

State Allocation Board Agenda



Lisa Silverman, Executive Officer
Office of Public School Construction
707 Third Street
West Sacramento, CA 95605

Public Meeting
Wednesday, August 15, 2018
State Capitol, Room 2040*
Sacramento, CA 95814
2:00 p.m.*

General Information
(916) 376-1771

For further information please contact your Project Manager.

*Meeting room and time subject to change.

A copy of the 10-Day Notice can be found on the [OPSC website](#).

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ADELANTO ELEMENTARY	SAN BERNARDINO	SFP - New Construction	Consent 38
BAKERSFIELD CITY ELEMENTARY	KERN	SFP - New Construction	Consent 12
CHICO UNIFIED	BUTTE	SFP - Charter Schools	Consent 41
CLOVIS UNIFIED	FRESNO	SFP - Career Tech	Consent 302
CLOVIS UNIFIED	FRESNO	SFP - Modernization	Consent 12
COLTON JOINT UNIFIED	SAN BERNARDINO	SFP - Modernization	Consent 9
COLUSA COUNTY OFFICE OF EDUCATION	COLUSA	SFP - New Construction	Consent 33
CORONA-NORCO UNIFIED	RIVERSIDE	SFP - New Construction	Consent 36
DUBLIN UNIFIED	ALAMEDA	SFP - New Construction	Consent 39*
ELK GROVE UNIFIED	SACRAMENTO	SFP - Charter Schools	Consent 42
FRESNO UNIFIED	FRESNO	SFP - New Construction	Consent 19*
GROSSMONT UNION HIGH	SAN DIEGO	SFP - New Construction	Consent 12
GROSSMONT UNION HIGH	SAN DIEGO	SFP - Modernization	Consent 12
GROSSMONT UNION HIGH	SAN DIEGO	SFP - Modernization	Consent 19*
KINGS CANYON JOINT UNIFIED	FRESNO	SFP - Modernization	Consent 12
LIBERTY ELEMENTARY	TULARE	SFP - New Construction	Consent 19*
LINCOLN UNIFIED	SAN JOAQUIN	SFP - New Construction	Consent 12
LINCOLN UNIFIED	SAN JOAQUIN	SFP - Modernization	Consent 12
LINCOLN UNIFIED	SAN JOAQUIN	SFP - Modernization	Consent 19*
LINCOLN UNIFIED	SAN JOAQUIN	SFP - Modernization	Consent 19*
LOS ANGELES UNIFIED	LOS ANGELES	SFP - COS	Consent 40*
LOS ANGELES UNIFIED	LOS ANGELES	SFP - Charter Schools	Consent 305
MAPLE ELEMENTARY	KERN	SFP - New Construction	Consent 32
MENDOTA UNIFIED	FRESNO	SFP - Modernization	Consent 12
METRO ED. DISTRICT JPA ROC/P	SANTA CLARA	SFP - Career Tech	Consent 43
NORRIS	KERN	SFP - Modernization	Consent 12
PASADENA UNIFIED	LOS ANGELES	SFP - Modernization	Consent 19*
PERRIS UNION HIGH	RIVERSIDE	Unused Sites	Consent 313
PLACENTIA-YORBA LINDA UNIFIED	ORANGE	SFP - Modernization	Consent 19*
PORTERVILLE UNIFIED	TULARE	SFP - Modernization	Consent 9
POWAY UNIFIED	SAN DIEGO	SFP - New Construction	Consent 12
ROSEMEAD ELEMENTARY	LOS ANGELES	SFP - Modernization	Consent 12
ROSS VALLEY	MARIN	SFP - Modernization	Consent 12
SAN FRANCISCO UNIFIED	SAN FRANCISCO	SFP - Modernization	Consent 12
SAN FRANCISCO UNIFIED	SAN FRANCISCO	SFP - Modernization	Consent 19*
SAN JOAQUIN COUNTY OFFICE OF EDUCATION	SAN JOAQUIN	Continued Use	Consent 307
SAN JUAN UNIFIED	SACRAMENTO	SFP - Charter Schools	Consent 44
SAN LUIS COASTAL UNIFIED	SAN LUIS OBISPO	SFP - Charter Schools	Consent 19*
SANTA BARBARA COUNTY OFFICE OF EDUCATION	SANTA BARBARA	Continued Use	Consent 310
SEQUOIA UNION HIGH	SAN MATEO	SFP - New Construction	Consent 12
SEQUOIA UNION HIGH	SAN MATEO	SFP - New Construction	Consent 19*
STANISLAUS COUNTY OFFICE OF EDUCATION	STANISLAUS	SFP - New Construction	Consent 34
STANISLAUS COUNTY OFFICE OF EDUCATION	STANISLAUS	SFP - New Construction	Consent 35
TEMPLETON UNIFIED	SAN LUIS OBISPO	SFP - New Construction	Consent 12
TEMPLETON UNIFIED	SAN LUIS OBISPO	SFP - Modernization	Consent 12
TRACY JOINT UNIFIED	SAN JOAQUIN	SFP - Modernization	Consent 12
VISALIA UNIFIED	TULARE	SFP - Modernization	Consent 12
WEST CONTRA COSTA UNIFIED	CONTRA COSTA	SFP - Modernization	Consent 12
WOODLAKE UNIFIED	TULARE	SFP - Modernization	Consent 19*
YUBA COUNTY OFFICE OF EDUCATION	YUBA	SFP - New Construction	Consent 9

OPSC PROGRAM CODES

SCHOOL FACILITY PROGRAM (SFP)

- 50 – NEW CONSTRUCTION
- 51 – NEW CONSTRUCTION FACILITY HARDSHIP
- 52 – SFP JOINT-USE
- 53 – CRITICALLY OVERCROWDED SCHOOLS
- 54 – CHARTER SCHOOLS
- 55 – CAREER TECH NEW CONSTRUCTION
- 56 – OVERCROWDING RELIEF GRANT PROGRAM
- 57 – MODERNIZATION
- 58 – MODERNIZATION FACILITY HARDSHIP
- 59 – CAREER TECH MODERNIZATION

OTHER PROGRAMS

- 25 – RELOCATABLE CLASSROOM PROGRAM
- 34 – AIR CONDITIONING PROGRAM
- 40 – DEFERRED MAINTENANCE PROGRAM
- 61 – EMERGENCY REPAIR PROGRAM
- 92 – UNUSED SITES PROGRAM

**MINUTES
State Allocation Board
June 27, 2018**

Upon notice duly given, the meeting of the State Allocation Board (SAB) was held at the State Treasurer's Office located at 915 Capitol Mall, Room 587, in Sacramento, California on June 27, 2018 at 4:00 p.m.

Members of the SAB present were as follows:

- Jacqueline Wong-Hernandez, Chief Deputy Director, Policy, Department of Finance, designated representative for Michael Cohen, Director, Department of Finance
- Jeffrey McGuire, Chief Deputy Director, Department of General Services, designated representative for Daniel Kim, Director, Department of General Services
- Juan Mireles, Director, School Facilities and Transportation Services Division, California Department of Education (CDE), designated representative for Tom Torlakson, Superintendent of Public Instruction
- Cesar Diaz, appointee of Edmund G. Brown, Jr., Governor of the State of California
- Senator Benjamin Allen
- Senator Janet Nguyen
- Assembly Member Adrin Nazarian
- Assembly Member Rocky Chavez
- Assembly Member Patrick O'Donnell

Member of the SAB absent was as follows:

- Senator Richard Pan

Representative of the SAB was as follows:

Lisa Silverman, Executive Officer

Representatives of the Department of General Services, Office of Public School Construction (OPSC), were as follows:

Lisa Silverman, Executive Officer
Barbara Kampmeiner, Deputy Executive Officer

Representative of the Department of General Services, Office of Legal Services, was as follows:

Thomas Patton, Assistant Chief Counsel

With a quorum present, Ms. Wong-Hernandez, Chair, called the meeting to order at 4:05 p.m.

PRIOR MINUTES

A motion was made to approve the May 23, 2018 SAB Minutes. The Chair called for a roll-call vote and the motion carried per the following votes:

MEMBER	AYE	NAY	ABSTAIN	ABSENT
Senator Allen	X			
Senator Nguyen	X			
Senator Pan				X
Assembly Member Nazarian	X			
Assembly Member Chavez	X			
Assembly Member O'Donnell	X			
Juan Mireles	X			
Cesar Diaz (Governor's Appointee)	X			
Jeffrey McGuire	X			
Jacqueline Wong-Hernandez	X			
Total	9			1

Motion:

Carried X
Failed

EXECUTIVE OFFICER'S STATEMENT

The Executive Officer informed the SAB of the following:

Priority Funding Apportionments

At its March 21, 2018 meeting, the SAB approved 90 projects representing 63 applicants for \$191 million in priority funding apportionments. Out of the 90 projects, 74 projects were required to submit the *Fund Release Authorization*, (Form SAB 50-05), by Tuesday, June 19, 2018. As of June 19, 2018, OPSC has received 69 (out of the 74) of the required Forms SAB 50-05 for a total of \$166.1 million.

Current Priority Funding Filing Round

The priority funding filing period closed on June 7, 2018. OPSC received 222 requests out of 239 unique projects for a total of \$451.4 million. The requests will be valid from July 1, 2018 through December 31, 2018. School districts are reminded that the non-participation in priority funding regulations continue to be in effect.

Career Technical Education Facilities Program – Stakeholder Meeting

In determining the funding order for the fourth funding cycle of Career Technical Education Facilities Program (CTEFP) applications, staff encountered multiple instances of tied career technical education plan scores that were not addressed in the School Facility Program (SFP) Regulations. Therefore, staff scheduled public meetings in July to obtain stakeholder input on options for additional tie-breaker criteria.

Joint Agency Workshops

OPSC, CDE and the Division of the State Architect (DSA) continue to hold joint agency workshops to provide school districts and stakeholders with updates on the SFP, CDE processes, DSA submittals and process changes, along with other general information. There are two workshops in July as follows:

- ~~Thursday, July 26, 2018: From 1:00 p.m. to 4:00 p.m. in El Centro, CA (Imperial County) CANCELED~~
- Friday, July 27, 2018: From 9:00 a.m. to 12:30 p.m. in San Marcos, CA (San Diego County)

The Executive Officer stated that the July 26, 2018 workshop in Imperial County was canceled at this time. The SAB members and the audience were reminded that applications for the fifth CTEFP funding cycle are due to CDE on October 19, 2018 and due to OPSC on February 15, 2019.

In addition, the Executive Officer announced that the Governor signed the State Budget (including the trailer bill) and that the law created the Full-Day Kindergarten Facilities Grant Program. There is \$100 million one-time General Fund dollars appropriated to the State Allocation Board for the construction of kindergarten classrooms. It was noted that OPSC will hold stakeholder meetings in the near future to receive input for the new program.

Next SAB Meeting

The SAB and stakeholders were reminded that the July SAB meeting was canceled and that the next SAB meeting is scheduled for Wednesday, August 15, 2018 at 2:00 p.m.

CONSENT ITEMS

A motion was made to approve the Consent calendar as presented. The Chair called for a roll-call vote and the motion carried per the following votes:

MEMBER	AYE	NAY	ABSTAIN	ABSENT
Senator Allen	X			
Senator Nguyen	X			
Senator Pan				X
Assembly Member Nazarian	X			
Assembly Member Chavez	X			
Assembly Member O'Donnell	X			
Juan Mireles	X			
Cesar Diaz (Governor's Appointee)	X			
Jeffrey McGuire	X			
Jacqueline Wong-Hernandez	X			
Total	9			1

Motion:

Carried X
 Failed

FINANCIAL REPORTS

Status of Fund Releases

The SAB accepted the Status of Fund Releases report as presented.

Status of Funds

The SAB accepted the Status of Funds report as presented.

APPEAL ITEMS

Morongo Unified/San Bernardino 51/67777-00-002

The SAB approved the District's request to retain the abandoned elementary school site and remit 50 percent of the appraised value of the property [\$225,000] to the State. The Chair called for a roll-call vote and the motion carried per the following votes:

MEMBER	AYE	NAY	ABSTAIN	ABSENT
Senator Allen	X			
Senator Nguyen	X			
Senator Pan				X
Assembly Member Nazarian	X			
Assembly Member Chavez	X			
Assembly Member O'Donnell	X			
Juan Mireles	X			
Cesar Diaz (Governor's Appointee)	X			
Jeffrey McGuire	X			
Jacqueline Wong-Hernandez	X			
Total	9			1

Motion:

Carried X
 Failed

ACTION ITEMS

Additional Grant for General Site Development

The SAB approved the staff's recommendations, which approved the regulatory amendment extending the additional grant for General Site Development for five years (until January 1, 2024) and authorized the

ACTION ITEMS (cont.)

Additional Grant for General Site Development (cont.)

Executive Officer to file the proposed regulation with the Office of Administrative Law and make the regulation permanent. The Chair called for a roll-call vote and the motion carried per the following votes:

MEMBER	AYE	NAY	ABSTAIN	ABSENT
Senator Allen	X			
Senator Nguyen	X			
Senator Pan				X
Assembly Member Nazarian	X			
Assembly Member Chavez	X			
Assembly Member O'Donnell	X			
Juan Mireles	X			
Cesar Diaz (Governor's Appointee)	X			
Jeffrey McGuire	X			
Jacqueline Wong-Hernandez	X			
Total	9			1

Motion:

Carried X
Failed

Proposed Regulatory Amendments for Acceptance of Applications When Funding is Unavailable

The SAB deferred action on this item to a future meeting to allow more time for SAB member consideration and stakeholder feedback.

REPORTS, DISCUSSION, AND INFORMATION ITEMS

The SAB acknowledged the following reports:

State Allocation Board Three-Month Projected Workload

State Allocation Board Meeting Dates for the 2018 Calendar Year

School Facility Program Unfunded List as of May 23, 2018

School Facility Program Workload List of Applications Received Through May 31, 2018

Facility Hardship/Rehabilitation Approvals Without Funding as of May 23, 2018

ADJOURNMENT

There being no further business to come before the SAB, the Chair adjourned the meeting at 4:39 p.m.



LISA SILVERMAN, Executive Officer

ATTACHMENT A
Approved Consent Items on 6/27/2018

Program	Application Number	District	County
Emergency Repair Program	61/63099-00-022	CALEXICO UNIFIED	IMPERIAL
Emergency Repair Program	61/69427-00-024	EAST SIDE UNION HIGH	SANTA CLARA
Emergency Repair Program	61/69427-00-011	EAST SIDE UNION HIGH	SANTA CLARA
Emergency Repair Program	61/63925-00-028	HANFORD JOINT UNION HIGH	KINGS
Emergency Repair Program	61/64733-00-3781	LOS ANGELES UNIFIED	LOS ANGELES
Emergency Repair Program	61/64733-00-3761	LOS ANGELES UNIFIED	LOS ANGELES
Emergency Repair Program	61/64733-00-3757	LOS ANGELES UNIFIED	LOS ANGELES
Emergency Repair Program	61/64733-00-3755	LOS ANGELES UNIFIED	LOS ANGELES
Emergency Repair Program	61/64733-00-3752	LOS ANGELES UNIFIED	LOS ANGELES
Emergency Repair Program	61/64733-00-3748	LOS ANGELES UNIFIED	LOS ANGELES
Emergency Repair Program	61/64733-00-3746	LOS ANGELES UNIFIED	LOS ANGELES
Emergency Repair Program	61/64733-00-3745	LOS ANGELES UNIFIED	LOS ANGELES
Emergency Repair Program	61/64733-00-3738	LOS ANGELES UNIFIED	LOS ANGELES
Emergency Repair Program	61/64733-00-3734	LOS ANGELES UNIFIED	LOS ANGELES
Emergency Repair Program	61/64733-00-3716	LOS ANGELES UNIFIED	LOS ANGELES
Emergency Repair Program	61/64733-00-3436	LOS ANGELES UNIFIED	LOS ANGELES
Emergency Repair Program	61/64733-00-3434	LOS ANGELES UNIFIED	LOS ANGELES
Emergency Repair Program	61/73932-00-018	REEF-SUNSET UNIFIED	KINGS
Emergency Repair Program	61/73932-00-017	REEF-SUNSET UNIFIED	KINGS
Emergency Repair Program	61/67439-00-086	SACRAMENTO CITY UNIFIED	SACRAMENTO
SFP - Career Tech	59/61424-00-005	CHICO UNIFIED	BUTTE
SFP - Career Tech	55/64451-00-001	DOWNEY UNIFIED	LOS ANGELES
SFP - Career Tech	55/64451-00-002	DOWNEY UNIFIED	LOS ANGELES
SFP - Charter Schools	54/75283-00-004	NATOMAS UNIFIED	SACRAMENTO
SFP - COS	53/64733-00-854	LOS ANGELES UNIFIED	LOS ANGELES
SFP - Modernization	57/62117-00-000	CLOVIS UNIFIED	FRESNO
SFP - Modernization	57/68130-00-000	GROSSMONT UNION HIGH	SAN DIEGO
SFP - Modernization	57/63933-00-001	ISLAND UNION ELEMENTARY	KINGS
SFP - Modernization	57/10199-00-004	LOS ANGELES COUNTY OFFICE OF EDUCATION	LOS ANGELES
SFP - Modernization	57/73908-00-006	MCFARLAND UNIFIED	KERN
SFP - Modernization	57/75127-00-000	MENDOTA UNIFIED	FRESNO
SFP - Modernization	57/66647-00-000	PLACENTIA-YORBA LINDA UNIFIED	ORANGE
SFP - Modernization	57/68478-00-000	SAN FRANCISCO UNIFIED	SAN FRANCISCO
SFP - Modernization	57/68478-00-043	SAN FRANCISCO UNIFIED	SAN FRANCISCO
SFP - Modernization	57/10488-00-022	SOLANO COUNTY OFFICE OF EDUCATION	SOLANO
SFP - Modernization	57/71019-00-002	WILMAR UNION ELEMENTARY	SONOMA
SFP - Modernization	57/71019-00-000	WILMAR UNION ELEMENTARY	SONOMA
SFP - Modernization	57/76794-00-002	WOODLAKE UNIFIED	TULARE
SFP - Modernization	57/10587-00-000	YUBA COUNTY OFFICE OF EDUCATION	YUBA
SFP - Modernization	57/10587-00-006	YUBA COUNTY OFFICE OF EDUCATION	YUBA
SFP - Modernization	57/10587-00-005	YUBA COUNTY OFFICE OF EDUCATION	YUBA
SFP - Modernization	57/10587-00-004	YUBA COUNTY OFFICE OF EDUCATION	YUBA
SFP - Modernization	57/10587-00-003	YUBA COUNTY OFFICE OF EDUCATION	YUBA
SFP - Modernization	57/10587-00-001	YUBA COUNTY OFFICE OF EDUCATION	YUBA
SFP - Modernization	57/10587-00-002	YUBA COUNTY OFFICE OF EDUCATION	YUBA
SFP - New Construction	51/65961-00-002	ALISAL UNION	MONTEREY
SFP - New Construction	51/65961-00-001	ALISAL UNION	MONTEREY
SFP - New Construction	51/65961-00-003	ALISAL UNION	MONTEREY
SFP - New Construction	51/65961-00-005	ALISAL UNION	MONTEREY
SFP - New Construction	51/65961-00-006	ALISAL UNION	MONTEREY
SFP - New Construction	50/10033-00-002	AMADOR COUNTY OFFICE OF EDUCATION	AMADOR
SFP - New Construction	50/68023-08-000	CHULA VISTA ELEMENTARY	SAN DIEGO
SFP - New Construction	50/68023-06-000	CHULA VISTA ELEMENTARY	SAN DIEGO
SFP - New Construction	50/68023-04-000	CHULA VISTA ELEMENTARY	SAN DIEGO
SFP - New Construction	50/63404-00-008	DELANO UNION ELEMENTARY	KERN
SFP - New Construction	50/63933-00-000	ISLAND UNION ELEMENTARY	KINGS
SFP - New Construction	50/71985-00-000	LIBERTY ELEMENTARY	TULARE
SFP - New Construction	50/10199-00-058	LOS ANGELES COUNTY OFFICE OF EDUCATION	LOS ANGELES
SFP - New Construction	51/63610-00-002	MAPLE ELEMENTARY	KERN
SFP - New Construction	51/67801-00-001	NEEDLES UNIFIED	SAN BERNARDINO
SFP - New Construction	50/10363-03-079	SAN BERNARDINO COUNTY OFFICE OF EDUCATION	SAN BERNARDINO
SFP - New Construction	50/10363-03-072	SAN BERNARDINO COUNTY OFFICE OF EDUCATION	SAN BERNARDINO
SFP - New Construction	50/10363-04-031	SAN BERNARDINO COUNTY OFFICE OF EDUCATION	SAN BERNARDINO
SFP - New Construction	51/75432-00-001	SCOTT'S VALLEY UNIFIED	SANTA CRUZ
SFP - ORG	56/64568-00-002	GLENDALE UNIFIED	LOS ANGELES

EXECUTIVE OFFICER STATEMENT
State Allocation Board Meeting, August 15, 2018

NEW PROGRAM – FULL-DAY KINDERGARTEN FACILITIES GRANT PROGRAM

Assembly Bill 1808, TING et al - Chapter 32 Statutes of 2018 was signed by the Governor on June 27, 2018. Among other changes, this bill establishes the Full-Day Kindergarten Facilities Grant Program in Education Code Section 17375, which will be administered by the State Allocation Board. The program is funded with \$100,000,000 for school districts to build new or retrofit existing facilities for the sole purpose of providing full-day kindergarten classrooms. Program grants will be provided on a 50/50 state and local share basis for construction of new facilities and 60/40 basis for retrofit of existing facilities with priority given to qualifying financial hardship districts and those located in underserved communities with a high population of students who are eligible for free and reduced-price meals.

Office of Public School Construction (OPSC) Staff has tentatively scheduled the first public meeting to invite stakeholder participation in the development of regulations for this new program for Tuesday, August 28, 2018 at the Department of General Services offices in West Sacramento. The official announcement will be published on OPSC's website and distributed via email.

UPDATE ON ACCEPTANCE OF APPLICATIONS WHEN FUNDING IS UNAVAILABLE

On July 11, 2018, Staff conducted a stakeholder meeting to gather public input on the regulatory changes proposed in the June 27, 2018 Board item related to acceptance of applications when funding is unavailable. The stakeholder meeting was well attended. Staff would like to thank those stakeholders who provided written feedback and those who attended or watched the webcast.

Stakeholder feedback related to accepting applications and maintaining a list of these applications was centered on several points*:

1. Even though having a list does not provide a guarantee of funding or future state participation, it allows districts to be more successful when planning projects and working to pass local bonds.
2. While the list is not fair to all applicants in all instances, it is better than having no list at all.
3. Having a list is one way to measure need for future facilities funding.
4. Changes in the program should be done through the legislative process in the future

*Transcripts and the webcast of the stakeholder meeting can be found on OPSC's website.

Staff maintains that there are challenges with the current regulations that allow for acceptance of applications to be placed on the Applications Received Beyond Bond Authority List. However, based on feedback received from stakeholders and absent further Board direction, Staff is not bringing forth an action item to amend the regulations at this time.

JOINT AGENCY WORKSHOP

OPSC and California Department of Education (CDE) are holding a joint agency workshop on the Career Technical Education Facilities Program (CTEFP) later this month. The workshop information as follows:

Tuesday, August 21, 2018 from 10:00 a.m. to 12 noon – Stanislaus County
Stanislaus County Office of Education
MGP Event Center
720 12th Street,
Modesto, CA 95354

As a reminder, applications for the fifth CTEFP funding cycle are due to CDE on October 19, 2018 and due to OPSC on February 15, 2019.

NEXT STATE ALLOCATION BOARD MEETING

The next meeting is tentatively scheduled for September 26, 2018 at 2:00pm.

State of California
State Allocation Board
School Facility Program

This Resolution of the State Allocation Board (hereafter referred to as the "Board") is applicable to the appropriate sections of the Education Code and is described and filed in the office of the Executive Officer and will be made available to all interested parties as the Resolution pertains to the documents attached hereto. Said documents were acted upon by the Board at its meeting on August 15, 2018.

WHEREAS, the Board has previously approved or determined to be approvable a number of projects for construction or modernization eligibility of facilities for school districts and is making apportionments and/or unfunded approvals for the grant amounts for projects that meet the Board's criteria for the apportionment of grants pursuant to Education Code Sections 17072.10, 17078.52, 17078.70, 17079 or 17074.10 or Board Regulations 1859.81.1 or 1859.83;

WHEREAS, Treasury Regulations Section 1.150-2 require the State (on whose behalf the Board is acting) to declare its reasonable intent to provide grant funding to school districts, in accordance with Board policy and law, for costs of the projects with proceeds of State bonds;

NOW THEREFORE, BE IT RESOLVED:

1. This Resolution is adopted by the Board for the purposes of establishing compliance with Treasury Regulations Section 1.150-2, and this Resolution does not bind the Board to make any additional apportionment, or bind the State to incur any indebtedness.
2. The Board anticipates that some or all of the school districts listed on the list of "Projects" referred to in this Resolution will pay certain capital expenditures in connection with some or all of the project costs prior to the issuance of bonds by the State to pay for the grants for the projects. The reimbursement of such costs is consistent with the State's budgetary and financial circumstances, and in accordance with Board policy, as no other funds or accounts of the State have been budgeted or are available to pay the costs of the projects on either a short-term or a long-term basis.
3. The Board, acting on behalf of the State, hereby declares that it is the State's official intent to use proceeds of general obligation bonds that may become available for such purpose, consistent with the requirements of law that are in effect at the time the funds are available, to provide grants in accordance with applicable laws and regulations.
4. This Resolution shall be continuously available for inspection by the general public during normal business hours at the offices of the Board at 707 3rd Street, West Sacramento, California, commencing within one week after the date of enactment of this Resolution.
5. Any eligibility determination does not constitute a commitment of future funding by the Board.

I, the undersigned, duly authorized as the Executive Officer of the State Allocation Board, do hereby certify the foregoing to be true and correct, and that this Resolution was adopted at a meeting of said Board on August 15, 2018 at Sacramento, California.



Lisa Silverman
Executive Officer
State Allocation Board

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, August 15, 2018

SCHOOL FACILITY PROGRAM

PURPOSE OF REPORT

To present the Districts' requests for School Facility Program (SFP) eligibility approval.

DESCRIPTION

The school districts shown in the following section have complied with State Allocation Board (Board) regulations regarding new construction or modernization eligibility determinations for the projects listed.

RECOMMENDATIONS

1. Approve the eligibility determinations for the districts/projects shown on the Attachment.
2. Provide that this approval of eligibility determination for the districts/projects listed does not constitute a commitment for future funding by the Board.
3. For purposes of any application for funding, provide that the district must comply with all requirements of law and regulations pertaining to the SFP.

ELIGIBILITY APPROVALS
NEW CONSTRUCTION

<u>District</u>	<u>County</u>	<u>Application No.</u>	<u>Justification Document Date</u>	<u>District Baseline Eligibility</u>				
				<u>K-6</u>	<u>7-8</u>	<u>9-12</u>	<u>Non Severe</u>	<u>Severe</u>
Yuba County Office of Education	Yuba	10587-00-000	5/13/2014	0	24	80	0	82

ELIGIBILITY APPROVALS
MODERNIZATION

<u>District</u>	<u>School Name</u>	<u>County</u>	<u>Application Number</u>	<u>Justification Document</u>	<u>57/</u>	<u>Date</u>	<u>K-6</u>	<u>Site Baseline Eligibility</u>			
								<u>7-8</u>	<u>9-12</u>	<u>Non Severe</u>	<u>Severe</u>
Colton Joint Unified	Ruth O Harris JHS	San Bernardino	67686-00-000	6/19/2018	0		432	0	0	0	
Porterville Unified	Los Robles	Tulare	75523-00-000	3/12/2018	400		0	0	24	0	

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, August 15, 2018

SCHOOL FACILITY PROGRAM

PURPOSE OF REPORT

To adjust the baseline eligibility for new construction and modernization projects under the Leroy F. Greene School Facilities Act of 1998.

DESCRIPTION

The districts listed on Attachment A have received eligibility approval for new construction. There has been a change in their baseline in accordance with the California Code of Regulations relating to the Leroy F. Greene School Facilities Act of 1998, Section 1859.51.

The districts listed on Attachment B have received eligibility approval for modernization. There has been a change in their baseline in accordance with the California Code of Regulations relating to the Leroy F. Greene School Facilities Act of 1998, Section 1859.61.

RECOMMENDATIONS

1. Approve an adjustment to the new construction eligibility baseline determination as shown on Attachment A.
2. Approve an adjustment to the modernization eligibility baseline determination as shown on Attachment B.
3. Provide that this approval of adjusted eligibility determination does not constitute a commitment for future funding by the State Allocation Board.

KEY TO ADJUSTMENTS:**NEW CONSTRUCTION ONLY:**

- (a) Reduced by the number of pupils provided grants in a new construction School Facility Program (SFP) project and by the number of pupils that received a Preliminary Apportionment pursuant to Section 1859.140 or a Preliminary Charter School Apportionment pursuant to Regulation Section 1859.162.2.
- (b) Reduced by the number of pupils housed, based on the loading standards pursuant to Ed. Code Section 17071.25(a)(2)(A), in a new construction LPP project funded under the provisions of the LPP pursuant to Regulation Section 1859.12 or 1859.13.
- (c) Reduced by the number of pupils housed in additional classrooms constructed or purchased based on the loading standards, pursuant to Ed. Code Section 17071.25(a)(2)(A), in a modernization SFP project.
- (d) Adjusted as a result of audit findings made pursuant to Regulation Sections 1859.90 and 1859.105.
- (e) Increased/decreased by changes in projected enrollment in subsequent enrollment reporting years, except as provided in (j) below.
- (f) Adjusted as a result of errors or omissions by the district or by the Office of Public School Construction (OPSC).
- (g) Adjusted as result of amendments to the SFP Regulations that affect the eligibility.
- (h) Increased by the number of pupils eligible for grants pursuant to Regulation Section 1859.82(a).
- (i) Reduced by the number of pupils housed in classrooms provided after the baseline eligibility was determined by the State Allocation Board, with 12 exceptions at Regulation Section 1859.51(i).
- (j) For Small School Districts, following a 3-year period after the district's eligibility was approved by the Board, decreased by any reduction in projected enrollment, and by any increase in pupils in the latest CDE operational grant report per Ed. Code Sec. 42268.
- (k) Adjusted for any changes in classroom inventory as a result of a reorganization election.
- (l) For classroom loading standards adopted by the Board for non-severely and severely disabled individuals with exceptional needs.
- (m) As directed by the SAB due to finding a Material Inaccuracy pursuant to Section 1859.104.1.
- (n) Increased by the number of pupils that received a Preliminary Apportionment that was rescinded pursuant to Section 1859.148 or a Preliminary Charter School Apportionment that was rescinded pursuant to Section 1859.166.
- (o) Adjusted for operational grant changes as determined/provided by the California Department of Education.
- (p) For High School Attendance Area (HSAA) districts with Preliminary Apportionments within the 2002 or 2004 Critically Overcrowded School Facilities Account, adjusted in accordance with Regulation Section 1859.51(p)(1), (2), or (3).
- (q) Adjusted by the difference between the Alternative Enrollment Projection for the current enrollment reporting year and the projected enrollment determined pursuant to Section 1859.42 for the current enrollment reporting year, or by the eligibility remaining from this calculation that can no longer be utilized if the funds made available pursuant to EC Section 17071.75(a)(1)(A) have been exhausted.
- (r) Adjusted per Ed. Code Sec. 17071.75(b)(2) by the number of pupils housed, based on the loading standards per Ed. Code Sec. 17071.25(a)(2)(A), in any classroom(s) where title was relinquished to the School District receiving the transferred classrooms.

MODERNIZATION ONLY:

- (a) Reduced by the number of pupils provided grants in a modernization SFP project or CSFP Rehabilitation project at the specific site.
- (b) Reduced by the number of pupils housed, based on the loading standard pursuant to EC Section 17071.25(a)(2), in a modernization LPP project funded under the LPP pursuant to Regulation Section 1859.14 and 1859.15.
- (c) Increased by changes in projected enrollment in subsequent enrollment reporting years.
- (d) (1) Increased for additional facilities not previously modernized with State funds, that become 25 years old, if permanent, or 20 years old, if portable or, (2) as a result of audit findings made pursuant to Regulation Sections 1859.90 and 1859.105.
- (e) Adjusted as a result of errors or omissions by the district or by the OPSC.
- (f) Adjusted as result of amendments to the Subgroup 5.5 Regulations that affect the eligibility.
- (g) For classroom loading standards adopted by the Board for non-severely and severely disabled individuals with exceptional needs.
- (h) As directed by the SAB due to finding a Material Inaccuracy pursuant to Regulation Section 1859.104.1.
- (i) Increased for facilities previously modernized with State funds, which qualify for an additional modernization apportionment pursuant to Regulation Section 1859.78.8.
- (j) Adjusted as a result of the Reconfiguration of an existing high school under the Small High School Program.
- (k) Decreased for facilities that were deemed eligible for modernization pursuant to Regulation Sections 1859.60 and 1859.61(d) and subsequently replaced, or will be replaced under a signed contract for construction or acquisition of facilities, in a project funded by the district without participation from the State.
- (l) Adjusted as a result of replaced eligible portables funded with the Overcrowding Relief Grant, per Ed. Code Section 17079 et seq.
- (m) Adjusted as a result of classrooms demolished and replaced pursuant to Regulation Section 1859.82.

State Allocation Board Meeting, August 15, 2018

ATTACHMENT A

District	Attendance Area	County	App. Number 50	Type of Adj.	K-6	7-8	9-12	Non- Severe	Severe
Bakersfield City Elementary	Districtwide	Kern	63321-00-000						
Current Baseline Eligibility					6532	2524	0	151	272
Adjustment Per This Item				e	-3189	-120	0	73	324
Net Baseline Eligibility					<u>3343</u>	<u>2404</u>	<u>0</u>	<u>224</u>	<u>596</u>
Grossmont Union High	El Cajon/El Capitan/ Santana/WH	San Diego	68130-13-000						
Current Baseline Eligibility					0	0	741	48	217
Adjustment Per This Item				f	0	0	190	2	3
Adjustment Per This Item				e	0	0	-714	-90	27
Net Baseline Eligibility					<u>0</u>	<u>0</u>	<u>217</u>	<u>-40</u>	<u>247</u>
Lincoln Unified	Districtwide	San Joaquin	68569-00-000						
Current Baseline Eligibility					469	-91	679	811	0
Adjustment Per This Item				c	0	-27	0	0	0
Net Baseline Eligibility					<u>469</u>	<u>-118</u>	<u>679</u>	<u>811</u>	<u>0</u>
Poway Unified	Districtwide	San Diego	68296-00-000						
Current Baseline Eligibility					3216	467	-77	-125	532
Adjustment Per This Item				e	-844	-215	553	66	-62
Net Baseline Eligibility					<u>2372</u>	<u>252</u>	<u>476</u>	<u>-59</u>	<u>470</u>
Sequoia Union High	Carlmont, Menlo, Sequoia, Redwood	San Mateo	69062-01-000						
Current Baseline Eligibility					0	0	1861	47	127
Adjustment Per This Item				e	0	0	367	-71	-2
Net Baseline Eligibility					<u>0</u>	<u>0</u>	<u>2228</u>	<u>-24</u>	<u>125</u>
Templeton Unified	Districtwide	San Luis Obispo	68841-00-000						
Current Baseline Eligibility					40	-32	322	0	0
Adjustment Per This Item				e	427	62	-79	17	26
Net Baseline Eligibility					<u>467</u>	<u>30</u>	<u>243</u>	<u>17</u>	<u>26</u>
Yuba County Office of Education	Districtwide	Yuba	10587-00-000						
Current Baseline Eligibility					0	24	80	0	82
Adjustment Per This Item				e	0	-21	-6	0	-12
Net Baseline Eligibility					<u>0</u>	<u>3</u>	<u>74</u>	<u>0</u>	<u>70</u>

State Allocation Board Meeting, August 15, 2018

ATTACHMENT B

District	School Name	County	App. Number 57	Type of Adj.	K-6	7-8	9-12	Non- Severe	Severe
Clovis Unified	Clark Intermediate	Fresno	62117-00-000						
	Current Baseline Eligibility				0	330	0	0	2
	Adjustment Per This Item			d1	0	735	0	0	2
	Net Baseline Eligibility				0	1065	0	0	4
Clovis Unified	Dry Creek Elementary	Fresno	62117-00-000						
	Current Baseline Eligibility				146	0	0	0	0
	Adjustment Per This Item			e	-10	0	0	0	0
	Adjustment Per This Item			d1	248	0	0	0	0
	Adjustment Per This Item			d1	24	0	0	0	0
	Adjustment Per This Item			d1	22	0	0	0	0
	Net Baseline Eligibility				430	0	0	0	0
Clovis Unified	Garfield Elementary	Fresno	62117-00-000						
	Current Baseline Eligibility				0	0	0	0	0
	Adjustment Per This Item			d1	0	0	0	0	9
	Adjustment Per This Item			d1	75	0	0	0	0
	Net Baseline Eligibility				75	0	0	0	9
Clovis Unified	Gettysburg Elementary	Fresno	62117-00-000						
	Current Baseline Eligibility				50	0	0	0	0
	Adjustment Per This Item			d1	575	0	0	0	9
	Adjustment Per This Item			d1	25	0	0	0	0
	Net Baseline Eligibility				650	0	0	0	9
Clovis Unified	Miramonte Elementary	Fresno	62117-00-000						
	Current Baseline Eligibility				47	0	0	0	0
	Adjustment Per This Item			d1	75	0	0	0	0
	Adjustment Per This Item			d1	25	0	0	0	0
	Net Baseline Eligibility				147	0	0	0	0
Clovis Unified	Sierra Vista Elementary	Fresno	62117-00-000						
	Current Baseline Eligibility				75	0	0	0	0
	Adjustment Per This Item			d1	325	0	0	0	0
	Net Baseline Eligibility				400	0	0	0	0

State Allocation Board Meeting, August 15, 2018

ATTACHMENT B

District	School Name	County	App. Number 57	Type of Adj.	K-6	7-8	9-12	Non- Severe	Severe
Clovis Unified	Tarpey Elementary	Fresno	62117-00-000						
	Current Baseline Eligibility				125	0	0	0	0
	Adjustment Per This Item			d1	125	0	0	0	0
	Net Baseline Eligibility				<u>250</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Clovis Unified	Temperance-Kutner Elementary	Fresno	62117-00-000						
	Current Baseline Eligibility				148	0	0	0	0
	Adjustment Per This Item			d1	350	0	0	0	0
	Net Baseline Eligibility				<u>498</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Grossmont Union High	Helix High	San Diego	68130-00-000						
	Current Baseline Eligibility				0	0	2160	180	45
	Adjustment Per This Item			e	0	0	-6	-1	0
	Adjustment Per This Item			a	0	0	-2014	-167	-42
	Net Baseline Eligibility				<u>0</u>	<u>0</u>	<u>140</u>	<u>12</u>	<u>3</u>
Kings Canyon Joint Unified	Dunlap Elementary	Fresno	62265-00-000						
	Current Baseline Eligibility				290	27	0	7	0
	Adjustment Per This Item			d1	0	37	0	0	0
	Net Baseline Eligibility				<u>290</u>	<u>64</u>	<u>0</u>	<u>7</u>	<u>0</u>
Lincoln Unified	Colonial Heights Elementary	San Joaquin	68569-00-000						
	Current Baseline Eligibility				0	0	0	0	0
	Adjustment Per This Item			c	3	40	0	0	0
	Adjustment Per This Item			d1	22	68	0	0	0
	Net Baseline Eligibility				<u>25</u>	<u>108</u>	<u>0</u>	<u>0</u>	<u>0</u>
Mendota Unified	Washington Elementary	Fresno	75127-00-000						
	Current Baseline Eligibility				384	0	0	6	0
	Adjustment Per This Item			c	16	0	0	-3	0
	Adjustment Per This Item			d1	31	0	0	0	0
	Adjustment Per This Item			d1	461	0	0	2	0
	Net Baseline Eligibility				<u>892</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>0</u>
Norris Elementary	Norris Middle	Kern	63693-00-000						
	Current Baseline Eligibility				0	918	0	0	0

State Allocation Board Meeting, August 15, 2018

ATTACHMENT B

District	School Name	County	App. Number 57	Type of Adj.	K-6	7-8	9-12	Non- Severe	Severe
Adjustment Per This Item				d1	0	108	0	0	0
Net Baseline Eligibility					0	1026	0	0	0
Rosemead Elementary	Encinita Elementary	Los Angeles	64931-00-000						
Current Baseline Eligibility					-12	0	0	3	0
Adjustment Per This Item				d1	354	0	0	-3	0
Net Baseline Eligibility					342	0	0	0	0
Rosemead Elementary	Janson (Mildred B.) Elementary	Los Angeles	64931-00-000						
Current Baseline Eligibility					34	0	0	-2	0
Adjustment Per This Item				d1	550	0	0	10	0
Net Baseline Eligibility					584	0	0	8	0
Rosemead Elementary	Shuey (Emma W.) Elementary	Los Angeles	64931-00-000						
Current Baseline Eligibility					-59	0	0	2	0
Adjustment Per This Item				c	7	0	0	2	0
Net Baseline Eligibility					-52	0	0	4	0
Ross Valley Elementary	White Hill Middle	Marin	75002-00-000						
Current Baseline Eligibility					0	0	0	0	0
Adjustment Per This Item				c	0	7	0	0	0
Adjustment Per This Item				d1	0	82	0	1	0
Adjustment Per This Item				c	0	49	0	-6	0
Adjustment Per This Item				d1	0	129	0	0	0
Adjustment Per This Item				c	0	82	0	4	4
Adjustment Per This Item				d1	0	104	0	0	0
Net Baseline Eligibility					0	453	0	-1	4
San Francisco Unified	George Peabody Elementary	San Francisco	68478-00-000						
Current Baseline Eligibility					154	0	0	42	0
Adjustment Per This Item				c	71	0	0	-14	0
Net Baseline Eligibility					225	0	0	28	0
San Francisco Unified	Sunnyside Elementary	San Francisco	68478-00-000						
Current Baseline Eligibility					320	0	0	14	0
Adjustment Per This Item				c	-13	0	0	3	12

State Allocation Board Meeting, August 15, 2018

ATTACHMENT B

District	School Name	County	App. Number 57	Type of Adj.	K-6	7-8	9-12	Non- Severe	Severe
Net Baseline Eligibility					307	0	0	17	12
Templeton Unified	Templeton Middle	San Luis Obispo	68841-00-000						
	Current Baseline Eligibility				0	0	0	0	0
	Adjustment Per This Item			d1	0	189	0	0	0
Net Baseline Eligibility					0	189	0	0	0
Tracy Joint Unified	Clover (H. Alfred) Middle	San Joaquin	75499-00-000						
	Current Baseline Eligibility				0	81	0	0	0
	Adjustment Per This Item			a	0	-81	0	0	0
Net Baseline Eligibility					0	0	0	0	0
Visalia Unified	Packwood Elementary	Tulare	72256-00-000						
	Current Baseline Eligibility				0	0	53	0	0
	Adjustment Per This Item			a	0	0	-53	0	0
Net Baseline Eligibility					0	0	0	0	0
Visalia Unified	Union Elementary	Tulare	72256-00-000						
	Current Baseline Eligibility				75	0	0	0	0
	Adjustment Per This Item			a	-50	0	0	0	0
Net Baseline Eligibility					25	0	0	0	0
West Contra Costa Unified	North Campus Continuation	Contra Costa	61796-00-000						
	Current Baseline Eligibility				0	0	195	0	0
	Adjustment Per This Item			a	0	0	-195	0	0
Net Baseline Eligibility					0	0	0	0	0

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, August 15, 2018

SCHOOL FACILITY PROGRAM UNFUNDED APPROVALS
(Lack of AB 55 Loans)

PURPOSE OF REPORT

To present to the State Allocation Board (Board) a list of School Facility Program (SFP) applications for unfunded approval.

DESCRIPTION

At the January 2018 Board meeting, the Board elected to provide an increase adjustment of 4.17 percent to SFP projects for calendar year 2018. The projects listed on the Attachment reflect the Board's action of the adoption of the 4.17 percent increase based on the RS Means Construction Cost Index. In addition, the project applications represent SFP New Construction, Modernization, Charter School and Overcrowding Relief Grant projects in date order of a complete application being received by the Office of Public School Construction (OPSC).

AUTHORITY

SFP Regulation Section 1859.2 defines an Unfunded List (Lack of AB 55 Loans) as an information list of unfunded projects that was created due to the State's inability to provide interim financing from the Pooled Money Investment Account (AB 55 loans) to fund school construction projects as declared in the Department of Finance Budget Letter #33 issued on December 18, 2008.

SFP Regulation Section 1859.95 states:

"When the Board has no funds to apportion ..., the Board will also accept and process applications for apportionment for purposes of developing an Unfunded List based on the date the application is ready for Apportionment, with the exception of New Construction funding applications that utilize eligibility generated by the Alternative Enrollment Projection.

An application for funding included on an Unfunded List is eligible for reimbursement subject to adjustments in the New Construction Grants amount pursuant to Section 1859.77."

BACKGROUND

At the March 11, 2009 SAB meeting, the Board requested that Staff continue to process applications to the Board for unfunded approval, up to the bonding authority. The Attachment reflects applications being presented for unfunded approval, including SFP modernization and new construction projects in date order of a complete application being received by the OPSC. The list also includes health and safety facility hardship applications for funding that have been processed and are ready for approval regardless of received date. The unfunded approval of the applications as reflected on the Attachment does not constitute a guarantee of future funding.

RECOMMENDATIONS

1. Approve the SFP applications as presented on the Attachment.
2. Provide that these unfunded approvals do not constitute a guarantee of future funding.

ATTACHMENT
 UNFUNDED APPROVALS
 (Lack of AB 55 Loans)
 State Allocation Board Meeting, August 15, 2018

County	District	School Site	Application Number	Received Date	Grant Amount
ORANGE	PLACENTIA-YORBA LINDA UNIFIED	VALENCIA HIGH	57/66647-00-036	8/23/2013	\$1,612,559.00
FRESNO	FRENO UNIFIED	EASTERBY ELEMENTARY	50/62166-00-029	5/21/2014	\$636,277.00
SAN MATEO	SEQUOIA UNION HIGH	CARLMONT HIGH	50/69062-01-004	5/21/2014	\$2,852,069.00
TULARE	LIBERTY ELEMENTARY	LIBERTY ELEMENTARY	50/71985-00-002	5/23/2014	\$691,774.00
TULARE	WOODLAKE UNIFIED	FRANCIS J. WHITE LEARNING CENTER	57/76794-00-001	5/23/2014	\$264,152.00
LOS ANGELES	PASADENA UNIFIED	HAMILTON PRIMARY	57/64881-00-035	6/2/2014	\$181,799.00
SAN FRANCISCO	SAN FRANCISCO UNIFIED	MONROE ELEMENTARY	57/68478-00-044	6/9/2014	\$1,836,595.00
SAN DIEGO	GROSSMONT UNION HIGH	GROSSMONT HIGH	57/68130-00-021	6/12/2014	\$9,202,126.00
SAN JOAQUIN	LINCOLN UNIFIED	KNOLES (TULLY C.) ELEMENTARY	57/68569-00-013	6/12/2014	\$260,771.00
SAN JOAQUIN	LINCOLN UNIFIED	COLONIAL HEIGHTS ELEMENTARY	57/68569-00-014	6/12/2014	\$676,118.00
SAN LUIS OBISPO	SAN LUIS COASTAL UNIFIED	BELLEVUE-SANTA FE CHARTER	54/68809-00-001	4/13/2018	\$2,680,652.00
New Construction:					\$4,180,120.00
Modernization:					\$14,034,120.00
Charter:					\$2,680,652.00
Total:					\$20,894,892.00

SCHOOL DISTRICT DATA

Application No: 57/66647-00-036 School District: Placentia-Yorba Linda Unified	County: Orange School Name: Valencia High
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PROJECT DATA

Type of Project:	High School	Application Filing Basis:	Site Specific
Pupils Assigned Under 50 Yrs:			
K-6:			
7-8:			
9-12:	217		
Non-Severe:			
Severe:	1		
Financial Hardship Requested:	No	Recommended Acres:	60.8
Alternative Education School:	No	Existing Acres:	36.4

ADJUSTED GRANT DATA

Modernization Grant - Under 50 Yrs	\$ 1,337,520.00
Fire Detection Alarm	31,425.00
Prevailing Wage Monitoring	2,415.00
Urban/Security/Impacted Site	201,073.00
Accessibility/Fire Code Req.	40,126.00
Total State Share (60%)	<u>1,612,559.00</u>
District Share (40%)	<u>1,075,039.00</u>
Total Project Cost	\$ <u>2,687,598.00</u>

PROJECT FINANCING

State Share	
This Project	\$ 1,612,559.00
District Share	
Cash Contribution	1,075,039.00
Financial Hardship	
Total Project Cost	\$ <u>2,687,598.00</u>

HISTORY OF PROJECT COST AND APPORTIONMENT

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Modernization/Additional Grant	951-570	51	\$	\$ 1,612,559.00	\$ 1,612,559.00
District Share					
Cash Contribution				<u>1,075,039.00</u>	
Total			\$	\$ <u>2,687,598.00</u>	\$ <u>1,612,559.00</u>

Funding Source: Proposition 51 Bonds/2016-Nov.

Pursuant to the Board's action on March 11, 2009, this application has been approved and placed on the Unfunded List (Lack of AB 55 Loans). This approval does not constitute a guarantee or commitment of future State funding.

The District shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms requirements.

Based on the Board's action on June 5, 2017, this project is subject to the Grant Agreement submittal pursuant to School Facility Program Regulation Section 1859.90.4.

The District is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

SCHOOL DISTRICT DATA

Application No: 50/62166-00-029
 School District: Fresno Unified

County: Fresno
 School Name: Easterby Elementary

PROJECT DATA

Type of Project: Elementary School
 K-6: 49
 7-8:
 9-12:
 Non-Severe:
 Severe:
 Application Filing Basis: District Wide
 Number of Classrooms: 2
 Master Acres: 11.1
 Existing Acres: 8.16
 Proposed Acres:
 Recommended Acres: 11.5
 Facility Hardship (a): No
 Financial Hardship Requested: No
 Alternative Education School: No
 Addition to Existing Site: Yes

ADJUSTED GRANT DATA

New Construction Grant	\$	566,783.00
Fire Detection Alarm		686.00
Prevailing Wage Monitoring		794.00
Small Size Project		68,014.00
Total State Share (50%)		636,277.00
District Share (50%)		636,277.00
Total Project Cost	\$	1,272,554.00

PROJECT FINANCING

State Share
 This Project \$ 636,277.00
District Share
 Cash Contribution 636,277.00
 Financial Hardship
 Total Project Cost \$ 1,272,554.00

HISTORY OF PROJECT COST AND APPORTIONMENT

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
<u>State Share</u>					
New Construction/Add. Grant	951-500	51	\$	\$ 636,277.00	\$ 636,277.00
<u>District Share</u>					
Cash Contribution				636,277.00	
Total			\$	\$ 1,272,554.00	\$ 636,277.00

Funding Source: Proposition 51 Bonds/2016-Nov.

Pursuant to the Board's action on March 11, 2009, this application has been approved and placed on the Unfunded List (Lack of AB 55 Loans). This approval does not constitute a guarantee or commitment of future State funding.

The District is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

The District shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

Based on the Board's action on June 5, 2017, this project is subject to the Grant Agreement submittal pursuant to School Facility Program Regulation Section 1859.90.4.

SCHOOL DISTRICT DATA

Application No: 50/69062-01-004
 School District: Sequoia Union High
 High School Attendance Area: Carlmont, Menlo, Sequoia, Redwood

County: San Mateo
 School Name: Carlmont High

PROJECT DATA

Type of Project: High School
 K-6:
 7-8:
 9-12: 125
 Non-Severe:
 Severe:
 Application Filing Basis: High School Attendance Area
 Number of Classrooms: 5
 Master Acres: 55.2
 Existing Acres: 28
 Proposed Acres:
 Recommended Acres: 55.2
 Facility Hardship (a): No
 Financial Hardship Requested: No
 Alternative Education School: No
 Addition to Existing Site: Yes

ADJUSTED GRANT DATA

New Construction Grant	\$	1,945,875.00
Fire Detection Alarm		3,875.00
Prevailing Wage Monitoring		3,561.00
Multi-Level Constr.	5Crs.	233,505.00
Service Site		59,122.00
Utilities		5,292.00
Small Size Project		77,835.00
Urban/Security/Impacted Site		523,004.00
Total State Share (50%)		2,852,069.00
District Share (50%)		2,852,069.00
Total Project Cost	\$	5,704,138.00

PROJECT FINANCING

State Share
 This Project \$ 2,852,069.00
District Share
 Cash Contribution 2,852,069.00
 Financial Hardship
 Total Project Cost \$ 5,704,138.00

HISTORY OF PROJECT COST AND APPORTIONMENT

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
<u>State Share</u>					
New Construction/Add. Grant	951-500	51	\$	\$ 2,852,069.00	\$ 2,852,069.00
<u>District Share</u>					
Cash Contribution				2,852,069.00	
Total			\$	\$ 5,704,138.00	\$ 2,852,069.00

Funding Source: Proposition 51 Bonds/2016-Nov.

Pursuant to the Board's action on March 11, 2009, this application has been approved and placed on the Unfunded List (Lack of AB 55 Loans). This approval does not constitute a guarantee or commitment of future State funding.

The District shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The District is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

Based on the Board's action on June 5, 2017, this project is subject to the Grant Agreement submittal pursuant to School Facility Program Regulation Section 1859.90.4.

SCHOOL DISTRICT DATA

Application No: 50/71985-00-002
 School District: Liberty Elementary

County: Tulare
 School Name: Liberty Elementary

PROJECT DATA

Type of Project: Elementary School
 K-6: 3
 7-8: 44
 9-12: 3
 Non-Severe: 3
 Severe: 3
 Application Filing Basis: District Wide
 Number of Classrooms: 3
 Master Acres: 19.6
 Existing Acres: 21.34
 Proposed Acres:
 Recommended Acres: 13.9
 Facility Hardship (a): No
 Financial Hardship Requested: No
 Alternative Education School: No
 Addition to Existing Site: Yes

ADJUSTED GRANT DATA

New Construction Grant	\$	538,296.00
Project Assistance		7,074.00
Fire Detection Alarm		836.00
Sprinkler System		10,120.00
Prevailing Wage Monitoring		864.00
Service Site		51,646.00
Utilities		18,342.00
Small Size Project		64,596.00
Total State Share (50%)		691,774.00
District Share (50%)		691,774.00
Total Project Cost	\$	1,383,548.00

PROJECT FINANCING

State Share
 This Project \$ 691,774.00
District Share
 Cash Contribution 691,774.00
 Financial Hardship
 Total Project Cost \$ 1,383,548.00

HISTORY OF PROJECT COST AND APPORTIONMENT

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
<u>State Share</u>					
New Construction/Add. Grant	951-500	51	\$	\$ 691,774.00	\$ 691,774.00
<u>District Share</u>					
Cash Contribution				691,774.00	
Total			\$	\$ 1,383,548.00	\$ 691,774.00

Funding Source: Proposition 51 Bonds/2016-Nov.

Pursuant to the Board's action on March 11, 2009, this application has been approved and placed on the Unfunded List (Lack of AB 55 Loans). This approval does not constitute a guarantee or commitment of future State funding.

The District shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

The District is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

Based on the Board's action on June 5, 2017, this project is subject to the Grant Agreement submittal pursuant to School Facility Program Regulation Section 1859.90.4.

SCHOOL DISTRICT DATA

Application No: 57/76794-00-001	County: Tulare
School District: Woodlake Unified	School Name: Francis J. White Learning Center

PROJECT DATA

Type of Project: Elementary School	Application Filing Basis: Site Specific
Pupils Assigned Under 50 Yrs: K-6: 50	
7-8:	
9-12:	
Non-Severe:	
Severe:	
Financial Hardship Requested: No	Recommended Acres: 6.5
Alternative Education School: No	Existing Acres: 9.9

ADJUSTED GRANT DATA

Modernization Grant - Under 50 Yrs	\$ 220,200.00
Project Assistance	3,772.00
Fire Detection Alarm	7,150.00
Small Size Project	26,424.00
Accessibility/Fire Code Req.	6,606.00
Total State Share (60%)	264,152.00
District Share (40%)	176,101.00
Total Project Cost	\$ 440,253.00

PROJECT FINANCING

<u>State Share</u>	
This Project	\$ 264,152.00
<u>District Share</u>	
Cash Contribution	176,101.00
Financial Hardship	
Total Project Cost	\$ 440,253.00

HISTORY OF PROJECT COST AND APPORTIONMENT

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
<u>State Share</u>					
Modernization/Additional Grant	951-570	51	\$	\$ 264,152.00	\$ 264,152.00
<u>District Share</u>					
Cash Contribution				176,101.00	
Total			\$	\$ 440,253.00	\$ 264,152.00

Funding Source: Proposition 51 Bonds/2016-Nov.

Pursuant to the Board's action on March 11, 2009, this application has been approved and placed on the Unfunded List (Lack of AB 55 Loans). This approval does not constitute a guarantee or commitment of future State funding.

The District shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

Based on the Board's action on June 5, 2017, this project is subject to the Grant Agreement submittal pursuant to School Facility Program Regulation Section 1859.90.4.

The District is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

SCHOOL DISTRICT DATA

Application No: 57/64881-00-035	County: Los Angeles
School District: Pasadena Unified	School Name: Hamilton Primary

PROJECT DATA

Type of Project: Elementary School	Application Filing Basis: Site Specific
Pupils Assigned Under 50 Yrs: K-6: 29	
7-8:	
9-12:	
Non-Severe:	
Severe:	
Financial Hardship Requested: No	Recommended Acres: 11.8
Alternative Education School: No	Existing Acres: 4.84

ADJUSTED GRANT DATA

Modernization Grant - Under 50 Yrs	\$ 127,716.00
Fire Detection Alarm	4,147.00
Prevailing Wage Monitoring	272.00
Small Size Project	15,326.00
Urban/Security/Impacted Site	30,507.00
Accessibility/Fire Code Req.	3,831.00
Total State Share (60%)	181,799.00
District Share (40%)	121,199.00
Total Project Cost	<u>\$ 302,998.00</u>

PROJECT FINANCING

<u>State Share</u>	
This Project	\$ 181,799.00
<u>District Share</u>	
Cash Contribution	121,199.00
Financial Hardship	
Total Project Cost	<u>\$ 302,998.00</u>

HISTORY OF PROJECT COST AND APPORTIONMENT

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
<u>State Share</u>					
Modernization/Additional Grant	951-570	51	\$	\$ 181,799.00	\$ 181,799.00
<u>District Share</u>					
Cash Contribution				121,199.00	
Total			\$	<u>\$ 302,998.00</u>	<u>\$ 181,799.00</u>

Funding Source: Proposition 51 Bonds/2016-Nov.

Pursuant to the Board's action on March 11, 2009, this application has been approved and placed on the Unfunded List (Lack of AB 55 Loans). This approval does not constitute a guarantee or commitment of future State funding.

The District shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

Based on the Board's action on June 5, 2017, this project is subject to the Grant Agreement submittal pursuant to School Facility Program Regulation Section 1859.90.4.

The District is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

SCHOOL DISTRICT DATA

Application No: 57/68478-00-044 School District: San Francisco Unified	County: San Francisco School Name: Monroe Elementary
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PROJECT DATA

Type of Project: Elementary School Pupils Assigned Under 50 Yrs: K-6: 225 7-8: 9-12: Non-Severe: 13 Severe:	Application Filing Basis: Site Specific Financial Hardship Requested: No Alternative Education School: No Recommended Acres: 9.8 Existing Acres: 1.61
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ADJUSTED GRANT DATA

Modernization Grant - Under 50 Yrs	\$ 1,112,983.00
Fire Detection Alarm	35,607.00
Prevailing Wage Monitoring	2,751.00
Urban/Security/Impacted Site	328,539.00
Accessibility/Fire Code Req.	356,715.00
Total State Share (60%)	1,836,595.00
District Share (40%)	1,224,397.00
Total Project Cost	\$ 3,060,992.00

PROJECT FINANCING

<u>State Share</u>	
This Project	\$ 1,836,595.00
<u>District Share</u>	
Cash Contribution	1,224,397.00
Financial Hardship	
Total Project Cost	\$ 3,060,992.00

HISTORY OF PROJECT COST AND APPORTIONMENT

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
<u>State Share</u>					
Modernization/Additional Grant	951-570	51	\$	\$ 1,836,595.00	\$ 1,836,595.00
<u>District Share</u>					
Cash Contribution				1,224,397.00	
Total			\$	\$ 3,060,992.00	\$ 1,836,595.00

Funding Source: Proposition 51 Bonds/2016-Nov.

Pursuant to the Board's action on March 11, 2009, this application has been approved and placed on the Unfunded List (Lack of AB 55 Loans). This approval does not constitute a guarantee or commitment of future State funding.

The District shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms requirements.

The District is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

Based on the Board's action on June 5, 2017, this project is subject to the Grant Agreement submittal pursuant to School Facility Program Regulation Section 1859.90.4.

SCHOOL DISTRICT DATA

Application No: 57/68130-00-021 School District: Grossmont Union High	County: San Diego School Name: Grossmont High
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PROJECT DATA

Type of Project: High School Pupils Assigned Under 50 Yrs: K-6: 7-8: 9-12: 0 Non-Severe: 2 Severe: 8 Financial Hardship Requested: No Alternative Education School: No	Application Filing Basis: Site Specific Pupils Assigned Over 50 Yrs: K-6: 7-8: 9-12: 703 Non-Severe: 40 Severe: 97 Recommended Acres: 60.8 Existing Acres: 44.96
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ADJUSTED GRANT DATA

Modernization Grant - Under 50 Yrs	\$ 131,078.00
Modernization Grant - Over 50 Yrs	8,368,447.00
Fire Detection Alarm	152,987.00
Site Development	294,628.00
Accessibility/Fire Code Req.	<u>254,986.00</u>
Total State Share (60%)	9,202,126.00
District Share (40%)	<u>6,134,751.00</u>
Total Project Cost	\$ <u>15,336,877.00</u>

PROJECT FINANCING

State Share	
This Project	\$ 9,202,126.00
District Share	
Cash Contribution	6,134,751.00
Financial Hardship	
Total Project Cost	\$ <u>15,336,877.00</u>

HISTORY OF PROJECT COST AND APPORTIONMENT

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share					
Modernization/Additional Grant	951-570	51	\$	\$ 9,202,126.00	\$ 9,202,126.00
District Share					
Cash Contribution				<u>6,134,751.00</u>	
Total			\$	\$ <u>15,336,877.00</u>	\$ <u>9,202,126.00</u>

Funding Source: Proposition 51 Bonds/2016-Nov.

Pursuant to the Board's action on March 11, 2009, this application has been approved and placed on the Unfunded List (Lack of AB 55 Loans). This approval does not constitute a guarantee or commitment of future State funding.

The District shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

Based on the Board's action on June 5, 2017, this project is subject to the Grant Agreement submittal pursuant to School Facility Program Regulation Section 1859.90.4.

The District is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

SCHOOL DISTRICT DATA

Application No: 57/68569-00-013 County: San Joaquin
 School District: Lincoln Unified School Name: Knoles (Tully C.) Elementary

PROJECT DATA

Type of Project: Elementary School Application Filing Basis: Site Specific
 Pupils Assigned Under 50 Yrs: K-6: 50
 7-8:
 9-12:
 Non-Severe:
 Severe:
 Financial Hardship Requested: No Recommended Acres: 16.5
 Alternative Education School: No Existing Acres: 10.04

ADJUSTED GRANT DATA

Modernization Grant - Under 50 Yrs	\$ 220,200.00
Fire Detection Alarm	7,150.00
Prevailing Wage Monitoring	391.00
Small Size Project	26,424.00
Accessibility/Fire Code Req.	6,606.00
Total State Share (60%)	260,771.00
District Share (40%)	173,847.00
Total Project Cost	\$ 434,618.00

PROJECT FINANCING

<u>State Share</u>	
This Project	\$ 260,771.00
<u>District Share</u>	
Cash Contribution	173,847.00
Financial Hardship	
Total Project Cost	\$ 434,618.00

HISTORY OF PROJECT COST AND APPORTIONMENT

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
<u>State Share</u>					
Modernization/Additional Grant	951-570	51	\$	\$ 260,771.00	\$ 260,771.00
<u>District Share</u>					
Cash Contribution				173,847.00	
Total			\$	\$ 434,618.00	\$ 260,771.00

Funding Source: Proposition 51 Bonds/2016-Nov.

Pursuant to the Board's action on March 11, 2009, this application has been approved and placed on the Unfunded List (Lack of AB 55 Loans). This approval does not constitute a guarantee or commitment of future State funding.

The District shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

Based on the Board's action on June 5, 2017, this project is subject to the Grant Agreement submittal pursuant to School Facility Program Regulation Section 1859.90.4.

The District is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

SCHOOL DISTRICT DATA

Application No: 57/68569-00-014 County: San Joaquin
 School District: Lincoln Unified School Name: Colonial Heights Elementary

PROJECT DATA

Type of Project: Elementary School Application Filing Basis: Site Specific
 Pupils Assigned Under 50 Yrs: K-6: 25
 7-8: 108
 9-12:
 Non-Severe:
 Severe:
 Financial Hardship Requested: No Recommended Acres: 13.6
 Alternative Education School: No Existing Acres: 10.07

ADJUSTED GRANT DATA

Modernization Grant - Under 50 Yrs	\$ 613,164.00
Fire Detection Alarm	19,019.00
Prevailing Wage Monitoring	1,013.00
Small Size Project	24,527.00
Accessibility/Fire Code Req.	18,395.00
Total State Share (60%)	676,118.00
District Share (40%)	450,745.00
Total Project Cost	<u>\$ 1,126,863.00</u>

PROJECT FINANCING

<u>State Share</u>	
This Project	\$ 676,118.00
<u>District Share</u>	
Cash Contribution	450,745.00
Financial Hardship	
Total Project Cost	<u>\$ 1,126,863.00</u>

HISTORY OF PROJECT COST AND APPORTIONMENT

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Approval This Action
<u>State Share</u>					
Modernization/Additional Grant	951-570	51	\$	\$ 676,118.00	\$ 676,118.00
<u>District Share</u>					
Cash Contribution				450,745.00	
Total			\$	<u>\$ 1,126,863.00</u>	<u>\$ 676,118.00</u>

Funding Source: Proposition 51 Bonds/2016-Nov.

Pursuant to the Board's action on March 11, 2009, this application has been approved and placed on the Unfunded List (Lack of AB 55 Loans). This approval does not constitute a guarantee or commitment of future State funding.

The District shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

Based on the Board's action on June 5, 2017, this project is subject to the Grant Agreement submittal pursuant to School Facility Program Regulation Section 1859.90.4.

The District is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

SCHOOL DISTRICT DATA

Application No 54/68809-00-001
School District San Luis Coastal Unified

County San Luis Obispo
Charter School Bellevue-Santa Fe Charter
School Name Bellevue-Santa Fe Charter

PROJECT DATA

Type of Project: Elementary School

Pupils Assigned K-6:
7-8:
9-12:
Non-Severe:
Severe:

Non-Toilet sq. ft.: 13,427
Toilet sq. ft.: 662

Application Filing Basis: District
Number of Classrooms: 9
Master Plan Acres:
Existing Acres: 7.00
Proposed Acres: 0.00
Recommended Acres: 3.40

PRELIMINARY GRANT DATA

Charter School Base Grant	\$ 2,602,575.00
Accessibility/Fire Code	78,077.00
Total State Project Share (50%)	2,680,652.00
CSFA Lease-Payment Amount	0.00
Charter School Cash Contribution	2,680,652.00
Total Project Cost	\$ 5,361,304.00

PROJECT FINANCING

State Share
This Project \$ 2,680,652.00
Charter School Share
CSFA Lease Amount
Cash Contribution 2,680,652.00
Total Project Cost \$ 5,361,304.00

HISTORY OF PROJECT COST AND APPORTIONMENT

	Fund Code	Proposition	Preliminary Apportionment	Preliminary Apportionment This Action	Authorized This Action	Unfunded Approval This Action
<u>State Share</u>						
Charter School Grant	951-540	51	\$ 2,955,911.00	\$ (2,955,911.00)	\$ 2,680,652.00	\$ 2,680,652.00
<u>Charter School Share</u>						
CSFA Lease Amount			2,955,911.00	(2,955,911.00)	2,680,652.00	
Cash Contribution						
Total Project Cost			\$ 5,911,822.00	\$ (5,911,822.00)	\$ 5,361,304.00	\$ 2,680,652.00

Funding Source: Proposition 51 Bonds/2016-Nov.

Pursuant to the Board's action on March 11, 2009, this application has been approved and placed on the Unfunded List (Lack of AB 55 Loans). This approval does not constitute a guarantee or commitment of future State funding.

The District shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

Based on the Board's action on June 5, 2017, this project is subject to the Grant Agreement submittal pursuant to School Facility Program Regulation Section 1859.90.4.

The District is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

SCHOOL DISTRICT DATA

Application No: 51/63610-00-002
 School District: Maple Elementary

County: Kern
 School Name: Maple Elementary

PROJECT DATA

Type of Project: Elementary School
 K-6:
 7-8:
 9-12:
 Non-Severe:
 Severe:
 Application Filing Basis: Site Specific
 Number of Classrooms: 9
 Master Acres:
 Existing Acres: 8.18
 Proposed Acres:
 Recommended Acres: 8.6
 Facility Hardship (a): Yes
 Financial Hardship Requested: Yes
 Alternative Education School: No
 Addition to Existing Site: No

ADJUSTED GRANT DATA

Project Assistance	\$	6,791.00
Fac. Hardship Toilet	1739.24 Sq. Ft.	566,992.24
Fac. Hardship Other	18,124.99 Sq. Ft.	3,298,748.18
Service Site		1,056,550.00
Off-Site		7,308.00
Utilities		138,412.00
Total State Share (50%)		5,074,801.42
District Share (50%)		5,074,801.42
Total Project Cost	\$	10,149,602.84

PROJECT FINANCING

State Share
 This Project \$ 5,074,801.42
District Share
 Cash Contribution
 Financial Hardship 5,074,801.42
 Total Project Cost \$ 10,149,602.84

HISTORY OF PROJECT COST AND APPORTIONMENT

	Fund Code	Proposition	Previously Authorized	Authorized This Action	State Apportionment This Action
<u>State Share</u>					
New Construction/Add. Grant	057-500	1D	\$ 152,257.65		
New Construction/Add. Grant	051-500	51	3,720,273.77	\$ 1,202,270.00	\$ 1,202,270.00
New Construction/Add. Grant	951-500	51	1,202,270.00	(1,202,270.00)	
<u>District Share</u>					
Cash Contribution					
Financial Hardship	057-500	1D	101,505.10		
Financial Hardship	051-500	51	3,771,026.32	1,202,270.00	1,202,270.00
Financial Hardship	951-500	51	1,202,270.00	(1,202,270.00)	
Total			\$ 10,149,602.84	\$ 0.00	\$ 2,404,540.00

Funding Sources: Proposition 51 Bonds/2016-Nov.; Proposition 1D Bonds/2006-Nov.

The District shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

Based on the Board's action on June 5, 2017, this project is subject to the Grant Agreement submittal pursuant to School Facility Program Regulation Section 1859.90.4.

The District is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

The District qualifies for financial hardship pursuant to SFP Regulation Section 1859.81(c)(4). The District has demonstrated it is financially unable to provide all or a part of the matching funds and is levying the developer fees or equal alternative revenue source justified by law. The District's total bonding capacity (as of April 30, 2018) is \$5 million or less.

This project is being amended to include site development grants that were part of the District's appeal, which was approved by the SAB on December 6, 2017. This action completes the adjusted grant and the project.

SCHOOL DISTRICT DATA

Application Number:.....50/10066-00-004 School District:.....Colusa County Office of Education
 County:.....Colusa School Name:.....Special Education
 Financial Hardship.....Yes Date of Financial Hardship status:.....November 16, 2011
 Qualifying Financial Hardship Criteria: SFP Regulation Section 1859.81(c)(3).

PURPOSE OF REPORT

To recommend accounting revisions to close out a completed project.

DESCRIPTION

A review of expenditures reported by the District has been made and the revisions indicated are necessary to close out this completed project. A review of expenditures reported by the District indicates that per SFP Regulation Sections 1859.74 and 1859.106, the District was over-funded for Department of Toxic Substances Control (DTSC) costs in the amount of \$5,550.00. The District has concurred with the findings and agrees to return the State funds in the amount of \$5,550.00.

Detail of Final Cost & Financing

Budget Item	Currently Approved	Required Change	Revised Approval
SFP New Construction	\$ 2,519,362.00	\$ 0	\$ 2,519,362.00
SFP SDC Therapy	172,080.00	0	172,080.00
SFP Site Acquisition	1,695,355.00	0	1,695,355.00
SFP Site Other	67,814.00	0	67,814.00
SFP Service Site	473,011.00	0	473,011.00
SFP General Site	336,181.00	0	336,181.00
SFP Offsite	42,535.00	0	42,535.00
SFP Utilities	70,918.00	0	70,918.00
SFP Facility Hardship Toilet	187,704.00	0	187,704.00
SFP Small School	100,774.00	0	100,774.00
SFP New School	2,610,259.00	0	2,610,259.00
SFP Financial Hardship	8,457,459.00	(2,775.00)	8,454,684.00
SFP Site DTSC Fee	9,037.00	(2,775.00)	6,262.00
SFP Fire Detection/Alarm	6,503.00	0	6,503.00
SFP Sprinklers	51,150.00	0	51,150.00
SFP High Performance	95,484.00	0	95,484.00
SFP Labor Compliance Program	36,530.00	0	36,530.00
Total State Apportionment	\$ 16,932,156.00	\$ (5,550.00)	\$ 16,926,606.00
Financing			
District Contribution	\$ 17,238.00	\$ 0	\$ 17,238.00
State (SFP)	8,474,697.00	(2,775.00)	8,471,922.00
Financial Hardship (SFP)	8,457,459.00	(2,775.00)	8,454,684.00
Total Project Costs	\$ 16,949,394.00	\$ (5,550.00)	\$ 16,943,844.00

RECOMMENDATIONS

1. Approve a decrease of \$5,550.00 in the total project cost from \$16,949,394.00 to \$16,943,844.00.
2. Approve a decrease of \$2,775.00 in the State Apportionment [Bonds/2006-Nov.; 057-500] from \$8,474,697.00 to \$8,471,922.00.
3. Approve a decrease of \$2,775.00 in the Financial Hardship Contribution [Bonds/2006-Nov.; 057-500] from \$8,457,459.00 to \$8,454,684.00.
4. Require the District to return State funds in the amount of \$5,550.00.

SCHOOL DISTRICT DATA

Application Number:.....50/10504-00-013 School District:.....Stanislaus County Office of Education
 County:.....Stanislaus School Name:.....John F. Kennedy High School
 Financial Hardship.....Yes Date of Financial Hardship status:.....June 19, 2009
 Qualifying Financial Hardship Criteria: SFP Regulation Section 1859.81(c)(3).

PURPOSE OF REPORT

To recommend accounting revisions to close out a completed project.

DESCRIPTION

A review of expenditures reported by the District has been made and the revisions indicated are necessary to close out this completed project. This is a Financial Hardship project and has savings in the amount of \$2,620,470.90. SFP Regulation Section 1859.103 states that "the State's portion of any savings declared by the district or determined by the OPSC by audit must be used to reduce the SFP financial hardship grant of that project ... any interest earned on a financial hardship project not expended on eligible project expenditures will be treated as savings and will be used to reduce the SFP financial hardship grant for that project." The District incurred additional eligible expenditures per SFP Regulation Sections 1859.74 and 1859.106 and may receive additional hazardous waste and Department of Toxic Substances Control (DTSC) funding in the amount of \$163,286.32. The District has concurred with the findings and agrees to return the State funds in the net amount of \$2,457,184.58.

Detail of Final Cost & Financing

Budget Item	Currently Approved	Required Change	Revised Approval
SFP New Construction	\$ 4,264,488.00	\$ (1,310,235.45)	\$ 2,954,252.55
SFP SDC Therapy	186,628.00	0.00	186,628.00
SFP Site Acquisition	354,500.00	0.00	354,500.00
SFP Site Other	25,000.00	0.00	25,000.00
SFP Service Site	530,967.00	0.00	530,967.00
SFP General Site	333,113.00	0.00	333,113.00
SFP Offsite	132,972.00	0.00	132,972.00
SFP Utilities	73,072.00	0.00	73,072.00
SFP Small School	170,580.00	0.00	170,580.00
SFP New School	2,614,238.00	0.00	2,614,238.00
SFP Financial Hardship	9,554,460.00	(1,228,592.29)	8,325,867.71
SFP SDC Therapy Toilet	610,912.00	0.00	610,912.00
SFP Project Assistance	5,653.00	0.00	5,653.00
SFP Site DTSC Fee	5,614.00	24,371.37	29,985.37
SFP Hazardous Removal	117,500.00	57,271.79	174,771.79
SFP Fire Detection/Alarm	11,283.00	0.00	11,283.00
SFP Fire Sprinklers	91,035.00	0.00	91,035.00
SFP Labor Compliance Program	46,905.00	0.00	46,905.00
Total State Apportionment	\$ 19,128,920.00	\$ (2,457,184.58)	\$ 16,671,735.42
Financing			
District Contribution	\$ 20,000.00	\$ 0.00	\$ 20,000.00
State (SFP)	9,574,460.00	(1,228,592.29)	8,345,867.71
Financial Hardship (SFP)	9,554,460.00	(1,228,592.29)	8,325,867.71
Total Project Costs	\$ 19,148,920.00	\$ (2,457,184.58)	\$ 16,691,735.42

RECOMMENDATIONS

1. Approve a decrease of \$2,457,184.58 in the total project cost from \$19,148,920.00 to \$16,691,735.42.
2. Approve a decrease of \$1,228,592.29 in the State Apportionment [Bonds/2002-Nov.; 047-500] from \$9,574,460.00 to \$8,345,867.71.
3. Approve a decrease of \$1,228,592.29 in the Financial Hardship Contribution [Bonds/2002-Nov.; 047-500] from \$9,554,460.00 to \$8,325,867.71.
4. Require the District to return State funds in the amount of \$2,457,184.58.

SCHOOL DISTRICT DATA

Application Number:.....50/10504-00-022 School District:.....Stanislaus County of Education
 County:.....Stanislaus School Name:.....Patterson Special Education
 Financial Hardship.....Yes Date of Financial Hardship status:.....July 28, 2011
 Qualifying Financial Hardship Criteria: SFP Regulation Section 1859.81(c)(3).

PURPOSE OF REPORT

To recommend accounting revisions to close out a completed project.

DESCRIPTION

A review of expenditures reported by the District has been made and the revisions indicated are necessary to close out this completed project. This is a Financial Hardship project and has savings in the amount of \$937,538.35. SFP Regulation Section 1859.103 states that “the State’s portion of any savings declared by the district or determined by the OPSC by audit must be used to reduce the SFP financial hardship grant of that project ... any interest earned on a financial hardship project not expended on eligible project expenditures will be treated as savings and will be used to reduce the SFP financial hardship grant for that project.” The District has concurred with the findings and agrees to return the State funds in the amount of \$937,538.35.

Detail of Final Cost & Financing

Budget Item	Currently	Required Change	Revised Approval
SFP New Construction	\$ 2,304,090.00	\$ (468,769.18)	\$ 1,835,320.82
SFP SDC Therapy	208,944.00	0.00	208,944.00
SFP Service Site	362,824.00	0.00	362,824.00
SFP General Site	294,731.00	0.00	294,731.00
SFP Facility Hardship Toilet	6,218.00	0.00	6,218.00
SFP Small School	276,491.00	0.00	276,491.00
SFP New School	2,825,531.00	0.00	2,825,531.00
SFP Financial Hardship	6,808,421.00	(468,769.17)	6,339,651.83
SFP SDC Therapy Toilet	427,152.00	0.00	427,152.00
SFP Project Assitance	5,498.00	0.00	5,498.00
SFP Fire Detection/Alarm	7,299.00	0.00	7,299.00
SFP Fire Sprinklers	52,767.00	0.00	52,767.00
SFP Labor Compliance Program	36,995.00	0.00	36,995.00
Total State Apportionment	\$ 13,616,961.00	\$ (937,538.35)	\$ 12,679,422.65
Financing			
District Contribution	\$ 119.00	\$ 0.00	\$ 119.00
State (SFP)	6,808,540.00	(468,769.18)	6,339,770.82
Financial Hardship (SFP)	6,808,421.00	(468,769.17)	6,339,651.83
Total Project Costs	\$ 13,617,080.00	\$ (937,538.35)	\$ 12,679,541.65

RECOMMENDATIONS

1. Approve a decrease of \$937,538.35 in the total project cost from \$13,617,080.00 to \$12,679,541.65.
2. Approve a decrease of \$468,769.18 in the State Apportionment [Bonds/2004-Mar.; 055-500] from \$6,808,540.00 to \$6,339,770.82.
3. Approve a decrease of \$468,769.17 in the Financial Hardship Contribution [Bonds/2004-Mar.; 055-500] from \$6,808,421.00 to \$6,339,651.83
4. Require the District to return State funds in the amount of \$937,538.35.

SCHOOL DISTRICT DATA

Application Number:.....50/67033-00-033 School District:.....Corona-Norco Unified
 County:.....Riverside School Name:.....Home Garden Elementary
 Financial Hardship.....No

PURPOSE OF REPORT

To recommend accounting revisions to close out a completed project.

DESCRIPTION

A review of expenditures reported by the District has been made and the revisions indicated are necessary to close out this completed project. A review of expenditures reported by the District indicates that per SFP Regulation Sections 1859.74 and 1859.106, the District was over-funded for hazardous waste and Department of Toxic Substances Control (DTSC) costs in the amount of \$131,619.22. The District has concurred with the findings and agrees to return the State funds in the amount of \$65,809.61.

Detail of Final Cost & Financing

Budget Item	Currently Approved	Required Change	Revised Approval
SFP New Construction	\$ 5,922,800.00	\$ 0.00	\$ 5,922,800.00
SFP Multi Level Const.	710,736.00	0.00	710,736.00
SFP Service Site	556,980.00	0.00	556,980.00
SFP Offsite	123,734.00	0.00	123,734.00
SFP Utilities	59,199.00	0.00	59,199.00
SFP Urban Security	2,152,215.00	0.00	2,152,215.00
SFP DTSC Fee	61,881.00	(19,638.06)	42,242.94
SFP Site Hazardous Removal	320,015.00	(46,171.55)	273,843.45
SFP Fire Detection/Alarm	7,150.00	0.00	7,150.00
SFP Labor Compliance Program	49,038.00	0.00	49,038.00
Total State Apportionment	\$ <u>9,963,748.00</u>	\$ <u>(65,809.61)</u>	\$ <u>9,897,938.39</u>
Financing			
District Contribution	\$ 9,963,748.00	\$ (65,809.61)	\$ 9,897,938.39
State (SFP)	9,963,748.00	(65,809.61)	9,897,938.39
Total Project Costs	\$ <u>19,927,496.00</u>	\$ <u>(131,619.22)</u>	\$ <u>19,795,876.78</u>

RECOMMENDATIONS

1. Approve a decrease of \$131,619.22 in the total project cost from \$19,927,496.00 to \$19,795,876.78.
2. Approve a decrease of \$65,809.61 in the District Contribution from \$9,963,748.00 to \$9,897,938.39.
3. Approve a decrease of \$65,809.61 in the State Apportionment [Bonds/2004-Mar.; 055-500] from \$9,963,748.00 to \$9,897,938.39.
4. Require the District to return State funds in the amount of \$65,809.61.

SCHOOL DISTRICT DATA

Application Number:.....50/67587-00-014 School District:.....Adelanto Elementary
 County:.....San Bernardino School Name.....Gus Franklin Elementary
 Financial Hardship.....Yes Date of Financial Hardship status:.....April 16, 2008
 Qualifying Financial Hardship Criteria: SFP Regulation Section 1859.81(c)(1).

PURPOSE OF REPORT

To recommend accounting revisions to close out a completed project.

DESCRIPTION

A review of expenditures reported by the District has been made and the revisions indicated are necessary to close out this completed project. This is a Financial Hardship project and has savings in the amount of \$1,316,181 and interest earned of \$3,290.45 due after six months. School Facility Program Regulation Section 1859.103 states that “the State’s portion of any savings declared by the district or determined by the OPSC by audit must be used to reduce the SFP financial hardship grant of that project...any interest earned on a financial hardship project not expended on eligible project expenditures will be treated as savings and will be used to reduce the SFP financial hardship grant for that project.” The District has concurred with the findings and has agreed to return State funds in the amount of \$1,319,471.45.

Detail of Final Cost & Financing

Budget Item	Currently Approved	Required Change	Revised Approval
SFP New Construction	\$ 7,952,930.00	\$ (658,091.00)	\$ 7,294,839.00
SFP Service Site	1,056,550.00	0.00	1,056,550.00
SFP General Site	699,024.00	0.00	699,024.00
SFP Offsite	667,353.00	0.00	667,353.00
SFP Utilities	351,196.00	0.00	351,196.00
SFP Financial Hardship	8,851,505.00	(658,090.00)	8,193,415.00
SFP Fire Detection/Alarm	9,658.00	0.00	9,658.00
SFP Fire Sprinklers	135,084.00	0.00	135,084.00
Total State Apportionment	<u>\$ 19,723,300.00</u>	<u>\$ (1,316,181.00)</u>	<u>\$ 18,407,119.00</u>
Financing			
District Contribution	\$ 2,020,290.00	\$ 0.00	\$ 2,020,290.00
State (SFP)	10,871,795.00	(658,091.00)	10,213,704.00
Financial Hardship (SFP)	8,851,505.00	(658,090.00)	8,193,415.00
Total Project Costs	<u>\$ 21,743,590.00</u>	<u>\$ (1,316,181.00)</u>	<u>\$ 18,407,119.00</u>

RECOMMENDATIONS

1. Approve a decrease of \$1,316,181 in the total project cost from \$21,743,590 to \$18,407,119.
2. Approve a decrease of \$658,091 in the State Apportionment [Bonds/2006-Nov.; 057-500] from \$10,871,795 to \$10,213,704.
3. Approve a decrease of \$658,090 in the Financial Hardship Contribution [Bonds/2006-Nov.; 057-500] from \$8,851,505 to \$8,193,415.
4. Require the District to return State funds in the amount of \$1,316,181.
5. Require the District to return interest in the amount of \$3,290.45.

SCHOOL DISTRICT DATA

Application Number:.....50/67587-00-015 School District:.....Adelanto Elementary
 County:.....San Bernardino School Name.....New Middle School Site #25
 Financial Hardship.....Yes Date of Financial Hardship status:.....April 16, 2008
 Qualifying Financial Hardship Criteria: SFP Regulation Section 1859.81(c)(1).

PURPOSE OF REPORT

To recommend accounting revisions to close out a completed project.

DESCRIPTION

A review of expenditures reported by the District has been made and the revisions indicated are necessary to close out this completed project. This is a Financial Hardship project and has savings in the amount of \$487,664 and interest earned of \$1,219.16 due after six months. School Facility Program Regulation Section 1859.103 states that “the State’s portion of any savings declared by the district or determined by the OPSC by audit must be used to reduce the SFP financial hardship grant of that project...any interest earned on a financial hardship project not expended on eligible project expenditures will be treated as savings and will be used to reduce the SFP financial hardship grant for that project.” The District has concurred with the findings and has agreed to return State funds in the amount of \$488,883.16.

Detail of Final Cost & Financing

Budget Item	Currently Approved	Required Change	Revised Approval
SFP New Construction	\$ 15,501,941.00	\$ (243,832.00)	\$ 15,258,109.00
SFP Service Site	2,847,202.00	0.00	2,847,202.00
SFP General Site	1,413,659.00	0.00	1,413,659.00
SFP Offsite	529,792.00	0.00	529,792.00
SFP Utilities	43,528.00	0.00	43,528.00
SFP Financial Hardship	20,580,392.00	(243,832.00)	20,336,560.00
SFP Fire Detection/Alarm	22,419.00	0.00	22,419.00
SFP Fire Sprinklers	286,586.00	0.00	286,586.00
Total State Apportionment	\$ 41,225,519.00	\$ (487,664.00)	\$ 40,737,855.00
Financing			
District Contribution	\$ 64,735.00	\$ 0.00	\$ 64,735.00
State (SFP)	20,645,127.00	(243,832.00)	20,401,295.00
Financial Hardship (SFP)	20,580,392.00	(243,832.00)	20,336,560.00
Total Project Costs	\$ 41,290,254.00	\$ (487,664.00)	\$ 40,737,855.00

RECOMMENDATIONS

1. Approve a decrease of \$487,664 in the total project cost from \$41,290,254 to \$40,737,855.
2. Approve a decrease of \$243,832 in the State Apportionment [Bonds/2006-Nov.; 057-500] from \$20,645,127 to \$20,401,295.
3. Approve a decrease of \$243,832 in the Financial Hardship Contribution [Bonds/2006-Nov.; 057-500] from \$20,580,392 to \$20,336,560.
4. Require the District to return State funds in the amount of \$487,664.
5. Require the District to return interest in the amount of \$1,219.16.

SCHOOL DISTRICT DATA

Application Number:.....50/75093-00-009 School District:.....Dublin Unified
 County:.....Alameda School Name:.....H.W. Kolb Elementary
 Financial Hardship.....No

PURPOSE OF REPORT

To recommend accounting revisions to close out a completed project.

DESCRIPTION

A review of expenditures reported by the District has been made and the revisions indicated are necessary to close out this completed project. The District incurred additional eligible expenditures per SFP Regulation Sections 1859.74 and 1859.106 and may receive additional Department of Toxic Substances Control (DTSC) funding in the amount of \$2,772.00. The District has concurred with these findings and is eligible for an additional apportionment of the State share in the amount of \$1,386.00.

Detail of Final Cost & Financing

Budget Item	Currently Approved	Required Change	Revised Approval
SFP New Construction	\$ 6,690,806.00	\$ 0.00	\$ 6,690,806.00
SFP Site Acquisition	9,600,000.00	0.00	9,600,000.00
SFP Site Other	384,000.00	0.00	384,000.00
SFP Service Site	763,598.00	0.00	763,598.00
SFP General Site	561,065.00	0.00	561,065.00
SFP Offsite	1,067,676.00	0.00	1,067,676.00
SFP Utilities	34,989.00	0.00	34,989.00
SFP DTSC Fee	750.00	1,386.00	2,136.00
SFP Detection/Alarm	8,330.00	0.00	8,330.00
SFP Fire Sprinklers	114,277.00	0.00	114,277.00
SFP Labor Compliance Program	47,811.00	0.00	47,811.00
Total State Apportionment	<u>\$ 19,273,302.00</u>	<u>\$ 1,386.00</u>	<u>\$ 19,274,688.00</u>
Financing			
District Contribution	\$ 19,273,302.00	\$ 1,386.00	\$ 19,274,688.00
State (SFP)	19,273,302.00	1,386.00	19,274,688.00
Total Project Costs	<u>\$ 38,546,604.00</u>	<u>\$ 2,772.00</u>	<u>\$ 38,549,376.00</u>

RECOMMENDATIONS

1. Approve an increase of \$2,772.00 in the total project cost from \$38,546,604.00 to \$38,549,376.00.
2. Approve an increase of \$1,386.00 in the District Contribution from \$19,273,302.00 to \$19,274,688.00.
3. Approve an increase of \$1,386.00 in the State Apportionment [Bonds/2016-Nov.; 951-500] from \$19,273,302.00 to \$19,274,688.00.
4. Approve an unfunded approval in the amount of \$1,386.00.

SCHOOL DISTRICT DATA

Application Number:.....53/64733-00-520 School District:.....Los Angeles Unified
 County:.....Los Angeles School Name:.....South Region High #15
 Financial Hardship.....No

PURPOSE OF REPORT

To recommend accounting revisions to close out a completed project.

DESCRIPTION

A review of expenditures reported by the District has been made and the revisions indicated are necessary to close out this completed project. The District incurred additional eligible expenditures per SFP Regulation Sections 1859.74 and 1859.106 and may receive additional hazardous waste in the amount of \$436,298.63. The District may also receive additional Department of Toxic Substances Control (DTSC), funding in the amount of \$153,026.09. The District has concurred with these findings and is eligible for an additional apportionment of the State share in the amount of \$294,662.36.

Detail of Final Cost & Financing

Budget Item	Currently Approved	Required Change	Revised Approval
SFP New Construction	\$ 10,592,640.00	\$ -	\$ 10,592,640.00
SFP Multi Level Constuction	1,032,782.00	-	1,032,782.00
SFP Site Acquisition	11,355,000.00	-	11,355,000.00
SFP Site Other	454,200.00	-	454,200.00
SFP Service Site	7,552,793.00	-	7,552,793.00
SFP General Site	726,576.00	-	726,576.00
SFP Offsite	963,707.00	-	963,707.00
SFP Utilities	270,195.00	-	270,195.00
SFP Urban Security	1,959,427.00	-	1,959,427.00
SFP Site DTSC Fee	39,951.00	76,513.05	116,464.05
SFP Site Hazardous Removal	2,250,000.00	218,149.31	2,468,149.31
SFP Fire Detection/Alarm	20,736.00	-	20,736.00
SFP Fire Sprinklers	163,296.00	-	163,296.00
SFP High Performance	299,772.00	-	299,772.00
SFP Labor Compliance Program	108,044.00	-	108,044.00
Total State Apportionment	<u>\$ 37,789,119.00</u>	<u>\$ 294,662.36</u>	<u>\$ 38,083,781.36</u>
 Financing			
District Contribution	\$ 37,789,119.00	\$ 294,662.36	\$ 38,083,781.36
State (SFP)	<u>37,789,119.00</u>	<u>294,662.36</u>	<u>38,083,781.36</u>
Total Project Costs	<u>\$ 75,578,238.00</u>	<u>\$ 589,324.72</u>	<u>\$ 76,167,562.72</u>

RECOMMENDATIONS

1. Approve an increase of \$589,324.72 in the total project cost from \$75,578,238.00 to \$76,167,562.72.
2. Approve an increase of \$294,662.36 in the District Contribution from \$37,789,119.00 to \$38,083,781.36.
3. Approve an increase of \$294,662.36 in the State Apportionment [Bonds/2002-Nov.; 947-600 (\$17,814.00); Bonds/2004-Mar.; 955-531 (\$170,551.00); Bonds/2016-Nov.; 951-500 (\$106,297.36)] from \$37,789,119.00 to \$38,083,781.36.
4. Approve an unfunded approval in the amount of \$294,662.36.

SCHOOL DISTRICT DATA

Application Number:.....54/61424-00-004 School District:.....Chico Unified
 County:.....Butte School Name:.....Nord Country School
 Financial Hardship.....No

PURPOSE OF REPORT

To recommend accounting revisions to close out a completed project.

DESCRIPTION

A review of expenditures reported by the Charter School has been made and the revisions indicated are necessary to close out this completed project. This is a Charter School Facilities Program (CSFP) project and has savings in the amount of \$55,263.00. SFP Regulation Section 1859.169.1 states "Projects funded under the CSFP do not generate savings pursuant to Section 1859.103. In addition, State funds remaining at the completion of the project may not be used to satisfy the local matching share obligation. Remaining funds must be returned to the State." The Charter School has concurred with the findings and agrees to return the State funds in the amount of \$55,263.00.

Detail of Final Cost & Financing

Budget Item	Currently Approved	Required Change	Revised Approval
SFP New Construction	\$ 212,680.00	\$ (27,631.50)	\$ 185,048.50
SFP CSFA Lease Amount	210,489.77	(27,631.50)	182,858.27
Total State Apportionment	<u>\$ 423,169.77</u>	<u>\$ (55,263.00)</u>	<u>\$ 367,906.77</u>
Financing			
District Contribution	\$ 2,190.23	\$ 0.00	\$ 2,190.23
CSFA Lease Amount	210,489.77	(27,631.50)	182,858.27
State (SFP)	212,680.00	(27,631.50)	185,048.50
Total Project Costs	<u>\$ 425,360.00</u>	<u>\$ (55,263.00)</u>	<u>\$ 370,097.00</u>

RECOMMENDATIONS

1. Approve a decrease of \$55,263.00 in the total project cost from \$425,360.00 to \$370,097.00.
2. Approve a decrease of \$27,631.50 in the CSFA Lease Amount [Bonds/2006-Nov.; 057-540] from \$210,489.77 to \$182,858.27.
3. Approve a decrease of \$27,631.50 in the State Apportionment [Bonds/2006-Nov.; 057-540] from \$212,680.00 to \$185,048.50.
4. Require the Charter school to return State funds in the amount of \$55,263.00.

SCHOOL DISTRICT DATA

Application Number:.....54/67314-00-003 School District:.....California Montessori Project
 County:.....Sacramento School Name:.....California Montessori Project – Elk Grove
 Financial Hardship.....No

PURPOSE OF REPORT

To recommend accounting revisions to close out a completed project.

DESCRIPTION

A review of expenditures reported by the Charter School has been made and the revisions indicated are necessary to close out this completed project. This is a Charter School Facilities Program (CSFP) project and has savings in the amount of \$62,140.34. SFP Regulation Section 1859.169.1 states “Projects funded under the CSFP do not generate savings pursuant to Section 1859.103. In addition, State funds remaining at the completion of the project may not be used to satisfy the local matching share obligation. Remaining funds must be returned to the State.” The District incurred additional expenditures per SFP Regulation Sections 1859.74 and 1859.106 and may receive additional Department of Toxic Substances Control (DTSC) funding in the amount of \$2,618.88. The Charter School has concurred with the findings and agrees to return the State funds in the amount of \$59,521.46.

Detail of Final Cost & Financing

Budget Item	Currently Approved	Required Change	Revised Approval
SFP New Construction	\$ 2,953,350.00	\$ (31,070.17)	\$ 2,922,279.83
SFP Site Acquisition	215,000.00	0.00	215,000.00
SFP Site Other	25,000.00	0.00	25,000.00
SFP Service Site	606,664.00	0.00	606,664.00
SFP General Site	318,005.00	0.00	318,005.00
SFP Offsite	375,484.00	0.00	375,484.00
SFP Utilities	89,391.00	0.00	89,391.00
SFP Site DTSC Fees	750.00	1,309.44	2,059.44
SFP Fire Detection/Alarm	3,600.00	0.00	3,600.00
SFP Fire Sprinklers	50,750.00	0.00	50,750.00
SFP Prevailing Wage Monitoring	11,595.00	0.00	11,595.00
SFP CSFA Lease Amount	4,649,589.00	(29,760.73)	4,619,828.27
Total State Apportionment	<u>\$ 9,299,178.00</u>	<u>\$ (59,521.46)</u>	<u>\$ 9,239,656.54</u>
Financing			
State (SFP)	\$ 4,649,589.00	\$ (29,760.73)	\$ 4,619,828.27
CSFA Lease Amount	4,649,589.00	(29,760.73)	4,619,828.27
Total Project Costs	<u>\$ 9,299,178.00</u>	<u>\$ (59,521.46)</u>	<u>\$ 9,239,656.54</u>

RECOMMENDATIONS

1. Approve a decrease of \$59,521.46 in the total project cost from \$9,299,178.00 to \$9,239,656.54.
2. Approve a decrease of \$29,760.73 in the State Apportionment [Bonds/2004-Mar.; 055-540] from \$4,649,589.00 to 4,619,828.27.
3. Approve a decrease of \$29,760.73 in the CSFA Lease Amount [Bonds/2004-Mar.; 055-540] from \$4,649,589.00 to \$4,619,828.27.
4. Require the District to return State funds in the amount of \$29,760.73.
5. Require the District to return CSFA Lease Amount in the amount of \$29,760.73.

SCHOOL DISTRICT DATA

Application Number:.....59/40360-00-005 School District:.....Metro Ed. District JPA ROC/P
 County:.....Santa Clara School Name:.....Central County Occupational Center
 Financial Hardship.....No

PURPOSE OF REPORT

To recommend accounting revisions to close out a completed project.

DESCRIPTION

A review of expenditures reported by the District has been made and the revisions indicated are necessary to close out this completed project. This is a Career Technical Education Facilities Program project and has savings in the amount of \$15,478.38. SFP Regulation Section 1859.199 states “an applicant district may not retain savings realized by a Career Technical Education Facilities Project.” The District has concurred with the findings and agrees to return the State funds in the amount of \$7,739.19.

Budget Item	Detail of Final Cost & Financing		
	Currently Approved	Required Change	Revised Approval
SFP Modernization	\$ 263,311.00	\$ (7,739.19)	\$ 255,571.81
Total State Apportionment	<u>\$ 263,311.00</u>	<u>\$ (7,739.19)</u>	<u>\$ 255,571.81</u>
Financing			
District Contribution	\$ 263,311.00	\$ (7,739.19)	\$ 255,571.81
State (SFP)	<u>263,311.00</u>	<u>(7,739.19)</u>	<u>255,571.81</u>
Total Project Costs	<u>\$ 526,622.00</u>	<u>\$ (15,478.38)</u>	<u>\$ 511,143.62</u>

RECOMMENDATIONS

1. Approve a decrease of \$15,478.38 in the total project cost from \$526,622.00 to \$511,143.62.
2. Approve a decrease of \$7,739.19 in the District Contribution from \$263,311.00 to \$255,571.81.
3. Approve a decrease of \$7,739.19 in the State Apportionment [Bonds/2006-Nov.; 057-600] from \$263,311.00 to \$255,571.81.
4. Require the District to return State funds in the amount of \$7,739.19.

SCHOOL DISTRICT DATA

Application No	54/67447-00-005	County	Sacramento
School District	San Juan Unified	Charter School	Gateway International School
		School Name	Gateway International School

PROJECT DATA

Type of Project:	Middle School
Pupils Assigned	K-6:
	7-8:
	9-12:
	Non-Severe:
	Severe:
Non-Toilet sq. ft.:	25,263
Toilet sq. ft.:	1,501

PRELIMINARY GRANT DATA

Charter School Base Grant	\$	5,066,129.00
Urban/Security/Impacted Site		<u>808,843.00</u>
Subtotal		5,874,972.00
Inflator Factor		<u>763,746.00</u>
Total State Project Share (50%)		6,638,718.00
CSFA Lease-Payment Amount		0.00
Charter School Cash Contribution		<u>6,638,718.00</u>
Total Project Cost	\$	<u>13,277,436.00</u>

Application Filing Basis:	Charter
Number of Classrooms:	17
Master Plan Acres:	
Existing Acres:	8.00
Proposed Acres:	0.00
Recommended Acres:	14.00

PROJECT FINANCING

<u>State Share</u>	
This Project	\$ 6,638,718.00
<u>Charter School Share</u>	
CSFA Lease Amount	
Cash Contribution	<u>6,638,718.00</u>
Total Project Cost	\$ <u>13,277,436.00</u>

HISTORY OF PROJECT COST AND APPORTIONMENT

	Fund Code	Proposition	Previously Authorized	Authorized This Action	Unfunded Preliminary Apportionment This Action
<u>State Share</u>					
Charter School Grant	951-540	51	\$ 6,638,718.00		
<u>Charter School Share</u>					
CSFA Lease Amount	951-544	51	6,638,718.00	\$ (6,638,718.00)	\$ (6,638,718.00)
Cash Contribution				<u>6,638,718.00</u>	
Total Project Cost			\$ <u>13,277,436.00</u>	\$ <u>0.00</u>	\$ <u>(6,638,718.00)</u>

Funding Source: Proposition 51 Bonds/2016-Nov.

The Applicant shall ensure that it is in compliance with all applicable laws, regulations and certifications it made on the program forms.

Based on the Board's action on June 5, 2017, this project is subject to the Grant Agreement submittal pursuant to School Facility Program Regulation Section 1859.90.4.

The Applicant is responsible for ensuring that the project is compliant with Prevailing Wage Monitoring and/or Labor Compliance Program requirements at the time construction contracts are executed and/or construction commenced.

The above Charter School Grant is a maximum reservation of funding for each of the construction and site acquisition amounts (50 percent State share amount) and is not intended to reflect the actual project costs at the time the project is converted to a Final Charter School Apportionment (FCSA). The FCSA shall be based on SAB regulation allowances established at the time the project is converted and shall not exceed the maximum amounts in each category.

The Charter School Base Grant was capped at the new construction capacity of the project as required by School Facility Program Regulation Section 1859.163.5.

This item removes the CSFA lease amount for \$6,638,718 and adds a cash contribution for \$6,638,718 as requested by the Applicant. This project shall maintain its preliminary apportionment date of January 24, 2018.

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, August 15, 2018

CHARTER SCHOOL FACILITIES PROGRAM
AGREEMENT APPROVAL

PURPOSE OF REPORT

To present revised templates of the Charter School Agreements for the Charter School Facilities Program (CSFP) for State Allocation Board (Board) approval.

DESCRIPTION

In 2002, Assembly Bill 14 created the CSFP. With the passage of Propositions 47, 55, 1D and 51, \$1.4 billion has been made available for the new construction of charter school facilities or the rehabilitation of existing school district facilities for charter school use. This program allows charter schools to access State facility funding directly or through the school district that serves the same grade level as the project, where the project will be physically located. The attached Memorandum of Understanding (MOU) and Funding Agreement templates are a requirement for fund release. They are created by the California School Finance Authority (CSFA) and have been revised to address specific scenarios based on applicant and charter school type. The Executive Officer will be signing the agreements on behalf of the SAB.

This item seeks Board approval of the revised templates included as Attachment B.

AUTHORITY

See Attachment A.

BACKGROUND

The attached MOU (required for all projects) and Funding Agreement (projects with a CSFP lease) templates, along with a Use Agreement (if the district holds title), are collectively referred to as the Charter School Agreements. The MOU and Funding Agreement are templates created by CSFA and the Use Agreement is created by the district. The Charter School Agreements must be executed prior to the release of funds. The agreements are executed once they are signed by the State, charter school and district if the district holds title or is the applicant. For purposes of these agreements, the State is both the SAB and CSFA. The original MOU and Funding Agreement templates were approved by the SAB on January 24, 2007.

Under the CSFP, an applicant may be either the charter school or school district. If the charter school is the applicant, funding will be released directly to the charter school. If the district is the applicant, funding will be released to the district. For rehabilitation projects, title must be held by the school district. For new construction projects, title may be held by the charter school, school district or governmental entity. The attached templates have been revised to account for possible application scenarios based on applicant and the entity that holds title.

STAFF COMMENTS

The attached agreements were approved by CSFA's board at its August 2018 meeting. Staff has reviewed the agreements and accepts the revisions.

RECOMMENDATION

Approve the attached revised MOU and Funding Agreement templates for use in the CSFP.

ATTACHMENT A

Education Code 17078.53.

(a) The initial preliminary applications for projects to be funded pursuant to this article shall be submitted to the board by March 31, 2003. Thereafter, the board may establish subsequent application periods as needed.

(b) Preliminary applications may be submitted by eligible applicants as set forth in this article by either of the following:

(1) A school district on behalf of a charter school that is physically located within the geographical jurisdiction of the school district.

(2) A charter school on its own behalf if the charter school has notified both the superintendent and the governing board of the school district in which it is physically located of its intent to do so in writing at least 30 days prior to submission of the preliminary application.

(c) A preliminary application shall demonstrate either of the following:

(1) That a charter petition for the school for which the application is submitted has been granted by the appropriate chartering entity prior to the application deadline determined by the board.

(2) That an already existing charter has been amended to include the school for which the application is submitted and approved by the appropriate chartering entity prior to the deadline determined by the board.

(d) A preliminary application shall include either of the following:

(1) For a preliminary application submitted pursuant to paragraph (1) of subdivision (b), the number of unhoused pupils determined pursuant to Article 3 (commencing with Section 17071.75) that will be housed by the project for which the preliminary application has been submitted.

(2) For a preliminary application submitted pursuant to paragraph (2) of subdivision (b), a certification from the governing board of the district within which the charter school is physically located of the number of unhoused pupils for that district determined pursuant to Article 3 (commencing with Section 17071.75) that will be housed by the project for which the preliminary application has been submitted.

(e) Prior to submitting a preliminary application, the school district and charter school shall consider existing school district facilities in accordance with Section 47614.

(f) The board, after consideration of the recommendations of the authority regarding whether a charter school is financially sound, shall approve the preliminary application and shall make the preliminary apportionment for funding pursuant to this article.

(g) (1) The board shall establish a process to ensure that pupil attendance in a charter school that is physically located within the geographical jurisdiction of a school district is counted as per-pupil eligibility for that school district and to ensure that the same per-pupil attendance is not so counted for any other school district or other applicant under this chapter.

(2) (A) Except as provided pursuant to subparagraph (B) and notwithstanding subdivision (b) of Section 17071.75, the number of pupils for which facilities are provided under this article shall not be included in the sum determined under subdivision (b) of Section 17071.75.

(B) The number of unhoused pupils determined pursuant to subdivision (d) that will be housed by the project for which a preliminary application has been submitted shall be included in the sum determined under subdivision (b) of Section 17071.75.

(h) The board shall establish a process to be used for release of funds for approved projects pursuant to this article. Notwithstanding Section 17072.30, the board may provide for the release of planning and site acquisition funds prior to the approval of the project by the Department of General Services pursuant to the Field Act, as defined in Section 17281.

Education Code 17078.54.

(a) An eligible project under this article shall include funding, as permitted by this chapter, for new construction or rehabilitation of a school facility for charter school pupils, as set forth in this article. A project may include, but is not limited to, the cost of retrofitting an existing building for charter school purposes, purchasing a building, or retrofitting

a building that has been purchased by the charter school, if those costs have not been previously funded under this chapter, but may not exceed the amounts set forth in subdivision (b). Existing school buildings made available by a school district that will be rehabilitated for the purposes of this article are not subject to Article 6 (commencing with Section 17073.10). An allocation of funds shall not be made for a school facility that is less than 15 years old.

(b) The maximum amount of the funding pursuant to this article shall be determined by calculating the charter school's per-pupil grant amount plus other allowable costs as set forth in this chapter. Funding shall be provided by the authority for new facility construction or rehabilitation as set forth in Section 17078.58.

(c) To be funded under this article, a project shall comply with all of the following:

(1) It shall meet all the requirements regarding public school construction, plan approvals, toxic substance review, site selection, and site approval, as would any noncharter school project of a school district under this chapter, including, but not limited to, regulations adopted by the State Architect pursuant to Section 17280.5 relating to the retrofitting of existing buildings, as applicable.

(2) Notwithstanding any provision of law to the contrary, including, but not limited to paragraph (1), the board, after consulting with the relevant regulatory agencies, shall, to the extent feasible, adopt regulations establishing a process for projects to be subject to a streamlined method for obtaining regulatory approvals for all requirements described in paragraph (1), except for the requirements of the Field Act as defined in Section 17281 which shall be complied with in the same manner as any other project under this chapter.

(3) The board shall fund only new construction to be physically located within the geographical jurisdiction of a school district.

(d) Facilities funded pursuant to this article shall have a 50 percent local share matching obligation that may be paid by the applicant through lease payments in lieu of the matching share, or as otherwise set forth in this article, including, but not limited to, Section 17078.58.

(e) The authority may charge its administrative costs against the respective 2002, 2004, or 2006 Charter School Facilities Account, or the amount described in paragraph (2) of subdivision (a) of Section 101122, which shall be subject to the approval of the Department of Finance and which may not exceed 2.5 percent of the account or amount.

Education Code 17078.57.

(a) The authority, in consultation with the board, shall adopt regulations establishing uniform terms and conditions that shall apply equally to all projects for funding in accordance with Section 17078.58, including, but not limited to, all of the following:

(1) The process for determining the manner in which the applicant will pay its local matching share, including the method for determining lease payments to be made in lieu of the local matching share. The regulations shall comply with all of the following criteria:

(A) The payment process set forth in Section 17199.4 may be used.

(B) The payment process shall permit lump-sum local matching payments and shall permit establishment of a schedule for lease payments to be made in lieu of the local matching share.

(C) The lease payment schedule shall be calculated by amortizing one-half of the total approved project costs, minus lump-sum payments, over the entire payment period as set forth in Section 17078.58.

(D) The payment schedule for payments in lieu of the local matching funds pursuant to this section shall be based upon payment, within a reasonable period of time not to exceed a 30-year period, of one-half of the total eligible project costs, and shall be calculated in a manner that is designed to result in full payment of that portion, together with interest thereon at a rate set by the authority. The interest rate shall be set using the lower of the following:

(i) The rate paid on moneys in the Pooled Money Investment Account as of the date of disbursement of the funding.

(ii) A rate equal to 50 percent of the interest rate paid by the state on the most recent sale of state general obligation bonds, and the interest rate shall be computed according to the true interest cost method.

(E) Notwithstanding subparagraph (D), the authority shall not set the interest rate on a loan at a rate lower than 2 percent. Program participants that have locked in an interest rate before January 1, 2009, may reset their payment schedule based on the interest rate set pursuant to subparagraph (D) as of January 1, 2009. Program participants

executing an agreement on and after January 1, 2009, shall have their interest rate set at the time the funding agreement is executed and shall not renegotiate interest rates without prior approval of the authority.

(2) The method for determining whether a charter school is financially sound. In the case of a charter school chartered by a school district that is located outside of the school district that chartered it, the method developed by the authority shall include, but shall not be limited to, a site visit to the school facility currently being used by the charter school during hours when pupils are present and instruction is being provided.

(3) (A) Security provisions, including, but not limited to, whether title to project facilities shall be held by the school district in which the facility is to be physically located, in trust, for the benefit of the state public school system, or by another entity as authorized pursuant to Section 17078.63.

(B) The authority shall adopt a mechanism whereby a person or entity who provides a substantial contribution that is applied to the costs of the project in excess of the state share and the local matching share may be granted a security interest to be satisfied from the proceeds, if any, realized when the property is ultimately disposed of as set forth in paragraph (5) of subdivision (b) of Section 17078.62.

(4) The method for integrating funding pursuant to this article with the general procedures of the authority pursuant to subdivision (i) of Section 17180 for otherwise funding projects eligible for funding under this chapter, if appropriate.

(b) The authority may adopt, amend, or repeal rules and regulations pursuant to this chapter as emergency regulations. The adoption, amendment, or repeal of these regulations is conclusively presumed to be necessary for the immediate preservation of the public peace, health, safety, or general welfare within the meaning of Section 11346.1 of the Government Code.

**CHARTER SCHOOL FACILITIES PROGRAM
FUNDING AGREEMENT**

Between the State of California,

and

[CMO],

a Charter Management Organization, on behalf of

[CHARTER SCHOOL]

(CDS Code #XX-XXXXX-XXXXXXX),

a California Charter School

ARTICLE I – PURPOSE

- A. This Funding Agreement (“Agreement”) is made and entered into as of _____, (“Effective Date”) by and between the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the “State”) and the charter management organization identified above on behalf of the charter school identified above, a California Charter School operating as a non-profit public benefit corporation in accordance with Education Code Section 47604 (the charter management organization and charter school referenced above hereinafter individually and collectively referred to as “Charter School”). The provisions of this Agreement shall be effective from and after the Effective Date until the termination of the Agreement as provided herein.
- B. The Charter School has applied to the State for financing of its charter school facilities project (“Facilities”) under the Charter School Facilities Program (“CSFP”) established pursuant to Article 12 of Chapter 12.5 of Part 10 of the California Education Code and the regulations for its implementation provided in Title 4, Cal. Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq.
- C. The Charter School’s Facilities may involve the purchase of real property or the purchase of real property and construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property, or the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on real property that the Charter School has acquired previously.

- D. This Agreement is being entered into in accordance with the requirements of the CSFP. To the extent the Agreement is inconsistent with or in conflict to the provisions of the CSFP and the implementing regulations, the CSFP and implementing regulations shall prevail.
- E. The terms of this Agreement may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of the parties, or except as otherwise permitted by law. This Agreement may be amended, or a new agreement executed, as necessary, upon the application of the Charter School and the approval by the State of a final apportionment.

ARTICLE II – FINANCING OF THE CHARTER SCHOOL’S PROJECT

2.1 Fifty Percent Local Matching Share Obligation

A. Payments

1. The Charter School’s Application for Preliminary, Advance, and/or Final apportionment for the Facilities has been approved by the State. The State will provide as a grant funding for fifty percent (50%) of the approved costs for the Facilities, and the Charter School is responsible for a Local Matching Share of fifty percent (50%) of the approved costs for the Facilities. The Final Apportionment Amount will be reduced by any amounts received by the Charter School through any Advance Apportionment(s). The amounts of the Preliminary, Advance and/or Final Apportionment are set forth in Exhibit “A” of this Funding Agreement.
2. The Charter School’s Final Apportionment (“Apportionment”) is contingent upon the Charter School paying its 50% Local Matching Share obligation by making payments to the State pursuant to this Agreement. The 50% grant funding does not need to be repaid.
3. The Charter School will make its payments on the Local Matching Share to the State through the use of the Intercept Mechanism as described in Section 17199.4 of the Education Code. The Charter School shall comply with all provisions in this section prior to any funds being released.
4. The Charter School will repay the Local Matching Share to the State by making monthly payment installments, in arrears, as provided for in the schedule of payments (“Payment Schedule”), developed in compliance with section 2.1(D). The amount shall include interest on the unpaid principal balance at the interest rate prescribed in Section 17078.57(a)(1)(D) and (E) of the Education Code.
5. Payments will be applied first to accrued but unpaid interest, then to the unpaid principal balance.
6. Payments may be prepaid in whole or in part at any time before the end of the payment term without penalty.

7. Payments shall be made directly to the State Allocation Board for deposit into the respective 2002, 2004, 2006, or 2016 Charter School Facilities Account, or as otherwise directed by the State in writing.

B. Late Payments

The failure to make a payment on time will cause the State to incur costs not contemplated by the parties when entering into this Agreement, the exact nature and amount of which would be extremely difficult and impracticable to ascertain. Accordingly, on the fifteenth day after a payment is due, the Charter School may be assessed, by way of damages, a late charge in an amount equal to five percent (5%) of the past due amount. The parties agree that this late charge represents a fair and reasonable estimate of the costs incurred by the State as the result of a late payment, and the Charter School agrees to immediately pay the late charge. The State's acceptance of late charges will not constitute a waiver of default with respect to the overdue payment, and will not prevent the State from exercising any other rights available under this Agreement. The Charter School will pay a late charge only once on any late payment. The late charges will be deposited into the 2002, 2004, 2006, or 2016 Charter School Facilities Account.

C. Payment Period

The payment period shall commence upon the later to occur: (1) the Effective Date; or (2) after one full year of the Facilities being open and the Charter School commences its educational program ("Commencement Date"). The period shall end 30 years following the Effective or Commencement Date, or when paid in full.

D. Payment Schedule

1. Within thirty (30) days of the start of the Charter School's operations, the parties will execute a letter confirming the Commencement Date, the Expiration Date, the payment terms, and other such terms, including a Payment Schedule which shall be attached to this Agreement and incorporated herein as Exhibit "B".
2. The State shall establish the Payment Schedule in accordance with Education Code section 17078.57 and California Code of Regulations, title 4, Section 10160. The Payment Schedule may be amended, at the State's sole discretion, where the Charter School has demonstrated financial hardship to the State's satisfaction and the State has determined that the Charter School continues to be financially sound. The Payment Schedule shall end 30 years following the Effective or Commencement Date, or when paid in full.

E. Payments To Be Unconditional

Except as expressly provided for in this Agreement, any present or future law to the contrary notwithstanding, this Agreement shall not terminate, nor shall the Charter School be entitled to any abatement, suspension, deferment, reduction, setoff, counterclaim, or defense with respect to the payments, nor shall the

obligations of the Charter School be affected (except as expressly permitted) by reason of:

1. any failure of the Facilities or any part thereof to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Facilities, any accident or unforeseen circumstances, or any damage to or destruction of the Facilities, or any part thereof;
2. any taking of the Facilities, or any part thereof, or interest therein by condemnation or otherwise;
3. any prohibition, limitation, restriction or prevention of the Charter School's use, occupancy or enjoyment of the Facilities, or any part thereof, or any interference with such use, occupancy or enjoyment by any person for any reason;
4. any title defect, lien or any other matter affecting title to the Facilities;
5. any eviction by paramount title or otherwise;
6. any default by the Charter School;
7. any action for bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding relating to or affecting this Agreement or the Charter School;
8. the impossibility or illegality of performance by the Charter School;
9. any action of any governmental authority or any other person;
10. the Charter School's acquisition of ownership of all or part of the Facilities;
11. breach of any warranty or representation with respect to the Facilities;
12. any defect in the condition, quality, or fitness for use of the Facilities;
13. Any other cause or circumstance similar or dissimilar to the foregoing, and whether or not the Charter School has notice or knowledge of any of the foregoing; or
14. Notwithstanding the above, nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal.

F. Acceptance and Application of Payment; Not Accord and Satisfaction

1. No receipt by the State of a lesser payment than the payment required under this Agreement shall be considered to be other than on account of the earliest amount due, and no endorsement or statement on any check or letter accompanying a payment or check shall be considered an accord and satisfaction. The State may accept checks or payments without prejudice to its right to recover all amounts due and pursue all other remedies provided for in this Agreement.

2. Acceptance of monies from the Charter School after the Charter School has received notice of termination shall in no way reinstate, continue, or extend the term or affect the termination notice. The State may receive and collect any payment due, and payment shall not waive or affect any prior notice, action, or judgment.

2.2 Conditions for Release of Funding

The Charter School must satisfy the following conditions, and such others as may be reasonably required by the State, before the State will release any funding:

- A. The Charter School shall have satisfied all of the requirements for such funding under the CSFP and Memorandum of Understanding, including that it shall have a current, valid charter.
- B. The Charter School shall have entered into this Agreement and the State shall have received an original of this Agreement properly executed on behalf of the Charter School, with each of the Exhibits hereto properly completed.
- C. If the funding shall be used to acquire real property, the Charter School, at its sole cost and expense, shall structure the closing of the escrow for the acquisition of the real property by the Charter School, as trustee of the real property on behalf of the state public school system. The Charter School must notify the State when CSFP funds are received by the Charter School. In addition the escrow shall provide for the recordation of the State Allocation Board's lien for the total amount of the funds allocated pursuant to Article 12, Chapter 12.5, Part 10, Division 1 of the Education Code, including any loan received in lieu of a local matching share pursuant to Education Code section 17078.57. The escrow shall also provide for the recordation of a restrictive covenant specifying that the Facilities shall be used only for public school purposes as authorized in the California Constitution and California statutes, as well as a remainder interest to the school district in which the Facilities are located ("School District"), which is listed in the attached Staff Summary, Exhibit "D", and if that district subsequently disclaims its interest to the Facilities, to the State Allocation Board on behalf of the State of California. The remainder interest shall be triggered when the Facilities are no longer needed for charter school purposes.
- D. State funds shall be deposited in the escrow, and pursuant to escrow instructions, disbursed at the close of escrow after the State has reviewed and approved the title documents.
- E. If the Charter School is required to have a Guarantor for its project, it shall have entered into a guaranty with an acceptable Guarantor and the State shall have received an executed original of the agreement.
- F. The State shall have received a certificate of the secretary of the Charter School as to (i) the resolution of the board of directors of the Charter School, or authorizing the execution, delivery and performance of this Agreement, (ii) the bylaws of the Charter School, (iii) signatures of the officers or agents of the Charter School authorized to execute and deliver this Agreement on behalf of the

Charter School and, if applicable, attaching thereto a copy of the Charter School's certificate or articles of incorporation or partnership or limited liability company formation document certified by the Office of the Secretary of State for the State of California.

- G. Certificate of good standing issued to the Charter School by the California Secretary of State not more than thirty (30) days prior to the Effective Date of this Agreement, if applicable.
- H. The Charter School shall deliver to the State a standard preliminary title report issued by a title company with respect to the Facilities, and legible copies of all documents referred to in the title report (Exhibit "C"). The Charter School shall comply with the title requirements of section 3.4 of this Agreement, and shall provide to the State, upon request, all documents and materials relating to the Facilities and the title to the Facilities.
- I. The Charter School represents that it has a minimum debt service coverage ratio determined by the State to be sufficient, but in no event to be less than 1.0x.
- J. The Charter School represents that it is financially sound, and will demonstrate to the satisfaction of the State, its continued financial soundness. If the Charter School's chartering authority revokes or declines to renew the Charter School's charter, this Agreement will be in default and the provisions of Education Code section 17078.62 shall be invoked. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal.
- K. The Charter School shall establish and maintain a separate and distinct account for deposits of all CSFP loan proceeds.

2.3 Payment During Dispute Period

Notwithstanding any dispute between the Charter School, its chartering authority, the State, or any vendor under any purchase agreement or any other person, the Charter School shall make all payments when due and shall not withhold any payments pending final resolution of a dispute, nor shall the Charter School assert any right of set-off or counterclaim against its obligation to make payments, and the Charter School waives any and all rights now or hereafter available by statute or otherwise to modify or to avoid strict compliance with its obligations under this Agreement.

2.4 Force Majeure

The time for the Charter School or the State to perform any obligation or assert any right under this Agreement or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

2.5 No Debt or Liability/Obligation of the State

- A. This Agreement shall not be deemed to constitute a debt or liability or obligation of the State or any political subdivision thereof, or a pledge of the faith and credit

or taxing power of the State or any political subdivision thereof, but shall be a special obligation payable solely by the Charter School.

- B. The obligation to make payments does not constitute an indebtedness of the Charter School or its chartering authority within the meaning of any constitutional or statutory debt limitation or restriction and in all cases shall be made solely from legally available funds.
- C. The parties intend that the obligations of the Charter School shall be covenants, agreements and obligations that are separate and independent from any obligations of the State, and shall continue unaffected unless modified or terminated in accordance with an express provision of this Agreement.

ARTICLE III – CHARTER SCHOOL’S FACILITY

3.1 Utilization of Apportionment for Facility

The Charter School agrees to utilize its apportionment for purposes consistent with the CSFP, and for the acquisition of real property and the installation, construction, retrofitting and improvement of said real property in order to allow a charter school educational program to be conducted. To the extent that the apportionment is insufficient in any way, the Charter School must pay additional amounts as necessary to complete the acquisition, installation, construction, retrofitting and improvement of the Facilities and to ensure that all elements of the Facilities, including the property and improvements, are operational. The State shall have no obligation to provide additional funding beyond the apportionment provided for in this Agreement.

3.2 Use of Facilities for Charter School

- A. The Charter School may use and occupy the Facilities during the term of the Agreement solely for the operation of a charter school, as authorized under the California Education Code. The foregoing statement shall not constitute a representation or guaranty that the operation of a charter school may be conducted in the Facilities or is lawful or permissible under any certificates of occupancy issued for the Facilities, or is otherwise permitted by law. Use of the Facilities shall in all respects comply with all applicable legal requirements.
- B. Prior to commencing operations in the school, the Charter School shall provide the State with a copy of a valid certificate of occupancy issued by the appropriate governmental agency for the Facilities, if applicable, or the equivalent issued by the California Division of the State Architect.
- C. In the event the Charter School no longer is using the Facilities, the usage and priority provisions of Education Code section 17078.62 shall apply. The Charter School shall reasonably cooperate and assist with any transition that may take place pursuant to the priority provisions.
- D. The State shall not have any obligation for construction work or improvements on or to the Facilities. The Charter School has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this Agreement. The Charter School is thoroughly familiar with all aspects of the

Facilities and is satisfied that they are in an acceptable condition and meet its needs.

- E. The Charter School, its officers, members, partners, agents, employees and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, culture, physical disability (including HIV and AIDS), mental disability, medical condition (cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. The Charter School, its officers, members, partners, agents, employees and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.).

3.3 Facility Location and Suitability

- A. The Charter School's Facilities are located in the county listed in the attached Staff Summary, Exhibit "D", and as more particularly described in the "Project Description" section of the summary.
- B. The property is physically located within the geographical jurisdiction of the School District in which the Facilities are located, which is listed in Exhibit "D" and the school attendance area generating eligibility for funding, if applicable.
- C. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.

3.4 Title to the Facilities

- A. The Charter School has obtained or will obtain good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in the title report on the terms and conditions of this Agreement.
- B. Title to the Facilities shall be vested in trust for the benefit of the California State public school system.
- C. The Charter School will at all times protect and defend, at its own cost and expense, the title from and against all claims, liens and legal processes of creditors, and keep all the Facilities and the title free and clear of all such claims, liens and processes except for the liens created or expressly permitted by the Security Provisions of this Agreement and the CSFP.
- D. Any sale, contract to sell, option to purchase, conveyance or other transference of the Facilities must first be approved by the State in writing.
- E. The Charter School will execute, acknowledge and record all documents, certificates and agreements, including without limitation any grant deed, bill of

sale or assignment as necessary and provide copies of all documents, certificates and agreements to the State as required by this Agreement or as otherwise requested by the State.

3.5 Insurance Requirements

A. Types of Insurance

1. The Charter School shall, at its sole cost and expense, obtain and maintain at all times during the construction and occupancy of the Facilities, the following types of insurance on the Facilities, naming the State loss payee and additionally insured:
 - a. All Risk (special-causes-of-loss) property and fire insurance (with extended coverage endorsement including malicious mischief and vandalism and sprinkler leakage).
 - b. Commercial general liability insurance (broad form) covering claims for bodily injury, personal injury, death and property damage based on or arising out of the ownership, use, occupancy or maintenance of the Facilities and all areas appurtenant thereto.
 - c. Rental value insurance.
 - d. Worker's compensation insurance
 - e. Other types of insurance or endorsements to existing insurance as may be reasonably required from time to time by the State.
- B. The Charter School, at its own expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body that shall hereafter perform the function of such Association.
- C. All of the insurance policies required shall be issued by corporate insurers licensed or qualified to do business in the State of California and rated A:X or better by A.M. Best Company, and shall be in form acceptable to the State.
- D. All certificates of insurance shall be delivered to the State, along with evidence of payment in full of all premiums required. All such certificates shall be in form acceptable to the State and shall require the insurance company to endeavor to give to the State at least thirty (30) days' prior written notice before canceling the policy for any reason. Certificates evidencing all renewal and substitute policies of insurance shall be delivered to the State, along with evidence of the payment in full of all premiums, at least thirty (30) days before termination of the policies being renewed or substituted.
- E. The State shall be entitled to assignment and payment of all claims, causes of action, awards, payments, proceeds and rights to payment arising under or derived in connection with any insurance policy required to be maintained by the Charter School and any other insurance policies payable because of loss sustained to all or part of the Facilities, together with all interest which may accrue on any of the foregoing, provided, however, if the loss sustained to the

Facilities can be repaired or constructed with the proceeds of the insurance policy (plus any additional funds needed and supplied by the Charter School), then, provided the Charter School is not in default hereunder, upon request of the Charter School, the proceeds of the insurance policy and such additional funds may be used for such repair and reconstruction of the Facilities, if agreed to by the State.

- F. The State shall immediately be notified in writing if any damage occurs or any injury or loss is sustained to all or part of the Facilities, or any action or proceeding relating to any such damage, injury or loss is commenced. The State may, but shall not be obligated to, in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Facilities, and may make any compromise or settlement of the action or proceeding, provided that no compromise or settlement of any action or proceeding that materially affects the Charter School shall be entered into or agreed to without the Charter School's prior written consent, which may not unreasonably be withheld.

G. Waiver of Subrogation

1. Notwithstanding anything to the contrary in this Agreement, the Charter School releases the State and their respective agents, employees, successor, assignees and subtenants from all liability for injury to any person or damage to any property that is caused by or results from a risk (i) which is actually insured against, to the extent of receipt of payment under such policy (unless the failure to receive payment under any such policy results from a failure of the Charter School to comply with or observe the terms and conditions of the insurance policy covering such liability, in which event, such release shall not be so limited), (ii) which is required to be insured against under this Agreement, or (iii) which would normally be covered by the standard form of "all risk-extended coverage" casualty insurance, without regard to the negligence or willful misconduct of the entity so released.
 2. The Charter School shall obtain from its insurers under all policies of fire, theft, and other property insurance maintained by it at any time during the term insuring or covering the Facilities, a waiver of all rights of subrogation which the Charter School's insurers might otherwise, if at all, have against the State, and the Charter School shall indemnify the State against any loss or expense, including reasonable attorneys' fees, resulting from its failure to obtain such waiver.
- H. No approval by the State of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the State of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible and the Charter School assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers.

- I. The Charter School is liable for all duties and obligations with respect to its purchase and development of the Facilities, and it shall bear the risk of any loss or claim relating to the Facilities. The State shall assume no liability or risk of loss.

3.6 Consent for Assignment

- A. The State's (in accordance with the California Education Code) written consent shall be required before the Charter School may directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of its interest in or rights with respect to the Facilities or permit all or any portion of the Facilities to be occupied by anyone other than itself or sublet all or any portion of the Facilities. Such consent shall not be unreasonably withheld. No sublease or assignment nor any consent by the State shall relieve the Charter School of any obligation to be performed under this Agreement or under the CSFP.
- B. The Charter School shall not be permitted to assign any of its rights or liabilities under this Agreement without the written consent of the State. A transfer of control shall be deemed to have occurred if there shall be any of the following: (i) a transfer of the ultimate beneficial ownership of fifty percent (50%) or more of the equity or other ownership interests in the Charter School or of any class of equity interests in the Charter School, including, without limitation, by the issuance of additional shares or other equity interests or other ownership interests in the Charter School, (ii) a transfer of the right to receive fifty percent (50%) or more of any category of distributions made by the Charter School, or (iii) a transfer of the right to direct the management, policies or operations of the Charter School, by contract or otherwise.
- C. Except as provided in Education Code Section 17078.62, in no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of the Charter School under any bankruptcy, insolvency, reorganization or other debtor relief proceedings.

ARTICLE IV – REPORTING

- A. The Charter School shall:
 1. Report to the State any material adverse change in its financial and/or operational condition that could adversely affect its ability to make its payments under this Agreement and the CSFP;
 2. Report to the State if the Charter School's charter has been revoked or has not been renewed within 30 days of notification of such action, including providing a copy of the document provided by the chartering authority notifying the Charter School of such action;
 3. Provide audited financial statements within 120 days of the end of each fiscal year. Charter School may submit a written request for an extension from the State;

4. Notify the State when the Charter School incurs any borrowing of \$50,000 or more, with a duration of over one year. At its discretion, the State may conduct a financial soundness review; and
5. Comply with the State's requirements for reporting any civil or criminal matters.
6. Provide to the California School Finance Authority quarterly reports detailing all disbursements and interest earned as it relates to the separate CSFP account referenced in section 2.2, item K of the Funding Agreement.

ARTICLE V – DEFAULT AND REMEDIES

5.1 Events of Default

The occurrence of any of the following shall constitute a “Default” or “Event of Default” under this Agreement:

- A. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one (1) year of receipt of the certificate of occupancy.
- B. Failure by the Charter School to make any payment when due, and such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;
- C. Failure by the Charter School to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;
- D. Failure by the Charter School to provide reasonable evidence of compliance with all legal requirements whether expressly stated under this Agreement or otherwise imposed by the State under the CSFP or other applicable law, or failure to observe or perform any other applicable covenant, condition or agreement, where such failure continues for thirty (30) calendar days after receiving written notice by the State. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days;
- E. The Charter School shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or

any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School (unless, in the case of a petition filed against the Charter School, the same is dismissed in sixty (60) days) or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Charter School's Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provisions;

- F. The determination by the State that any material representation or warranty made by the Charter School was untrue in any material respect when made;
- G. The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal;
- H. The Charter School shall abandon the Facilities;
- I. If the performance of the payment obligations of the Charter School is guaranteed, the actual or anticipatory failure or inability, for any reason, of the Guarantor to honor the guarantee as required, and the Charter School's failure to provide written alternative assurance or security, which when coupled with the Charter School's then-existing resources, equals or exceeds the combined financial resources that existed at the time this Agreement is executed. The Charter School shall have sixty (60) calendar days following written notice by the State, to provide the written alternative assurance or security.

5.2 Remedies on Default

- A. The parties acknowledge and agree that this Agreement represents a unique situation that is not limited by the landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. Whenever any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:
 - 1. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, the Charter School shall remain liable for the performance of all of the obligations of the Charter School including, without limitation, the obligation to make payments to the State when due, so long as the Charter School continues to use and occupy the Facilities.
 - 2. On the termination of this Agreement for any reason, any steps the School District takes to comply with Education Code section 17078.62 shall in no way release the Charter School from its payment obligations that accrued prior to the last date upon which the Charter School had beneficial ownership and use of the facility ("Termination Date") or from the Charter School's obligation for any holdover. Assumption of this Agreement shall in no way release the Charter School from its payment obligations that

accrued prior to the Termination Date or from the Charter School's obligations for any holdover.

3. The State may proceed by appropriate court action to enforce specific performance by the Charter School of its covenants under this Agreement and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest and late charges, and all other sums due the State. The Charter School shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs.
- B. In the event of the Charter School's default, the State shall have the right to recover from the Charter School via the intercept mechanism described in Section 17199.4 of the Education Code via the intercept mechanism described in Section 17199.4 of the Education Code (i) the amount of all unpaid payments or other obligations (whether direct or indirect owed by the Charter School to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the Charter School to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the Charter School to the State.
 - C. Notwithstanding anything to the contrary, the State may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights with respect to this Agreement or the Facilities, and the Charter School, as applicable, shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this Agreement or as otherwise permitted by law.
 - D. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under this Agreement. All remedies herein conferred upon or reserved to the parties shall survive the termination of this Agreement.
 - E. No waiver of any provision of this Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision of this Agreement must be in writing and will affect only the provision specified and only for the time and in the manner stated in the writing.
 - F. The State, in its discretion, may provide the Charter School the opportunity to cure Default for up to a thirty (30) calendar day period. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State,

in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

ARTICLE VI – RELEASE OF LIABILITY AND INDEMNIFICATION

6.1 No Liability

- A. To the fullest extent permitted by law, the Charter School, on its behalf and on behalf of its officers, members, partners, agents, employees, and contractors, waives all claims it may have now or in the future (in law, equity, or otherwise) against the State, officials, directors, officers, attorneys, accountants, financial advisors, staff and employees arising out of, knowingly and voluntarily assumes the risk of, and agrees that the State shall not be liable for any of the following:
 - 1. Injury to or death of any person; or
 - 2. Loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential, incidental, punitive or penal or resulting damage of any kind from any cause.
- B. The State shall not be liable under this clause regardless of whether the liability results from any active or passive act, error, omission, or negligence of any party; or is based on claims in which liability without fault or strict liability is imposed or sought to be imposed.
- C. The State shall not be liable for any latent, hidden, or patent defect of the Facilities, or any part thereof, or any failure of the Facilities or any part thereof to comply with any legal requirement.

6.2 No Representations/Warranties

The Charter School does not rely on, and the State does not make any express or implied representations or warranties as to any matters including, without limitation, (a) the physical condition of the Facilities, (b) the existence, quality, adequacy or availability of utilities serving the Facilities, (c) the use, habitability, merchantability, fitness or suitability of the Facilities for the intended use, (d) the likelihood of deriving business from the location or the economic feasibility of the business, (e) Hazardous Materials on, in under or around the Facilities, (f) zoning, entitlements or any laws, ordinances or regulations which may apply to the use of the Facilities, or (g) any other matter relating to the Facilities.

6.3 Release of All Claims and Demands

The Charter School releases the State from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School or any of its employees or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to or in any way connected with Hazardous Materials presently in, on or under, or now or hereafter emanating from or migrating onto or under the Facilities. In connection with such release, the Charter

School hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

6.4 Indemnification

- A. To the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from: (a) any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of this Agreement on the Charter School's part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities by the Charter School; (c) the condition of the Facilities, and any occurrence on the Facilities, from any cause whatsoever; (d) any acts-omissions or negligence of the Charter School, its employees, agents or contractors in, on or about the Facilities; and (e) any breach in the Charter School's representations or warranties provided under this Agreement.
- B. The indemnification provided in this section shall apply regardless of the active or passive negligence of the State and regardless of whether liability without fault or strict liability is imposed or sought to be imposed; provided, however, that the right of indemnification shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a claim was proximately caused by gross negligence or willful misconduct.
- C. In case any action or proceeding be brought, made or initiated against any of the State relating to any matter covered by the Charter School's indemnification obligations, the Charter School, shall at its sole cost and expense, resist or defend such claim, action or proceeding by counsel approved by the State. Notwithstanding the foregoing, the State may retain its own counsel to defend or assist in defending any claim, action or proceeding, and the Charter School shall pay the reasonable fees and disbursements of such counsel. The Charter School's obligations to indemnify the State shall survive the expiration or earlier termination of this Agreement. The State is an intended third-party beneficiary of this article, and shall be entitled to enforce the provisions hereof.

The Charter School's obligation to indemnify the State may not be construed or interpreted as in any way restricting, limiting, or modifying the Charter School's insurance or other obligations under this Agreement and is independent of the Charter School's insurance and other obligations. The Charter School's compliance with the insurance requirements and other obligations under this

Agreement shall not in any way restrict, limit or modify the Charter School's indemnification obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement on the dates set forth below adjacent to their respective signatures. The effective date of this Funding Agreement shall be the last date set forth below.

THE STATE:

STATE ALLOCATION BOARD:

Date: _____

By: _____

Name: _____

Title: _____

CALIFORNIA SCHOOL FINANCE AUTHORITY:

Date: _____

By: _____

Name: Katrina Johantgen

Title: Executive Director

THE CHARTER SCHOOL:

[CHARTER SCHOOL]

BY: **[CMO]**, ON BEHALF OF **[CHARTER SCHOOL]**

Date: _____

By: _____

Name: _____

Title: _____

Exhibit A
Schedule of Apportionments

Apportionment	Date	Amount
Preliminary		
Advance		
Final		

Exhibit B
Payment Schedule

Exhibit C
Title Documentation

**Exhibit D
Staff Summary**

**CHARTER SCHOOL FACILITIES PROGRAM
FUNDING AGREEMENT**

Between the State of California,

and

[CHARTER SCHOOL]

(CDS Code #XX-XXXXX-XXXXXXX)

a California Charter School

ARTICLE I – PURPOSE

- A. This Funding Agreement (“Agreement”) is made and entered into as of _____, (“Effective Date”) by and between the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the “State”) and the charter school identified above , as assigned by the California Department of Education, a California Charter School operating as a non-profit public benefit corporation in accordance with Education Code Section 47604 (“Charter School”). The provisions of this Agreement shall be effective from and after the Effective Date until the termination of the Agreement as provided herein.
- B. The Charter School has applied to the State for financing of its charter school facilities project (“Facilities”) under the Charter School Facilities Program (“CSFP”) established pursuant to Article 12 of Chapter 12.5 of Part 10 of the California Education Code and the regulations for its implementation provided in Title 4, Cal. Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq.
- C. The Charter School’s Facilities may involve the purchase of real property or the purchase of real property and construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property, or the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on real property that the Charter School has acquired previously.
- D. This Agreement is being entered into in accordance with the requirements of the CSFP. To the extent the Agreement is inconsistent with or in conflict to the provisions of the CSFP and the implementing regulations, the CSFP and implementing regulations shall prevail.
- E. The terms of this Agreement may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement

of the parties, or except as otherwise permitted by law. This Agreement may be amended, or a new agreement executed, as necessary, upon the application of the Charter School and the approval by the State of a final apportionment.

ARTICLE II – FINANCING OF THE CHARTER SCHOOL’S PROJECT

2.1 Fifty Percent Local Matching Share Obligation

A. Payments

1. The Charter School’s Application for Preliminary, Advance, and/or Final apportionment for the Facilities has been approved by the State. The State will provide as a grant funding for fifty percent (50%) of the approved costs for the Facilities, and the Charter School is responsible for a Local Matching Share of fifty percent (50%) of the approved costs for the Facilities. The Final Apportionment Amount will be reduced by any amounts received by the Charter School through any Advance Apportionment(s). The amounts of the Preliminary, Advance and/or Final Apportionment are set forth in Exhibit “A” of this Funding Agreement.
2. The Charter School’s Final Apportionment (“Apportionment”) is contingent upon the Charter School paying its 50% Local Matching Share obligation by making payments to the State pursuant to this Agreement. The 50% grant funding does not need to be repaid.
3. The Charter School will make its payments on the Local Matching Share to the State through the use of the Intercept Mechanism as described in Section 17199.4 of the Education Code. The Charter School shall comply with all provisions in this section prior to any funds being released.
4. The Charter School will repay the Local Matching Share to the State by making monthly payment installments, in arrears, as provided for in the schedule of payments (“Payment Schedule”), developed in compliance with section 2.1(D). The amount shall include interest on the unpaid principal balance at the interest rate prescribed in Section 17078.57(a)(1)(D) and (E) of the Education Code.
5. Payments will be applied first to accrued but unpaid interest, then to the unpaid principal balance.
6. Payments may be prepaid in whole or in part at any time before the end of the payment term without penalty.
7. Payments shall be made directly to the State Allocation Board for deposit into the respective 2002, 2004, 2006, or 2016 Charter School Facilities Account, or as otherwise directed by the State in writing.

B. Late Payments

The failure to make a payment on time will cause the State to incur costs not contemplated by the parties when entering into this Agreement, the exact nature and amount of which would be extremely difficult and impracticable to ascertain.

Accordingly, on the fifteenth day after a payment is due, the Charter School may be assessed, by way of damages, a late charge in an amount equal to five percent (5%) of the past due amount. The parties agree that this late charge represents a fair and reasonable estimate of the costs incurred by the State as the result of a late payment, and the Charter School agrees to immediately pay the late charge. The State's acceptance of late charges will not constitute a waiver of default with respect to the overdue payment, and will not prevent the State from exercising any other rights available under this Agreement. The Charter School will pay a late charge only once on any late payment. The late charges will be deposited into the 2002, 2004, 2006, or 2016 Charter School Facilities Account.

C. Payment Period

The payment period shall commence upon the later to occur: (1) the Effective Date; or (2) after one full year of the Facilities being open and the Charter School commences its educational program ("Commencement Date"). The period shall end 30 years following the Effective or Commencement Date, or when paid in full.

D. Payment Schedule

1. Within thirty (30) days of the start of the Charter School's operations, the parties will execute a letter confirming the Commencement Date, the Expiration Date, the payment terms, and other such terms, including a Payment Schedule which shall be attached to this Agreement and incorporated herein as Exhibit "B".
2. The State shall establish the Payment Schedule in accordance with Education Code section 17078.57 and California Code of Regulations, title 4, Section 10160. The Payment Schedule may be amended, at the State's sole discretion, where the Charter School has demonstrated financial hardship to the State's satisfaction and the State has determined that the Charter School continues to be financially sound. The Payment Schedule shall end 30 years following the Effective or Commencement Date, or when paid in full.

E. Payments To Be Unconditional

Except as expressly provided for in this Agreement, any present or future law to the contrary notwithstanding, this Agreement shall not terminate, nor shall the Charter School be entitled to any abatement, suspension, deferment, reduction, setoff, counterclaim, or defense with respect to the payments, nor shall the obligations of the Charter School be affected (except as expressly permitted) by reason of:

1. any failure of the Facilities or any part thereof to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Facilities, any accident or unforeseen circumstances, or any damage to or destruction of the Facilities, or any part thereof;

2. any taking of the Facilities, or any part thereof, or interest therein by condemnation or otherwise;
3. any prohibition, limitation, restriction or prevention of the Charter School's use, occupancy or enjoyment of the Facilities, or any part thereof, or any interference with such use, occupancy or enjoyment by any person for any reason;
4. any title defect, lien or any other matter affecting title to the Facilities;
5. any eviction by paramount title or otherwise;
6. any default by the Charter School;
7. any action for bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding relating to or affecting this Agreement or the Charter School;
8. the impossibility or illegality of performance by the Charter School;
9. any action of any governmental authority or any other person;
10. the Charter School's acquisition of ownership of all or part of the Facilities;
11. breach of any warranty or representation with respect to the Facilities;
12. any defect in the condition, quality, or fitness for use of the Facilities;
13. Any other cause or circumstance similar or dissimilar to the foregoing, and whether or not the Charter School has notice or knowledge of any of the foregoing; or
14. Notwithstanding the above, nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal.

F. Acceptance and Application of Payment; Not Accord and Satisfaction

1. No receipt by the State of a lesser payment than the payment required under this Agreement shall be considered to be other than on account of the earliest amount due, and no endorsement or statement on any check or letter accompanying a payment or check shall be considered an accord and satisfaction. The State may accept checks or payments without prejudice to its right to recover all amounts due and pursue all other remedies provided for in this Agreement.
2. Acceptance of monies from the Charter School after the Charter School has received notice of termination shall in no way reinstate, continue, or extend the term or affect the termination notice. The State may receive and collect any payment due, and payment shall not waive or affect any prior notice, action, or judgment.

2.2 Conditions for Release of Funding

The following conditions must be satisfied, and such others as may be reasonably required by the State, before the State will release any funding:

- A. The Charter School shall have satisfied all of the requirements for such funding under the CSFP and Memorandum of Understanding, including that it shall have a current, valid charter.
- B. The Charter School shall have entered into this Agreement and the State shall have received an original of this Agreement properly executed on behalf of the Charter School, with each of the Exhibits hereto properly completed.
- C. If title to the property is already held by the Charter School, the Charter School, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the school district in which the Facilities are located ("School District"), which is listed in the attached Staff Summary, Exhibit "D", and the State, which shall convey title to the real property from the Charter School to the School District as trustee on behalf of the public school system. The Charter School must notify the State and the School District when CSFP funds are received by the Charter School. Within 30 days of receipt of CSFP funds, the Charter School must provide evidence to the State that title to the real property has been transferred to the School District. If Charter School fails to meet this requirement, Charter School will be in default of this Agreement.
- D. If title to the real property is not held by the Charter School, the Charter School, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the State, which shall convey title to the real property in trust on behalf of the state public school system. The School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in any other provisions of this Agreement.
- E. If the Charter School is required to have a Guarantor for its project, it shall have entered into a guaranty with an acceptable Guarantor and the State shall have received an executed original of the agreement.
- F. The State shall have received a certificate of the secretary of the Charter School as to (i) the resolution of the board of directors of the Charter School, or authorizing the execution, delivery and performance of this Agreement, (ii) the bylaws of the Charter School, (iii) signatures of the officers or agents of the Charter School authorized to execute and deliver this Agreement on behalf of the Charter School and, if applicable, attaching thereto a copy of the Charter School's certificate or articles of incorporation or partnership or limited liability company formation document certified by the Office of the Secretary of State for the State of California.
- G. Certificate of good standing issued to the Charter School by the California Secretary of State not more than 30 days prior to the Effective Date of this Agreement, if applicable.

- H. The School District shall deliver to the State a standard preliminary title report issued by a title company with respect to the Facilities, and legible copies of all documents referred to in the title report. (Exhibit "C"). The Charter School and School District shall comply with the title requirements of section 3.4 of this Agreement, and shall provide to the State, upon request, all documents and materials relating to the Facilities and the title to the Facilities.
- I. The Charter School represents that it has a minimum debt service coverage ratio determined by the State to be sufficient, but in no event to be less than 1.0x.
- J. The Charter School represents that it is financially sound, and will demonstrate to the satisfaction of the State, its continued financial soundness. If the Charter School's chartering authority revokes or declines to renew the Charter School's charter, this Agreement will be in default and the provisions of Education Code section 17078.62 shall be invoked. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal.
- K. The Charter School shall establish and maintain a separate and distinct account for deposits of all CSFP loan proceeds.
- L. The Charter School and the School District, in whose geographical jurisdiction the Charter School is located, will enter into an agreement governing the use of the facilities ("Use Agreement"). The phrase "substantial completion of construction" shall mean that standard of construction generally recognized by California construction law. The State shall have the right to review and approve the Use Agreement if there will be any modifications to the standard provisions. The State reserves the right to communicate directly with either the Charter School or the School District regarding amendments to the Use Agreement. The Charter School shall be in full compliance with the terms of the Use Agreement.

2.3 Payment During Dispute Period

Notwithstanding any dispute between the Charter School, its chartering authority, the State, or any vendor under any purchase agreement or any other person, the Charter School shall make all payments when due and shall not withhold any payments pending final resolution of a dispute, nor shall the Charter School assert any right of set-off or counterclaim against its obligation to make payments, and the Charter School waives any and all rights now or hereafter available by statute or otherwise to modify or to avoid strict compliance with its obligations under this Agreement.

2.4 Force Majeure

The time for the Charter School or the State to perform any obligation or assert any right under this Agreement or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

2.5 No Debt or Liability/Obligation of the State

- A. This Agreement shall not be deemed to constitute a debt or liability or obligation of the State or any political subdivision thereof, or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be a special obligation payable solely by the Charter School.
- B. The obligation to make payments does not constitute an indebtedness of the Charter School or its chartering authority within the meaning of any constitutional or statutory debt limitation or restriction and in all cases shall be made solely from legally available funds.
- C. The parties intend that the obligations of the Charter School shall be covenants, agreements and obligations that are separate and independent from any obligations of the State, and shall continue unaffected unless modified or terminated in accordance with an express provision of this Agreement.

ARTICLE III – CHARTER SCHOOL’S FACILITY

3.1 Utilization of Apportionment for Facility

The Charter School agrees to utilize its apportionment for purposes consistent with the CSFP, and for the acquisition of real property and the installation, construction, retrofitting and improvement of said real property in order to allow a charter school educational program to be conducted. To the extent that the apportionment is insufficient in any way, the Charter School must pay additional amounts as necessary to complete the acquisition, installation, construction, retrofitting and improvement of the Facilities and to ensure that all elements of the Facilities, including the property and improvements, are operational. The State shall have no obligation to provide additional funding beyond the apportionment provided for in this Agreement.

3.2 Use of Facilities for Charter School

- A. The Charter School may use and occupy the Facilities during the term of the Agreement solely for the operation of a charter school, as authorized under the California Education Code and subject to the terms of the Use Agreement. The foregoing statement shall not constitute a representation or guaranty that the operation of a charter school may be conducted in the Facilities or is lawful or permissible under any certificates of occupancy issued for the Facilities, or is otherwise permitted by law. Use of the Facilities shall in all respects comply with all applicable legal requirements.
- B. The general terms of the Charter School’s use of the Facilities shall be governed by the Use Agreement between the Charter School and the School District.
- C. Prior to commencing operations in the school, the Charter School shall provide the State and the School District with a copy of a valid certificate of occupancy issued by the appropriate governmental agency for the Facilities, if applicable, or the equivalent issued by the California Division of the State Architect.
- D. In the event the Charter School no longer is using the Facilities, the usage and priority provisions of Education Code section 17078.62 shall apply. The Charter School shall reasonably cooperate and assist with any transition that may take place pursuant to the priority provisions.

- E. The State and School District shall not have any obligation for construction work or improvements on or to the Facilities. The Charter School has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this Agreement. The Charter School is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs.
- F. The Charter School, its officers, members, partners, agents, employees and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, culture, physical disability (including HIV and AIDS), mental disability, medical condition (cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. The Charter School, its officers, members, partners, agents, employees and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.).

3.3 Facility Location and Suitability

- A. The Charter School's Facilities are located in the county listed in the attached Staff Summary, Exhibit "D" of this Funding Agreement, and are more particularly described in the "Project Description" section of the summary.
- B. The property is physically located within the geographical jurisdiction of the School District in which the Facilities are located, which is listed in Exhibit "D", and the school attendance area generating eligibility for funding, if applicable.
- C. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.

3.4 Title to the Facilities

- A. The School District has obtained or will obtain upon release of funds from the State, good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in the title report on the terms and conditions of this Agreement. The Charter School agrees to obtain and transfer title in accordance with the requirements of Article III Section A of the Memorandum of Understanding.
- B. Title to the Facilities shall be conveyed to, and vested in trust for the benefit of the California State public school system.
- C. The Charter School and School District will at all times protect and defend, at its own cost and expense, the title from and against all claims, liens and legal processes of creditors, and keep all the Facilities and the title free and clear of all

such claims, liens and processes except for the liens created or expressly permitted by the Security Provisions of this Agreement and the CSFP.

- D. Any sale, contract to sell, option to purchase, conveyance or other transference of the Facilities must first be approved by the State in writing.
- E. The Charter School will execute, acknowledge and record all documents, certificates and agreements, including without limitation any grant deed, bill of sale or assignment as necessary to effectuate a transfer to the School District title to the Facilities, as provided herein, and provide copies of all documents, certificates and agreements to the State as required by this Agreement or as otherwise requested by the State.

3.5 Insurance Requirements

A. Types of Insurance

- 1. The Charter School shall, at its sole cost and expense, obtain and maintain at all times during the construction and occupancy of the Facilities, the following types of insurance on the Facilities, naming the State and School District loss payee and additionally insured:
 - a. All Risk (special-causes-of-loss) property and fire insurance (with extended coverage endorsement including malicious mischief and vandalism and sprinkler leakage).
 - b. Commercial general liability insurance (broad form) covering claims for bodily injury, personal injury, death and property damage based on or arising out of the ownership, use, occupancy or maintenance of the Facilities and all areas appurtenant thereto.
 - c. Rental value insurance.
 - d. Worker's compensation insurance
 - e. Other types of insurance or endorsements to existing insurance as may be reasonably required from time to time by the School District or the State.
- B. The Charter School shall not do anything, or permit anything to be done, in or about the Facilities that would: (i) invalidate or be in conflict with the provisions of or cause any increase in the applicable rates for any fire or other insurance policies covering the Facilities (unless it pays for such increased costs); (ii) result in a refusal by insurance companies of good standing to insure the Facilities in amounts reasonably satisfactory to the School District; (iii) result in injury to any person or property by reason of the Charter School's operations being conducted in the Facilities; or (iv) result in the cancellation of or assertion of any defense by the insurer to any claim under any policy of insurance maintained by or for the benefit of the School District.
- C. The Charter School, at its own expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the

National Board of Fire Underwriters) and with any similar body that shall hereafter perform the function of such Association.

- D. All of the insurance policies required shall be issued by corporate insurers licensed or qualified to do business in the State of California and rated A:X or better by A.M. Best Company, and shall be in form acceptable to the School District and the State.
- E. All certificates of insurance shall be delivered to the School District and the State, along with evidence of payment in full of all premiums required. All such certificates shall be in form acceptable to the State and School District and shall require the insurance company to endeavor to give to the State and School District at least thirty (30) days' prior written notice before canceling the policy for any reason. Certificates evidencing all renewal and substitute policies of insurance shall be delivered to the State and School District, along with evidence of the payment in full of all premiums, at least thirty (30) days before termination of the policies being renewed or substituted.
- F. The State and School District shall be entitled to assignment and payment of all claims, causes of action, awards, payments, proceeds and rights to payment arising under or derived in connection with any insurance policy required to be maintained by the Charter School and any other insurance policies payable because of loss sustained to all or part of the Facilities, together with all interest which may accrue on any of the foregoing, provided, however, if the loss sustained to the Facilities can be repaired or constructed with the proceeds of the insurance policy (plus any additional funds needed and supplied by the Charter School), then, provided the Charter School is not in default hereunder, upon request of the Charter School, the proceeds of the insurance policy and such additional funds may be used for such repair and reconstruction of the Facilities, if agreed to by the State and the School District.
- G. The State and the School District shall immediately be notified in writing if any damage occurs or any injury or loss is sustained to all or part of the Facilities, or any action or proceeding relating to any such damage, injury or loss is commenced. The State and the School District may, but shall not be obligated to, in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Facilities, and may make any compromise or settlement of the action or proceeding, provided that no compromise or settlement of any action or proceeding that materially affects the Charter School shall be entered into or agreed to without the Charter School's prior written consent, which may not unreasonably be withheld.
- H. Waiver of Subrogation
 - 1. Notwithstanding anything to the contrary in this Agreement, the Charter School releases the School District and the State and their respective agents, employees, successor, assignees and subtenants from all liability for injury to any person or damage to any property that is caused by or results from a risk (i) which is actually insured against, to the extent of

receipt of payment under such policy (unless the failure to receive payment under any such policy results from a failure of the Charter School to comply with or observe the terms and conditions of the insurance policy covering such liability, in which event, such release shall not be so limited), (ii) which is required to be insured against under this Agreement, or (iii) which would normally be covered by the standard form of "all risk-extended coverage" casualty insurance, without regard to the negligence or willful misconduct of the entity so released.

2. The Charter School shall obtain from its insurers under all policies of fire, theft, and other property insurance maintained by it at any time during the term insuring or covering the Facilities, a waiver of all rights of subrogation which the Charter School's insurers might otherwise, if at all, have against the State and School District, and the Charter School shall indemnify the State and School District against any loss or expense, including reasonable attorneys' fees, resulting from its failure to obtain such waiver.
 - I. No approval by the School District or the State of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the State of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible and the Charter School assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers.
 - J. The Charter School is liable for all duties and obligations with respect to its purchase and development of the Facilities, and it shall bear the risk of any loss or claim relating to the Facilities. The State and the School District shall assume no liability or risk of loss.

3.6 Consent for Assignment

- A. The State's and the School District's (in accordance with the California Education Code) written consent shall be required before the Charter School may directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of its interest in or rights with respect to the Facilities or permit all or any portion of the Facilities to be occupied by anyone other than itself or sublet all or any portion of the Facilities. Such consent shall not be unreasonably withheld. No sublease or assignment nor any consent by the State and the School District shall relieve the Charter School of any obligation to be performed under this Agreement or under the CSFP.
- B. The Charter School shall not be permitted to assign any of its rights or liabilities under this Agreement without the written consent of the State. A transfer of control shall be deemed to have occurred if there shall be any of the following: (i) a transfer of the ultimate beneficial ownership of fifty percent (50%) or more of the equity or other ownership interests in the Charter School or of any class of equity interests in the Charter School, including, without limitation, by the issuance of additional shares or other equity interests or other ownership interests in the Charter School, (ii) a transfer of the right to receive fifty percent (50%) or more of any category of distributions made by the Charter School, or

(iii) a transfer of the right to direct the management, policies or operations of the Charter School, by contract or otherwise.

- C. Except as provided in Education Code Section 17078.62, in no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of the Charter School under any bankruptcy, insolvency, reorganization or other debtor relief proceedings.

ARTICLE IV – REPORTING

A. The Charter School shall:

1. Report to the State any material adverse change in its financial and/or operational condition that could adversely affect its ability to make its payments under this Agreement and the CSFP;
2. Report to the State if the Charter School’s charter has been revoked or has not been renewed within 30 days of notification of such action, including providing a copy of the document provided by the chartering authority notifying the Charter School of such action;
3. Provide audited financial statements within 120 days of the end of each fiscal year. Charter School may submit a written request for an extension from the State;
4. Notify the State when the Charter School incurs any borrowing of \$50,000 or more, with a duration of over one year. At its discretion, the State may conduct a financial soundness review; and
5. Comply with the State’s requirements for reporting any civil or criminal matters.
6. Provide to the California School Finance Authority quarterly reports detailing all disbursements and interest earned as it relates to the separate CSFP account referenced in section 2.2, item 10 of the Funding Agreement.

ARTICLE V – DEFAULT AND REMEDIES

5.1 Events of Default

The occurrence of any of the following shall constitute a “Default” or “Event of Default” under this Agreement:

- A. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one (1) year of receipt of the certificate of occupancy.
- B. Failure by the Charter School to make any payment when due, and such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;

- C. Failure by the Charter School to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;
- D. Failure by the Charter School to provide reasonable evidence of compliance with all legal requirements whether expressly stated under this Agreement or otherwise imposed by the State under the CSFP or other applicable law, or failure to observe or perform any other applicable covenant, condition or agreement, where such failure continues for thirty (30) calendar days after receiving written notice by the State. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days;
- E. The Charter School shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School (unless, in the case of a petition filed against the Charter School, the same is dismissed in sixty (60) days) or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Charter School's Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provisions;
- F. The determination by the State that any material representation or warranty made by the Charter School was untrue in any material respect when made;
- G. The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal;
- H. The Charter School shall abandon the Facilities; and/or
- I. If the performance of the payment obligations of the Charter School is guaranteed, the actual or anticipatory failure or inability, for any reason, of the Guarantor to honor the guarantee as required, and the Charter School's failure to provide written alternative assurance or security, which when coupled with the Charter School's then-existing resources, equals or exceeds the combined financial resources that existed at the time this Agreement is executed. The

Charter School shall have sixty (60) calendar days following written notice by the State, to provide the written alternative assurance or security.

- J. Failure by the School District to acquire title of the Facilities as required prior to release of certain funds under Education Code Section 17078.63 or within 30 days of receipt of CSFP funds for site acquisition or final apportionment.

5.2 Remedies on Default

- A. The parties acknowledge and agree that this Agreement represents a unique situation that is not limited by the landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. Whenever any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:
 - 1. If the Event of Default is solely because the charter authority has revoked or declined to renew the Charter School's charter, the Charter School shall remain liable for the performance of all of the obligations of the Charter School including, without limitation, the obligation to make payments to the State when due, so long as the Charter School continues to use and occupy the Facilities.
 - 2. On the termination of this Agreement for any reason, any steps the School District takes to comply with Education Code section 17078.62 shall in no way release the Charter School from its payment obligations that accrued prior to the last date upon which the Charter School had beneficial ownership and use of the facility ("Termination Date") or from the Charter School's obligation for any holdover. Assumption of this Agreement shall in no way release the Charter School from its payment obligations that accrued prior to the Termination Date or from the Charter School's obligations for any holdover.
 - 3. The State may proceed by appropriate court action to enforce specific performance by the Charter School of its covenants under this Agreement and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest and late charges, and all other sums due the State. The Charter School shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs.
- B. In the event of the Charter School's default, the State shall have the right to recover from the Charter School via the intercept mechanism described in Section 17199.4 of the Education Code via the intercept mechanism described in Section 17199.4 of the Education Code (i) the amount of all unpaid payments or other obligations (whether direct or indirect owed by the Charter School to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the Charter School to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the Charter School to the State.

- C. Notwithstanding anything to the contrary, the State may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights with respect to this Agreement or the Facilities, and the Charter School, as applicable, shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this Agreement or as otherwise permitted by law.
- D. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under this Agreement. All remedies herein conferred upon or reserved to the parties shall survive the termination of this Agreement.
- E. No waiver of any provision of this Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision of this Agreement must be in writing and will affect only the provision specified and only for the time and in the manner stated in the writing.
- F. The State, in its discretion, may provide the Charter School the opportunity to cure Default for up to a thirty (30) calendar day period. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

ARTICLE VI – RELEASE OF LIABILITY AND INDEMNIFICATION

6.1 No Liability

- A. To the fullest extent permitted by law, the Charter School, on its behalf and on behalf of its officers, members, partners, agents, employees, and contractors, waives all claims it may have now or in the future (in law, equity, or otherwise) against the State, officials, directors, officers, attorneys, accountants, financial advisors, staff and employees arising out of, knowingly and voluntarily assumes the risk of, and agrees that the State shall not be liable for any of the following:
 - 1. Injury to or death of any person; or
 - 2. Loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential, incidental, punitive or penal or resulting damage of any kind from any cause.
- B. The State shall not be liable under this clause regardless of whether the liability results from any active or passive act, error, omission, or negligence of any party;

or is based on claims in which liability without fault or strict liability is imposed or sought to be imposed.

- C. The State shall not be liable for any latent, hidden, or patent defect of the Facilities, or any part thereof, or any failure of the Facilities or any part thereof to comply with any legal requirement.

6.2 No Representations/Warranties

The Charter School does not rely on, and the State does not make any express or implied representations or warranties as to any matters including, without limitation, (a) the physical condition of the Facilities, (b) the existence, quality, adequacy or availability of utilities serving the Facilities, (c) the use, habitability, merchantability, fitness or suitability of the Facilities for the intended use, (d) the likelihood of deriving business from the location or the economic feasibility of the business, (e) Hazardous Materials on, in under or around the Facilities, (f) zoning, entitlements or any laws, ordinances or regulations which may apply to the use of the Facilities, or (g) any other matter relating to the Facilities.

6.3 Release of All Claims and Demands

The Charter School releases the State from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School or any of its employees or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to or in any way connected with Hazardous Materials presently in, on or under, or now or hereafter emanating from or migrating onto or under the Facilities. In connection with such release, the Charter School hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

6.4 Indemnification

- A. To the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from: (a) any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of this Agreement on the Charter School's part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities by the Charter School; (c) the condition of the Facilities, and any occurrence on the Facilities, from any cause whatsoever; (d) any acts-omissions or negligence of

the Charter School, its employees, agents or contractors in, on or about the Facilities; and (e) any breach in the Charter School's representations or warranties provided under this Agreement.

- B. The indemnification provided in this section shall apply regardless of the active or passive negligence of the State and regardless of whether liability without fault or strict liability is imposed or sought to be imposed; provided, however, that the right of indemnification shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a claim was proximately caused by gross negligence or willful misconduct.
- C. In case any action or proceeding be brought, made or initiated against any of the State relating to any matter covered by the Charter School's indemnification obligations, the Charter School, shall at its sole cost and expense, resist or defend such claim, action or proceeding by counsel approved by the State. Notwithstanding the foregoing, the State may retain its own counsel to defend or assist in defending any claim, action or proceeding, and the Charter School shall pay the reasonable fees and disbursements of such counsel. The Charter School's obligations to indemnify the State shall survive the expiration or earlier termination of this Agreement. The State is an intended third-party beneficiary of this article, and shall be entitled to enforce the provisions hereof.
- D. The Charter School's obligation to indemnify the State may not be construed or interpreted as in any way restricting, limiting, or modifying the Charter School's insurance or other obligations under this Agreement and is independent of the Charter School's insurance and other obligations. The Charter School's compliance with the insurance requirements and other obligations under this Agreement shall not in any way restrict, limit or modify the Charter School's indemnification obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement on the dates set forth below adjacent to their respective signatures. The effective date of this Funding Agreement shall be the last date set forth below.

THE STATE:

STATE ALLOCATION BOARD:

Date: _____

By: _____

Name: _____

Title: _____

CALIFORNIA SCHOOL FINANCE AUTHORITY:

Date: _____

By: _____

Name: Katrina Johantgen

Title: Executive Director

THE CHARTER SCHOOL:

[CHARTER SCHOOL]

BY: **[CMO], ON BEHALF OF [CHARTER SCHOOL]**

Date: _____

By: _____

Name: _____

Title: _____

Exhibit A
Schedule of Apportionments

Apportionment	Date	Amount
Preliminary		
Advance		
Final		

Exhibit B
Payment Schedule

Exhibit C
Title Documentation

**Exhibit D
Staff Summary**

**CHARTER SCHOOL FACILITIES PROGRAM
FUNDING AGREEMENT**

Between the State of California,

and

**[CHARTER SCHOOL]
(CDS Code #XX-XXXXX-XXXXXXX),
a California Charter School**

ARTICLE I – PURPOSE

- A. This Funding Agreement (“Agreement”) is made and entered into as of _____, (“Effective Date”) by and between the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the “State”) and the charter school identified above, a California Charter School operating as a non-profit public benefit corporation in accordance with Education Code Section 47604 (“Charter School”). The provisions of this Agreement shall be effective from and after the Effective Date until the termination of the Agreement as provided herein.
- B. The Charter School has applied to the State for financing of its charter school facilities project (“Facilities”) under the Charter School Facilities Program (“CSFP”) established pursuant to Article 12 of Chapter 12.5 of Part 10 of the California Education Code and the regulations for its implementation provided in Title 4, Cal. Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq.
- C. The Charter School’s Facilities may involve the purchase of real property or the purchase of real property and construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property, or the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on real property that the Charter School has acquired previously.
- D. This Agreement is being entered into in accordance with the requirements of the CSFP. To the extent the Agreement is inconsistent with or in conflict to the provisions of the CSFP and the implementing regulations, the CSFP and implementing regulations shall prevail.
- E. The terms of this Agreement may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement

of the parties, or except as otherwise permitted by law. This Agreement may be amended, or a new agreement executed, as necessary, upon the application of the Charter School and the approval by the State of a final apportionment.

ARTICLE II – FINANCING OF THE CHARTER SCHOOL’S PROJECT

2.1 Fifty Percent Local Matching Share Obligation

A. Payments

1. The Charter School’s Application for Preliminary, Advance, and/or Final apportionment for the Facilities has been approved by the State. The State will provide as a grant funding for fifty percent (50%) of the approved costs for the Facilities, and the Charter School is responsible for a Local Matching Share of fifty percent (50%) of the approved costs for the Facilities. The Final Apportionment Amount will be reduced by any amounts received by the Charter School through any Advance Apportionment(s). The amounts of the Preliminary, Advance and/or Final Apportionment are set forth in Exhibit “A” of this Funding Agreement.
2. The Charter School’s Final Apportionment (“Apportionment”) is contingent upon the Charter School paying its 50% Local Matching Share obligation by making payments to the State pursuant to this Agreement. The 50% grant funding does not need to be repaid.
3. The Charter School will make its payments on the Local Matching Share to the State through the use of the Intercept Mechanism as described in Section 17199.4 of the Education Code. The Charter School shall comply with all provisions in this section prior to any funds being released.
4. The Charter School will repay the Local Matching Share to the State by making monthly payment installments, in arrears, as provided for in the schedule of payments (“Payment Schedule”), developed in compliance with section 2.1(D). The amount shall include interest on the unpaid principal balance at the interest rate prescribed in Section 17078.57(a)(1)(D) and (E) of the Education Code.
5. Payments will be applied first to accrued but unpaid interest, then to the unpaid principal balance.
6. Payments may be prepaid in whole or in part at any time before the end of the payment term without penalty.
7. Payments shall be made directly to the State Allocation Board for deposit into the respective 2002, 2004, 2006, or 2016 Charter School Facilities Account, or as otherwise directed by the State in writing.

B. Late Payments

The failure to make a payment on time will cause the State to incur costs not contemplated by the parties when entering into this Agreement, the exact nature and amount of which would be extremely difficult and impracticable to ascertain.

Accordingly, on the fifteenth day after a payment is due, the Charter School may be assessed, by way of damages, a late charge in an amount equal to five percent (5%) of the past due amount. The parties agree that this late charge represents a fair and reasonable estimate of the costs incurred by the State as the result of a late payment, and the Charter School agrees to immediately pay the late charge. The State's acceptance of late charges will not constitute a waiver of default with respect to the overdue payment, and will not prevent the State from exercising any other rights available under this Agreement. The Charter School will pay a late charge only once on any late payment. The late charges will be deposited into the 2002, 2004, 2006, or 2016 Charter School Facilities Account.

C. Payment Period

The payment period shall commence upon the later to occur: (1) the Effective Date; or (2) after one full year of the Facilities being open and the Charter School commences its educational program ("Commencement Date"). The period shall end 30 years following the Effective or Commencement Date, or when paid in full.

D. Payment Schedule

1. Within thirty (30) days of the start of the Charter School's operations, the parties will execute a letter confirming the Commencement Date, the Expiration Date, the payment terms, and other such terms, including a Payment Schedule which shall be attached to this Agreement and incorporated herein as Exhibit "B".
2. The State shall establish the Payment Schedule in accordance with Education Code section 17078.57 and California Code of Regulations, title 4, Section 10160. The Payment Schedule may be amended, at the State's sole discretion, where the Charter School has demonstrated financial hardship to the State's satisfaction and the State has determined that the Charter School continues to be financially sound. The Payment Schedule shall end 30 years following the Effective or Commencement Date, or when paid in full.

E. Payments To Be Unconditional

Except as expressly provided for in this Agreement, any present or future law to the contrary notwithstanding, this Agreement shall not terminate, nor shall the Charter School be entitled to any abatement, suspension, deferment, reduction, setoff, counterclaim, or defense with respect to the payments, nor shall the obligations of the Charter School be affected (except as expressly permitted) by reason of:

1. any failure of the Facilities or any part thereof to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Facilities, any accident or unforeseen circumstances, or any damage to or destruction of the Facilities, or any part thereof;

2. any taking of the Facilities, or any part thereof, or interest therein by condemnation or otherwise;
3. any prohibition, limitation, restriction or prevention of the Charter School's use, occupancy or enjoyment of the Facilities, or any part thereof, or any interference with such use, occupancy or enjoyment by any person for any reason;
4. any title defect, lien or any other matter affecting title to the Facilities;
5. any eviction by paramount title or otherwise;
6. any default by the Charter School;
7. any action for bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding relating to or affecting this Agreement or the Charter School;
8. the impossibility or illegality of performance by the Charter School;
9. any action of any governmental authority or any other person;
10. the Charter School's acquisition of ownership of all or part of the Facilities;
11. breach of any warranty or representation with respect to the Facilities;
12. any defect in the condition, quality, or fitness for use of the Facilities;
13. Any other cause or circumstance similar or dissimilar to the foregoing, and whether or not the Charter School has notice or knowledge of any of the foregoing; or
14. Notwithstanding the above, nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal.

F. Acceptance and Application of Payment; Not Accord and Satisfaction

1. No receipt by the State of a lesser payment than the payment required under this Agreement shall be considered to be other than on account of the earliest amount due, and no endorsement or statement on any check or letter accompanying a payment or check shall be considered an accord and satisfaction. The State may accept checks or payments without prejudice to its right to recover all amounts due and pursue all other remedies provided for in this Agreement.
2. Acceptance of monies from the Charter School after the Charter School has received notice of termination shall in no way reinstate, continue, or extend the term or affect the termination notice. The State may receive and collect any payment due, and payment shall not waive or affect any prior notice, action, or judgment.

2.2 Conditions for Release of Funding

The Charter School must satisfy the following conditions, and such others as may be reasonably required by the State, before the State will release any funding:

- A. The Charter School shall have satisfied all of the requirements for such funding under the CSFP and Memorandum of Understanding, including that it shall have a current, valid charter.
- B. The Charter School shall have entered into this Agreement and the State shall have received an original of this Agreement properly executed on behalf of the Charter School, with each of the Exhibits hereto properly completed.
- C. If the funding shall be used to acquire real property, the Charter School, at its sole cost and expense, shall structure the closing of the escrow for the acquisition of the real property by the Charter School, as trustee of the real property on behalf of the state public school system. The Charter School must notify the State when CSFP funds are received by the Charter School. In addition the escrow shall provide for the recordation of the State Allocation Board's lien for the total amount of the funds allocated pursuant to Article 12, Chapter 12.5, Part 10, Division 1 of the Education Code, including any loan received in lieu of a local matching share pursuant to Education Code section 17078.57. The escrow shall also provide for the recordation of a restrictive covenant specifying that the Facilities shall be used only for public school purposes as authorized in the California Constitution and California statutes, as well as a remainder interest to the school district in which the Facilities are located ("School District"), which is listed in the attached Staff Summary, Exhibit "D", and if that district subsequently disclaims its interest to the Facilities, to the State Allocation Board on behalf of the State of California. The remainder interest shall be triggered when the Facilities are no longer needed for charter school purposes.
- D. State funds shall be deposited in the escrow, and pursuant to escrow instructions, disbursed at the close of escrow after the State has reviewed and approved the title documents.
- E. If the Charter School is required to have a Guarantor for its project, it shall have entered into a guaranty with an acceptable Guarantor and the State shall have received an executed original of the agreement.
- F. The State shall have received a certificate of the secretary of the Charter School as to (i) the resolution of the board of directors of the Charter School, or authorizing the execution, delivery and performance of this Agreement, (ii) the bylaws of the Charter School, (iii) signatures of the officers or agents of the Charter School authorized to execute and deliver this Agreement on behalf of the Charter School and, if applicable, attaching thereto a copy of the Charter School's certificate or articles of incorporation or partnership or limited liability company formation document certified by the Office of the Secretary of State for the State of California.

- G. Certificate of good standing issued to the Charter School by the California Secretary of State not more than thirty (30) days prior to the Effective Date of this Agreement, if applicable.
- H. The Charter School shall deliver to the State a standard preliminary title report issued by a title company with respect to the Facilities, and legible copies of all documents referred to in the title report (Exhibit "C"). The Charter School shall comply with the title requirements of section 3.4 of this Agreement, and shall provide to the State, upon request, all documents and materials relating to the Facilities and the title to the Facilities.
- I. The Charter School represents that it has a minimum debt service coverage ratio determined by the State to be sufficient, but in no event to be less than 1.0x.
- J. The Charter School represents that it is financially sound, and will demonstrate to the satisfaction of the State, its continued financial soundness. If the Charter School's chartering authority revokes or declines to renew the Charter School's charter, this Agreement will be in default and the provisions of Education Code section 17078.62 shall be invoked. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal.
- K. The Charter School shall establish and maintain a separate and distinct account for deposits of all CSFP loan proceeds.

2.3 Payment During Dispute Period

Notwithstanding any dispute between the Charter School, its chartering authority, the State, or any vendor under any purchase agreement or any other person, the Charter School shall make all payments when due and shall not withhold any payments pending final resolution of a dispute, nor shall the Charter School assert any right of set-off or counterclaim against its obligation to make payments, and the Charter School waives any and all rights now or hereafter available by statute or otherwise to modify or to avoid strict compliance with its obligations under this Agreement.

2.4 Force Majeure

The time for the Charter School or the State to perform any obligation or assert any right under this Agreement or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

2.5 No Debt or Liability/Obligation of the State

- A. This Agreement shall not be deemed to constitute a debt or liability or obligation of the State or any political subdivision thereof, or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be a special obligation payable solely by the Charter School.
- B. The obligation to make payments does not constitute an indebtedness of the Charter School or its chartering authority within the meaning of any constitutional

or statutory debt limitation or restriction and in all cases shall be made solely from legally available funds.

- C. The parties intend that the obligations of the Charter School shall be covenants, agreements and obligations that are separate and independent from any obligations of the State, and shall continue unaffected unless modified or terminated in accordance with an express provision of this Agreement.

ARTICLE III – CHARTER SCHOOL’S FACILITY

3.1 Utilization of Apportionment for Facility

The Charter School agrees to utilize its apportionment for purposes consistent with the CSFP, and for the acquisition of real property and the installation, construction, retrofitting and improvement of said real property in order to allow a charter school educational program to be conducted. To the extent that the apportionment is insufficient in any way, the Charter School must pay additional amounts as necessary to complete the acquisition, installation, construction, retrofitting and improvement of the Facilities and to ensure that all elements of the Facilities, including the property and improvements, are operational. The State shall have no obligation to provide additional funding beyond the apportionment provided for in this Agreement.

3.2 Use of Facilities for Charter School

- A. The Charter School may use and occupy the Facilities during the term of the Agreement solely for the operation of a charter school, as authorized under the California Education Code. The foregoing statement shall not constitute a representation or guaranty that the operation of a charter school may be conducted in the Facilities or is lawful or permissible under any certificates of occupancy issued for the Facilities, or is otherwise permitted by law. Use of the Facilities shall in all respects comply with all applicable legal requirements.
- B. Prior to commencing operations in the school, the Charter School shall provide the State with a copy of a valid certificate of occupancy issued by the appropriate governmental agency for the Facilities, if applicable, or the equivalent issued by the California Division of the State Architect.
- C. In the event the Charter School no longer is using the Facilities, the usage and priority provisions of Education Code section 17078.62 shall apply. The Charter School shall reasonably cooperate and assist with any transition that may take place pursuant to the priority provisions.
- D. The State shall not have any obligation for construction work or improvements on or to the Facilities. The Charter School has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this Agreement. The Charter School is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs.
- E. The Charter School, its officers, members, partners, agents, employees and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry,

religion, creed, national origin, culture, physical disability (including HIV and AIDS), mental disability, medical condition (cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. The Charter School, its officers, members, partners, agents, employees and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.).

3.3 Facility Location and Suitability

- A. The Charter School's Facilities are located in the county listed in the attached Staff Summary, Exhibit "D", and as more particularly described in the "Project Description" section of the summary.
- B. The property is physically located within the geographical jurisdiction of the School District in which the Facilities are located, which is listed in Exhibit "D" and the school attendance area generating eligibility for funding, if applicable.
- C. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.

3.4 Title to the Facilities

- A. The Charter School has obtained or will obtain good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in the title report on the terms and conditions of this Agreement.
- B. Title to the Facilities shall be vested in trust for the benefit of the California State public school system.
- C. The Charter School will at all times protect and defend, at its own cost and expense, the title from and against all claims, liens and legal processes of creditors, and keep all the Facilities and the title free and clear of all such claims, liens and processes except for the liens created or expressly permitted by the Security Provisions of this Agreement and the CSFP.
- D. Any sale, contract to sell, option to purchase, conveyance or other transference of the Facilities must first be approved by the State in writing.
- E. The Charter School will execute, acknowledge and record all documents, certificates and agreements, including without limitation any grant deed, bill of sale or assignment as necessary and provide copies of all documents, certificates and agreements to the State as required by this Agreement or as otherwise requested by the State.

3.5 Insurance Requirements

A. Types of Insurance

1. The Charter School shall, at its sole cost and expense, obtain and maintain at all times during the construction and occupancy of the Facilities, the following types of insurance on the Facilities, naming the State loss payee and additionally insured:
 - a. All Risk (special-causes-of-loss) property and fire insurance (with extended coverage endorsement including malicious mischief and vandalism and sprinkler leakage).
 - b. Commercial general liability insurance (broad form) covering claims for bodily injury, personal injury, death and property damage based on or arising out of the ownership, use, occupancy or maintenance of the Facilities and all areas appurtenant thereto.
 - c. Rental value insurance.
 - d. Worker's compensation insurance
 - e. Other types of insurance or endorsements to existing insurance as may be reasonably required from time to time by the State.
- B. The Charter School, at its own expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body that shall hereafter perform the function of such Association.
- C. All of the insurance policies required shall be issued by corporate insurers licensed or qualified to do business in the State of California and rated A:X or better by A.M. Best Company, and shall be in form acceptable to the State.
- D. All certificates of insurance shall be delivered to the State, along with evidence of payment in full of all premiums required. All such certificates shall be in form acceptable to the State and shall require the insurance company to endeavor to give to the State at least thirty (30) days' prior written notice before canceling the policy for any reason. Certificates evidencing all renewal and substitute policies of insurance shall be delivered to the State, along with evidence of the payment in full of all premiums, at least thirty (30) days before termination of the policies being renewed or substituted.
- E. The State shall be entitled to assignment and payment of all claims, causes of action, awards, payments, proceeds and rights to payment arising under or derived in connection with any insurance policy required to be maintained by the Charter School and any other insurance policies payable because of loss sustained to all or part of the Facilities, together with all interest which may accrue on any of the foregoing, provided, however, if the loss sustained to the Facilities can be repaired or constructed with the proceeds of the insurance policy (plus any additional funds needed and supplied by the Charter School), then, provided the Charter School is not in default hereunder, upon request of the Charter School, the proceeds of the insurance policy and such additional funds

may be used for such repair and reconstruction of the Facilities, if agreed to by the State.

- F. The State shall immediately be notified in writing if any damage occurs or any injury or loss is sustained to all or part of the Facilities, or any action or proceeding relating to any such damage, injury or loss is commenced. The State may, but shall not be obligated to, in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Facilities, and may make any compromise or settlement of the action or proceeding, provided that no compromise or settlement of any action or proceeding that materially affects the Charter School shall be entered into or agreed to without the Charter School's prior written consent, which may not unreasonably be withheld.

G. Waiver of Subrogation

- 1. Notwithstanding anything to the contrary in this Agreement, the Charter School releases the State and their respective agents, employees, successor, assignees and subtenants from all liability for injury to any person or damage to any property that is caused by or results from a risk (i) which is actually insured against, to the extent of receipt of payment under such policy (unless the failure to receive payment under any such policy results from a failure of the Charter School to comply with or observe the terms and conditions of the insurance policy covering such liability, in which event, such release shall not be so limited), (ii) which is required to be insured against under this Agreement, or (iii) which would normally be covered by the standard form of "all risk-extended coverage" casualty insurance, without regard to the negligence or willful misconduct of the entity so released.
 - 2. The Charter School shall obtain from its insurers under all policies of fire, theft, and other property insurance maintained by it at any time during the term insuring or covering the Facilities, a waiver of all rights of subrogation which the Charter School's insurers might otherwise, if at all, have against the State, and the Charter School shall indemnify the State against any loss or expense, including reasonable attorneys' fees, resulting from its failure to obtain such waiver.
- H. No approval by the State of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the State of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible and the Charter School assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers.
 - I. The Charter School is liable for all duties and obligations with respect to its purchase and development of the Facilities, and it shall bear the risk of any loss or claim relating to the Facilities. The State shall assume no liability or risk of loss.

3.6 Consent for Assignment

- A. The State's (in accordance with the California Education Code) written consent shall be required before the Charter School may directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of its interest in or rights with respect to the Facilities or permit all or any portion of the Facilities to be occupied by anyone other than itself or sublet all or any portion of the Facilities. Such consent shall not be unreasonably withheld. No sublease or assignment nor any consent by the State shall relieve the Charter School of any obligation to be performed under this Agreement or under the CSFP.
- B. The Charter School shall not be permitted to assign any of its rights or liabilities under this Agreement without the written consent of the State. A transfer of control shall be deemed to have occurred if there shall be any of the following: (i) a transfer of the ultimate beneficial ownership of fifty percent (50%) or more of the equity or other ownership interests in the Charter School or of any class of equity interests in the Charter School, including, without limitation, by the issuance of additional shares or other equity interests or other ownership interests in the Charter School, (ii) a transfer of the right to receive fifty percent (50%) or more of any category of distributions made by the Charter School, or (iii) a transfer of the right to direct the management, policies or operations of the Charter School, by contract or otherwise.
- C. Except as provided in Education Code Section 17078.62, in no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of the Charter School under any bankruptcy, insolvency, reorganization or other debtor relief proceedings.

ARTICLE IV – REPORTING

- A. The Charter School shall:
 - 1. Report to the State any material adverse change in its financial and/or operational condition that could adversely affect its ability to make its payments under this Agreement and the CSFP;
 - 2. Report to the State if the Charter School's charter has been revoked or has not been renewed within 30 days of notification of such action, including providing a copy of the document provided by the chartering authority notifying the Charter School of such action;
 - 3. Provide audited financial statements within 120 days of the end of each fiscal year. Charter School may submit a written request for an extension from the State;
 - 4. Notify the State when the Charter School incurs any borrowing of \$50,000 or more, with a duration of over one year. At its discretion, the State may conduct a financial soundness review; and

5. Comply with the State's requirements for reporting any civil or criminal matters.
6. Provide to the California School Finance Authority quarterly reports detailing all disbursements and interest earned as it relates to the separate CSFP account referenced in section 2.2, item K of the Funding Agreement.

ARTICLE V – DEFAULT AND REMEDIES

5.1 Events of Default

The occurrence of any of the following shall constitute a “Default” or “Event of Default” under this Agreement:

- A. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one (1) year of receipt of the certificate of occupancy.
- B. Failure by the Charter School to make any payment when due, and such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;
- C. Failure by the Charter School to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;
- D. Failure by the Charter School to provide reasonable evidence of compliance with all legal requirements whether expressly stated under this Agreement or otherwise imposed by the State under the CSFP or other applicable law, or failure to observe or perform any other applicable covenant, condition or agreement, where such failure continues for thirty (30) calendar days after receiving written notice by the State. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days;
- E. The Charter School shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School (unless, in the case of a petition filed against the Charter School, the same is dismissed in sixty (60) days) or any judgment, writ,

warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Charter School's Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provisions;

- F. The determination by the State that any material representation or warranty made by the Charter School was untrue in any material respect when made;
- G. The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal;
- H. The Charter School shall abandon the Facilities;
- I. If the performance of the payment obligations of the Charter School is guaranteed, the actual or anticipatory failure or inability, for any reason, of the Guarantor to honor the guarantee as required, and the Charter School's failure to provide written alternative assurance or security, which when coupled with the Charter School's then-existing resources, equals or exceeds the combined financial resources that existed at the time this Agreement is executed. The Charter School shall have sixty (60) calendar days following written notice by the State, to provide the written alternative assurance or security.

5.2 Remedies on Default

- A. The parties acknowledge and agree that this Agreement represents a unique situation that is not limited by the landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. Whenever any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:
 - 1. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, the Charter School shall remain liable for the performance of all of the obligations of the Charter School including, without limitation, the obligation to make payments to the State when due, so long as the Charter School continues to use and occupy the Facilities.
 - 2. On the termination of this Agreement for any reason, any steps the School District takes to comply with Education Code section 17078.62 shall in no way release the Charter School from its payment obligations that accrued prior to the last date upon which the Charter School had beneficial ownership and use of the facility ("Termination Date") or from the Charter School's obligation for any holdover. Assumption of this Agreement shall in no way release the Charter School from its payment obligations that accrued prior to the Termination Date or from the Charter School's obligations for any holdover.

3. The State may proceed by appropriate court action to enforce specific performance by the Charter School of its covenants under this Agreement and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest and late charges, and all other sums due the State. The Charter School shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs.
- B. In the event of the Charter School's default, the State shall have the right to recover from the Charter School via the intercept mechanism described in Section 17199.4 of the Education Code via the intercept mechanism described in Section 17199.4 of the Education Code (i) the amount of all unpaid payments or other obligations (whether direct or indirect owed by the Charter School to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the Charter School to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the Charter School to the State.
 - C. Notwithstanding anything to the contrary, the State may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights with respect to this Agreement or the Facilities, and the Charter School, as applicable, shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this Agreement or as otherwise permitted by law.
 - D. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under this Agreement. All remedies herein conferred upon or reserved to the parties shall survive the termination of this Agreement.
 - E. No waiver of any provision of this Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision of this Agreement must be in writing and will affect only the provision specified and only for the time and in the manner stated in the writing.
 - F. The State, in its discretion, may provide the Charter School the opportunity to cure Default for up to a thirty (30) calendar day period. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

ARTICLE VI – RELEASE OF LIABILITY AND INDEMNIFICATION

6.1 No Liability

- A. To the fullest extent permitted by law, the Charter School, on its behalf and on behalf of its officers, members, partners, agents, employees, and contractors, waives all claims it may have now or in the future (in law, equity, or otherwise) against the State, officials, directors, officers, attorneys, accountants, financial advisors, staff and employees arising out of, knowingly and voluntarily assumes the risk of, and agrees that the State shall not be liable for any of the following:
1. Injury to or death of any person; or
 2. Loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential, incidental, punitive or penal or resulting damage of any kind from any cause.
- B. The State shall not be liable under this clause regardless of whether the liability results from any active or passive act, error, omission, or negligence of any party; or is based on claims in which liability without fault or strict liability is imposed or sought to be imposed.
- C. The State shall not be liable for any latent, hidden, or patent defect of the Facilities, or any part thereof, or any failure of the Facilities or any part thereof to comply with any legal requirement.

6.2 No Representations/Warranties

The Charter School does not rely on, and the State does not make any express or implied representations or warranties as to any matters including, without limitation, (a) the physical condition of the Facilities, (b) the existence, quality, adequacy or availability of utilities serving the Facilities, (c) the use, habitability, merchantability, fitness or suitability of the Facilities for the intended use, (d) the likelihood of deriving business from the location or the economic feasibility of the business, (e) Hazardous Materials on, in under or around the Facilities, (f) zoning, entitlements or any laws, ordinances or regulations which may apply to the use of the Facilities, or (g) any other matter relating to the Facilities.

6.3 Release of All Claims and Demands

The Charter School releases the State from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School or any of its employees or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to or in any way connected with Hazardous Materials presently in, on or under, or now or hereafter emanating from or migrating onto or under the Facilities. In connection with such release, the Charter School hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

6.4 Indemnification

- A. To the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from: (a) any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of this Agreement on the Charter School's part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities by the Charter School; (c) the condition of the Facilities, and any occurrence on the Facilities, from any cause whatsoever; (d) any acts-omissions or negligence of the Charter School, its employees, agents or contractors in, on or about the Facilities; and (e) any breach in the Charter School's representations or warranties provided under this Agreement.
- B. The indemnification provided in this section shall apply regardless of the active or passive negligence of the State and regardless of whether liability without fault or strict liability is imposed or sought to be imposed; provided, however, that the right of indemnification shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a claim was proximately caused by gross negligence or willful misconduct.
- C. In case any action or proceeding be brought, made or initiated against any of the State relating to any matter covered by the Charter School's indemnification obligations, the Charter School, shall at its sole cost and expense, resist or defend such claim, action or proceeding by counsel approved by the State. Notwithstanding the foregoing, the State may retain its own counsel to defend or assist in defending any claim, action or proceeding, and the Charter School shall pay the reasonable fees and disbursements of such counsel. The Charter School's obligations to indemnify the State shall survive the expiration or earlier termination of this Agreement. The State is an intended third-party beneficiary of this article, and shall be entitled to enforce the provisions hereof.

The Charter School's obligation to indemnify the State may not be construed or interpreted as in any way restricting, limiting, or modifying the Charter School's insurance or other obligations under this Agreement and is independent of the Charter School's insurance and other obligations. The Charter School's compliance with the insurance requirements and other obligations under this Agreement shall not in any way restrict, limit or modify the Charter School's indemnification obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement on the dates set forth below adjacent to their respective signatures. The effective date of this Funding Agreement shall be the last date set forth below.

THE STATE:

STATE ALLOCATION BOARD:

Date: _____

By: _____

Name: _____

Title: _____

CALIFORNIA SCHOOL FINANCE AUTHORITY:

Date: _____

By: _____

Name: Katrina Johantgen

Title: Executive Director

THE CHARTER SCHOOL:

[CHARTER SCHOOL]

Date: _____

By: _____

Name: _____

Title: _____

Exhibit A
Schedule of Apportionments

Apportionment	Date	Amount
Preliminary		
Advance		
Final		

Exhibit B
Payment Schedule

Exhibit C
Title Documentation

**Exhibit D
Staff Summary**

**CHARTER SCHOOL FACILITIES PROGRAM
FUNDING AGREEMENT**

Between the State of California,

and

[CMO],

a Charter Management Organization, on behalf of

[CHARTER SCHOOL]

(CDS Code #XX-XXXXX-XXXXXXX),

a California Charter School

ARTICLE I – PURPOSE

- A. This Funding Agreement (“Agreement”) is made and entered into as of _____, (“Effective Date”) by and between the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the “State”) and the charter management organization identified above on behalf of the charter school identified above , as assigned by the California Department of Education, a California Charter School operating as a non-profit public benefit corporation in accordance with Education Code Section 47604 (the charter management organization and charter school referenced above hereinafter individually and collectively referred to as “Charter School”). The provisions of this Agreement shall be effective from and after the Effective Date until the termination of the Agreement as provided herein.
- B. The Charter School has applied to the State for financing of its charter school facilities project (“Facilities”) under the Charter School Facilities Program (“CSFP”) established pursuant to Article 12 of Chapter 12.5 of Part 10 of the California Education Code and the regulations for its implementation provided in Title 4, Cal. Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq.
- C. The Charter School’s Facilities may involve the purchase of real property or the purchase of real property and construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property, or the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on real property that the Charter School has acquired previously.
- D. This Agreement is being entered into in accordance with the requirements of the CSFP. To the extent the Agreement is inconsistent with or in conflict to the

provisions of the CSFP and the implementing regulations, the CSFP and implementing regulations shall prevail.

- E. The terms of this Agreement may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of the parties, or except as otherwise permitted by law. This Agreement may be amended, or a new agreement executed, as necessary, upon the application of the Charter School and the approval by the State of a final apportionment.

ARTICLE II – FINANCING OF THE CHARTER SCHOOL’S PROJECT

2.1 Fifty Percent Local Matching Share Obligation

A. Payments

1. The Charter School’s Application for Preliminary, Advance, and/or Final apportionment for the Facilities has been approved by the State. The State will provide as a grant funding for fifty percent (50%) of the approved costs for the Facilities, and the Charter School is responsible for a Local Matching Share of fifty percent (50%) of the approved costs for the Facilities. The Final Apportionment Amount will be reduced by any amounts received by the Charter School through any Advance Apportionment(s). The amounts of the Preliminary, Advance and/or Final Apportionment are set forth in Exhibit “A” of this Funding Agreement.
2. The Charter School’s Final Apportionment (“Apportionment”) is contingent upon the Charter School paying its 50% Local Matching Share obligation by making payments to the State pursuant to this Agreement. The 50% grant funding does not need to be repaid.
3. The Charter School will make its payments on the Local Matching Share to the State through the use of the Intercept Mechanism as described in Section 17199.4 of the Education Code. The Charter School shall comply with all provisions in this section prior to any funds being released.
4. The Charter School will repay the Local Matching Share to the State by making monthly payment installments, in arrears, as provided for in the schedule of payments (“Payment Schedule”), developed in compliance with section 2.1(D). The amount shall include interest on the unpaid principal balance at the interest rate prescribed in Section 17078.57(a)(1)(D) and (E) of the Education Code.
5. Payments will be applied first to accrued but unpaid interest, then to the unpaid principal balance.
6. Payments may be prepaid in whole or in part at any time before the end of the payment term without penalty.
7. Payments shall be made directly to the State Allocation Board for deposit into the respective 2002, 2004, 2006, or 2016 Charter School Facilities Account, or as otherwise directed by the State in writing.

B. Late Payments

The failure to make a payment on time will cause the State to incur costs not contemplated by the parties when entering into this Agreement, the exact nature and amount of which would be extremely difficult and impracticable to ascertain. Accordingly, on the fifteenth day after a payment is due, the Charter School may be assessed, by way of damages, a late charge in an amount equal to five percent (5%) of the past due amount. The parties agree that this late charge represents a fair and reasonable estimate of the costs incurred by the State as the result of a late payment, and the Charter School agrees to immediately pay the late charge. The State's acceptance of late charges will not constitute a waiver of default with respect to the overdue payment, and will not prevent the State from exercising any other rights available under this Agreement. The Charter School will pay a late charge only once on any late payment. The late charges will be deposited into the 2002, 2004, 2006, or 2016 Charter School Facilities Account.

C. Payment Period

The payment period shall commence upon the later to occur: (1) the Effective Date; or (2) after one full year of the Facilities being open and the Charter School commences its educational program ("Commencement Date"). The period shall end 30 years following the Effective or Commencement Date, or when paid in full.

D. Payment Schedule

1. Within thirty (30) days of the start of the Charter School's operations, the parties will execute a letter confirming the Commencement Date, the Expiration Date, the payment terms, and other such terms, including a Payment Schedule which shall be attached to this Agreement and incorporated herein as Exhibit "B".
2. The State shall establish the Payment Schedule in accordance with Education Code section 17078.57 and California Code of Regulations, title 4, Section 10160. The Payment Schedule may be amended, at the State's sole discretion, where the Charter School has demonstrated financial hardship to the State's satisfaction and the State has determined that the Charter School continues to be financially sound. The Payment Schedule shall end 30 years following the Effective or Commencement Date, or when paid in full.

E. Payments To Be Unconditional

Except as expressly provided for in this Agreement, any present or future law to the contrary notwithstanding, this Agreement shall not terminate, nor shall the Charter School be entitled to any abatement, suspension, deferment, reduction, setoff, counterclaim, or defense with respect to the payments, nor shall the obligations of the Charter School be affected (except as expressly permitted) by reason of:

1. any failure of the Facilities or any part thereof to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Facilities, any accident or unforeseen circumstances, or any damage to or destruction of the Facilities, or any part thereof;
2. any taking of the Facilities, or any part thereof, or interest therein by condemnation or otherwise;
3. any prohibition, limitation, restriction or prevention of the Charter School's use, occupancy or enjoyment of the Facilities, or any part thereof, or any interference with such use, occupancy or enjoyment by any person for any reason;
4. any title defect, lien or any other matter affecting title to the Facilities;
5. any eviction by paramount title or otherwise;
6. any default by the Charter School;
7. any action for bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding relating to or affecting this Agreement or the Charter School;
8. the impossibility or illegality of performance by the Charter School;
9. any action of any governmental authority or any other person;
10. the Charter School's acquisition of ownership of all or part of the Facilities;
11. breach of any warranty or representation with respect to the Facilities;
12. any defect in the condition, quality, or fitness for use of the Facilities;
13. Any other cause or circumstance similar or dissimilar to the foregoing, and whether or not the Charter School has notice or knowledge of any of the foregoing; or
14. Notwithstanding the above, nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal.

F. Acceptance and Application of Payment; Not Accord and Satisfaction

1. No receipt by the State of a lesser payment than the payment required under this Agreement shall be considered to be other than on account of the earliest amount due, and no endorsement or statement on any check or letter accompanying a payment or check shall be considered an accord and satisfaction. The State may accept checks or payments without prejudice to its right to recover all amounts due and pursue all other remedies provided for in this Agreement.
2. Acceptance of monies from the Charter School after the Charter School has received notice of termination shall in no way reinstate, continue, or extend the term or affect the termination notice. The State may receive

and collect any payment due, and payment shall not waive or affect any prior notice, action, or judgment.

2.2 Conditions for Release of Funding

The following conditions must be satisfied, and such others as may be reasonably required by the State, before the State will release any funding:

- A. The Charter School shall have satisfied all of the requirements for such funding under the CSFP and Memorandum of Understanding, including that it shall have a current, valid charter.
- B. The Charter School shall have entered into this Agreement and the State shall have received an original of this Agreement properly executed on behalf of the Charter School, with each of the Exhibits hereto properly completed.
- C. If title to the property is already held by the Charter School, the Charter School, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the school district in which the Facilities are located ("School District"), which is listed in the attached Staff Summary, Exhibit "D", and the State, which shall convey title to the real property from the Charter School to the School District as trustee on behalf of the public school system. The Charter School must notify the State and the School District when CSFP funds are received by the Charter School. Within 30 days of receipt of CSFP funds, the Charter School must provide evidence to the State that title to the real property has been transferred to the School District. If Charter School fails to meet this requirement, Charter School will be in default of this Agreement.
- D. If the Charter School is required to have a Guarantor for its project, it shall have entered into a guaranty with an acceptable Guarantor and the State shall have received an executed original of the agreement.
- E. The State shall have received a certificate of the secretary of the Charter School as to (i) the resolution of the board of directors of the Charter School, or authorizing the execution, delivery and performance of this Agreement, (ii) the bylaws of the Charter School, (iii) signatures of the officers or agents of the Charter School authorized to execute and deliver this Agreement on behalf of the Charter School and, if applicable, attaching thereto a copy of the Charter School's certificate or articles of incorporation or partnership or limited liability company formation document certified by the Office of the Secretary of State for the State of California.
- F. Certificate of good standing issued to the Charter School by the California Secretary of State not more than 30 days prior to the Effective Date of this Agreement, if applicable.
- G. The School District shall deliver to the State a standard preliminary title report issued by a title company with respect to the Facilities, and legible copies of all documents referred to in the title report. (Exhibit "C"). The Charter School and School District shall comply with the title requirements of section 3.4 of this Agreement, and shall provide to the State, upon request, all documents and materials relating to the Facilities and the title to the Facilities.

- H. The Charter School represents that it has a minimum debt service coverage ratio determined by the State to be sufficient, but in no event to be less than 1.0x.
- I. The Charter School represents that it is financially sound, and will demonstrate to the satisfaction of the State, its continued financial soundness. If the Charter School's chartering authority revokes or declines to renew the Charter School's charter, this Agreement will be in default and the provisions of Education Code section 17078.62 shall be invoked. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal.
- J. The Charter School shall establish and maintain a separate and distinct account for deposits of all CSFP loan proceeds.
- K. The Charter School and the School District, in whose geographical jurisdiction the Charter School is located, will enter into an agreement governing the use of the facilities ("Use Agreement"). The phrase "substantial completion of construction" shall mean that standard of construction generally recognized by California construction law. The State shall have the right to review and approve the Use Agreement if there will be any modifications to the standard provisions. The State reserves the right to communicate directly with either the Charter School or the School District regarding amendments to the Use Agreement. The Charter School shall be in full compliance with the terms of the Use Agreement.

2.3 Payment During Dispute Period

Notwithstanding any dispute between the Charter School, its chartering authority, the State, or any vendor under any purchase agreement or any other person, the Charter School shall make all payments when due and shall not withhold any payments pending final resolution of a dispute, nor shall the Charter School assert any right of set-off or counterclaim against its obligation to make payments, and the Charter School waives any and all rights now or hereafter available by statute or otherwise to modify or to avoid strict compliance with its obligations under this Agreement.

2.4 Force Majeure

The time for the Charter School or the State to perform any obligation or assert any right under this Agreement or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

2.5 No Debt or Liability/Obligation of the State

- A. This Agreement shall not be deemed to constitute a debt or liability or obligation of the State or any political subdivision thereof, or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be a special obligation payable solely by the Charter School.
- B. The obligation to make payments does not constitute an indebtedness of the Charter School or its chartering authority within the meaning of any constitutional

or statutory debt limitation or restriction and in all cases shall be made solely from legally available funds.

- C. The parties intend that the obligations of the Charter School shall be covenants, agreements and obligations that are separate and independent from any obligations of the State, and shall continue unaffected unless modified or terminated in accordance with an express provision of this Agreement.

ARTICLE III – CHARTER SCHOOL’S FACILITY

3.1 Utilization of Apportionment for Facility

The Charter School agrees to utilize its apportionment for purposes consistent with the CSFP, and for the acquisition of real property and the installation, construction, retrofitting and improvement of said real property in order to allow a charter school educational program to be conducted. To the extent that the apportionment is insufficient in any way, the Charter School must pay additional amounts as necessary to complete the acquisition, installation, construction, retrofitting and improvement of the Facilities and to ensure that all elements of the Facilities, including the property and improvements, are operational. The State shall have no obligation to provide additional funding beyond the apportionment provided for in this Agreement.

3.2 Use of Facilities for Charter School

- A. The Charter School may use and occupy the Facilities during the term of the Agreement solely for the operation of a charter school, as authorized under the California Education Code and subject to the terms of the Use Agreement. The foregoing statement shall not constitute a representation or guaranty that the operation of a charter school may be conducted in the Facilities or is lawful or permissible under any certificates of occupancy issued for the Facilities, or is otherwise permitted by law. Use of the Facilities shall in all respects comply with all applicable legal requirements.
- B. The general terms of the Charter School’s use of the Facilities shall be governed by the Use Agreement between the Charter School and the School District.
- C. Prior to commencing operations in the school, the Charter School shall provide the State and the School District with a copy of a valid certificate of occupancy issued by the appropriate governmental agency for the Facilities, if applicable, or the equivalent issued by the California Division of the State Architect.
- D. In the event the Charter School no longer is using the Facilities, the usage and priority provisions of Education Code section 17078.62 shall apply. The Charter School shall reasonably cooperate and assist with any transition that may take place pursuant to the priority provisions.
- E. The State and School District shall not have any obligation for construction work or improvements on or to the Facilities. The Charter School has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this Agreement. The Charter School is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs.

- F. The Charter School, its officers, members, partners, agents, employees and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, culture, physical disability (including HIV and AIDS), mental disability, medical condition (cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. The Charter School, its officers, members, partners, agents, employees and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.).

3.3 Facility Location and Suitability

- A. The Charter School's Facilities are located in the county listed in the attached Staff Summary, Exhibit "D", and are more particularly described in the "Project Description" section of the summary.
- B. The property is physically located within the geographical jurisdiction of the School District in which the Facilities are located, which is listed in Exhibit "D" and the school attendance area generating eligibility for funding, if applicable.
- C. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.

3.4 Title to the Facilities

- A. The School District has obtained or will obtain upon release of funds from the State, good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in the title report on the terms and conditions of this Agreement. The Charter School agrees to obtain and transfer title in accordance with the requirements of Article III Section A of the Memorandum of Understanding.
- B. Title to the Facilities shall be conveyed to, and vested in trust for the benefit of the California State public school system.
- C. The Charter School and School District will at all times protect and defend, at its own cost and expense, the title from and against all claims, liens and legal processes of creditors, and keep all the Facilities and the title free and clear of all such claims, liens and processes except for the liens created or expressly permitted by the Security Provisions of this Agreement and the CSFP.
- D. Any sale, contract to sell, option to purchase, conveyance or other transference of the Facilities must first be approved by the State in writing.
- E. The Charter School will execute, acknowledge and record all documents, certificates and agreements, including without limitation any grant deed, bill of

sale or assignment as necessary to effectuate a transfer to the School District title to the Facilities, as provided herein, and provide copies of all documents, certificates and agreements to the State as required by this Agreement or as otherwise requested by the State.

3.5 Insurance Requirements

A. Types of Insurance

1. The Charter School shall, at its sole cost and expense, obtain and maintain at all times during the construction and occupancy of the Facilities, the following types of insurance on the Facilities, naming the State and School District loss payee and additionally insured:
 - a. All Risk (special-causes-of-loss) property and fire insurance (with extended coverage endorsement including malicious mischief and vandalism and sprinkler leakage).
 - b. Commercial general liability insurance (broad form) covering claims for bodily injury, personal injury, death and property damage based on or arising out of the ownership, use, occupancy or maintenance of the Facilities and all areas appurtenant thereto.
 - c. Rental value insurance.
 - d. Worker's compensation insurance
 - e. Other types of insurance or endorsements to existing insurance as may be reasonably required from time to time by the School District or the State.
- B. The Charter School shall not do anything, or permit anything to be done, in or about the Facilities that would: (i) invalidate or be in conflict with the provisions of or cause any increase in the applicable rates for any fire or other insurance policies covering the Facilities (unless it pays for such increased costs); (ii) result in a refusal by insurance companies of good standing to insure the Facilities in amounts reasonably satisfactory to the School District; (iii) result in injury to any person or property by reason of the Charter School's operations being conducted in the Facilities; or (iv) result in the cancellation of or assertion of any defense by the insurer to any claim under any policy of insurance maintained by or for the benefit of the School District.
- C. The Charter School, at its own expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body that shall hereafter perform the function of such Association.
- D. All of the insurance policies required shall be issued by corporate insurers licensed or qualified to do business in the State of California and rated A:X or better by A.M. Best Company, and shall be in form acceptable to the School District and the State.

- E. All certificates of insurance shall be delivered to the School District and the State, along with evidence of payment in full of all premiums required. All such certificates shall be in form acceptable to the State and School District and shall require the insurance company to endeavor to give to the State and School District at least thirty (30) days' prior written notice before canceling the policy for any reason. Certificates evidencing all renewal and substitute policies of insurance shall be delivered to the State and School District, along with evidence of the payment in full of all premiums, at least thirty (30) days before termination of the policies being renewed or substituted.
- F. The State and School District shall be entitled to assignment and payment of all claims, causes of action, awards, payments, proceeds and rights to payment arising under or derived in connection with any insurance policy required to be maintained by the Charter School and any other insurance policies payable because of loss sustained to all or part of the Facilities, together with all interest which may accrue on any of the foregoing, provided, however, if the loss sustained to the Facilities can be repaired or constructed with the proceeds of the insurance policy (plus any additional funds needed and supplied by the Charter School), then, provided the Charter School is not in default hereunder, upon request of the Charter School, the proceeds of the insurance policy and such additional funds may be used for such repair and reconstruction of the Facilities, if agreed to by the State and the School District.
- G. The State and the School District shall immediately be notified in writing if any damage occurs or any injury or loss is sustained to all or part of the Facilities, or any action or proceeding relating to any such damage, injury or loss is commenced. The State and the School District may, but shall not be obligated to, in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Facilities, and may make any compromise or settlement of the action or proceeding, provided that no compromise or settlement of any action or proceeding that materially affects the Charter School shall be entered into or agreed to without the Charter School's prior written consent, which may not unreasonably be withheld.
- H. Waiver of Subrogation
 - 1. Notwithstanding anything to the contrary in this Agreement, the Charter School releases the School District and the State and their respective agents, employees, successor, assignees and subtenants from all liability for injury to any person or damage to any property that is caused by or results from a risk (i) which is actually insured against, to the extent of receipt of payment under such policy (unless the failure to receive payment under any such policy results from a failure of the Charter School to comply with or observe the terms and conditions of the insurance policy covering such liability, in which event, such release shall not be so limited), (ii) which is required to be insured against under this Agreement, or (iii) which would normally be covered by the standard form of "all risk-

extended coverage” casualty insurance, without regard to the negligence or willful misconduct of the entity so released.

2. The Charter School shall obtain from its insurers under all policies of fire, theft, and other property insurance maintained by it at any time during the term insuring or covering the Facilities, a waiver of all rights of subrogation which the Charter School’s insurers might otherwise, if at all, have against the State and School District, and the Charter School shall indemnify the State and School District against any loss or expense, including reasonable attorneys’ fees, resulting from its failure to obtain such waiver.
- I. No approval by the School District or the State of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the State of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible and the Charter School assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers.
- J. The Charter School is liable for all duties and obligations with respect to its purchase and development of the Facilities, and it shall bear the risk of any loss or claim relating to the Facilities. The State and the School District shall assume no liability or risk of loss.

3.6 Consent for Assignment

- A. The State’s and the School District’s (in accordance with the California Education Code) written consent shall be required before the Charter School may directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of its interest in or rights with respect to the Facilities or permit all or any portion of the Facilities to be occupied by anyone other than itself or sublet all or any portion of the Facilities. Such consent shall not be unreasonably withheld. No sublease or assignment nor any consent by the State and the School District shall relieve the Charter School of any obligation to be performed under this Agreement or under the CSFP.
- B. The Charter School shall not be permitted to assign any of its rights or liabilities under this Agreement without the written consent of the State. A transfer of control shall be deemed to have occurred if there shall be any of the following: (i) a transfer of the ultimate beneficial ownership of fifty percent (50%) or more of the equity or other ownership interests in the Charter School or of any class of equity interests in the Charter School, including, without limitation, by the issuance of additional shares or other equity interests or other ownership interests in the Charter School, (ii) a transfer of the right to receive fifty percent (50%) or more of any category of distributions made by the Charter School, or (iii) a transfer of the right to direct the management, policies or operations of the Charter School, by contract or otherwise.
- C. Except as provided in Education Code Section 17078.62, in no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this

Agreement or any rights or privileges hereunder be an asset of the Charter School under any bankruptcy, insolvency, reorganization or other debtor relief proceedings.

ARTICLE IV – REPORTING

A. The Charter School shall:

1. Report to the State any material adverse change in its financial and/or operational condition that could adversely affect its ability to make its payments under this Agreement and the CSFP;
2. Report to the State if the Charter School's charter has been revoked or has not been renewed within 30 days of notification of such action, including providing a copy of the document provided by the chartering authority notifying the Charter School of such action;
3. Provide audited financial statements within 120 days of the end of each fiscal year. Charter School may submit a written request for an extension from the State;
4. Notify the State when the Charter School incurs any borrowing of \$50,000 or more, with a duration of over one year. At its discretion, the State may conduct a financial soundness review; and
5. Comply with the State's requirements for reporting any civil or criminal matters.
6. Provide to the California School Finance Authority quarterly reports detailing all disbursements and interest earned as it relates to the separate CSFP account referenced in section 2.2, item 10 of the Funding Agreement.

ARTICLE V – DEFAULT AND REMEDIES

5.1 Events of Default

The occurrence of any of the following shall constitute a "Default" or "Event of Default" under this Agreement:

- A. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one (1) year of receipt of the certificate of occupancy.
- B. Failure by the Charter School to make any payment when due, and such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;
- C. Failure by the Charter School to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;
- D. Failure by the Charter School to provide reasonable evidence of compliance with all legal requirements whether expressly stated under this Agreement or

otherwise imposed by the State under the CSFP or other applicable law, or failure to observe or perform any other applicable covenant, condition or agreement, where such failure continues for thirty (30) calendar days after receiving written notice by the State. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days;

- E. The Charter School shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School (unless, in the case of a petition filed against the Charter School, the same is dismissed in sixty (60) days) or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Charter School's Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provisions;
- F. The determination by the State that any material representation or warranty made by the Charter School was untrue in any material respect when made;
- G. The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal;
- H. The Charter School shall abandon the Facilities; and/or
- I. If the performance of the payment obligations of the Charter School is guaranteed, the actual or anticipatory failure or inability, for any reason, of the Guarantor to honor the guarantee as required, and the Charter School's failure to provide written alternative assurance or security, which when coupled with the Charter School's then-existing resources, equals or exceeds the combined financial resources that existed at the time this Agreement is executed. The Charter School shall have sixty (60) calendar days following written notice by the State, to provide the written alternative assurance or security.
- J. Failure by the School District to acquire title of the Facilities as required prior to release of certain funds under Education Code Section 17078.63 or within 30 days of receipt of CSFP funds for site acquisition or final apportionment.

5.2 Remedies on Default

- A. The parties acknowledge and agree that this Agreement represents a unique situation that is not limited by the landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. Whenever any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:
1. If the Event of Default is solely because the chartering authority has revoked or declined to renew the Charter School's charter, the Charter School shall remain liable for the performance of all of the obligations of the Charter School including, without limitation, the obligation to make payments to the State when due, so long as the Charter School continues to use and occupy the Facilities.
 2. On the termination of this Agreement for any reason, any steps the School District takes to comply with Education Code section 17078.62 shall in no way release the Charter School from its payment obligations that accrued prior to the last date upon which the Charter School had beneficial ownership and use of the facility ("Termination Date") or from the Charter School's obligation for any holdover. Assumption of this Agreement shall in no way release the Charter School from its payment obligations that accrued prior to the Termination Date or from the Charter School's obligations for any holdover.
 3. The State may proceed by appropriate court action to enforce specific performance by the Charter School of its covenants under this Agreement and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest and late charges, and all other sums due the State. The Charter School shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs.
- B. In the event of the Charter School's default, the State shall have the right to recover from the Charter School via the intercept mechanism described in Section 17199.4 of the Education Code (i) the amount of all unpaid payments or other obligations (whether direct or indirect owed by the Charter School to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the Charter School to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the Charter School to the State.
- C. Notwithstanding anything to the contrary, the State may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights with respect to this Agreement or the Facilities, and the Charter School, as applicable, shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this Agreement or as otherwise permitted by law.

- D. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under this Agreement. All remedies herein conferred upon or reserved to the parties shall survive the termination of this Agreement.
- E. No waiver of any provision of this Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision of this Agreement must be in writing and will affect only the provision specified and only for the time and in the manner stated in the writing.
- F. The State, in its discretion, may provide the Charter School the opportunity to cure Default for up to a thirty (30) calendar day period. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

ARTICLE VI – RELEASE OF LIABILITY AND INDEMNIFICATION

6.1 No Liability

- A. To the fullest extent permitted by law, the Charter School, on its behalf and on behalf of its officers, members, partners, agents, employees, and contractors, waives all claims it may have now or in the future (in law, equity, or otherwise) against the State, officials, directors, officers, attorneys, accountants, financial advisors, staff and employees arising out of, knowingly and voluntarily assumes the risk of, and agrees that the State shall not be liable for any of the following:
 - 1. Injury to or death of any person; or
 - 2. Loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential, incidental, punitive or penal or resulting damage of any kind from any cause.
- B. The State shall not be liable under this clause regardless of whether the liability results from any active or passive act, error, omission, or negligence of any party; or is based on claims in which liability without fault or strict liability is imposed or sought to be imposed.
- C. The State shall not be liable for any latent, hidden, or patent defect of the Facilities, or any part thereof, or any failure of the Facilities or any part thereof to comply with any legal requirement.

6.2 No Representations/Warranties

The Charter School does not rely on, and the State does not make any express or implied representations or warranties as to any matters including, without limitation, (a) the physical condition of the Facilities, (b) the existence, quality, adequacy or availability of utilities serving the Facilities, (c) the use, habitability, merchantability, fitness or suitability of the Facilities for the intended use, (d) the likelihood of deriving business from the location or the economic feasibility of the business, (e) Hazardous Materials on, in under or around the Facilities, (f) zoning, entitlements or any laws, ordinances or regulations which may apply to the use of the Facilities, or (g) any other matter relating to the Facilities.

6.3 Release of All Claims and Demands

The Charter School releases the State from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School or any of its employees or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to or in any way connected with Hazardous Materials presently in, on or under, or now or hereafter emanating from or migrating onto or under the Facilities. In connection with such release, the Charter School hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

6.4 Indemnification

- A. To the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from: (a) any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of this Agreement on the Charter School's part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities by the Charter School; (c) the condition of the Facilities, and any occurrence on the Facilities, from any cause whatsoever; (d) any acts-omissions or negligence of the Charter School, its employees, agents or contractors in, on or about the Facilities; and (e) any breach in the Charter School's representations or warranties provided under this Agreement.
- B. The indemnification provided in this section shall apply regardless of the active or passive negligence of the State and regardless of whether liability without fault or

strict liability is imposed or sought to be imposed; provided, however, that the right of indemnification shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a claim was proximately caused by gross negligence or willful misconduct.

- C. In case any action or proceeding be brought, made or initiated against any of the State relating to any matter covered by the Charter School's indemnification obligations, the Charter School, shall at its sole cost and expense, resist or defend such claim, action or proceeding by counsel approved by the State. Notwithstanding the foregoing, the State may retain its own counsel to defend or assist in defending any claim, action or proceeding, and the Charter School shall pay the reasonable fees and disbursements of such counsel. The Charter School's obligations to indemnify the State shall survive the expiration or earlier termination of this Agreement. The State is an intended third-party beneficiary of this article, and shall be entitled to enforce the provisions hereof.
- D. The Charter School's obligation to indemnify the State may not be construed or interpreted as in any way restricting, limiting, or modifying the Charter School's insurance or other obligations under this Agreement and is independent of the Charter School's insurance and other obligations. The Charter School's compliance with the insurance requirements and other obligations under this Agreement shall not in any way restrict, limit or modify the Charter School's indemnification obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement on the dates set forth below adjacent to their respective signatures. The effective date of this Funding Agreement shall be the last date set forth below.

THE STATE:

STATE ALLOCATION BOARD:

Date: _____

By: _____

Name: _____

Title: _____

CALIFORNIA SCHOOL FINANCE AUTHORITY:

Date: _____

By: _____

Name: Katrina Johantgen

Title: Executive Director

THE CHARTER SCHOOL:

[CHARTER SCHOOL]

BY: **[CMO]**, ON BEHALF OF **[CHARTER SCHOOL]**

Date: _____

By: _____

Name: _____

Title: _____

Exhibit A
Schedule of Apportionments

Apportionment	Date	Amount
Preliminary		
Advance		
Final		

Exhibit B
Payment Schedule

Exhibit C
Title Documentation

**Exhibit D
Staff Summary**

**CHARTER SCHOOL FACILITIES PROGRAM
FUNDING AGREEMENT**

Between the State of California,

and

**[SCHOOL DISTRICT],
a California Public School District ,**

and

**[CMO], a Charter Management Organization,
on behalf of [CHARTER SCHOOL],
a California Charter School**

ARTICLE I – PURPOSE

- A. This Funding Agreement (“Agreement”) is made and entered into as of _____, (“Effective Date”) by and between the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the “State”) and the school district identified above (“School District”), and the charter management organization identified above, on behalf of the charter school identified above, a California Charter School operating as a non-profit public benefit corporation, in accordance with Education Code Section 47604 (the charter management organization and charter school referenced above hereinafter individually and collectively referred to as “Charter School”), as assigned by the California Department of Education, a California Charter School operating as a non-profit public benefit corporation in accordance with Education Code Section 47604. The provisions of this Agreement shall be effective from and after the Effective Date until the termination of the Agreement as provided herein.
- B. The School District has applied to the State for financing of its charter school facilities project (“Facilities”) under the Charter School Facilities Program (“CSFP”) established pursuant to Article 12 of Chapter 12.5 of Part 10 of the California Education Code and the regulations for its implementation provided in

Title 4, Cal. Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq.

- C. The Facilities may involve the purchase of real property or the purchase of real property and construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property, or the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on real property that the Charter School or School District has acquired previously.
- D. This Agreement is being entered into in accordance with the requirements of the CSFP. To the extent the Agreement is inconsistent with or in conflict to the provisions of the CSFP and the implementing regulations, the CSFP and implementing regulations shall prevail.
- E. The terms of this Agreement may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of the parties, or except as otherwise permitted by law. This Agreement may be amended, or a new agreement executed, as necessary, upon the application of the School District and the approval by the State of a final apportionment.

ARTICLE II – FINANCING OF THE CHARTER SCHOOL’S FACILITIES

2.1 Fifty Percent Local Matching Share Obligation

A. Payments

1. The School District’s Application for Preliminary, Advance, and/or Final apportionment for the Facilities has been approved by the State. The State will provide as a grant funding for fifty percent (50%) of the approved costs for the Facilities, and the School District is responsible for a Local Matching Share of fifty percent (50%) of the approved costs for the Facilities. The Final Apportionment Amount will be reduced by any amounts received by the School District through any Advance Apportionment(s). The amounts of the Preliminary, Advance and/or Final Apportionment are set forth in Exhibit “A” of this Funding Agreement.
2. The School District’s Final Apportionment (“Apportionment”) is contingent upon the School District paying its 50% Local Matching Share obligation by making payments to the State pursuant to this Agreement. The 50% grant funding does not need to be repaid.
3. The School District will make its payments on the Local Matching Share to the State through the use of the Intercept Mechanism as described in Section 17199.4 of the Education Code. The School District shall comply with all provisions in this section prior to any funds being released.
4. The School District will repay the Local Matching Share to the State by making monthly payment installments, in arrears, as provided for in the schedule of payments (“Payment Schedule”), developed in compliance with section 2.1(D). The amount shall include interest on the unpaid

principal balance at the interest rate prescribed in Section 17078.57(a)(1)(D) and (E) of the Education Code.

5. Payments will be applied first to accrued but unpaid interest, then to the unpaid principal balance.
6. Payments may be prepaid in whole or in part at any time before the end of the payment term without penalty.
7. Payments shall be made directly to the State Allocation Board for deposit into the respective 2002, 2004, 2006, or 2016 Charter School Facilities Account, or as otherwise directed by the State in writing.

B. Late Payments

The failure to make a payment on time will cause the State to incur costs not contemplated by the parties when entering into this Agreement, the exact nature and amount of which would be extremely difficult and impracticable to ascertain. Accordingly, on the fifteenth day after a payment is due, the School District may be assessed, by way of damages, a late charge in an amount equal to five percent (5%) of the past due amount. The parties agree that this late charge represents a fair and reasonable estimate of the costs incurred by the State as the result of a late payment, and the School District agrees to immediately pay the late charge. The State's acceptance of late charges will not constitute a waiver of default with respect to the overdue payment, and will not prevent the State from exercising any other rights available under this Agreement. The School District will pay a late charge only once on any late payment. The late charges will be deposited into the 2002, 2004, 2006, or 2016 Charter School Facilities Account.

C. Payment Period

The payment period shall commence upon the later to occur: (1) the Effective Date; or (2) after one full year of the Facilities being open and the Charter School commences its educational program ("Commencement Date"). The period shall end 30 years following the Effective or Commencement Date, or when paid in full.

D. Payment Schedule

1. Within thirty (30) days of the start of the Charter School's operations, the parties will execute a letter confirming the Commencement Date, the Expiration Date, the payment terms, and other such terms, including a Payment Schedule which shall be attached to this Agreement and incorporated herein as Exhibit "B".
2. The State shall establish the Payment Schedule in accordance with Education Code section 17078.57 and California Code of Regulations, title 4, Section 10160. The Payment Schedule may be amended, at the State's sole discretion, where the School District has demonstrated financial hardship to the State's satisfaction and the State has determined that the School District continues to be financially sound. The Payment

Schedule shall end 30 years following the Effective or Commencement Date, or when paid in full.

E. Payments To Be Unconditional

Except as expressly provided for in this Agreement, any present or future law to the contrary notwithstanding, this Agreement shall not terminate, nor shall the School District be entitled to any abatement, suspension, deferment, reduction, setoff, counterclaim, or defense with respect to the payments, nor shall the obligations of the School District or the Charter School be affected (except as expressly permitted) by reason of:

1. any failure of the Facilities or any part thereof to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Facilities, any accident or unforeseen circumstances, or any damage to or destruction of the Facilities, or any part thereof;
2. any taking of the Facilities, or any part thereof, or interest therein by condemnation or otherwise;
3. any prohibition, limitation, restriction or prevention of the Charter School's use, occupancy or enjoyment of the Facilities, or any part thereof, or any interference with such use, occupancy or enjoyment by any person for any reason;
4. any title defect, lien or any other matter affecting title to the Facilities;
5. any eviction by paramount title or otherwise;
6. any default by the Charter School or School District;
7. any action for bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding relating to or affecting this Agreement or the Charter School or School District;
8. the impossibility or illegality of performance by the Charter School or School District;
9. any action of any governmental authority or any other person;
10. the Charter School's acquisition of ownership of all or part of the Facilities;
11. breach of any warranty or representation with respect to the Facilities;
12. any defect in the condition, quality, or fitness for use of the Facilities;
13. Any other cause or circumstance similar or dissimilar to the foregoing, and whether or not the Charter School or School District has notice or knowledge of any of the foregoing; or
14. Notwithstanding the above, nothing in this section shall affect the School District's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal.

F. Acceptance and Application of Payment; Not Accord and Satisfaction

1. No receipt by the State of a lesser payment than the payment required under this Agreement shall be considered to be other than on account of the earliest amount due, and no endorsement or statement on any check or letter accompanying a payment or check shall be considered an accord and satisfaction. The State may accept checks or payments without prejudice to its right to recover all amounts due and pursue all other remedies provided for in this Agreement.
2. Acceptance of monies from the School District after the School District has received notice of termination shall in no way reinstate, continue, or extend the term or affect the termination notice. The State may receive and collect any payment due, and payment shall not waive or affect any prior notice, action, or judgment.

2.2 Conditions for Release of Funding

The Charter School and School District must satisfy the following conditions, and such others as may be reasonably required by the State, before the State will release any funding:

- A. The Charter School shall have satisfied all of the requirements for such funding under the CSFP and Memorandum of Understanding, including that it shall have a current, valid charter.
- B. The Charter School and School District shall have entered into this Agreement and the State shall have received an original of this Agreement properly executed on behalf of the Charter School and School District, with each of the Exhibits hereto properly completed.
- C. The School District must notify the State when CSFP funds are received by the School District. If the funding shall be used to acquire real property, within 30 days of receipt of CSFP funds, the School District shall provide evidence to the State that the School District has obtained title to the real property as trustee on behalf of the public school system. If the School District fails to meet this requirement, the School District will be in default of this Agreement.
- D. If title to the real property is not held by the Charter School, the School District, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the State, which shall convey title to the real property in trust on behalf of the state public school system. The School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in any other provisions of this Agreement.
- E. If title to the property is already held by the Charter School, the Charter School, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the School District and the State, which shall convey title to the real property from the Charter School to the School District as trustee on behalf of the public school system.

- F. If the School District is required to have a Guarantor for its Facilities, it shall have entered into a guaranty with an acceptable Guarantor and the State shall have received an executed original of the agreement.
- G. The State shall have received a certificate of the respective secretaries of the Charter School and School District as to (i) the resolution of each governing board authorizing the execution, delivery and performance of this Agreement, and (ii) signatures of the officers or agents authorized to execute and deliver this Agreement on behalf of the Charter School and School District. The State shall have received the bylaws of the Charter School and, if applicable, attaching thereto a copy of the Charter School's certificate or articles of incorporation or partnership or limited liability company formation document certified by the Office of the Secretary of State for the State of California.
- H. Certificate of good standing issued to the Charter School by the California Secretary of State not more than 30 days prior to the Effective Date of this Agreement, if applicable.
- I. The School District shall deliver to the State a standard preliminary title report issued by a title company with respect to the Facilities, and legible copies of all documents referred to in the title report. (Exhibit "C"). The School District shall comply with the title requirements of section 3.4 of this Agreement, and shall provide to the State, upon request, all documents and materials relating to the Facilities and the title to the Facilities.
- J. The School District represents that it has a minimum debt service coverage ratio determined by the State to be sufficient, but in no event to be less than 1.0x.
- K. The School District represents that it is financially sound, and will demonstrate to the satisfaction of the State, its continued financial soundness. If the Charter School's chartering authority revokes or declines to renew the Charter School's charter, this Agreement will be in default and the provisions of Education Code section 17078.62 shall be invoked. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal.
- L. The School District shall establish and maintain a separate and distinct account for deposits of all CSFP loan proceeds.
- M. The Charter School and the School District, in whose geographical jurisdiction the Charter School is located, will enter into an agreement governing the use of the facilities ("Use Agreement"). The phrase "substantial completion of construction" shall mean that standard of construction generally recognized by California construction law. The State shall have the right to review and approve the Use Agreement if there will be any modifications to the standard provisions. The State reserves the right to communicate directly with either the Charter School or the School District regarding amendments to the Use Agreement. The Charter School shall be in full compliance with the terms of the Use Agreement.

2.3 Payment During Dispute Period

Notwithstanding any dispute between the Charter School, the State, or any vendor under any purchase agreement or any other person, the School District shall make all payments when due and shall not withhold any payments pending final resolution of a dispute, nor shall the School District assert any right of set-off or counterclaim against its obligation to make payments, and the School District waives any and all rights now or hereafter available by statute or otherwise to modify or to avoid strict compliance with its obligations under this Agreement.

2.4 Force Majeure

The time for the Charter School, School District, or the State to perform any obligation or assert any right under this Agreement or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

2.5 No Debt or Liability/Obligation of the State

- A. This Agreement shall not be deemed to constitute a debt or liability or obligation of the State or any political subdivision thereof, or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be a special obligation payable solely by the School District.
- B. The obligation to make payments does not constitute an indebtedness of the School District within the meaning of any constitutional or statutory debt limitation or restriction and in all cases shall be made solely from legally available funds.
- C. The parties intend that the obligations of the Charter School and School District shall be covenants, agreements and obligations that are separate and independent from any obligations of the State, and shall continue unaffected unless modified or terminated in accordance with an express provision of this Agreement.

ARTICLE III – CHARTER SCHOOL’S FACILITY

3.1 Utilization of Apportionment for Facility

The School District agrees to utilize its apportionment for purposes consistent with the CSFP, and for the acquisition of real property and the installation, construction, retrofitting and improvement of said real property in order to allow a charter school educational program to be conducted. To the extent that the apportionment is insufficient in any way, the School District must pay additional amounts as necessary to complete the acquisition, installation, construction, retrofitting and improvement of the Facilities and to ensure that all elements of the Facilities, including the property and improvements, are operational. The State shall have no obligation to provide additional funding beyond the apportionment provided for in this Agreement.

3.2 Use of Facilities for Charter School

- A. The Charter School may use and occupy the Facilities during the term of the Agreement solely for the operation of a charter school, as authorized under the California Education Code and subject to the terms of the Use Agreement. The

foregoing statement shall not constitute a representation or guaranty that the operation of a charter school may be conducted in the Facilities or is lawful or permissible under any certificates of occupancy issued for the Facilities, or is otherwise permitted by law. Use of the Facilities shall in all respects comply with all applicable legal requirements.

- B. The general terms of the Charter School's use of the Facilities shall be governed by the Use Agreement between the Charter School and the School District.
- C. Prior to commencing operations in the school, the Charter School shall provide the State and the School District with a copy of a valid certificate of occupancy issued by the appropriate governmental agency for the Facilities, if applicable, or the equivalent issued by the California Division of the State Architect.
- D. In the event the Charter School no longer is using the Facilities, the usage and priority provisions of Education Code section 17078.62 shall apply. The Charter School shall reasonably cooperate and assist with any transition that may take place pursuant to the priority provisions.
- E. The State shall not have any obligation for construction work or improvements on or to the Facilities. The Charter School has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this Agreement. The Charter School is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs.
- F. The Charter School and School District, their officers, members, partners, agents, employees and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, culture, physical disability (including HIV and AIDS), mental disability, medical condition (cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. The Charter School, its officers, members, partners, agents, employees and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.).

3.3 Facility Location and Suitability

- A. The Facilities are located in the county listed in the attached Staff Summary, Exhibit "D" of this Funding Agreement, and as more particularly described in the "Project Description" section of the summary.
- B. The Facilities are physically located within the geographical jurisdiction of the School District in which the Facilities are located, which is listed in Exhibit "D", and the school attendance area generating eligibility for funding, if applicable.
- C. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and

occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.

3.4 Title to the Facilities

- A. The School District has obtained or will obtain upon release of funds from the State, good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in the title report on the terms and conditions of this Agreement.
- B. Title to the Facilities shall be vested in trust for the benefit of the California State public school system.
- C. The School District will at all times protect and defend, at its own cost and expense, the title from and against all claims, liens and legal processes of creditors, and keep all the Facilities and the title free and clear of all such claims, liens and processes except for the liens created or expressly permitted by the Security Provisions of this Agreement and the CSFP.
- D. Any sale, contract to sell, option to purchase, conveyance or other transference of the Facilities must first be approved by the State in writing.

3.5 Insurance Requirements

- A. Types of Insurance
 - 1. The Charter School and School District shall, at their sole cost and expense, obtain and maintain at all times during the construction and occupancy of the Facilities, the following types of insurance on the Facilities, naming the State and School District loss payee and additionally insured:
 - a. All Risk (special-causes-of-loss) property and fire insurance (with extended coverage endorsement including malicious mischief and vandalism and sprinkler leakage).
 - b. Commercial general liability insurance (broad form) covering claims for bodily injury, personal injury, death and property damage based on or arising out of the ownership, use, occupancy or maintenance of the Facilities and all areas appurtenant thereto.
 - c. Rental value insurance.
 - d. Worker's compensation insurance
 - e. Other types of insurance or endorsements to existing insurance as may be reasonably required from time to time by the School District or the State.
- B. The Charter School and School District shall not do anything, or permit anything to be done, in or about the Facilities that would: (i) invalidate or be in conflict with the provisions of or cause any increase in the applicable rates for any fire or other insurance policies covering the Facilities (unless it pays for such increased

costs); (ii) result in a refusal by insurance companies of good standing to insure the Facilities in amounts reasonably satisfactory to the School District; (iii) result in injury to any person or property by reason of the Charter School's operations being conducted in the Facilities; or (iv) result in the cancellation of or assertion of any defense by the insurer to any claim under any policy of insurance maintained by or for the benefit of the School District.

- C. The Charter School and School District, at their own expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body that shall hereafter perform the function of such Association.
- D. All of the insurance policies required shall be issued by corporate insurers licensed or qualified to do business in the State of California and rated A:X or better by A.M. Best Company, and shall be in form acceptable to the School District and the State.
- E. All certificates of insurance shall be delivered to the School District and the State, along with evidence of payment in full of all premiums required. All such certificates shall be in form acceptable to the State and shall require the insurance company to endeavor to give to the State at least thirty (30) days' prior written notice before canceling the policy for any reason. Certificates evidencing all renewal and substitute policies of insurance shall be delivered to the State, along with evidence of the payment in full of all premiums, at least thirty (30) days before termination of the policies being renewed or substituted.
- F. The State and School District shall be entitled to assignment and payment of all claims, causes of action, awards, payments, proceeds and rights to payment arising under or derived in connection with any insurance policy required to be maintained by the Charter School and any other insurance policies payable because of loss sustained to all or part of the Facilities, together with all interest which may accrue on any of the foregoing, provided, however, if the loss sustained to the Facilities can be repaired or constructed with the proceeds of the insurance policy (plus any additional funds needed and supplied by the Charter School), then, provided the Charter School is not in default hereunder, upon request of the Charter School, the proceeds of the insurance policy and such additional funds may be used for such repair and reconstruction of the Facilities, if agreed to by the State and the School District.
- G. The State and the School District shall immediately be notified in writing if any damage occurs or any injury or loss is sustained to all or part of the Facilities, or any action or proceeding relating to any such damage, injury or loss is commenced. The State and the School District may, but shall not be obligated to, in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Facilities, and may make any compromise or settlement of the action or proceeding, provided that no compromise or settlement of any action or proceeding that materially affects the Charter School shall be entered into or

agreed to without the Charter School's prior written consent, which may not unreasonably be withheld.

H. Waiver of Subrogation

1. Notwithstanding anything to the contrary in this Agreement, the Charter School and School District releases the State and their respective agents, employees, successor, assignees and subtenants from all liability for injury to any person or damage to any property that is caused by or results from a risk (i) which is actually insured against, to the extent of receipt of payment under such policy (unless the failure to receive payment under any such policy results from a failure of the Charter School or School District to comply with or observe the terms and conditions of the insurance policy covering such liability, in which event, such release shall not be so limited), (ii) which is required to be insured against under this Agreement, or (iii) which would normally be covered by the standard form of "all risk-extended coverage" casualty insurance, without regard to the negligence or willful misconduct of the entity so released.
 2. The Charter School or School District shall obtain from its insurers under all policies of fire, theft, and other property insurance maintained by it at any time during the term insuring or covering the Facilities, a waiver of all rights of subrogation which the Charter School's or School District's insurers might otherwise, if at all, have against the State, and the Charter School or School District shall indemnify the State against any loss or expense, including reasonable attorneys' fees, resulting from its failure to obtain such waiver.
- I. No approval by the State of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the State of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible and the Charter School and School District assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers.
 - J. The School District is liable for all duties and obligations with respect to its purchase and development of the Facilities, and it shall bear the risk of any loss or claim relating to the Facilities. The State shall assume no liability or risk of loss.

3.6 Consent for Assignment

- A. The State's and the School District's (in accordance with the California Education Code) written consent shall be required before the Charter School may directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of its interest in or rights with respect to the Facilities or permit all or any portion of the Facilities to be occupied by anyone other than itself or sublet all or any portion of the Facilities. Such consent shall not be unreasonably withheld. No sublease or assignment nor any

consent by the State and the School District shall relieve the Charter School of any obligation to be performed under this Agreement or under the CSFP.

- B. The Charter School and School District shall not be permitted to assign any of its rights or liabilities under this Agreement without the written consent of the State. A transfer of control shall be deemed to have occurred if there shall be any of the following: (i) a transfer of the ultimate beneficial ownership of fifty percent (50%) or more of the equity or other ownership interests in the Charter School or of any class of equity interests in the Charter School, including, without limitation, by the issuance of additional shares or other equity interests or other ownership interests in the Charter School, (ii) a transfer of the right to receive fifty percent (50%) or more of any category of distributions made by the Charter School, or (iii) a transfer of the right to direct the management, policies or operations of the Charter School, by contract or otherwise.
- C. Except as provided in Education Code Section 17078.62, in no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of the Charter School under any bankruptcy, insolvency, reorganization or other debtor relief proceedings.

ARTICLE IV – REPORTING

- A. The School District shall:
 - 1. Report to the State any material adverse change in its financial and/or operational condition that could adversely affect its ability to make its payments under this Agreement and the CSFP;
 - 2. Report to the State if the Charter School's charter has been revoked or has not been renewed within 30 days of notification of such action, including providing a copy of the document provided by the chartering authority notifying the Charter School of such action;
 - 3. Provide audited financial statements within 120 days of the end of each fiscal year. School District may submit a written request for an extension from the State;
 - 4. Notify the State when the School District incurs any borrowing of \$50,000 or more, with a duration of over one year. At its discretion, the State may conduct a financial soundness review; and
 - 5. Comply with the State's requirements for reporting any civil or criminal matters.
 - 6. Provide to the California School Finance Authority quarterly reports detailing all disbursements and interest earned as it relates to the separate CSFP account referenced in section 2.2, item 10 of the Funding Agreement.

ARTICLE V – DEFAULT AND REMEDIES

5.1 Events of Default

The occurrence of any of the following shall constitute a “Default” or “Event of Default” under this Agreement:

- A. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one (1) year of receipt of the certificate of occupancy.
- B. Failure by the School District to make any payment when due, and such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;
- C. Failure by the Charter School or School District to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;
- D. Failure by the Charter School or School District to provide reasonable evidence of compliance with all legal requirements whether expressly stated under this Agreement or otherwise imposed by the State under the CSFP or other applicable law, or failure to observe or perform any other applicable covenant, condition or agreement, where such failure continues for thirty (30) calendar days after receiving written notice by the State. If thirty (30) calendar days is insufficient, and the Charter School or School District has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days;
- E. The Charter School or School District shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School or School District shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School or School District, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School or School District shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School or School District (unless, in the case of a petition filed against the Charter School or School District, the same is dismissed in sixty (60) days) or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provisions;

- F. The determination by the State that any material representation or warranty made by the Charter School or School District was untrue in any material respect when made;
- G. The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal;
- H. The Charter School shall abandon the Facilities; and/or
- I. If the performance of the payment obligations of the School District is guaranteed, the actual or anticipatory failure or inability, for any reason, of the Guarantor to honor the guarantee as required, and the School District's failure to provide written alternative assurance or security, which when coupled with the School District's then-existing resources, equals or exceeds the combined financial resources that existed at the time this Agreement is executed. The School District shall have sixty (60) calendar days following written notice by the State, to provide the written alternative assurance or security.

5.2 Remedies on Default

- A. The parties acknowledge and agree that this Agreement represents a unique situation that is not limited by the landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. Whenever any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:
 - 1. If the Event of Default is solely because the chartering authority has revoked or declined to renew the Charter School's charter, the School District shall remain liable for the performance of all of the obligations of the School District including, without limitation, the obligation to make payments to the State when due, so long as the Charter School continues to use and occupy the Facilities.
 - 2. On the termination of this Agreement for any reason, any steps the School District takes to comply with Education Code section 17078.62 shall in no way release the School District from its payment obligations that accrued prior to the last date upon which the Charter School had beneficial ownership and use of the facility ("Termination Date") or from the Charter School's obligation for any holdover. Assumption of this Agreement shall in no way release the School District from its payment obligations that accrued prior to the Termination Date or from the Charter School's obligations for any holdover.
 - 3. The State may proceed by appropriate court action to enforce specific performance by the Charter School or School District of its covenants under this Agreement and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest

and late charges, and all other sums due the State. The Charter School or School District shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs.

- B. In the event of the School District's default, the State shall have the right to recover from the School District via the intercept mechanism described in Section 17199.4 of the Education Code via the intercept mechanism described in Section 17199.4 of the Education Code (i) the amount of all unpaid payments or other obligations (whether direct or indirect owed by the School District to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the School District to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the School District to the State.
- C. Notwithstanding anything to the contrary, the State may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights with respect to this Agreement or the Facilities, and the School District, as applicable, shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this Agreement or as otherwise permitted by law.
- D. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under this Agreement. All remedies herein conferred upon or reserved to the parties shall survive the termination of this Agreement.
- E. No waiver of any provision of this Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision of this Agreement must be in writing and will affect only the provision specified and only for the time and in the manner stated in the writing.
- F. The State, in its discretion, may provide the School District the opportunity to cure Default for up to a thirty (30) calendar day period. If thirty (30) calendar days is insufficient, and the School District has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

ARTICLE VI – RELEASE OF LIABILITY AND INDEMNIFICATION

6.1 No Liability

- A. To the fullest extent permitted by law, the Charter School and School District, on its behalf and on behalf of its officers, members, partners, agents, employees, and contractors, waives all claims it may have now or in the future (in law, equity, or otherwise) against the State, officials, directors, officers, attorneys, accountants, financial advisors, staff and employees arising out of, knowingly and voluntarily assumes the risk of, and agrees that the State shall not be liable for any of the following:
1. Injury to or death of any person; or
 2. Loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential, incidental, punitive or penal or resulting damage of any kind from any cause.
- B. The State shall not be liable under this clause regardless of whether the liability results from any active or passive act, error, omission, or negligence of any party; or is based on claims in which liability without fault or strict liability is imposed or sought to be imposed.
- C. The State shall not be liable for any latent, hidden, or patent defect of the Facilities, or any part thereof, or any failure of the Facilities or any part thereof to comply with any legal requirement.

6.2 No Representations/Warranties

The Charter School and School District does not rely on, and the State does not make any express or implied representations or warranties as to any matters including, without limitation, (a) the physical condition of the Facilities, (b) the existence, quality, adequacy or availability of utilities serving the Facilities, (c) the use, habitability, merchantability, fitness or suitability of the Facilities for the intended use, (d) the likelihood of deriving business from the location or the economic feasibility of the business, (e) Hazardous Materials on, in under or around the Facilities, (f) zoning, entitlements or any laws, ordinances or regulations which may apply to the use of the Facilities, or (g) any other matter relating to the Facilities.

6.3 Release of All Claims and Demands

The Charter School and School District releases the State from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School, School District, or any of their employees or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to or in any way connected with Hazardous Materials presently in, on or under, or now or hereafter emanating from or migrating onto or under the Facilities. In connection with such release, the

Charter School and School District hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

6.4 Indemnification

- A. To the fullest extent permitted by law the Charter School and School District shall at each's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from: (a) any breach or default by the Charter School and School District in the observance or performance of any of the terms, covenants or conditions of this Agreement on the Charter School' and School District's part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities; (c) the condition of the Facilities, and any occurrence on the Facilities, from any cause whatsoever; (d) any acts omissions or negligence of the Charter School, School District, and its employees, agents or contractors in, on or about the Facilities; and (e) any breach in the Charter School or School District's representations or warranties provided under this Agreement.
- B. The indemnification provided in this section shall apply regardless of the active or passive negligence of the State and regardless of whether liability without fault or strict liability is imposed or sought to be imposed; provided, however, that the right of indemnification shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a claim was proximately caused by gross negligence or willful misconduct.
- C. In case any action or proceeding be brought, made or initiated against any of the State relating to any matter covered by the Charter School or School District indemnification obligations, the Charter School or School District, shall at its sole cost and expense, resist or defend such claim, action or proceeding by counsel approved by the State. Notwithstanding the foregoing, the State may retain its own counsel to defend or assist in defending any claim, action or proceeding, and the Charter School or School District shall pay the reasonable fees and disbursements of such counsel. The Charter School and School District's obligations to indemnify the State shall survive the expiration or earlier termination of this Agreement. The State is an intended third-party beneficiary of this article, and shall be entitled to enforce the provisions hereof.
- D. The Charter School and School District's obligation to indemnify the State may not be construed or interpreted as in any way restricting, limiting, or modifying the

Charter School or School District's insurance or other obligations under this Agreement and is independent of the Charter School and School District's insurance and other obligations. The Charter School and School District's compliance with the insurance requirements and other obligations under this Agreement shall not in any way restrict, limit or modify the Charter School or School District's indemnification obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement on the dates set forth below adjacent to their respective signatures. The effective date of this Funding Agreement shall be the last date set forth below.

THE STATE:

STATE ALLOCATION BOARD:

Date: _____

By: _____

Name: _____

Title: _____

CALIFORNIA SCHOOL FINANCE AUTHORITY:

Date: _____

By: _____

Name: Katrina Johantgen

Title: Executive Director

THE SCHOOL DISTRICT:

[SCHOOL DISTRICT]

Date: _____

By: _____

Name: _____

Title: _____

THE CMO on behalf of
CHARTER SCHOOL:

**[CMO] on behalf of,
CHARTER SCHOOL**

Date: _____

By: _____

Name: _____

Title: _____

**Exhibit A
Schedule of Apportionments**

Apportionment	Date	Amount
Preliminary		
Advance		
Final		

Exhibit B
Payment Schedule

Exhibit C
Title Documentation

Exhibit D
Staff Summary

**CHARTER SCHOOL FACILITIES PROGRAM
FUNDING AGREEMENT**

Between the State of California,

and

**[SCHOOL DISTRICT],
a California Public School District ,**

and

**[CHARTER SCHOOL]
(CDS Code #XX-XXXXX-XXXXXXX),
a California Charter School**

ARTICLE I – PURPOSE

- A. This Funding Agreement (“Agreement”) is made and entered into as of _____, (“Effective Date”) by and between the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the “State”) and the school district identified above (“School District”), and the charter school identified above (“Charter School”), as assigned by the California Department of Education, a California Charter School operating as a non-profit public benefit corporation in accordance with Education Code Section 47604. The provisions of this Agreement shall be effective from and after the Effective Date until the termination of the Agreement as provided herein.
- B. The School District has applied to the State for financing of its charter school facilities project (“Facilities”) under the Charter School Facilities Program (“CSFP”) established pursuant to Article 12 of Chapter 12.5 of Part 10 of the California Education Code and the regulations for its implementation provided in Title 4, Cal. Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq.
- C. The Facilities may involve the purchase of real property or the purchase of real property and construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property, or

the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on real property that the Charter School or School District has acquired previously.

- D. This Agreement is being entered into in accordance with the requirements of the CSFP. To the extent the Agreement is inconsistent with or in conflict to the provisions of the CSFP and the implementing regulations, the CSFP and implementing regulations shall prevail.
- E. The terms of this Agreement may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of the parties, or except as otherwise permitted by law. This Agreement may be amended, or a new agreement executed, as necessary, upon the application of the School District and the approval by the State of a final apportionment.

ARTICLE II – FINANCING OF THE CHARTER SCHOOL’S FACILITIES

2.1 Fifty Percent Local Matching Share Obligation

A. Payments

1. The School District’s Application for Preliminary, Advance, and/or Final apportionment for the Facilities has been approved by the State. The State will provide as a grant funding for fifty percent (50%) of the approved costs for the Facilities, and the School District is responsible for a Local Matching Share of fifty percent (50%) of the approved costs for the Facilities. The Final Apportionment Amount will be reduced by any amounts received by the Charter School through any Advance Apportionment(s). The amounts of the Preliminary, Advance and/or Final Apportionment are set forth in Exhibit “A” of this Funding Agreement.
2. The School District’s Final Apportionment (“Apportionment”) is contingent upon the School District paying its 50% Local Matching Share obligation by making payments to the State pursuant to this Agreement. The 50% grant funding does not need to be repaid.
3. The School District will make its payments on the Local Matching Share to the State through the use of the Intercept Mechanism as described in Section 17199.4 of the Education Code. The School District shall comply with all provisions in this section prior to any funds being released.
4. The School District will repay the Local Matching Share to the State by making monthly payment installments, in arrears, as provided for in the schedule of payments (“Payment Schedule”), developed in compliance with section 2.1(D). The amount shall include interest on the unpaid principal balance at the interest rate prescribed in Section 17078.57(a)(1)(D) and (E) of the Education Code.
5. Payments will be applied first to accrued but unpaid interest, then to the unpaid principal balance.

6. Payments may be prepaid in whole or in part at any time before the end of the payment term without penalty.
7. Payments shall be made directly to the State Allocation Board for deposit into the respective 2002, 2004, 2006, or 2016 Charter School Facilities Account, or as otherwise directed by the State in writing.

B. Late Payments

The failure to make a payment on time will cause the State to incur costs not contemplated by the parties when entering into this Agreement, the exact nature and amount of which would be extremely difficult and impracticable to ascertain. Accordingly, on the fifteenth day after a payment is due, the School District may be assessed, by way of damages, a late charge in an amount equal to five percent (5%) of the past due amount. The parties agree that this late charge represents a fair and reasonable estimate of the costs incurred by the State as the result of a late payment, and the School District agrees to immediately pay the late charge. The State's acceptance of late charges will not constitute a waiver of default with respect to the overdue payment, and will not prevent the State from exercising any other rights available under this Agreement. The School District will pay a late charge only once on any late payment. The late charges will be deposited into the 2002, 2004, 2006, or 2016 Charter School Facilities Account.

C. Payment Period

The payment period shall commence upon the later to occur: (1) the Effective Date; or (2) after one full year of the Facilities being open and the Charter School commences its educational program ("Commencement Date"). The period shall end 30 years following the Effective or Commencement Date, or when paid in full.

D. Payment Schedule

1. Within thirty (30) days of the start of the Charter School's operations, the parties will execute a letter confirming the Commencement Date, the Expiration Date, the payment terms, and other such terms, including a Payment Schedule which shall be attached to this Agreement and incorporated herein as Exhibit "B".
2. The State shall establish the Payment Schedule in accordance with Education Code section 17078.57 and California Code of Regulations, title 4, Section 10160. The Payment Schedule may be amended, at the State's sole discretion, where the School District has demonstrated financial hardship to the State's satisfaction and the State has determined that the School District continues to be financially sound. The Payment Schedule shall end 30 years following the Effective or Commencement Date, or when paid in full.

E. Payments To Be Unconditional

Except as expressly provided for in this Agreement, any present or future law to the contrary notwithstanding, this Agreement shall not terminate, nor shall the School District be entitled to any abatement, suspension, deferment, reduction, setoff, counterclaim, or defense with respect to the payments, nor shall the obligations of the School District or the Charter School be affected (except as expressly permitted) by reason of:

1. any failure of the Facilities or any part thereof to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Facilities, any accident or unforeseen circumstances, or any damage to or destruction of the Facilities, or any part thereof;
2. any taking of the Facilities, or any part thereof, or interest therein by condemnation or otherwise;
3. any prohibition, limitation, restriction or prevention of the Charter School's use, occupancy or enjoyment of the Facilities, or any part thereof, or any interference with such use, occupancy or enjoyment by any person for any reason;
4. any title defect, lien or any other matter affecting title to the Facilities;
5. any eviction by paramount title or otherwise;
6. any default by the Charter School or School District;
7. any action for bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding relating to or affecting this Agreement or the Charter School or School District ;
8. the impossibility or illegality of performance by the Charter School or School District;
9. any action of any governmental authority or any other person;
10. the Charter School's acquisition of ownership of all or part of the Facilities;
11. breach of any warranty or representation with respect to the Facilities;
12. any defect in the condition, quality, or fitness for use of the Facilities;
13. Any other cause or circumstance similar or dissimilar to the foregoing, and whether or not the Charter School or School District has notice or knowledge of any of the foregoing; or
14. Notwithstanding the above, nothing in this section shall affect the School District's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal.

F. Acceptance and Application of Payment; Not Accord and Satisfaction

1. No receipt by the State of a lesser payment than the payment required under this Agreement shall be considered to be other than on account of the earliest amount due, and no endorsement or statement on any check or letter accompanying a payment or check shall be considered an accord

and satisfaction. The State may accept checks or payments without prejudice to its right to recover all amounts due and pursue all other remedies provided for in this Agreement.

2. Acceptance of monies from the School District after the School District has received notice of termination shall in no way reinstate, continue, or extend the term or affect the termination notice. The State may receive and collect any payment due, and payment shall not waive or affect any prior notice, action, or judgment.

2.2 Conditions for Release of Funding

The Charter School and School District must satisfy the following conditions, and such others as may be reasonably required by the State, before the State will release any funding:

- A. The Charter School shall have satisfied all of the requirements for such funding under the CSFP and Memorandum of Understanding, including that it shall have a current, valid charter.
- B. The Charter School and School District shall have entered into this Agreement and the State shall have received an original of this Agreement properly executed on behalf of the Charter School and School District, with each of the Exhibits hereto properly completed.
- C. The School District must notify the State when CSFP funds are received by the School District. If the funding shall be used to acquire real property, within 30 days of receipt of CSFP funds, the School District shall provide evidence to the State that the School District has obtained title to the real property as trustee on behalf of the public school system. If the School District fails to meet this requirement, the School District will be in default of this Agreement.
- D. If title to the real property is not held by the Charter School, the School District, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the State, which shall convey title to the real property in trust on behalf of the state public school system. The School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in any other provisions of this Agreement.
- E. If title to the property is already held by the Charter School, the Charter School, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the School District and the State, which shall convey title to the real property from the Charter School to the School District as trustee on behalf of the public school system.
- F. If the School District is required to have a Guarantor for its Facilities, it shall have entered into a guaranty with an acceptable Guarantor and the State shall have received an executed original of the agreement.

- G. The State shall have received a certificate of the respective secretaries of the Charter School and School District as to (i) the resolution of each governing board authorizing the execution, delivery and performance of this Agreement, and (ii) signatures of the officers or agents authorized to execute and deliver this Agreement on behalf of the Charter School and School District. The State shall have received the bylaws of the Charter School and, if applicable, attaching thereto a copy of the Charter School's certificate or articles of incorporation or partnership or limited liability company formation document certified by the Office of the Secretary of State for the State of California.
- H. Certificate of good standing issued to the Charter School by the California Secretary of State not more than 30 days prior to the Effective Date of this Agreement, if applicable.
- I. The School District shall deliver to the State a standard preliminary title report issued by a title company with respect to the Facilities, and legible copies of all documents referred to in the title report. (Exhibit "C"). The School District shall comply with the title requirements of section 3.4 of this Agreement, and shall provide to the State, upon request, all documents and materials relating to the Facilities and the title to the Facilities.
- J. The School District represents that it has a minimum debt service coverage ratio determined by the State to be sufficient, but in no event to be less than 1.0x.
- K. The School District represents that it is financially sound, and will demonstrate to the satisfaction of the State, its continued financial soundness. If the Charter School's chartering authority revokes or declines to renew the Charter School's charter, this Agreement will be in default and the provisions of Education Code section 17078.62 shall be invoked. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal.
- L. The School District shall establish and maintain a separate and distinct account for deposits of all CSFP loan proceeds.
- M. The Charter School and the School District, in whose geographical jurisdiction the Charter School is located, will enter into an agreement governing the use of the facilities ("Use Agreement"). The phrase "substantial completion of construction" shall mean that standard of construction generally recognized by California construction law. The State shall have the right to review and approve the Use Agreement if there will be any modifications to the standard provisions. The State reserves the right to communicate directly with either the Charter School or the School District regarding amendments to the Use Agreement. The Charter School shall be in full compliance with the terms of the Use Agreement.

2.3 Payment During Dispute Period

Notwithstanding any dispute between the Charter School, the State, or any vendor under any purchase agreement or any other person, the School District shall make all payments when due and shall not withhold any payments pending

final resolution of a dispute, nor shall the School District assert any right of set-off or counterclaim against its obligation to make payments, and the School District waives any and all rights now or hereafter available by statute or otherwise to modify or to avoid strict compliance with its obligations under this Agreement.

2.4 Force Majeure

The time for the Charter School, School District, or the State to perform any obligation or assert any right under this Agreement or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

2.5 No Debt or Liability/Obligation of the State

- A. This Agreement shall not be deemed to constitute a debt or liability or obligation of the State or any political subdivision thereof, or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be a special obligation payable solely by the School District.
- B. The obligation to make payments does not constitute an indebtedness of the School District within the meaning of any constitutional or statutory debt limitation or restriction and in all cases shall be made solely from legally available funds.
- C. The parties intend that the obligations of the Charter School and School District shall be covenants, agreements and obligations that are separate and independent from any obligations of the State, and shall continue unaffected unless modified or terminated in accordance with an express provision of this Agreement.

ARTICLE III – CHARTER SCHOOL’S FACILITY

3.1 Utilization of Apportionment for Facility

The School District agrees to utilize its apportionment for purposes consistent with the CSFP, and for the acquisition of real property and the installation, construction, retrofitting and improvement of said real property in order to allow a charter school educational program to be conducted. To the extent that the apportionment is insufficient in any way, the School District must pay additional amounts as necessary to complete the acquisition, installation, construction, retrofitting and improvement of the Facilities and to ensure that all elements of the Facilities, including the property and improvements, are operational. The State shall have no obligation to provide additional funding beyond the apportionment provided for in this Agreement.

3.2 Use of Facilities for Charter School

- A. The Charter School may use and occupy the Facilities during the term of the Agreement solely for the operation of a charter school, as authorized under the California Education Code and subject to the terms of the Use Agreement. The foregoing statement shall not constitute a representation or guaranty that the operation of a charter school may be conducted in the Facilities or is lawful or permissible under any certificates of occupancy issued for the Facilities, or is

otherwise permitted by law. Use of the Facilities shall in all respects comply with all applicable legal requirements.

- B. The general terms of the Charter School's use of the Facilities shall be governed by the Use Agreement between the Charter School and the School District.
- C. Prior to commencing operations in the school, the Charter School shall provide the State and the School District with a copy of a valid certificate of occupancy issued by the appropriate governmental agency for the Facilities, if applicable, or the equivalent issued by the California Division of the State Architect.
- D. In the event the Charter School no longer is using the Facilities, the usage and priority provisions of Education Code section 17078.62 shall apply. The Charter School shall reasonably cooperate and assist with any transition that may take place pursuant to the priority provisions.
- E. The State shall not have any obligation for construction work or improvements on or to the Facilities. The Charter School has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this Agreement. The Charter School is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs.
- F. The Charter School and School District, its officers, members, partners, agents, employees and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, culture, physical disability (including HIV and AIDS), mental disability, medical condition (cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. The Charter School, its officers, members, partners, agents, employees and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.).

3.3 Facility Location and Suitability

- A. The Facilities are located in the county listed in the attached Staff Summary, Exhibit "D" of this Funding Agreement, and as more particularly described in the "Project Description" section of the summary.
- B. The Facilities is physically located within the geographical jurisdiction of the School District in which the Facilities are located, which is listed in Exhibit "D", and the school attendance area generating eligibility for funding, if applicable.
- C. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.

3.4 Title to the Facilities

- A. The School District has obtained or will obtain upon release of funds from the State, good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in the title report on the terms and conditions of this Agreement.
- B. Title to the Facilities shall be vested in trust for the benefit of the California State public school system.
- C. The School District will at all times protect and defend, at its own cost and expense, the title from and against all claims, liens and legal processes of creditors, and keep all the Facilities and the title free and clear of all such claims, liens and processes except for the liens created or expressly permitted by the Security Provisions of this Agreement and the CSFP.
- D. Any sale, contract to sell, option to purchase, conveyance or other transference of the Facilities must first be approved by the State in writing.

3.5 Insurance Requirements

- A. Types of Insurance
 - 1. The Charter School and School District shall, at its sole cost and expense, obtain and maintain at all times during the construction and occupancy of the Facilities, the following types of insurance on the Facilities, naming the State and School District loss payee and additionally insured:
 - a. All Risk (special-causes-of-loss) property and fire insurance (with extended coverage endorsement including malicious mischief and vandalism and sprinkler leakage).
 - b. Commercial general liability insurance (broad form) covering claims for bodily injury, personal injury, death and property damage based on or arising out of the ownership, use, occupancy or maintenance of the Facilities and all areas appurtenant thereto.
 - c. Rental value insurance.
 - d. Worker's compensation insurance
 - e. Other types of insurance or endorsements to existing insurance as may be reasonably required from time to time by the School District or the State.
- B. The Charter School and School District shall not do anything, or permit anything to be done, in or about the Facilities that would: (i) invalidate or be in conflict with the provisions of or cause any increase in the applicable rates for any fire or other insurance policies covering the Facilities (unless it pays for such increased costs); (ii) result in a refusal by insurance companies of good standing to insure the Facilities in amounts reasonably satisfactory to the State; (iii) result in injury to any person or property by reason of the Charter School's operations being conducted in the Facilities; or (iv) result in the cancellation of or assertion of any

defense by the insurer to any claim under any policy of insurance maintained by or for the benefit of the School District.

- C. The Charter School and School District, at its own expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body that shall hereafter perform the function of such Association.
- D. All of the insurance policies required shall be issued by corporate insurers licensed or qualified to do business in the State of California and rated A:X or better by A.M. Best Company, and shall be in form acceptable to the School District and the State.
- E. All certificates of insurance shall be delivered to the School District and the State, along with evidence of payment in full of all premiums required. All such certificates shall be in form acceptable to the State and shall require the insurance company to endeavor to give to the State at least thirty (30) days' prior written notice before canceling the policy for any reason. Certificates evidencing all renewal and substitute policies of insurance shall be delivered to the State, along with evidence of the payment in full of all premiums, at least thirty (30) days before termination of the policies being renewed or substituted.
- F. The State and School District shall be entitled to assignment and payment of all claims, causes of action, awards, payments, proceeds and rights to payment arising under or derived in connection with any insurance policy required to be maintained by the Charter School and any other insurance policies payable because of loss sustained to all or part of the Facilities, together with all interest which may accrue on any of the foregoing, provided, however, if the loss sustained to the Facilities can be repaired or constructed with the proceeds of the insurance policy (plus any additional funds needed and supplied by the Charter School), then, provided the Charter School is not in default hereunder, upon request of the Charter School, the proceeds of the insurance policy and such additional funds may be used for such repair and reconstruction of the Facilities, if agreed to by the State and the School District.
- G. The State and the School District shall immediately be notified in writing if any damage occurs or any injury or loss is sustained to all or part of the Facilities, or any action or proceeding relating to any such damage, injury or loss is commenced. The State and the School District may, but shall not be obligated to, in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Facilities, and may make any compromise or settlement of the action or proceeding, provided that no compromise or settlement of any action or proceeding that materially affects the Charter School shall be entered into or agreed to without the Charter School's prior written consent, which may not unreasonably be withheld.
- H. Waiver of Subrogation

1. Notwithstanding anything to the contrary in this Agreement, the Charter School and School District releases the State and their respective agents, employees, successor, assignees and subtenants from all liability for injury to any person or damage to any property that is caused by or results from a risk (i) which is actually insured against, to the extent of receipt of payment under such policy (unless the failure to receive payment under any such policy results from a failure of the Charter School or School District to comply with or observe the terms and conditions of the insurance policy covering such liability, in which event, such release shall not be so limited), (ii) which is required to be insured against under this Agreement, or (iii) which would normally be covered by the standard form of "all risk-extended coverage" casualty insurance, without regard to the negligence or willful misconduct of the entity so released.
2. The Charter School or School District shall obtain from its insurers under all policies of fire, theft, and other property insurance maintained by it at any time during the term insuring or covering the Facilities, a waiver of all rights of subrogation which the Charter School or School District's insurers might otherwise, if at all, have against the State, and the Charter School or School District shall indemnify the State against any loss or expense, including reasonable attorneys' fees, resulting from its failure to obtain such waiver.
 - I. No approval by the State of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the State of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible and the Charter School and School District assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers.
 - J. The School District is liable for all duties and obligations with respect to its purchase and development of the Facilities, and it shall bear the risk of any loss or claim relating to the Facilities. The State shall assume no liability or risk of loss.

3.6 Consent for Assignment

- A. The State's and the School District's (in accordance with the California Education Code) written consent shall be required before the Charter School may directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of its interest in or rights with respect to the Facilities or permit all or any portion of the Facilities to be occupied by anyone other than itself or sublet all or any portion of the Facilities. Such consent shall not be unreasonably withheld. No sublease or assignment nor any consent by the State and the School District shall relieve the Charter School of any obligation to be performed under this Agreement or under the CSFP.
- B. The Charter School and School District shall not be permitted to assign any of its rights or liabilities under this Agreement without the written consent of the State. A transfer of control shall be deemed to have occurred if there shall be any of the

following: (i) a transfer of the ultimate beneficial ownership of fifty percent (50%) or more of the equity or other ownership interests in the Charter School or of any class of equity interests in the Charter School, including, without limitation, by the issuance of additional shares or other equity interests or other ownership interests in the Charter School, (ii) a transfer of the right to receive fifty percent (50%) or more of any category of distributions made by the Charter School, or (iii) a transfer of the right to direct the management, policies or operations of the Charter School, by contract or otherwise.

- C. Except as provided in Education Code Section 17078.62, in no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of the Charter School under any bankruptcy, insolvency, reorganization or other debtor relief proceedings.

ARTICLE IV – REPORTING

A. The School District shall:

1. Report to the State any material adverse change in its financial and/or operational condition that could adversely affect its ability to make its payments under this Agreement and the CSFP;
2. Report to the State if the Charter School’s charter has been revoked or has not been renewed within 30 days of notification of such action, including providing a copy of the document provided by the chartering authority notifying the Charter School of such action;
3. Provide audited financial statements within 120 days of the end of each fiscal year. School District may submit a written request for an extension from the State;
4. Notify the State when the School District incurs any borrowing of \$50,000 or more, with a duration of over one year. At its discretion, the State may conduct a financial soundness review; and
5. Comply with the State’s requirements for reporting any civil or criminal matters.
6. Provide to the California School Finance Authority quarterly reports detailing all disbursements and interest earned as it relates to the separate CSFP account referenced in section 2.2, item 10 of the Funding Agreement.

ARTICLE V – DEFAULT AND REMEDIES

5.1 Events of Default

The occurrence of any of the following shall constitute a “Default” or “Event of Default” under this Agreement:

- A. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one (1) year of receipt of the certificate of occupancy.
- B. Failure by the School District to make any payment when due, and such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;
- C. Failure by the Charter School or School District to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;
- D. Failure by the Charter School or School District to provide reasonable evidence of compliance with all legal requirements whether expressly stated under this Agreement or otherwise imposed by the State under the CSFP or other applicable law, or failure to observe or perform any other applicable covenant, condition or agreement, where such failure continues for thirty (30) calendar days after receiving written notice by the State. If thirty (30) calendar days is insufficient, and the Charter School or School District has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days;
- E. The Charter School or School District shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School or School District shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School or School District, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School or School District shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School or School District (unless, in the case of a petition filed against the Charter School or School District, the same is dismissed in sixty (60) days) or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provisions;
- F. The determination by the State that any material representation or warranty made by the Charter School or School District was untrue in any material respect when made;
- G. The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code

Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal;

- H. The Charter School shall abandon the Facilities; and/or
- I. If the performance of the payment obligations of the School District is guaranteed, the actual or anticipatory failure or inability, for any reason, of the Guarantor to honor the guarantee as required, and the School District's failure to provide written alternative assurance or security, which when coupled with the School District's then-existing resources, equals or exceeds the combined financial resources that existed at the time this Agreement is executed. The School District shall have sixty (60) calendar days following written notice by the State, to provide the written alternative assurance or security.

5.2 Remedies on Default

- A. The parties acknowledge and agree that this Agreement represents a unique situation that is not limited by the landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. Whenever any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:
 - 1. If the Event of Default is solely because the chartering authority has revoked or declined to renew the Charter School's charter, the School District shall remain liable for the performance of all of the obligations of the School District including, without limitation, the obligation to make payments to the State when due, so long as the Charter School continues to use and occupy the Facilities.
 - 2. On the termination of this Agreement for any reason, any steps the School District takes to comply with Education Code section 17078.62 shall in no way release the School District from its payment obligations that accrued prior to the last date upon which the Charter School had beneficial ownership and use of the facility ("Termination Date") or from the Charter School's obligation for any holdover. Assumption of this Agreement shall in no way release the School District from its payment obligations that accrued prior to the Termination Date or from the Charter School's obligations for any holdover.
 - 3. The State may proceed by appropriate court action to enforce specific performance by the Charter School or School District of its covenants under this Agreement and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest and late charges, and all other sums due the State. The Charter School or School District shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs.
- B. In the event of the School District's default, the State shall have the right to recover from the School District via the intercept mechanism described in Section

17199.4 of the Education Code via the intercept mechanism described in Section 17199.4 of the Education Code (i) the amount of all unpaid payments or other obligations (whether direct or indirect owed by the School District to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the School District to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the School District to the State.

- C. Notwithstanding anything to the contrary, the State may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights with respect to this Agreement or the Facilities, and the School District, as applicable, shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this Agreement or as otherwise permitted by law.
- D. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under this Agreement. All remedies herein conferred upon or reserved to the parties shall survive the termination of this Agreement.
- E. No waiver of any provision of this Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision of this Agreement must be in writing and will affect only the provision specified and only for the time and in the manner stated in the writing.
- F. The State, in its discretion, may provide the School District the opportunity to cure Default for up to a thirty (30) calendar day period. If thirty (30) calendar days is insufficient, and the School District has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

ARTICLE VI – RELEASE OF LIABILITY AND INDEMNIFICATION

6.1 No Liability

- A. To the fullest extent permitted by law, the Charter School and School District, on its behalf and on behalf of its officers, members, partners, agents, employees, and contractors, waives all claims it may have now or in the future (in law, equity, or otherwise) against the State, officials, directors, officers, attorneys, accountants, financial advisors, staff and employees arising out of, knowingly

and voluntarily assumes the risk of, and agrees that the State shall not be liable for any of the following:

1. Injury to or death of any person; or
 2. Loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential, incidental, punitive or penal or resulting damage of any kind from any cause.
- B. The State shall not be liable under this clause regardless of whether the liability results from any active or passive act, error, omission, or negligence of any party; or is based on claims in which liability without fault or strict liability is imposed or sought to be imposed.
- C. The State shall not be liable for any latent, hidden, or patent defect of the Facilities, or any part thereof, or any failure of the Facilities or any part thereof to comply with any legal requirement.

6.2 No Representations/Warranties

The Charter School and School District does not rely on, and the State does not make any express or implied representations or warranties as to any matters including, without limitation, (a) the physical condition of the Facilities, (b) the existence, quality, adequacy or availability of utilities serving the Facilities, (c) the use, habitability, merchantability, fitness or suitability of the Facilities for the intended use, (d) the likelihood of deriving business from the location or the economic feasibility of the business, (e) Hazardous Materials on, in under or around the Facilities, (f) zoning, entitlements or any laws, ordinances or regulations which may apply to the use of the Facilities, or (g) any other matter relating to the Facilities.

6.3 Release of All Claims and Demands

The Charter School and School District releases the State from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School, School District, or any of their employees or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to or in any way connected with Hazardous Materials presently in, on or under, or now or hereafter emanating from or migrating onto or under the Facilities. In connection with such release, the Charter School or School District hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

6.4 Indemnification

- A. To the fullest extent permitted by law the Charter School and School District shall at the each's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from: (a) any breach or default by the Charter School or School District in the observance or performance of any of the terms, covenants or conditions of this Agreement on the Charter School or School District's part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities by the Charter School or School District; (c) the condition of the Facilities, and any occurrence on the Facilities, from any cause whatsoever; (d) any acts~~-~~omissions or negligence of the Charter School, its employees, agents or contractors in, on or about the Facilities; and (e) any breach in the Charter School or School District's representations or warranties provided under this Agreement.
- B. The indemnification provided in this section shall apply regardless of the active or passive negligence of the State and regardless of whether liability without fault or strict liability is imposed or sought to be imposed; provided, however, that the right of indemnification shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a claim was proximately caused by gross negligence or willful misconduct.
- C. In case any action or proceeding be brought, made or initiated against any of the State relating to any matter covered by the Charter School or School District's indemnification obligations, the Charter School or School District, shall at its sole cost and expense, resist or defend such claim, action or proceeding by counsel approved by the State. Notwithstanding the foregoing, the State may retain its own counsel to defend or assist in defending any claim, action or proceeding, and the Charter School or School District shall pay the reasonable fees and disbursements of such counsel. The Charter School and School District's obligations to indemnify the State shall survive the expiration or earlier termination of this Agreement. The State is an intended third-party beneficiary of this article, and shall be entitled to enforce the provisions hereof.
- D. The Charter School and School District's obligation to indemnify the State may not be construed or interpreted as in any way restricting, limiting, or modifying the Charter School or School District's insurance or other obligations under this Agreement and is independent of the Charter School or School District's insurance and other obligations. The Charter School and School District's compliance with the insurance requirements and other obligations under this Agreement shall not in any way restrict, limit or modify the Charter School or School District's indemnification obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement on the dates set forth below adjacent to their respective signatures. The effective date of this Funding Agreement shall be the last date set forth below.

THE STATE:

STATE ALLOCATION BOARD:

Date: _____

By: _____

Name: _____

Title: _____

CALIFORNIA SCHOOL FINANCE AUTHORITY:

Date: _____

By: _____

Name: Katrina Johantgen
Title: Executive Director

THE SCHOOL DISTRICT:

[SCHOOL DISTRICT]

Date: _____

By: _____

Name: _____

Title: _____

CHARTER SCHOOL:

[CHARTER SCHOOL]

Date: _____

By: _____

Name: _____

Title: _____

Exhibit A
Schedule of Apportionments

Apportionment	Date	Amount
Preliminary		
Advance		
Final		

Exhibit B
Payment Schedule

Exhibit C
Title Documentation

**Exhibit D
Staff Summary**

**CHARTER SCHOOL FACILITIES PROGRAM
MEMORANDUM OF UNDERSTANDING**

By and Among:

**[CMO], a Charter Management Organization,
on behalf of [CHARTER SCHOOL],
a California Charter School**

And

**The State of California,
State Allocation Board and California School Finance Authority**

ARTICLE I – PURPOSE AND LIMITATION

- A. This Memorandum of Understanding (“MOU”) is made and entered into as of _____ (“Effective Date”) by and among the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the “State”); and the charter management organization identified above, on behalf of the charter school identified above, a California Charter School operating as a non-profit public benefit corporation, in accordance with Education Code Section 47604 (the charter management organization and charter school referenced above hereinafter individually and collectively referred to as “Charter School”). The provisions of this MOU shall be effective from and after the Effective Date and shall continue until all duties and obligations of the parties, as stated in this MOU, are carried out.
- B. The Charter School has applied to the State for financing of its charter school facilities project (“Facilities”) under the Charter School Facilities Program (“CSFP”) established pursuant to Article 12 of Chapter 12.5 of Part 10 of the California Education Code and the regulations for its implementation provided in Title 4, Cal. Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq. attached hereto and incorporated by reference. A copy of the Funding Agreement is attached as Exhibit “A”. A copy of the Authority’s Staff Summary is attached to the Funding Agreement as Exhibit “D” and incorporated herein by reference as a means of defining the Facilities.
- C. In accordance with the CSFP, the State is the lender of certain monetary funds to the Charter School to enable the Charter School to acquire real property and/or construct improvements thereon. This loan transaction is set forth in the Funding Agreement.

This MOU and the Funding Agreement set forth the entire agreement between the parties regarding the loan of funds and use of the real property pursuant to the CSFP. There are no understandings, agreements, representations, or warranties, express or implied, not specified herein regarding this MOU and the Funding Agreement provided, that in the event any portion of the MOU and/or the Funding Agreement is held unenforceable by a court of competent jurisdiction, the remainder of the applicable agreement shall remain in full force and effect and shall not nullify the intent of the CSFP.

- D. This MOU is being entered into in accordance with the requirements of the CSFP. To the extent the MOU is inconsistent or in conflict with the provisions of the CSFP, and the implementing regulations, the CSFP and implementing regulations shall prevail.

ARTICLE II – FINANCING OF THE CHARTER SCHOOL’S FACILITIES

2.1 Fifty Percent Local Matching Share Obligation

- A. The Charter School’s Application for preliminary apportionment for the Facilities has been approved by the State. The Charter School’s Apportionment (“Apportionment”) is contingent upon the Charter School paying its 50% Local Matching Share obligation, which will be paid to the State by way of payments pursuant to the Funding Agreement.
- B. The Charter School’s application for a preliminary, advance, or final apportionment for the Facilities has been approved by the State. The State will provide as a grant funding for fifty percent (50%) of the approved costs for the Facilities, and the Charter School will be responsible for fifty percent (50%) of the approved costs for the local matching share for the Facilities. The Final Apportionment Amount will be reduced by any amounts received by the Charter School through an Advance Apportionment(s). The amounts of the Preliminary, Advance, and Final Apportionments are set forth in Exhibit “A” of the Funding Agreement.
- C. The Charter School will receive initial funding from the State for the local matching share, less any lump sum payments made by, or on behalf of, the Charter School.

2.2 Conditions for Release of Funding

The following conditions must be satisfied before the State will release funding:

- A. The Charter School shall comply with all funding release conditions contained in the Funding Agreement to the satisfaction of the State.
- B. Each party is duly authorized to enter, deliver, and perform this MOU and the Funding Agreement, as applicable to the appropriate parties.
- C. The Charter School agrees to utilize its apportionment for purposes consistent with the CSFP, and consistent with the purposes for which it was approved. The Charter School shall comply with any and all requirements and conditions imposed upon it for the development and operation of the Facility by any applicable governmental agency.

- D. Pursuant to the provisions in Education Code Section 17199.4, the Charter School's governing board approves the use of the intercept mechanism to make CSFP payments to the State. Evidence of filing of the intercept notice pursuant to 17199.4 in a form submitted to and satisfactory to the Authority.
- E. The Charter School shall provide proof satisfactory to the State that all liens and encumbrances that may arise from the construction of the Facilities have been released and/or satisfied.
- F. The Charter School shall provide to the State for its review and acceptance a title report and a copy of each instrument listed in said title report. The title report shall be issued no more than thirty (30) calendar days prior to the date of submittal.
- G. The Charter School shall provide to the State for its review and acceptance an American Land Title Association ("ALTA") survey, which together with (3) above, shall be sufficient for the Charter School, at its sole cost and expense, to obtain an ALTA lender's policy for the benefit of the School District and the State, which has remainder interests in the property.
- H. The Charter School shall provide to the State for its review and files a copy of the original Final California Department of Education ("CDE") approval or Final CDE approval subject to waivers and/or exemptions to the use of real property as a school facility; provided, that if CDE has provided the Charter School any waivers and/or exemptions the Charter School shall obtain from CDE a valid assignment of such waivers and/or exemptions. The purpose of the assignment is to insure that the conveyance of fee title from the Charter School to the School District through the remainder interest will not result in a situation whereby the Facilities then become non-compliant because of the transfer of fee simple title to the School District due to those requirements and standards that are typically imposed upon the School District.
- I. The Charter School shall provide to the State for its review and files the original "No Further Action" or "Further Action Letter" from the California Department of Toxic Substance Control ("DTSC"); provided, that if DTSC has issued a Further Action Letter, the Charter School shall document that all requirements of the Further Action Letter have been satisfied.
- J. The Charter School shall provide to the State for its review and files the final approval issued by DTSC for the final Preliminary Environmental Assessment ("PEA") for the real property, if applicable.

2.3 Charter School Facilities

- A. The Charter School's Facilities includes the real property and all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property, and built or acquired with State funds, as described in its application for funding under CSFP.
- B. The Charter School's Facilities are located or will be located within the boundaries of the School District identified in the city and county as in Exhibit "D"

of the Funding Agreement and is physically located within the school attendance area generating eligibility for funding, if applicable.

- C. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.
- D. The Charter School represents and warrants that it, by and through its officers, employees, agents and consultants, has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this Agreement. The Charter School is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs. The Charter School is solely responsible for identifying the real property, evaluating the condition of the title and suitability of the land for the Charter School's intended purpose, and negotiating and closing the acquisition of the real property. In addition, the Charter School is solely responsible for the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the real property

The State and/or the School District shall not have any obligation for construction work or improvements on or to the Facilities. The Charter School has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this MOU. The Charter School is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs. The Charter School is solely responsible for identifying the real property, evaluating the condition of the title and suitability of the land for the Charter School's intended purpose, and negotiating and closing the acquisition of the real property. In addition, the Charter School is solely responsible for the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the real property.

2.4 Payment

- A. The Charter School shall make payments to the State, as provided in the Funding Agreement in satisfaction of the requirements of the CSFP.
- B. This MOU and the Funding Agreement shall not be deemed to constitute a debt or liability or obligation of the State, the School District, or any political subdivision thereof, or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be a special obligation payable solely from the payments made by the Charter School. The obligation to make payments does not constitute an indebtedness of the Charter School or the School District, within the meaning of any constitutional or statutory debt limitation or restriction and in all cases shall be made solely from legally available funds.
- C. Pursuant to the provisions in Education Code Section 17199.4, the Charter School's governing board approves the use of the intercept mechanism to make CSFP payments to the State.

ARTICLE III – SECURITY PROVISIONS

- A. The Charter School will obtain good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature whatsoever other than those included in any other provisions of this Agreement upon satisfaction of all of the following conditions :
1. If the funding shall be used to acquire real property, the Charter School, at its sole cost and expense, shall structure the closing of the escrow for the acquisition of the real property for a conveyance of title from the seller to the Charter School, and simultaneously in the same closing of escrow, provide that a lien on behalf of the State Allocation Board, a restrictive covenant and remainder interest on behalf of School District identified in the city and county as in Exhibit “D” of the Funding Agreement and subsequently the State Allocation Board as more particularly described in this MOU. If the Charter School fails to meet this requirement, the Charter School will be in default of this MOU.
 2. The Charter School shall provide proof satisfactory to the State that all liens and encumbrances that may arise from the construction of the Facilities have been released and/or satisfied.
 3. The Charter School shall submit to the State for its review and acceptance a title report and a copy of each instrument listed in said title report. The title report shall be issued no more than thirty (30) calendar days prior to the date of submittal.
 4. The Charter School shall provide to the State for its review and acceptance an American Land Title Association (ALTA) survey, which together with (3) above, shall be sufficient for the Charter School, at its sole cost and expense, to provide the School District with a ALTA owner’s policy for the benefit of the School District and the State, which have remainder interests in the property.
 5. The Charter School shall provide to the State for its review and files the original Final California Department of Education (“CDE”) approval or Final CDE approval subject to waivers and/or exemptions to the use of real property as a school facility; provided, that if CDE has provided the Charter School any waivers and/or exemptions the Charter School shall obtain from CDE a valid assignment of such waivers and/or exemptions. The purpose of the assignment is to insure that the conveyance of fee title from the Charter School to the School District through the remainder interest will not result in a situation whereby the Facilities then become non-compliant because of the transfer of fee simple title to the School District due to those requirements and standards that are typically imposed upon the School District.
 6. The Charter School shall provide to the State for its review and files the original “No Further Action” or “Further Action Letter” from the California

Department of Toxic Substance Control (“DTSC”); provided, that if DTSC has issued a Further Action Letter, the Charter School shall document that all requirements of the Further Action Letter have been satisfied.

7. The Charter School shall provide to the State for its review and files the final approval issued by DTSC for the final Preliminary Environmental Assessment (“PEA”) for the real property, if applicable.
 8. The Charter School shall provide to the State for its review and files the final approval of any applicable Federal, State, City or County agency necessary for the acquisition and construction of the Facilities, and the operation of the Facilities for an educational program conducted by the Charter School. As an example, and not as means of limitation, a charter school may require approval from the California Coastal Commission if a Facilities will be located within its jurisdiction.
- B. Any person or entity providing a substantial contribution that is applied to the costs of the Facilities in excess of the state share and the local matching share may be granted a security interest, as approved and memorialized in a written instrument executed by the State, to be satisfied from the proceeds, if any, realized when the property is ultimately disposed of. If the contribution was made for the explicit purpose of purchasing any asset with a normal life expectancy of less than twenty years, the security interest will be adjusted to reflect the depreciation of the assets. Contributions used solely to assist the applicant in meeting its local matching share shall not be entitled to a security interest. Where a contribution results in total Facilities funding beyond the state and local matching shares, the contributor’s security interest shall be limited to the amount in excess of the state share and local matching share.
- C. If a default occurs and all payments and penalties have not been made, the security interest of any person or entity providing a substantial contribution to the costs of the Facilities shall be satisfied only after the account is reimbursed for any remaining unpaid local matching share and the State has been reimbursed for any costs and expenses incurred, if any, as the result of such default.

ARTICLE IV – DEFAULT AND REMEDIES

4.1 Events of Default

The occurrence of any of the following shall constitute a “Default” or “Event of Default” under this Agreement:

- A. Failure to comply with Article 3 of this MOU
- B. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one (1) year of receiving the certificate of occupancy issued by the Division of the State Architect.
- C. Failure by the Charter School to make any payment when due, and such failure continues for a period of thirty (30) calendar days after receiving written notice by the State.

- D. Failure by the Charter School to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required by the Funding Agreement, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State.
- E. Failure by the Charter School to provide reasonable evidence of compliance with all requirements whether expressly stated in this MOU, the Funding Agreement, or otherwise imposed by the State under the CSFP or other applicable law, or failure to observe or perform any other applicable covenant, condition or agreement, where such failure continues for thirty (30) calendar days after receiving written notice of the failure. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.
- F. The Charter School shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School (unless, in the case of a petition filed against the Charter School, the same is dismissed in sixty (60) days) or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Charter School's Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provision;
- G. A determination by the State that any representation or warranty made by the Charter School was untrue in any material respect when made;
- H. The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the Facilities after a revocation or non-renewal;
- I. The Charter School shall abandon the Facilities; and/or
- J. If the performance of the payment obligations of the Charter School is guaranteed, the actual or anticipatory failure or inability, for any reason, of the guarantor to honor the guarantee as required, and the Charter School's failure to provide written alternative assurance or security, which when coupled with the Charter School's then-existing resources, equals or exceeds the combined

financial resources that existed at the time this MOU and the Funding Agreement are executed. The Charter School shall have sixty (60) calendar days following written notice by the State, to provide the written alternative assurance or security.

4.2 Remedies on Default

The parties acknowledge and agree that this MOU and the Funding Agreement represent a unique situation that is not limited by the standard landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. The parties agree that if any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:

- A. If an Event of Default occurs and the Charter School continues to occupy and/or possess the Facilities, the Charter School shall remain liable for the performance of all of the obligations of the Charter School under and subject to the Funding Agreement, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- B. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, in accordance with Section 17078.62(b)(1) of the Education Code, the Charter School shall:
 1. have that time period specified in Section 17078.62 of the Education Code, as may be amended, to complete the review process contemplated in Section 47607 or 47607.5 of the Education Code, as may be amended; and
 2. so long as the Charter School continues to use and occupy the Facilities, remain liable for the performance of all of the obligations of the Charter School under this MOU, the Funding Agreement, and the Use Agreement, if applicable, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- C. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, the Charter School shall not be liable under the Funding Agreement or this MOU on the effective date of the last to occur of all of the following:
 1. the Charter School completes the review process provided in Section 47607 or 47607.5 of the Education Code, as may be amended, and the Charter School fails to obtain a renewal of its charter, or the Charter School relinquishes all rights to pursue or complete the review process provided in Section 47607 or 47607.5 of the Education Code, as may be amended, and the Charter School notifies the State and the School District of its election; and
 2. the Charter School vacates the Facilities and relinquishes to the State or the School District all right, title, and interest in the occupancy and use of the Facilities.

- D. Upon the occurrence of Subsection C of this Section 4.2, the Facilities may be used in its “as is” and “where is” condition by another charter school:
1. that the State deems as qualified,
 2. whose charter petition is approved and is in good standing with the School District or charter authorizer; and
 3. that has agreed to a Funding Agreement with the State and a Use Agreement with the School District, if applicable.
- E. In the event a successor charter school cannot be identified as provided in Subsection D of this Section 4.2, the School District may:
1. in accordance with the remainder interest held by the School District and in accordance with Section 17078.62(b)(3) of the Education Code, take possession of and use the Facilities as a public school facility; provided, that the School District shall be required to make payment to the State in accordance with Section 17078.62(b)(4) or the payments shall be reduced or eliminated if the School District satisfies the conditions set forth in Section 17078.62(b)(4)(A) and (B). In the event the payments do not qualify for reduction or elimination in accordance with Section 17078.62(b)(4)(A) and (B), the State and the School District shall enter into an agreement for the School District’s assumption of the payment obligation under the Funding Agreement. Assumption of the payment obligation shall in no way release the Charter School from its payment obligations that accrued prior to the termination of the Funding Agreement or from the Charter School’s obligations for any holdover; or
 2. In accordance with Section 17078.62(b)(5) of the Education Code, if the School District declines to take possession of the Facilities or if the Facilities are no longer needed for public school purposes, the School District shall dispose of the Facilities in accordance with requirements for the disposal of surplus public school sites. The monetary proceeds from the disposal of the Facilities shall be applied in the following priority: (i) repay any unpaid local matching share in favor of the State; (ii) repay any security interest granted pursuant to Section 17078.57(a)(3)(B); and (iii) to the School District to be used for capital improvements in the School District.
 3. disclaims its remainder interest in the Facilities, the State shall succeed to title owner pursuant to its remainder interest.
- F. The State may proceed by appropriate court action to enforce specific performance by the Charter School of its covenants under the Funding Agreement and this MOU and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest, penalties and late charges, and all other sums due the State. The Charter School shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys’ fees and costs.

- G. In the event of the Charter School's default and the recovery of the Facilities by the School District, the State shall have the right to recover from the Charter School via the intercept mechanism described in Section 17199.4 of the Education Code (i) the amount of all outstanding payments or other obligations (whether directly or indirectly owed by the Charter School to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the Charter School to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the Charter School to the State.
- H. Notwithstanding anything to the contrary, the State and the Charter School may take whatever action at law or in equity that may appear necessary or desirable to enforce its respective rights with respect to this MOU or the Funding Agreement, and the party or parties prevailing in the action shall have all of their respective costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this MOU and the Funding Agreement, or as otherwise permitted by law, paid by the parties against whom the action was brought.
- I. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this MOU and the Funding Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under the Agreements. All remedies herein conferred upon or reserved to the parties shall survive the termination of this MOU or the Funding Agreement.
- J. The State, in its discretion, may provide the Charter School the opportunity to cure Default for up to a thirty (30) calendar day period. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

ARTICLE V – MISCELLANEOUS

5.1. Release of Liability

The State is hereby released from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School or any of the Charter School's employees or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to the Facilities, including those in any way connected with any materials or substances defined as hazardous under any applicable statute, ordinance, rule or regulation, presently in, on or under, or now or hereafter emanating from or migrating onto or under the Facilities. In connection with

this release, the Charter School hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

5.2 Non-waiver

No waiver of any provision of this MOU or the Funding Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision contained in this MOU or the Funding Agreement must be in writing and executed by the applicable parties and will affect only the provision specified and only for the time and in the manner stated in the writing.

5.3 Indemnity

- A. Memorandum of Understanding. To the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the School District and the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from: (a) any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of this MOU on the Charter School's part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities by the Charter School; (c) the condition of the Facilities, and any occurrence on the Facilities, from any cause whatsoever, and (d) any acts omissions or negligence of the Charter School or the Charter School's employees, agents or contractors in, on or about the Facilities.
- B. The Charter School will at all times protect and defend, at its own cost and expense, the title to the Facilities from and against all claims, liens and legal processes of creditors and keep all the Facilities and the title free and clear of all such claims, liens, and processes except for the liens created or expressly permitted under the Agreements and the CSFP.

5.4 Notice

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the State:
California School Finance Authority
300 S. Spring, Suite 8500
Los Angeles, CA 90013
Attention: Katrina Johantgen

If to the Charter School:
CMO]
[CMO ADDRESS]
Attention: [MAIN CONTACT]

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

5.5 Applicable Law

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

5.6 Amendments

- A. The terms of this MOU may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of all of the parties, or except as otherwise permitted by law.
- B. The terms of this MOU may be amended, or new agreements executed, as necessary, upon the application of the Charter School and the approval by the State of an advance or final apportionment.

5.7 Force Majeure

The time for the State or the Charter School to perform any obligation or assert any right under this MOU or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

5.8 Severability

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

THE STATE:

STATE ALLOCATION BOARD:

By: _____

Name: _____

Title: _____

CALIFORNIA SCHOOL FINANCE AUTHORITY:

By: _____

Name: _____

Title: _____

THE CHARTER SCHOOL:

By: _____

Name: _____

Title: _____

Exhibit A

Funding Agreement
(attached)

**CHARTER SCHOOL FACILITIES PROGRAM
MEMORANDUM OF UNDERSTANDING**

By and Among:

**[CHARTER SCHOOL],
a California Charter School**

and

**[SCHOOL DISTRICT],
a California Public School District;**

and

**The State of California,
State Allocation Board and California School Finance Authority**

ARTICLE I – PURPOSE AND LIMITATION

- A. This Memorandum of Understanding (“MOU”) is made and entered into as of _____, 2015 (“Effective Date”) by and among the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the “State”); and the charter school identified above, a California Charter School, in accordance with Education Code Section 47604 (“Charter School”) and the California Public School District identified above (“School District”). The provisions of this MOU shall be effective from and after the Effective Date until all duties and obligations of the parties are carried out.
- B. The School District has applied to the State for financing of its charter school facilities project (“Facilities”) under the Charter School Facilities Program (“CSFP”) established pursuant to Article 12 of Chapter 12.5 of Part 10 of the Education Code and the regulations for its implementation provided in California Code of Regulations, Title 4, Section 10151 et seq., and California Code of Regulations, Title 2, Section 1859.160 et seq., attached hereto and incorporated by reference. A copy of the Authority’s Staff Summary is attached as Exhibit “A” and incorporated herein by reference as a means of defining the Facilities.
- C. This MOU and the Facilities Use Agreement (collectively, the “Agreements”) set forth the entire agreements between the parties regarding the use of the real property pursuant to the CSFP. There are no understandings, agreements,

representations, or warranties, express or implied, not specified herein regarding this MOU and the Facilities Use Agreement; provided, that in the event any portion of this MOU and/or the Facilities Use Agreement is held unenforceable by a court of competent jurisdiction, the remainder of the applicable agreement shall remain in full force and effect and shall not nullify the intent of the CSFP. A copy of the Facilities Use Agreement, attached hereto as Exhibit "B", is attached hereto and incorporated into this MOU solely for the purpose of setting forth the separate instruments for this transaction and not for the purpose of making the State a party to the Facilities Use Agreement.

D. This MOU is being entered into in accordance with the requirements of the CSFP. To the extent this MOU is inconsistent or in conflict with the provisions of the CSFP and the implementing regulations, the CSFP and implementing regulations the CSFP shall prevail.

E. Notwithstanding any provision contained herein, the duties and obligations of the State and the School District shall be limited to the following :

1. The State. The State shall be responsible to administer the CSFP and determine eligibility of and compliance by the Charter School to the requirements of the CSFP.

2. The School District. The School District shall:

a. Accept title to the Facilities, as defined below, as trustee for the State of California public school system; and

b. In the event the Charter School, or any subsequent charter school, ceases to use the Facility or an Event of Default occurs, the School District shall observe the requirements of Section 17078.62 of the California Education Code as set forth in Section 4.2 below.

Other than the duties set forth in this Article I, E(2), no duties or responsibilities shall be imposed upon the School District as the result of it holding title to the Facility in trust for the California public school system except for that which is expressly contained in this MOU.

3. Securing Approvals, Permits and Other Entitlements. Notwithstanding State supplied bond funds, the State shall have no duty or obligation to secure, or expend funds or incur costs to secure, any approvals, permits and other entitlements for the Facilities and operation of the Charter School. This limitation on duty and obligation shall apply to any repair, maintenance, modification, renovation, addition, expansion, re-construction or re-habilitation occurring after the completion of initial construction of the Facilities ("Future Work").

4. Construction. The State shall have no duty or obligation to construct all or any portion of the Facilities or any Future Work. In the event of abandonment or any failure to complete the construction of the Facilities or any Future Work for any reason, the School District, as trustee for the

state public school system, will secure the site while it observes the requirements of Section 4.2 below.

5. Additional Funds. Other than the grant and the loan approved and provided under the CSFP, the State shall not be obligated to provide additional funds or financing for the planning, design, construction (including change orders and completion of construction), operation or maintenance of the Facilities.
6. Cooperation. In the event School District fails to complete construction or rehabilitation of the Facilities for any reason or fails to operate a school at the Facilities for any reason, the School District agrees that as the owner in trust of the Facilities for the state public school system, the School District shall cooperate with the State in its efforts to complete the construction of the Facilities or its effort to have a charter school operate from the Facilities; provided, that nothing in this MOU and the Facilities Use Agreement shall require the School District to incur any costs or liabilities, or increase the School District's duties, obligations or exposure to liability, unless agreed to in writing by the School District.

ARTICLE II – FINANCING OF THE CHARTER SCHOOL'S PROJECT

2.1 Fifty Percent Local Matching Share Obligation

- A. The Application for preliminary apportionment for the Facilities has been approved by the State. The Apportionment ("Apportionment") is contingent upon the School District paying its 50% Local Matching Share obligation, which will be paid to the State by way of a lump sum payment.
- B. The Application for Final Apportionment for the Facilities has been approved by the State. The State will provide as a grant funding for fifty percent (50%) of the approved costs for the Facilities and the School District will be responsible for fifty percent (50%) of the approved costs for the Local Matching Share for the Facilities. The Final Apportionment Amount will be reduced by any amounts received by the School District through an Advance Apportionment(s).

2.2 Conditions for Release of Funding

The following conditions must be satisfied before the State will release funding:

- A. The School District agrees to utilize its Apportionment for purposes consistent with the CSFP, and consistent with the purposes for which it was approved. The Charter School and School District shall comply with any and all requirements and conditions imposed upon it for the development and operation of the Facilities by any applicable governmental agency.
- B. Each party is duly authorized to enter, deliver, and perform this MOU and the Facilities Use Agreement, as applicable to the appropriate parties.
- C. If independently operated, The Charter School has provided documentation of its status as a 501(c)(3) non-profit entity to the State. Such documentation shall

include an opinion from its counsel that the Charter School is qualified as a non-profit pursuant to section 501(c)(3) of the Internal Revenue Code, as well as a copy of the determination letter from the Internal Revenue Service.

2.3 Charter School Facilities

- A. The Facilities includes the real property and all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property as described in its application for funding under CSFP.
- B. The Facilities are located or will be located within the boundaries of the School District identified above in the city and county as in Exhibit "A".
- C. The Facilities are physically located within the geographical jurisdiction of the School District and the school attendance area generating eligibility for funding, if applicable.
- D. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.
- E. The Charter School and School District represents and warrants that it, by and through its officers, employees, agents and consultants, has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this MOU. The Charter School and School District is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs. The Charter School or School District are responsible for identifying the real property, evaluating the condition of the title and suitability of the land for the Charter School's intended purpose, and negotiating and closing the acquisition of the real property. In addition, the School District is solely responsible for the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the real property

The State shall not have any obligation for construction work or improvements on or to the Facilities, to insure completion of construction, or provide additional funding in the event the Charter School determines it has insufficient funds to complete construction or operate the charter school.

ARTICLE III – SECURITY PROVISIONS

- A. If title to the real property is already held by the Charter School:
 - 1. the Charter School, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the School District and the State, which shall convey title to the real property from the Charter School to the School District as trustee on behalf of the state public school system. The Charter School will convey to and the School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any

nature what so ever other than those included in any other provisions of this MOU. Prior to release of final apportionment, the Charter School must provide evidence to the State that title to the real property has been transferred to the School District. If Charter School fails to meet this requirement, Charter School will be in default of this MOU.

2. The Charter School shall provide proof satisfactory to the State and the School District that all liens and encumbrances that may arise from the construction of the Facilities have been released and/or satisfied.
 3. The Charter School shall submit to the State and the School District for its review and acceptance a title report and a copy of each instrument listed in said title report. The title report shall be issued no more than thirty (30) calendar days prior to the date of submittal.
 4. The Charter School shall provide to the State and the School District for its review and acceptance an American Land Title Association ("ALTA") survey which together with (3) above, shall be sufficient for the Charter School,, at its sole cost and expense, shall provide the School District with a ALTA owner's policy for the benefit of the School District and the State.
- B. If title to the real property is not held by the Charter School, the School District, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the State, which shall convey title to the real property in trust on behalf of the state public school system. The School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in any other provisions of this MOU.
- C. The School District shall provide to the State for its review and files the original Final California Department of Education ("CDE") approval subject to waivers and/or exemptions to the use of real property as a school facility; provided, that if CDE has provided the Charter School any waivers and/or exemptions the Charter School shall obtain from CDE and provide to the School District a valid assignment of such waivers and/or exemptions. The purpose of the assignment is to ensure that the conveyance of fee title from the Charter School to the School District will not result in a situation whereby the Facilities then become non-compliant because of the transfer of fee simple title to the School District due to those requirements and standards that are typically imposed upon the School District.
- D. The School District shall provide to the State for its files the original "No Further Action" or "Further Action Letter" from the California Department of Toxic Substance Control ("DTSC"); provided, that if DTSC has issued a Further Action Letter, the Charter School shall provide to the School District proof satisfactory to the School District that all requirements of the Further Action Letter have been satisfied. Simultaneously with the delivery of the foregoing, the Charter School shall deliver to the State a copy of the documents delivered to the School District.

- E. The School District shall provide to the State for its review and files the final approval issued by DTSC for the final Preliminary Environmental Assessment (“PEA”) for the real property, if applicable.
- F. The School District shall provide to the State for its files the final approval of any applicable Federal, State, City or County agency necessary for the acquisition and construction of the Facilities, and the operation of the Facilities for an educational program conducted by the Charter School. As an example, and not as means of limitation, a charter school may require approval from the California Coastal Commission if a project will be located within its jurisdiction.
- G. Simultaneously with the delivery of the documents and instruments required in this Article III.A, the Charter School shall deliver to the State a copy of the same documents and instruments delivered to the School District.
- H. Title to the Facilities shall be conveyed to the School District by a grant deed or bill of sale, if applicable, agreed to and accepted by the School District. Title to the Facilities shall be held solely by the School District in whose boundaries the Facilities are to be located, in trust, for the benefit of the state public school system.
- I. Any person or entity providing a substantial contribution that is applied to the costs of the project in excess of the state share and the local matching share may be granted a security interest, as approved and memorialized in a written instrument executed by the State, to be satisfied from the proceeds, if any, realized when the property is ultimately disposed of. If the contribution was made for the explicit purpose of purchasing any asset with a normal life expectancy of less than twenty years, the security interest will be adjusted to reflect the depreciation of the assets. Contributions used solely to assist the applicant in meeting its local matching share shall not be entitled to a security interest. Where a contribution results in total project funding beyond the state and local matching shares, the contributor’s security interest shall be limited to the amount in excess of the state share and local matching share.
- J. If a default occurs and all payments have not been made, the security interest of any person or entity providing a substantial contribution to the costs of the project shall be satisfied only after the account is reimbursed for any remaining unpaid local matching share and the School District has been reimbursed for any costs and expenses incurred, if any, as the result of such default.
- K. Simultaneously with the execution of the Grant Deed, the Charter School and the School District shall enter into a Facilities Use Agreement, Exhibit “B”. This Facility Use Agreement shall contain as standardized provisions the following, which must be addressed to the satisfaction of the State:
 - 1. The acquisition and maintenance of all required licenses or permits. Any costs associated with licenses or permits shall not become an obligation of the State.
 - 2. The payment of all fees, and public charges of whatever nature assessed against the Facilities, including the payment of all taxes, and costs

associated with telephone, water, sewer, gas, heat, electricity, garbage disposal, trash disposal, and all other services and utilities. Such fees and charges shall not become an obligation of the State.

3. Prohibited uses of the Facilities, and provisions for the maintenance and repair of the Facilities. The State shall not under any circumstance be required to make any improvements or install any equipment on the Facilities, make any repairs, alterations or replacements of any nature to the Facilities, make any expenditures whatsoever in connection with this MOU or maintain the Facilities in any manner. The State shall not be required to maintain, repair or rebuild all or any part of the Facilities, and the Charter School or School District waive the provisions of Civil Code Sections 1941 and 1942 and any other law that would require the maintenance of the Facilities in a leasable condition or would provide the School District with the right to make repairs and deduct the cost of those repairs from its payments.
4. The handling of hazardous materials.
5. Insurance requirements, in addition to those specified in this MOU, for all risk (special-causes-of-loss) property and fire insurance; commercial general liability insurance; rental value insurance; worker's compensation insurance; flood and earthquake insurance as necessary; and such other types of insurance or endorsements to existing insurance as may be required by the School District.

ARTICLE IV – DEFAULT AND REMEDIES

4.1 Events of Default

The occurrence of any of the following shall constitute a "Default" or "Event of Default:

- A. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one (1) year of receiving the certificate of occupancy issued by the Division of the State Architect.
- B. Failure by the Charter School or School District to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required by the Facilities Use Agreement, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State.
- C. Failure by the Charter School or School District to provide reasonable evidence of compliance with all requirements whether expressly stated in this MOU or the Facilities Use Agreement or otherwise imposed by the State under the CSFP or other applicable law, or failure to observe or perform any other applicable covenant, condition or agreement, where such failure continues for thirty (30) calendar days after receiving written notice of the failure. If thirty (30) calendar days is insufficient, and the Charter School or School District has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

- D. The Charter School or School District shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School or School District shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School or School District, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School or School District shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School or School District (unless, in the case of a petition filed against the Charter School or School District, the same is dismissed in sixty (60) days) or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provisions;
- E. A determination by the State that any representation or warranty made by the Charter School or School District was untrue in any material respect when made;
- F. The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal;
- G. The Charter School abandons the Facilities or is in breach of the Facilities Use Agreement; and/or,
- H. If an Event of Default occurs and the Charter School continues to occupy and/or possess the Facilities, the Charter School shall remain liable for the performance of all of the obligations of the Charter School under and subject to the Facilities Use Agreement.
- I. Failure by the School District to acquire title of the Facilities as required prior to release of certain funds under Education Code Section 17078.63 or within 30 days of receipt of CSFP funds for site acquisition or final apportionment.

4.2 Remedies on Default

The parties acknowledge and agree that this MOU and the Facilities Use Agreement represent a unique situation that is not limited by the standard landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. The parties agree that if any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:

- A. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, in accordance with Section 17078.62(b)(1) of the Education Code, the Charter School shall:
 - 1. have that time period specified in Section 17078.62 of the Education Code to complete the review process contemplated in Section 47607 or 47607.5 of the Education Code; and
 - 2. so long as the Charter School continues to use and occupy the Facilities, remain liable for the performance of all of the obligations of the Charter School under this MOU, the Funding Agreement, and the Use Agreement, if applicable.

- B. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, the Charter School shall not be liable under the Facilities Use Agreement on the effective date of the last to occur of all of the following:
 - 1. the Charter School completes the review process provided in Section 47607 or 47607.5 of the Education Code and the Charter School fails to obtain a renewal of its charter, or the Charter School relinquishes all rights to pursue or complete the review process provided in Section 47607 or 47607.5 of the Education Code and the Charter School notifies the State and the School District of its election; and
 - 2. the Charter School vacates the Facilities and relinquishes to the School District all right, title and interest in the occupancy and use of the Facilities.

- C. Upon the occurrence of Subsection B of this Section 4.2, the School District shall permit the Facilities to be used in its "as is" and "where is" condition by another charter school:
 - 1. that the State deems as qualified,
 - 2. whose charter petition is approved and is in good standing with the School District; and
 - 3. that has agreed to a Facilities Use Agreement with the School District.

- D. In the event a successor charter school cannot be identified as provided in Subsection D of this Section 4.2, the School District may:
 - 1. in accordance with Section 17078.62(b)(3) of the Education Code, take possession of and use the Facilities as a public school facility.; or
 - 2. In accordance with Section 17078.62(b)(5) of the Education Code, if the School District declines to take possession of the Facilities or if the Facilities are no longer needed for public school purposes, the School District shall dispose of the Facilities in accordance with requirements for the disposal of surplus public school sites. The monetary proceeds from the disposal of the Facilities shall be applied in the following priority: (i) repay any unpaid local matching share in favor of the State; (ii) repay any

security interest granted pursuant to Section 17078.57(a)(3)(B); and (iii) to the School District to be used for capital improvements in the School District.

- E. The State may proceed by appropriate court action to enforce specific performance by the Charter School or School District of its covenants under this MOU and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest and late charges, and all other sums due the State. The Charter School or School District shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs. The School District may proceed by appropriate court action to enforce this MOU and the Facilities Use Agreement against the Charter School.
- F. In the event of a default and the recovery of the Facilities by the State, the State shall have the right to recover from the School District via the intercept mechanism described in Section 17199.4 of the Education Code (i) the amount of all outstanding payments or other obligations (whether directly or indirectly owed by the School District to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the School District to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the School District to the State.
- G. Notwithstanding anything to the contrary, the State, the Charter School and the School District may take whatever action at law or in equity that may appear necessary or desirable to enforce its respective rights with respect to this MOU or the Facilities Use Agreement, and the party or parties prevailing in the action shall have all of their respective costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this MOU and/or the Facilities Use Agreement or as otherwise permitted by law, paid by the parties against whom the action was brought.
- H. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this MOU and the Facilities Use Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under the MOU. All remedies herein conferred upon or reserved to the parties shall survive the termination of this MOU and/or the Facilities Use Agreement.
- I. The State, in its discretion, may provide the Charter School the opportunity to cure Default for up to a thirty (30) calendar day period. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State,

in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

ARTICLE V – MISCELLANEOUS

5.1 Release of Liability

The State are hereby released from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School, School District, or any of the employees or agents each may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to the Facilities, including those in any way connected with any materials or substances defined as hazardous under any applicable statute, ordinance, rule or regulation, presently in, on or under, or now or hereafter emanating from or migrating onto or under the Facilities. In connection with this release, the Charter School or School District hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

5.2 Non-waiver

No waiver of any provision of this MOU and/or the Facilities Use Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision contained in this MOU and/or the Facilities Use Agreement, if applicable, must be in writing and executed by the applicable parties and will affect only the provision specified and only for the time and in the manner stated in the writing.

5.3 Indemnity

- A. Memorandum of Understanding. To the fullest extent permitted by law the Charter School and School District shall at the each's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from: (a) any breach or default by the Charter School or School District in the observance or performance of any of the terms, covenants or conditions of this MOU on the Charter School's or School District's part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities by the Charter School; (c) the condition of the Facilities, and any occurrence on the Facilities, from any cause whatsoever, and (d) any acts omissions or negligence of the Charter School, the School District or either's employees, agents or contractors in, on or about the Facilities.

- B. Facilities Use Agreement. The State is not a party to the Facilities Use Agreement and, as a result, to the fullest extent permitted by law the Charter School and School District shall at the each's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all Claims incurred in connection with or arising from any breach or default by the Charter School or School District in the observance or performance of any of the terms, covenants or conditions of the Facilities Use Agreement to be observed or performed.
- C. The Charter School and School District will at all times protect and defend, at its own cost and expense, the title to the Facilities from and against all claims, liens and legal processes of creditors and keep all the Facilities and the title free and clear of all such claims, liens, and processes except for the liens created or expressly permitted under the Agreements and the CSFP.

5.4 Notice

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the State:

**California School Finance Authority
300 S. Spring, Suite 8500
Los Angeles, CA 90013
Attention: Katrina Johantgen**

If to the Charter School:

**[CHARTER SCHOOL]
[SCHOOL ADDRESS]
Attention: [MAIN CONTACT]**

If to the School District:

**[SCHOOL DISTRICT]
[DISTRICT ADDRESS]
Attention: [MAIN CONTACT]**

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

5.5 Applicable Law

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

5.6 Amendments

- A. The terms of this MOU may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of all of the parties, or except as otherwise permitted by law.
- B. The terms of this MOU may be amended, or new agreements executed, as necessary, upon the application of the Charter School and School District and the approval by the State of a final apportionment.

5.7 Force Majeure

The time for the State, the Charter School or the School District to perform any obligation or assert any right under this MOU or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

5.8 Severability

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

THE STATE:

STATE ALLOCATION BOARD:

By: _____

Name: _____

Title: _____

CALIFORNIA SCHOOL FINANCE AUTHORITY:

By: _____

Name: _____

Title: _____

THE SCHOOL DISTRICT:

By: _____

Name: _____

Title: _____

THE CHARTER SCHOOL:

By: _____

Name: _____

Title: _____

Exhibit A

Staff Summary

(attached)

Exhibit B

Facilities Use Agreement
(attached)

**CHARTER SCHOOL FACILITIES PROGRAM
MEMORANDUM OF UNDERSTANDING**

By and Among:

**CHARTER SCHOOL],
a California Charter School**

and

**[SCHOOL DISTRICT],
a California Public School District;**

and

**The State of California,
State Allocation Board and California School Finance Authority**

ARTICLE I – PURPOSE AND LIMITATION

- A. This Memorandum of Understanding (“MOU”) is made and entered into as of _____, (“Effective Date”) by and among the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the “State”); the charter school identified above, a California Charter School operating as a non-profit public benefit corporation, in accordance with Education Code Section 47604 (“Charter School”); and the California Public School District identified above (“School District”). The provisions of this MOU shall be effective from and after the Effective Date and shall continue until all duties and obligations of the parties, as stated in this MOU, are carried out.
- B. The Charter School has applied to the State for financing of its charter school facilities project (“Facilities”) under the Charter School Facilities Program (“CSFP”) established pursuant to Article 12 of Chapter 12.5 of Part 10 of the California Education Code and the regulations for its implementation provided in Title 4, Cal. Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq., attached hereto and incorporated by reference. A copy of the Funding Agreement is attached as Exhibit “A”. A copy of the Authority’s Staff Summary is attached to the Funding Agreement as Exhibit “D” and incorporated herein by reference as a means of defining the Facilities.
- C. This MOU is intended to tie together two (2) separate legal agreements: (i) a Funding Agreement by and between the State and the Charter School; and (ii) a

Facilities Use Agreement by and between the School District and the Charter School. In accordance with the CSFP, the State is the lender of certain monetary funds to the Charter School to enable the Charter School to acquire real property and/or construct improvements thereon. This loan transaction is set forth in the Funding Agreement of which the School District is not a party to because it is not a lender and does not have obligations under said Funding Agreement. In accordance with Section 17078.57(a)(3)(A) of the California Education Code, the School District must hold title to the Facilities, acquired with the funds loaned by the State under the CSFP, in trust for the benefit of the state public school system. Pursuant to the CSFP, the School District as the holder in trust of the Facilities must provide the use of the Facilities to the Charter School for a charter school educational program and, hence, is the basis for the Facilities Use Agreement between the School District and the Charter School.

A copy of the Funding Agreement, attached hereto as Exhibit "A", and the School District's Facilities Use Agreement, attached hereto as Exhibit "B", are incorporated into this MOU solely for the purpose of setting forth the separate instruments for this transaction and not for the purpose of making the State a party to the Facilities Use Agreement and the School District a party to the Funding Agreement. This MOU, the Funding Agreement and the Facilities Use Agreement (collectively, the "Agreements") set forth the entire agreements between the parties regarding the loan of funds and use of the real property pursuant to the CSFP. There are no understandings, agreements, representations, or warranties, express or implied, not specified herein regarding this MOU, the Funding Agreement and the Facilities Use Agreement; provided, that in the event any portion of this MOU, the Funding Agreement and/or the Facilities Use Agreement is held unenforceable by a court of competent jurisdiction, the remainder of the applicable agreement shall remain in full force and effect and shall not nullify the intent of the CSFP

- D. This MOU is being entered into in accordance with the requirements of the CSFP. To the extent this MOU is inconsistent or in conflict with the provisions of the CSFP and the implementing regulations, the CSFP and implementing regulations shall prevail.
- E. Notwithstanding any provision contained herein, the duties and obligations of the State and the School District shall be limited to the following:
 - 1. The State. The State shall be responsible to administer the CSFP and determine eligibility of and compliance by the Charter School to the requirements of the CSFP. The School District shall have no duty or obligation to administer, monitor or enforce any requirements imposed upon the Charter School under the CSFP.
 - 2. The School District. The School District's duties and obligations under the CSFP shall be limited to the following:
 - a. Accept title to the Facilities, as defined below, as trustee for the State of California public school system. Title shall be conveyed by an instrument acceptable to the School District; and

- b. In the event the Charter School, or any subsequent charter school, ceases to use the Facility or an Event of Default occurs, the School District shall observe the requirements of Section 17078.62 of the California Education Code as set forth in Section 4.2 below.

Other than the duties set forth in this Article I, E(2), no duties or responsibilities shall be imposed upon the School District as the result of it holding title to the Facility in trust for the California public school system except for that which is expressly contained in this Agreement.

3. Securing Approvals, Permits and Other Entitlements. Notwithstanding State supplied bond funds, the State and the School District shall have no duty or obligation to secure, or expend funds or incur costs to secure, any approvals, permits and other entitlements for the Facility and operation of the Charter School. This limitation on duty and obligation shall apply to any repair, maintenance, modification, renovation, addition, expansion, reconstruction or re-habilitation occurring after the completion of initial construction of the Facility ("Future Work").
4. Construction. The State and the School District shall have no duty or obligation to construct all or any portion of the Facility or any Future Work. In the event of abandonment or any failure to complete the construction of the Facility or any Future Work for any reason, the School District, as trustee, will secure the site while it observes the requirements of Section 4.2 below.
5. Additional Funds. Other than the grant and the loan approved and provided under the CSFP, the State shall not be obligated to provide additional funds or financing for the planning, design, construction (including change orders and completion of construction), operation or maintenance of the Facility. The School District, by virtue of holding title to the Facility as trustee for the California public school system, shall not be obligated to provide additional funds or financing for the planning, design, construction (including change orders and completion of construction), operation or maintenance of the Facility.
6. Cooperation. In the event Charter School fails to complete construction or rehabilitation of the Facilities for any reason or fails to operate a school at the Facilities for any reason, the School District agrees that as the owner in trust of the Facilities for the public school system, the School District shall cooperate with the State in its efforts to complete the construction of the Facilities or its effort to have a charter school operate from the Facilities; provided, that nothing in this MOU, the Funding Agreement, if applicable, and the Facilities Use Agreement shall require the School District to incur any costs or liabilities, or increase the School District's duties, obligations or exposure to liability, unless agreed to in writing by the School District.

ARTICLE II – FINANCING OF THE CHARTER SCHOOL'S PROJECT

2.1 Fifty Percent Local Matching Share Obligation

- A. The Charter School's Application for preliminary apportionment for the Facilities has been approved by the State. The Charter School's Apportionment ("Apportionment") is contingent upon the Charter School paying its 50% Local Matching Share obligation, which will be paid to the State by way of payments pursuant to the Funding Agreement.
- B. The Charter School's Application for Final Apportionment for the Facilities has been approved by the State. The State will provide as a grant funding for fifty percent (50%) of the approved costs for the Facilities and the Charter School will be responsible for fifty percent (50%) of the approved costs for the Local Matching Share for the Facilities. The Final Apportionment Amount will be reduced by any amounts received by the Charter School through an Advance Apportionment(s). The amounts of the Preliminary, Advance, and Final Apportionments are set forth in Exhibit "A" of the Funding Agreement.
- C. The Charter School will receive initial funding from the State for the local matching share, less any lump sum payments made by, or on behalf of, the Charter School.

2.2 Conditions for Release of Funding

The following conditions must be satisfied before the State will release funding:

- A. The Charter School shall comply with all funding release conditions contained in the Funding Agreement to the satisfaction of the State.
- B. The Charter School has agreed to utilize its Apportionment for purposes consistent with the CSFP, and consistent with the purposes for which it was approved. The Charter School shall comply with any and all requirements and conditions imposed upon it for the development and operation of the Facilities by any applicable governmental agency.
- C. Each party is duly authorized to execute, deliver, and perform this MOU, the Funding Agreement, as applicable to the appropriate parties, and the Facilities Use Agreement, as applicable to the appropriate parties.
- D. Pursuant to the provisions in Education Code Section 17199.4, the charter school's governing board approves the use of the intercept mechanism to make CSFP payments to the State. Evidence of filing of the intercept notice pursuant to 17199.4 in a form satisfactory to the Authority.

2.3 Charter School Facilities

- A. The Charter School's Facilities includes the real property and all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property, and built or acquired with State funds, as described in its application for funding under CSFP.
- B. The Charter School's Facilities are located or will be located within the boundaries of the School District identified above in the city and county as in Exhibit "D" of the Funding Agreement.

- C. The Facilities are physically located within the geographical jurisdiction of the School District and the school attendance area generating eligibility for funding, if applicable.
- D. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.
- E. The Charter School represents and warrants that it, by and through its officers, employees, agents and consultants, has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this Agreement. The Charter School is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs. The Charter School is solely responsible for identifying the real property, evaluating the condition of the title and suitability of the land for the Charter School's intended purpose, and negotiating and closing the acquisition of the real property. In addition, the Charter School is solely responsible for the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the real property

The State and/or the School District shall not have any obligation for construction work or improvements on or to the Facilities, to insure completion of construction, or provide additional funding in the event the Charter School determines it has insufficient funds to complete construction or operate the charter school. Pursuant to the CSFP, the School District is obligated to take title to the Facilities in trust for the benefit of the state public school system but such obligation does not make the School District a guarantor or warrantor of the Facilities and shall not impose any duty upon the School District to administer or oversee the construction of the Facilities by the Charter School, or in the event of any default prior to completion of construction, demolish all or any portion of the Facilities.

2.4 Payment

- A. The Charter School shall make payments to the State, as provided in the Funding Agreement in satisfaction of the requirements of the CSFP.
- B. This MOU, the Funding Agreement and the Facilities Use Agreement shall not be deemed to constitute a debt or liability or obligation of the State, the School District, or any political subdivision thereof, or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be a special obligation payable solely from the payments made by the Charter School. The obligation to make payments does not constitute an indebtedness of the Charter School or the School District, within the meaning of any constitutional or statutory debt limitation or restriction and in all cases shall be made solely from legally available funds.
- C. Pursuant to the provisions in Education Code Section 17199.4, the Charter School's governing board approves the use of the intercept mechanism to make CSFP payments to the State.

ARTICLE III – SECURITY PROVISIONS

- A. If title to the real property is already held by the Charter School:
1. the Charter School, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the School District and the State, which shall convey title to the real property from the Charter School to the School District as trustee on behalf of the state public school system. The Charter School will convey to and the School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in any other provisions of this MOU. Prior to release of final apportionment, the Charter School must provide evidence to the State that title to the real property has been transferred to the School District. If Charter School fails to meet this requirement, Charter School will be in default of this MOU.
 2. The Charter School shall provide proof satisfactory to the State and the School District that all liens and encumbrances that may arise from the construction of the Facilities have been released and/or satisfied.
 3. The Charter School shall submit to the State and the School District for its review and acceptance a title report and a copy of each instrument listed in said title report. The title report shall be issued no more than thirty (30) calendar days prior to the date of submittal.
 4. The Charter School shall provide to the State and the School District for its review and acceptance an American Land Title Association (“ALTA”) survey which together with (3) above, shall be sufficient for the Charter School,, at its sole cost and expense, shall provide the School District with a ALTA owner’s policy for the benefit of the School District and the State.
- B. If title to the real property is not held by the Charter School, the School District, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the State, which shall convey title to the real property in trust on behalf of the state public school system. The School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in any other provisions of this MOU.
- C. The School District shall provide to the State for its review and files the original Final California Department of Education (“CDE”) approval subject to waivers and/or exemptions to the use of real property as a school facility; provided, that if CDE has provided the Charter School any waivers and/or exemptions the Charter School shall obtain from CDE and provide to the School District a valid assignment of such waivers and/or exemptions. The purpose of the assignment is to ensure that the conveyance of fee title from the Charter School to the School District will not result in a situation whereby the Facilities then become

non-compliant because of the transfer of fee simple title to the School District due to those requirements and standards that are typically imposed upon the School District.

- D. The School District shall provide to the State for its files the original “No Further Action” or “Further Action Letter” from the California Department of Toxic Substance Control (“DTSC”); provided, that if DTSC has issued a Further Action Letter, the Charter School shall provide to the School District proof satisfactory to the School District that all requirements of the Further Action Letter have been satisfied. Simultaneously with the delivery of the foregoing, the Charter School shall deliver to the State a copy of the documents delivered to the School District.
- E. The School District shall provide to the State for its review and files the final approval issued by DTSC for the final Preliminary Environmental Assessment (“PEA”) for the real property, if applicable.
- F. The School District shall provide to the State for its files the final approval of any applicable Federal, State, City or County agency necessary for the acquisition and construction of the Facilities, and the operation of the Facilities for an educational program conducted by the Charter School. As an example, and not as means of limitation, a charter school may require approval from the California Coastal Commission if a project will be located within its jurisdiction.
- G. Simultaneously with the delivery of the documents and instruments required in this Article III.A, the Charter School shall deliver to the State a copy of the same documents and instruments delivered to the School District.
- H. Title to the Facilities shall be conveyed to the School District by a grant deed or bill of sale, if applicable, agreed to and accepted by the School District. Title to the Facilities shall be held solely by the School District in whose boundaries the Facilities are to be located, in trust, for the benefit of the state public school system.
- I. Any person or entity providing a substantial contribution that is applied to the costs of the project in excess of the state share and the local matching share may be granted a security interest, as approved and memorialized in a written instrument executed by the State, to be satisfied from the proceeds, if any, realized when the property is ultimately disposed of. If the contribution was made for the explicit purpose of purchasing any asset with a normal life expectancy of less than twenty years, the security interest will be adjusted to reflect the depreciation of the assets. Contributions used solely to assist the applicant in meeting its local matching share shall not be entitled to a security interest. Where a contribution results in total project funding beyond the state and local matching shares, the contributor’s security interest shall be limited to the amount in excess of the state share and local matching share.
- J. If a default occurs and all payments have not been made, the security interest of any person or entity providing a substantial contribution to the costs of the project shall be satisfied only after the account is reimbursed for any remaining unpaid

local matching share and the School District has been reimbursed for any costs and expenses incurred, if any, as the result of such default.

- K. Simultaneously with the execution of the Grant Deed, the Charter School and the School District shall enter into a Facilities Use Agreement, Exhibit "B". This Facility Use Agreement shall contain as standardized provisions the following, which must be addressed to the satisfaction of the State:
1. The acquisition and maintenance of all required licenses or permits. Any costs associated with licenses or permits shall not become an obligation of the State.
 2. The payment of all fees, and public charges of whatever nature accessed against the Facilities, including the payment of all taxes, and costs associated with telephone, water, sewer, gas, heat, electricity, garbage disposal, trash disposal, and all other services and utilities. Such fees and charges shall not become an obligation of the State.
 3. Prohibited uses of the Facilities, and provisions for the maintenance and repair of the Facilities. The State shall not under any circumstance be required to make any improvements or install any equipment on the Facilities, make any repairs, alterations or replacements of any nature to the Facilities, make any expenditures whatsoever in connection with this MOU or maintain the Facilities in any manner. The State shall not be required to maintain, repair or rebuild all or any part of the Facilities, and the Charter School or School District waive the provisions of Civil Code Sections 1941 and 1942 and any other law that would require the maintenance of the Facilities in a leasable condition or would provide the School District with the right to make repairs and deduct the cost of those repairs from its payments.
 4. The handling of hazardous materials.
 5. Insurance requirements, in addition to those specified in this MOU, for all risk (special-causes-of-loss) property and fire insurance; commercial general liability insurance; rental value insurance; worker's compensation insurance; flood and earthquake insurance as necessary; and such other types of insurance or endorsements to existing insurance as may be required by the School District.

ARTICLE IV – DEFAULT AND REMEDIES

4.1 Events of Default

The occurrence of any of the following shall constitute a "Default" or "Event of Default" under this Agreement:

- A. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one (1) year of receiving the certificate of occupancy issued by the Division of the State Architect.

- B. Failure by the Charter School to make any payment when due where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State or the School District;
- C. Failure by the Charter School to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required by the Funding Agreement and the Facilities Use Agreement, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State or the School District.
- D. Failure by the Charter School to provide reasonable evidence of compliance with all requirements whether expressly stated in this MOU, the Funding Agreement, or the Facilities Use Agreement or otherwise imposed by the State under the CSFP or other applicable law or failure to observe or perform any other applicable covenant, condition, or agreement, where such failure continues for thirty (30) calendar days after receiving written notice of the failure. If thirty (30) calendar days is insufficient and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days;
- E. The Charter School shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School (unless, in the case of a petition filed against the Charter School, the same is dismissed in sixty (60) days) or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Charter School's Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provisions;
- F. A determination is made by the State that any representation or warranty made by the Charter School was untrue in any material respect when made;
- G. The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal;
- H. The Charter School shall abandon the Facilities or breach the Facilities Use Agreement; and/or

- I. If the performance of the payment obligations of the Charter School is guaranteed, the actual or anticipatory failure or inability, for any reason, of the Guarantor to honor the guarantee as required, and the Charter School's failure to provide written alternative assurance or security, which when coupled with the Charter School's then-existing resources, equals or exceeds the combined financial resources that existed at the time this Agreement is executed. The Charter School shall have sixty (60) calendar days following written notice by the State, to provide the written alternative assurance or security.
- J. If an Event of Default occurs and the Charter School continues to occupy and/or possess the Facilities, the Charter School shall remain liable for the performance of all of the obligations of the Charter School under and subject to the Funding Agreement and the Facilities Use Agreement, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- K. Failure by the School District to acquire title of the Facilities as required prior to release of certain funds under Education Code Section 17078.63 or within 30 days of receipt of CSFP funds for site acquisition or final apportionment.

4.2 Remedies on Default

The parties acknowledge and agree that this MOU, the Funding Agreement and the Facilities Use Agreement represent a unique situation that is not limited by the standard landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. The parties agree that if any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:

- A. If an Event of Default occurs and the Charter School continues to occupy and/or possess the Facilities, the Charter School shall remain liable for the performance of all of the obligations of the Charter School under and subject to the Funding Agreement, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- B. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, in accordance with Section 17078.62(b)(1) of the Education Code, the Charter School shall.
 - 1. have that time period specified in Section 17078.62 of the Education Code, as may be amended, to complete the review process contemplated in Section 47607 or 47607.5 of the Education Code, as may be amended; and
 - 2. so long as the Charter School continues to use and occupy the Facilities, remain liable for the performance of all of the obligations of the Charter School under this MOU, the Funding Agreement, and the Use Agreement, if applicable, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- C. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, the Charter

School shall not be liable under the Facilities Use Agreement on the effective date of the last to occur of all of the following:

1. the Charter School completes the review process provided in Section 47607 or 47607.5 of the Education Code and the Charter School fails to obtain a renewal of its charter, or the Charter School relinquishes all rights to pursue or complete the review process provided in Section 47607 or 47607.5 of the Education Code and the Charter School notifies the State and the School District of its election; and
 2. the Charter School vacates the Facilities and relinquishes to the State or the School District all right, title, and interest in the occupancy and use of the Facilities .
- D. Upon the occurrence of Subsection C of this Section 4.2, the Facilities may be used in its “as is” and “where is” condition by another charter school:
1. that the State deems as qualified,
 2. whose charter petition is approved and is in good standing with the School District or charter authorizer; and
 3. that has agreed to a Funding Agreement with the State and a Facilities Use Agreement with the School District.
- E. In the event a successor charter school cannot be identified as provided in Subsection C of this Section 4.2, the School District may:
1. in accordance with Section 17078.62(b)(3) of the Education Code, take possession of and use the Facilities as a public school facility; provided that, the School District shall be required to make payments to the State in accordance with Section 17078.62(b)(4) or the payments shall be reduced or eliminated if the School District satisfies the conditions set forth in Section 17078.62(b)(4)(A) and (B). In the event the payments do not qualify for reduction or elimination in accordance with Section 17078.62(b)(4)(A) and (B), the State and the School District shall enter into an agreement for the School District’s assumption of the payment obligation under the Funding Agreement. Assumption of the payment obligation shall in no way release the Charter School from its payment obligations that accrued prior to the termination of the Funding Agreement or from the Charter School’s obligations for any holdover; or
 2. In accordance with Section 17078.62(b)(5) of the Education Code, if the School District declines to take possession of the Facilities or if the Facilities are no longer needed for public school purposes, the School District shall dispose of the Facilities in accordance with requirements for the disposal of surplus public school sites. The monetary proceeds from the disposal of the Facilities shall be applied in the following priority: (i) repay any unpaid local matching share in favor of the State; (ii) repay any security interest granted pursuant to Section 17078.57(a)(3)(B); and (iii) to the School District to be used for capital improvements in the School District;

3. disclaims its remainder interest in the Facilities, the State shall succeed to title owner pursuant to its remainder interest.
- F. The State may proceed by appropriate court action to enforce specific performance by the Charter School of its covenants under the Funding Agreement and this MOU and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest, penalties, and late charges, and all other sums due the State. The Charter School shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs. The School District may proceed by appropriate court action to enforce this MOU and the Facilities Use Agreement against the Charter School.
 - G. In the event of the Charter School's default and the recovery of the Facilities by the School District, the State shall have the right to recover from the Charter School via the intercept mechanism described in Section 17199.4 of the Education Code (i) the amount of all outstanding payments or other obligations (whether direct or indirect owed by the Charter School to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the Charter School to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the Charter School to the State.
 - H. Notwithstanding anything to the contrary, the State, the Charter School, and the School District may take whatever action at law or in equity that may appear necessary or desirable to enforce its respective rights with respect to this MOU, the Funding Agreement, or the Facilities Use Agreement, and the party or parties prevailing in the action shall have all of their respective costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this MOU, the Funding Agreement, and/or the Facilities Use Agreement or as otherwise permitted by law, paid by the parties against whom the action was brought.
 - I. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this MOU, the Funding Agreement, and the Facilities Use Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under the Agreements. All remedies herein conferred upon or reserved to the parties shall survive the termination of this MOU, the Funding Agreement, and/or the Facilities Use Agreement.
 - J. The State, in its discretion, may provide the Charter School the opportunity to cure Default for up to a thirty (30) calendar day period. If thirty (30) calendar days

is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

ARTICLE V – MISCELLANEOUS

5.1 Release of Liability

The State and the School District are hereby released from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School or any of the Charter School's employees or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to the Facilities, including those in any way connected with any materials or substances defined as hazardous under any applicable statute, ordinance, rule or regulation, presently in, on or under, or now or hereafter emanating from or migrating onto or under the Facilities. In connection with this release, the Charter School hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

5.2 Non-waiver

No waiver of any provision of this MOU, the Funding Agreement and/or the Facilities Use Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision contained in this MOU, the Funding Agreement and/or the Facilities Use Agreement, if applicable, must be in writing and executed by the applicable parties and will affect only the provision specified and only for the time and in the manner stated in the writing.

5.3 Indemnity

- A. Memorandum of Understanding. To the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the School District and/or the State as applicable, indemnify, defend and hold the School District and the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from: (a) any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of this MOU on the Charter School's part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities by the Charter School; (c) the condition of the Facilities, and any occurrence on the Facilities, from any cause whatsoever, and (d) any acts omissions or negligence

of the Charter School or the Charter School's employees, agents or contractors in, on or about the Facilities.

- B. Facilities Use Agreement. The State is not a party to the Facilities Use Agreement and, as a result, to the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all Claims incurred in connection with or arising from any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of the Facilities Use Agreement on the Charter School's part to be observed or performed.
- C. Funding Agreement. The School District is not a party to the Funding Agreement and, as a result, to the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the School District as applicable, indemnify, defend and hold the School District harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of the Funding Agreement on the Charter School's part to be observed or performed.
- D. The Charter School will at all times protect and defend, at its own cost and expense, the title to the Facilities from and against all claims, liens and legal processes of creditors and keep all the Facilities and the title free and clear of all such claims, liens, and processes except for the liens created or expressly permitted under the Agreements and the CSFP.

5.4 Notice

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the State:

**California School Finance Authority
300 S. Spring, Suite 8500
Los Angeles, CA 90013
Attention: Katrina Johantgen**

If to the Charter School:

[CHARTER SCHOOL]
[SCHOOL ADDRESS]
Attention: [MAIN CONTACT]

If to the School District:
[SCHOOL DISTRICT]
[DISTRICT ADDRESS]
Attention: [MAIN CONTACT]

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

5.5 Applicable Law

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

5.6 Amendments

- A. The terms of this MOU may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of all of the parties, or except as otherwise permitted by law.
- B. The terms of this MOU may be amended, or new agreements executed, as necessary, upon the application of the Charter School and the approval by the State and the School District of a final apportionment.

5.7 Force Majeure

The time for the State, the Charter School or the School District to perform any obligation or assert any right under this MOU or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

5.8 Severability

Should any provision of this Memorandum of Understanding be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

THE STATE:

STATE ALLOCATION BOARD:

By: _____

Name: _____

Title: _____

CALIFORNIA SCHOOL FINANCE AUTHORITY:

By: _____

Name: _____

Title: _____

THE SCHOOL DISTRICT:

By: _____

Name: _____

Title: _____

THE CHARTER SCHOOL:

By: _____

Name: _____

Title: _____

Exhibit A
Funding Agreement
(attached)

Exhibit B

Facilities Use Agreement
(attached)

**CHARTER SCHOOL FACILITIES PROGRAM
MEMORANDUM OF UNDERSTANDING**

By and Among:

**[CHARTER SCHOOL],
a California Charter School**

And

**The State of California,
State Allocation Board and California School Finance Authority**

ARTICLE I – PURPOSE AND LIMITATION

- A. This Memorandum of Understanding (“MOU”) is made and entered into as of _____ (“Effective Date”) by and among the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the “State”); and the charter school identified above, a California Charter School operating as a non-profit public benefit corporation, in accordance with Education Code Section 47604 (“Charter School”). The provisions of this MOU shall be effective from and after the Effective Date and shall continue until all duties and obligations of the parties, as stated in this MOU, are carried out.
- B. The Charter School has applied to the State for financing of its charter school facilities project (“Facilities”) under the Charter School Facilities Program (“CSFP”) established pursuant to Article 12 of Chapter 12.5 of Part 10 of the California Education Code and the regulations for its implementation provided in Title 4, Cal. Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq. attached hereto and incorporated by reference. A copy of the Funding Agreement is attached as Exhibit “A”. A copy of the Authority’s Staff Summary is attached to the Funding Agreement as Exhibit “D” and incorporated herein by reference as a means of defining the Facilities.
- C. In accordance with the CSFP, the State is the lender of certain monetary funds to the Charter School to enable the Charter School to acquire real property and/or construct improvements thereon. This loan transaction is set forth in the Funding Agreement.

This MOU and the Funding Agreement set forth the entire agreement between the parties regarding the loan of funds and use of the real property pursuant to the CSFP. There are no understandings, agreements, representations, or warranties, express or implied, not specified herein regarding this MOU and the

Funding Agreement provided, that in the event any portion of the MOU and/or the Funding Agreement is held unenforceable by a court of competent jurisdiction, the remainder of the applicable agreement shall remain in full force and effect and shall not nullify the intent of the CSFP.

- D. This MOU is being entered into in accordance with the requirements of the CSFP. To the extent the MOU is inconsistent or in conflict with the provisions of the CSFP, and the implementing regulations, the CSFP and implementing regulations shall prevail.

ARTICLE II – FINANCING OF THE CHARTER SCHOOL’S FACILITIES

2.1 Fifty Percent Local Matching Share Obligation

- A. The Charter School’s Application for preliminary apportionment for the Facilities has been approved by the State. The Charter School’s Apportionment (“Apportionment”) is contingent upon the Charter School paying its 50% Local Matching Share obligation, which will be paid to the State by way of payments pursuant to the Funding Agreement.
- B. The Charter School’s application for a preliminary, advance, or final apportionment for the Facilities has been approved by the State. The State will provide as a grant funding for fifty percent (50%) of the approved costs for the Facilities, and the Charter School will be responsible for fifty percent (50%) of the approved costs for the local matching share for the Facilities. The Final Apportionment Amount will be reduced by any amounts received by the Charter School through an Advance Apportionment(s). The amounts of the Preliminary, Advance, and Final Apportionments are set forth in Exhibit “A” of the Funding Agreement.
- C. The Charter School will receive initial funding from the State for the local matching share, less any lump sum payments made by, or on behalf of, the Charter School.

2.2 Conditions for Release of Funding

The following conditions must be satisfied before the State will release funding:

- A. The Charter School shall comply with all funding release conditions contained in the Funding Agreement to the satisfaction of the State.
- B. Each party is duly authorized to enter, deliver, and perform this MOU and the Funding Agreement, as applicable to the appropriate parties.
- C. The Charter School agrees to utilize its apportionment for purposes consistent with the CSFP, and consistent with the purposes for which it was approved. The Charter School shall comply with any and all requirements and conditions imposed upon it for the development and operation of the Facility by any applicable governmental agency.
- D. Pursuant to the provisions in Education Code Section 17199.4, the charter school’s governing board approves the use of the intercept mechanism to make

CSFP payments to the State. Evidence of filing of the intercept notice pursuant to 17199.4 in a form submitted to and satisfactory to the Authority.

- E. The Charter School shall provide proof satisfactory to the State that all liens and encumbrances that may arise from the construction of the Facilities have been released and/or satisfied.
- F. The Charter School shall provide to the State for its review and acceptance a title report and a copy of each instrument listed in said title report. The title report shall be issued no more than thirty (30) calendar days prior to the date of submittal.
- G. The Charter School shall provide to the State for its review and acceptance an American Land Title Association (“ALTA”) survey, which together with (3) above, shall be sufficient for the Charter School, at its sole cost and expense, to obtain an ALTA lender’s policy for the benefit of the School District and the State, which has remainder interests in the property.
- H. The Charter School shall provide to the State for its review and files a copy of the original Final California Department of Education (“CDE”) approval or Final CDE approval subject to waivers and/or exemptions to the use of real property as a school facility; provided, that if CDE has provided the Charter School any waivers and/or exemptions the Charter School shall obtain from CDE a valid assignment of such waivers and/or exemptions. The purpose of the assignment is to insure that the conveyance of fee title from the Charter School to the School District through the remainder interest will not result in a situation whereby the Facilities then become non-compliant because of the transfer of fee simple title to the School District due to those requirements and standards that are typically imposed upon the School District.
- I. The Charter School shall provide to the State for its review and files the original “No Further Action” or “Further Action Letter” from the California Department of Toxic Substance Control (“DTSC”); provided, that if DTSC has issued a Further Action Letter, the Charter School shall document that all requirements of the Further Action Letter have been satisfied.
- J. The Charter School shall provide to the State for its review and files the final approval issued by DTSC for the final Preliminary Environmental Assessment (“PEA”) for the real property, if applicable.

2.3 Charter School Facilities

- A. The Charter School’s Facilities includes the real property and all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property, and built or acquired with State funds, as described in its application for funding under CSFP.
- B. The Charter School’s Facilities are located or will be located within the boundaries of the School District identified in the city and county as in Exhibit “D” of the Funding Agreement and is physically located within the school attendance area generating eligibility for funding, if applicable.

- C. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.
- D. The Charter School represents and warrants that it, by and through its officers, employees, agents and consultants, has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this Agreement. The Charter School is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs. The Charter School is solely responsible for identifying the real property, evaluating the condition of the title and suitability of the land for the Charter School's intended purpose, and negotiating and closing the acquisition of the real property. In addition, the Charter School is solely responsible for the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the real property

The State and/or the School District shall not have any obligation for construction work or improvements on or to the Facilities. The Charter School has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this MOU. The Charter School is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs. The Charter School is solely responsible for identifying the real property, evaluating the condition of the title and suitability of the land for the Charter School's intended purpose, and negotiating and closing the acquisition of the real property. In addition, the Charter School is solely responsible for the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the real property.

2.4 Payment

- A. The Charter School shall make payments to the State, as provided in the Funding Agreement in satisfaction of the requirements of the CSFP.
- B. This MOU and the Funding Agreement shall not be deemed to constitute a debt or liability or obligation of the State, the School District, or any political subdivision thereof, or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be a special obligation payable solely from the payments made by the Charter School. The obligation to make payments does not constitute an indebtedness of the Charter School or the School District, within the meaning of any constitutional or statutory debt limitation or restriction and in all cases shall be made solely from legally available funds.
- C. Pursuant to the provisions in Education Code Section 17199.4, the Charter School's governing board approves the use of the intercept mechanism to make CSFP payments to the State.

ARTICLE III – SECURITY PROVISIONS

- A. The Charter School will obtain good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature whatsoever other than those included in any other provisions of this Agreement upon satisfaction of all of the following conditions :
1. If the funding shall be used to acquire real property, the Charter School, at its sole cost and expense, shall structure the closing of the escrow for the acquisition of the real property for a conveyance of title from the seller to the Charter School, and simultaneously in the same closing of escrow, provide that a lien on behalf of the State Allocation Board, a restrictive covenant and remainder interest on behalf of School District identified in the city and county as in Exhibit "D" of the Funding Agreement and subsequently the State Allocation Board as more particularly described in this MOU. If the Charter School fails to meet this requirement, the Charter School will be in default of this MOU.
 2. The Charter School shall provide proof satisfactory to the State that all liens and encumbrances that may arise from the construction of the Facilities have been released and/or satisfied.
 3. The Charter School shall submit to the State for its review and acceptance a title report and a copy of each instrument listed in said title report. The title report shall be issued no more than thirty (30) calendar days prior to the date of submittal.
 4. The Charter School shall provide to the State for its review and acceptance an American Land Title Association (ALTA) survey, which together with (3) above, shall be sufficient for the Charter School, at its sole cost and expense, to provide the School District with a ALTA owner's policy for the benefit of the School District and the State, which have remainder interests in the property.
 5. The Charter School shall provide to the State for its review and files the original Final California Department of Education ("CDE") approval or Final CDE approval subject to waivers and/or exemptions to the use of real property as a school facility; provided, that if CDE has provided the Charter School any waivers and/or exemptions the Charter School shall obtain from CDE a valid assignment of such waivers and/or exemptions. The purpose of the assignment is to insure that the conveyance of fee title from the Charter School to the School District through the remainder interest will not result in a situation whereby the Facilities then become non-compliant because of the transfer of fee simple title to the School District due to those requirements and standards that are typically imposed upon the School District.
 6. The Charter School shall provide to the State for its review and files the original "No Further Action" or "Further Action Letter" from the California Department of Toxic Substance Control ("DTSC"); provided, that if DTSC

has issued a Further Action Letter, the Charter School shall document that all requirements of the Further Action Letter have been satisfied.

7. The Charter School shall provide to the State for its review and files the final approval issued by DTSC for the final Preliminary Environmental Assessment (“PEA”) for the real property, if applicable.
 8. The Charter School shall provide to the State for its review and files the final approval of any applicable Federal, State, City or County agency necessary for the acquisition and construction of the Facilities, and the operation of the Facilities for an educational program conducted by the Charter School. As an example, and not as means of limitation, a charter school may require approval from the California Coastal Commission if a Facilities will be located within its jurisdiction.
- B. Any person or entity providing a substantial contribution that is applied to the costs of the Facilities in excess of the state share and the local matching share may be granted a security interest, as approved and memorialized in a written instrument executed by the State, to be satisfied from the proceeds, if any, realized when the property is ultimately disposed of. If the contribution was made for the explicit purpose of purchasing any asset with a normal life expectancy of less than twenty years, the security interest will be adjusted to reflect the depreciation of the assets. Contributions used solely to assist the applicant in meeting its local matching share shall not be entitled to a security interest. Where a contribution results in total Facilities funding beyond the state and local matching shares, the contributor’s security interest shall be limited to the amount in excess of the state share and local matching share.
- C. If a default occurs and all payments and penalties have not been made, the security interest of any person or entity providing a substantial contribution to the costs of the Facilities shall be satisfied only after the account is reimbursed for any remaining unpaid local matching share and the State has been reimbursed for any costs and expenses incurred, if any, as the result of such default.

ARTICLE IV – DEFAULT AND REMEDIES

4.1 Events of Default

The occurrence of any of the following shall constitute a “Default” or “Event of Default” under this Agreement:

- A. Failure to comply with Article 3 of this MOU
- B. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one (1) year of receiving the certificate of occupancy issued by the Division of the State Architect.
- C. Failure by the Charter School to make any payment when due, and such failure continues for a period of thirty (30) calendar days after receiving written notice by the State.
- D. Failure by the Charter School to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required by the Funding Agreement, and

where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State.

- E. Failure by the Charter School to provide reasonable evidence of compliance with all requirements whether expressly stated in this MOU, the Funding Agreement, or otherwise imposed by the State under the CSFP or other applicable law, or failure to observe or perform any other applicable covenant, condition or agreement, where such failure continues for thirty (30) calendar days after receiving written notice of the failure. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.
- F. The Charter School shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School (unless, in the case of a petition filed against the Charter School, the same is dismissed in sixty (60) days) or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Charter School's Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provision;
- G. A determination by the State that any representation or warranty made by the Charter School was untrue in any material respect when made;
- H. The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the Facilities after a revocation or non-renewal;
- I. The Charter School shall abandon the Facilities; and/or
- J. If the performance of the payment obligations of the Charter School is guaranteed, the actual or anticipatory failure or inability, for any reason, of the guarantor to honor the guarantee as required, and the Charter School's failure to provide written alternative assurance or security, which when coupled with the Charter School's then-existing resources, equals or exceeds the combined financial resources that existed at the time this MOU and the Funding Agreement are executed. The Charter School shall have sixty (60) calendar days following

written notice by the State, to provide the written alternative assurance or security.

4.2 Remedies on Default

The parties acknowledge and agree that this MOU and the Funding Agreement represent a unique situation that is not limited by the standard landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. The parties agree that if any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:

- A. If an Event of Default occurs and the Charter School continues to occupy and/or possess the Facilities, the Charter School shall remain liable for the performance of all of the obligations of the Charter School under and subject to the Funding Agreement, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- B. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, in accordance with Section 17078.62(b)(1) of the Education Code, the Charter School shall:
 - 1. have that time period specified in Section 17078.62 of the Education Code, as may be amended, to complete the review process contemplated in Section 47607 or 47607.5 of the Education Code, as may be amended; and
 - 2. so long as the Charter School continues to use and occupy the Facilities, remain liable for the performance of all of the obligations of the Charter School under this MOU, the Funding Agreement, and the Use Agreement, if applicable, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- C. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, the Charter School shall not be liable under the Funding Agreement or this MOU on the effective date of the last to occur of all of the following:
 - 1. the Charter School completes the review process provided in Section 47607 or 47607.5 of the Education Code, as may be amended, and the Charter School fails to obtain a renewal of its charter, or the Charter School relinquishes all rights to pursue or complete the review process provided in Section 47607 or 47607.5 of the Education Code, as may be amended, and the Charter School notifies the State and the School District of its election; and
 - 2. the Charter School vacates the Facilities and relinquishes to the State or the School District all right, title, and interest in the occupancy and use of the Facilities.
- D. Upon the occurrence of Subsection C of this Section 4.2, the Facilities may be used in its "as is" and "where is" condition by another charter school:
 - 1. that the State deems as qualified,

2. whose charter petition is approved and is in good standing with the School District or charter authorizer; and
 3. that has agreed to a Funding Agreement with the State and a Use Agreement with the School District, if applicable.
- E. In the event a successor charter school cannot be identified as provided in Subsection D of this Section 4.2, the School District may:
1. in accordance with the remainder interest held by the School District and in accordance with Section 17078.62(b)(3) of the Education Code, take possession of and use the Facilities as a public school facility; provided, that the School District shall be required to make payment to the State in accordance with Section 17078.62(b)(4) or the payments shall be reduced or eliminated if the School District satisfies the conditions set forth in Section 17078.62(b)(4)(A) and (B). In the event the payments do not qualify for reduction or elimination in accordance with Section 17078.62(b)(4)(A) and (B), the State and the School District shall enter into an agreement for the School District's assumption of the payment obligation under the Funding Agreement. Assumption of the payment obligation shall in no way release the Charter School from its payment obligations that accrued prior to the termination of the Funding Agreement or from the Charter School's obligations for any holdover; or
 2. In accordance with Section 17078.62(b)(5) of the Education Code, if the School District declines to take possession of the Facilities or if the Facilities are no longer needed for public school purposes, the School District shall dispose of the Facilities in accordance with requirements for the disposal of surplus public school sites. The monetary proceeds from the disposal of the Facilities shall be applied in the following priority: (i) repay any unpaid local matching share in favor of the State; (ii) repay any security interest granted pursuant to Section 17078.57(a)(3)(B); and (iii) to the School District to be used for capital improvements in the School District.
 3. disclaims its remainder interest in the Facilities, the State shall succeed to title owner pursuant to its remainder interest.
- F. The State may proceed by appropriate court action to enforce specific performance by the Charter School of its covenants under the Funding Agreement and this MOU and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest, penalties and late charges, and all other sums due the State. The Charter School shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs.
- G. In the event of the Charter School's default and the recovery of the Facilities by the School District, the State shall have the right to recover from the Charter School via the intercept mechanism described in Section 17199.4 of the

Education Code (i) the amount of all outstanding payments or other obligations (whether directly or indirectly owed by the Charter School to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the Charter School to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the Charter School to the State.

- H. Notwithstanding anything to the contrary, the State and the Charter School may take whatever action at law or in equity that may appear necessary or desirable to enforce its respective rights with respect to this MOU or the Funding Agreement, and the party or parties prevailing in the action shall have all of their respective costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this MOU and the Funding Agreement, or as otherwise permitted by law, paid by the parties against whom the action was brought.
- I. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this MOU and the Funding Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under the Agreements. All remedies herein conferred upon or reserved to the parties shall survive the termination of this MOU or the Funding Agreement.
- J. The State, in its discretion, may provide the Charter School the opportunity to cure Default for up to a thirty (30) calendar day period. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

ARTICLE V – MISCELLANEOUS

5.1. Release of Liability

The State is hereby released from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School or any of the Charter School's employees or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to the Facilities, including those in any way connected with any materials or substances defined as hazardous under any applicable statute, ordinance, rule or regulation, presently in, on or under, or now or hereafter emanating from or migrating onto or under the Facilities. In connection with this release, the Charter School hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

5.2 Non-waiver

No waiver of any provision of this MOU or the Funding Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision contained in this MOU or the Funding Agreement must be in writing and executed by the applicable parties and will affect only the provision specified and only for the time and in the manner stated in the writing.

5.3 Indemnity

- A. Memorandum of Understanding. To the fullest extent permitted by law the Charter School shall at the Charter School’s sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the School District and the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys’ fees and costs, and reasonable investigation costs (collectively “Claims”), incurred in connection with or arising from: (a) any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of this MOU on the Charter School’s part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities by the Charter School; (c) the condition of the Facilities, and any occurrence on the Facilities, from any cause whatsoever, and (d) any acts omissions or negligence of the Charter School or the Charter School’s employees, agents or contractors in, on or about the Facilities.
- B. The Charter School will at all times protect and defend, at its own cost and expense, the title to the Facilities from and against all claims, liens and legal processes of creditors and keep all the Facilities and the title free and clear of all such claims, liens, and processes except for the liens created or expressly permitted under the Agreements and the CSFP.

5.4 Notice

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the State:

California School Finance Authority
300 S. Spring, Suite 8500
Los Angeles, CA 90013
Attention: Katrina Johantgen

If to the Charter School:

CMO]

[CMO ADDRESS]

Attention: [MAIN CONTACT]

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

5.5 Applicable Law

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

5.6 Amendments

- A. The terms of this MOU may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of all of the parties, or except as otherwise permitted by law.
- B. The terms of this MOU may be amended, or new agreements executed, as necessary, upon the application of the Charter School and the approval by the State of an advance or final apportionment.

5.7 Force Majeure

The time for the State or the Charter School to perform any obligation or assert any right under this MOU or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

5.8 Severability

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

THE STATE:

STATE ALLOCATION BOARD:

By: _____

Name: _____

Title: _____

CALIFORNIA SCHOOL FINANCE AUTHORITY:

By: _____

Name: _____

Title: _____

THE CHARTER SCHOOL:

By: _____

Name: _____

Title: _____

Exhibit A
Funding Agreement
(attached)

**CHARTER SCHOOL FACILITIES PROGRAM
MEMORANDUM OF UNDERSTANDING**

By and Among:

**[CMO], a Charter Management Organization,
on behalf of [CHARTER SCHOOL],
a California Charter School**

and

**[SCHOOL DISTRICT],
a California Public School District ;**

and

**The State of California,
State Allocation Board and California School Finance Authority**

ARTICLE I – PURPOSE AND LIMITATION

- A. This Memorandum of Understanding (“MOU”) is made and entered into as of _____ (“Effective Date”) by and among the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the “State”); and the charter management organization identified above, on behalf of the charter school identified above, a California Charter School operating as a non-profit public benefit corporation, in accordance with Education Code Section 47604 (the charter management organization and charter school referenced above hereinafter individually and collectively referred to as “Charter School”) and the California Public School District identified above (“School District”). The provisions of this MOU shall be effective from and after the Effective Date and shall continue until all duties and obligations of the parties, as stated in this MOU, are carried out.
- B. The Charter School has applied to the State for financing of its charter school facilities project (“Facilities”) under the Charter School Facilities Program (“CSFP”) established pursuant to Article 12 of Chapter 12.5 of Part 10 of the California Education Code and the regulations for its implementation provided in Title 4, Cal. Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq., attached hereto and incorporated by reference. A copy of the Funding Agreement is attached as Exhibit “A”. A copy of the

Authority's Staff Summary is attached to the Funding Agreement as Exhibit "D" and incorporated herein by reference as a means of defining the Facilities.

- C. This MOU is intended to tie together two (2) separate legal agreements: (i) a Funding Agreement by and between the State and the Charter School; and (ii) a Facilities Use Agreement by and between the School District and the Charter School. In accordance with the CSFP, the State is the lender of certain monetary funds to the Charter School to enable the Charter School to acquire real property and/or construct improvements thereon. This loan transaction is set forth in the Funding Agreement of which the School District is not a party to because it is not a lender and does not have obligations under said Funding Agreement. In accordance with Section 17078.57(a)(3)(A) of the California Education Code, the School District must hold title to the Facilities, acquired with the funds loaned by the State under the CSFP, in trust for the benefit of the state public school system. Pursuant to the CSFP, the School District as the holder in trust of the Facilities must provide the use of the Facilities to the Charter School for a charter school educational program and, hence, is the basis for the Facilities Use Agreement between the School District and the Charter School.

A copy of the Funding Agreement, Exhibit "A", and the School District's Facilities Use Agreement, Exhibit "B", are incorporated into this MOU solely for the purpose of setting forth the separate instruments for this transaction and not for the purpose of making the State a party to the Facilities Use Agreement and the School District a party to the Funding Agreement. This MOU, the Funding Agreement and the Facilities Use Agreement (collectively, the "Agreements") set forth the entire agreements between the parties regarding the loan of funds and use of the real property pursuant to the CSFP. There are no understandings, agreements, representations, or warranties, express or implied, not specified herein regarding this MOU, the Funding Agreement and the Facilities Use Agreement; provided, that in the event any portion of this MOU, the Funding Agreement and/or the Facilities Use Agreement is held unenforceable by a court of competent jurisdiction, the remainder of the applicable agreement shall remain in full force and effect and shall not nullify the intent of the CSFP.

- D. This MOU is being entered into in accordance with the requirements of the CSFP. To the extent this MOU is inconsistent or in conflict with the provisions of the CSFP and the implementing regulations, the CSFP and implementing regulations shall prevail.
- E. Notwithstanding any provision contained herein, the duties and obligations of the State and the School District shall be limited to the following:
1. The State. The State shall be responsible to administer the CSFP and determine eligibility of and compliance by the Charter School to the requirements of the CSFP. The School District shall have no duty or obligation to administer, monitor or enforce any requirements imposed upon the Charter School under the CSFP.
 2. The School District. The School District's duties and obligations under the CSFP shall be limited to the following:

- a. Accept title to the Facilities, as defined below, as trustee for the State of California public school system. Title shall be conveyed by an instrument acceptable to the School District; and
- b. In the event the Charter School, or any subsequent charter school, ceases to use the Facility or an Event of Default occurs, the School District shall observe the requirements of Section 17078.62 of the California Education Code as set forth in Section 4.2 below.

Other than the duties set forth in this Article I, E(2), no duties or responsibilities shall be imposed upon the School District as the result of it holding title to the Facility in trust for the California public school system except for that which is expressly contained in this Agreement.

3. Securing Approvals, Permits and Other Entitlements. Notwithstanding State supplied bond funds, the State and the School District shall have no duty or obligation to secure, or expend funds or incur costs to secure, any approvals, permits and other entitlements for the Facility and operation of the Charter School. This limitation on duty and obligation shall apply to any repair, maintenance, modification, renovation, addition, expansion, re-construction or re-habilitation occurring after the completion of initial construction of the Facility ("Future Work").
4. Construction. The State and the School District shall have no duty or obligation to construct all or any portion of the Facility or any Future Work. In the event of abandonment or any failure to complete the construction of the Facility or any Future Work for any reason, the School District, as trustee, will secure the site while it observes the requirements of Section 4.2 below.
5. Additional Funds. Other than the grant and the loan approved and provided under the CSFP, the State shall not be obligated to provide additional funds or financing for the planning, design, construction (including change orders and completion of construction), operation or maintenance of the Facility. The School District, by virtue of holding title to the Facility as trustee for the California public school system, shall not be obligated to provide additional funds or financing for the planning, design, construction (including change orders and completion of construction), operation or maintenance of the Facility.
6. Cooperation. In the event Charter School fails to complete construction or rehabilitation of the Facilities for any reason or fails to operate a school at the Facilities for any reason, the School District agrees that as the owner in trust of the Facilities for the public school system, the School District shall cooperate with the State in its efforts to complete the construction of the Facilities or its effort to have a charter school operate from the Facilities; provided, that nothing in this MOU, the Funding Agreement, if applicable, and the Facilities Use Agreement shall require the School District to incur any costs or liabilities, or increase the School District's

duties, obligations or exposure to liability, unless agreed to in writing by the School District.

ARTICLE II – FINANCING OF THE CHARTER SCHOOL’S PROJECT

2.1 Fifty Percent Local Matching Share Obligation

- A. The Charter School’s Application for preliminary apportionment for the Facilities has been approved by the State. The Charter School’s Apportionment (“Apportionment”) is contingent upon the Charter School paying its 50% Local Matching Share obligation, which will be paid to the State by way of payments pursuant to the Funding Agreement.
- B. The Charter School’s Application for Final Apportionment for the Facilities has been approved by the State. The State will provide as a grant funding for fifty percent (50%) of the approved costs for the Facilities and the Charter School will be responsible for fifty percent (50%) of the approved costs for the Local Matching Share for the Facilities. The Final Apportionment Amount will be reduced by any amounts received by the Charter School through an Advance Apportionment(s). The amounts of the Preliminary, Advance, and Final Apportionments are set forth in Exhibit “A” of the Funding Agreement.
- C. The Charter School will receive initial funding from the State for the Local Matching Share, less any lump sum payments made by, or on behalf of, the Charter School.

2.2 Conditions for Release of Funding

The following conditions must be satisfied before the State will release funding:

- A. The Charter School shall comply with all funding release conditions contained in the Funding Agreement to the satisfaction of the State.
- B. The Charter School agrees to utilize its apportionment for purposes consistent with the CSFP, and consistent with the purposes for which it was approved. The Charter School shall comply with any and all requirements and conditions imposed upon it for the development and operation of the Facility by any applicable governmental agency.
- C. Each party is duly authorized to enter, deliver, and perform this MOU, the Funding Agreement, as applicable to the appropriate parties, and the Facilities Use Agreement, as applicable to the appropriate parties.
- D. Pursuant to the provisions in Education Code Section 17199.4, the charter school’s governing board approves the use of the intercept mechanism to make CSFP payments to the State. Evidence of filing of the intercept notice pursuant to 17199.4 in a form satisfactory to the Authority.

2.3 Charter School Facilities

- A. The Charter School’s Facilities includes the real property and all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property as described in its application for funding under CSFP.

- B. The Charter School's Facilities are located or will be located within the boundaries of the School District in the city and county as in Exhibit "D" of the Funding Agreement and is physically located within the school attendance area generating eligibility for funding, if applicable.
- C. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.
- D. The Charter School represents and warrants that it, by and through its officers, employees, agents and consultants, has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this Agreement. The Charter School is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs. The Charter School is solely responsible for identifying the real property, evaluating the condition of the title and suitability of the land for the Charter School's intended purpose, and negotiating and closing the acquisition of the real property. In addition, the Charter School is solely responsible for the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the real property

The State and/or the School District shall not have any obligation for construction work or improvements on or to the Facilities, to insure completion of construction, or provide additional funding in the event the Charter School determines it has insufficient funds to complete construction or operate the charter school. Pursuant to the CSFP, the School District is obligated to take title to the Facilities in trust for the benefit of the state public school system but such obligation does not make the School District a guarantor or warrantor of the Facilities and shall not impose any duty upon the School District to administer or oversee the construction of the Facilities by the Charter School, or in the event of any default prior to completion of construction, demolish all or any portion of the Facilities.

2.4 Payment

- A. The Charter School shall make payments to the State, as provided in the Funding Agreement in satisfaction of the requirements of the CSFP.
- B. This MOU, the Funding Agreement and the Facilities Use Agreement shall not be deemed to constitute a debt or liability or obligation of the State, the School District, or any political subdivision thereof, or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be a special obligation payable solely from the payments made by the Charter School. The obligation to make payments does not constitute an indebtedness of the Charter School or the School District, within the meaning of any constitutional or statutory debt limitation or restriction and in all cases shall be made solely from legally available funds.

- C. Pursuant to the provisions in Education Code Section 17199.4, the charter school's governing board approves the use of the intercept mechanism to make CSFP payments to the State.

ARTICLE III – SECURITY PROVISIONS

- A. If title to the real property is already held by the Charter School:
1. the Charter School, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the School District and the State, which shall convey title to the real property from the Charter School to the School District as trustee on behalf of the state public school system. The Charter School will convey to and the School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in any other provisions of this MOU. Prior to release of final apportionment, the Charter School must provide evidence to the State that title to the real property has been transferred to the School District. If Charter School fails to meet this requirement, Charter School will be in default of this MOU.
 2. The Charter School shall provide proof satisfactory to the State and the School District that all liens and encumbrances that may arise from the construction of the Facilities have been released and/or satisfied.
 3. The Charter School shall submit to the State and the School District for its review and acceptance a title report and a copy of each instrument listed in said title report. The title report shall be issued no more than thirty (30) calendar days prior to the date of submittal.
 4. The Charter School shall provide to the State and the School District for its review and acceptance an American Land Title Association (“ALTA”) survey which together with (3) above, shall be sufficient for the Charter School,, at its sole cost and expense, shall provide the School District with a ALTA owner’s policy for the benefit of the School District and the State.
- B. If title to the real property is not held by the Charter School, the School District, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the State, which shall convey title to the real property in trust on behalf of the state public school system. The School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in any other provisions of this MOU.
- C. The School District shall provide to the State for its review and files the original Final California Department of Education (“CDE”) approval subject to waivers and/or exemptions to the use of real property as a school facility; provided, that if CDE has provided the Charter School any waivers and/or exemptions the

Charter School shall obtain from CDE and provide to the School District a valid assignment of such waivers and/or exemptions. The purpose of the assignment is to ensure that the conveyance of fee title from the Charter School to the School District will not result in a situation whereby the Facilities then become non-compliant because of the transfer of fee simple title to the School District due to those requirements and standards that are typically imposed upon the School District.

- D. The School District shall provide to the State for its files the original “No Further Action” or “Further Action Letter” from the California Department of Toxic Substance Control (“DTSC”); provided, that if DTSC has issued a Further Action Letter, the Charter School shall provide to the School District proof satisfactory to the School District that all requirements of the Further Action Letter have been satisfied. Simultaneously with the delivery of the foregoing, the Charter School shall deliver to the State a copy of the documents delivered to the School District.
- E. The School District shall provide to the State for its review and files the final approval issued by DTSC for the final Preliminary Environmental Assessment (“PEA”) for the real property, if applicable.
- F. The School District shall provide to the State for its files the final approval of any applicable Federal, State, City or County agency necessary for the acquisition and construction of the Facilities, and the operation of the Facilities for an educational program conducted by the Charter School. As an example, and not as means of limitation, a charter school may require approval from the California Coastal Commission if a project will be located within its jurisdiction.
- G. Simultaneously with the delivery of the documents and instruments required in this Article III.A, the Charter School shall deliver to the State a copy of the same documents and instruments delivered to the School District.
- H. Title to the Facilities shall be conveyed to the School District by a grant deed or bill of sale, if applicable, agreed to and accepted by the School District. Title to the Facilities shall be held solely by the School District in whose boundaries the Facilities are to be located, in trust, for the benefit of the state public school system.
- I. Any person or entity providing a substantial contribution that is applied to the costs of the project in excess of the state share and the local matching share may be granted a security interest, as approved and memorialized in a written instrument executed by the State, to be satisfied from the proceeds, if any, realized when the property is ultimately disposed of. If the contribution was made for the explicit purpose of purchasing any asset with a normal life expectancy of less than twenty years, the security interest will be adjusted to reflect the depreciation of the assets. Contributions used solely to assist the applicant in meeting its local matching share shall not be entitled to a security interest. Where a contribution results in total project funding beyond the state and local matching shares, the contributor’s security interest shall be limited to the amount in excess of the state share and local matching share.

- J. If a default occurs and all payments have not been made, the security interest of any person or entity providing a substantial contribution to the costs of the project shall be satisfied only after the account is reimbursed for any remaining unpaid local matching share and the School District has been reimbursed for any costs and expenses incurred, if any, as the result of such default.
- K. Simultaneously with the execution of the Grant Deed, the Charter School and the School District shall enter into a Facilities Use Agreement, Exhibit "B". This Facility Use Agreement shall contain as standardized provisions the following, which must be addressed to the satisfaction of the State:
1. The acquisition and maintenance of all required licenses or permits. Any costs associated with licenses or permits shall not become an obligation of the State.
 2. The payment of all fees, and public charges of whatever nature accessed against the Facilities, including the payment of all taxes, and costs associated with telephone, water, sewer, gas, heat, electricity, garbage disposal, trash disposal, and all other services and utilities. Such fees and charges shall not become an obligation of the State.
 3. Prohibited uses of the Facilities, and provisions for the maintenance and repair of the Facilities. The State shall not under any circumstance be required to make any improvements or install any equipment on the Facilities, make any repairs, alterations or replacements of any nature to the Facilities, make any expenditures whatsoever in connection with this MOU or maintain the Facilities in any manner. The State shall not be required to maintain, repair or rebuild all or any part of the Facilities, and the Charter School or School District waive the provisions of Civil Code Sections 1941 and 1942 and any other law that would require the maintenance of the Facilities in a leasable condition or would provide the School District with the right to make repairs and deduct the cost of those repairs from its payments.
 4. The handling of hazardous materials.
 5. Insurance requirements, in addition to those specified in this MOU, for all risk (special-causes-of-loss) property and fire insurance; commercial general liability insurance; rental value insurance; worker's compensation insurance; flood and earthquake insurance as necessary; and such other types of insurance or endorsements to existing insurance as may be required by the School District.

ARTICLE IV – DEFAULT AND REMEDIES

4.1 Events of Default

The occurrence of any of the following shall constitute a "Default" or "Event of Default" under this Agreement:

- A. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one (1) year of receiving the certificate of occupancy issued by the Division of the State Architect.
- B. Failure by the Charter School to make any payment when due where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State or the School District.
- C. Failure by the Charter School to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required by the Funding Agreement and the Facilities Use Agreement, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State or the School District;
- D. Failure by the Charter School to provide reasonable evidence of compliance with all requirements whether expressly stated in this MOU, the Funding Agreement, or the Facilities Use Agreement or otherwise imposed by the State under the CSFP or other applicable law or failure to observe or perform any other applicable covenant, condition, or agreement, where such failure continues for thirty (30) calendar days after receiving written notice of the failure. If thirty (30) calendar days is insufficient and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.
- E. The Charter School shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School (unless, in the case of a petition filed against the Charter School, the same is dismissed in sixty (60) days) or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Charter School's Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provisions;
- F. The determination by the State that any material representation or warranty made by the Charter School was untrue in any material respect when made;
- G. The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code

Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal;

- H. The Charter School shall abandon the Facilities or breach the Facilities Use Agreement; and/or
- I. If the performance of the payment obligations of the Charter School is guaranteed, the actual or anticipatory failure or inability, for any reason, of the Guarantor to honor the guarantee as required, and the Charter School's failure to provide written alternative assurance or security, which when coupled with the Charter School's then-existing resources, equals or exceeds the combined financial resources that existed at the time this Agreement is executed. The Charter School shall have sixty (60) calendar days following written notice by the State, to provide the written alternative assurance or security.
- J. If an Event of Default occurs and the Charter School continues to occupy and/or possess the Facilities, the Charter School shall remain liable for the performance of all of the obligations of the Charter School under and subject to the Funding Agreement and the Facilities Use Agreement, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- K. Failure by the School District to acquire title of the Facilities as required prior to release of certain funds under Education Code Section 17078.63 or within 30 days of receipt of CSFP funds for site acquisition or final apportionment.

4.2 Remedies on Default

The parties acknowledge and agree that this MOU, the Funding Agreement and the Facilities Use Agreement represent a unique situation that is not limited by the standard landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. The parties agree that if any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:

- A. If an Event of Default occurs and the Charter School continues to occupy and/or possess the Facilities, the Charter School shall remain liable for the performance of all of the obligations of the Charter School under and subject to the Funding Agreement, as amended, and the Facilities Use Agreement, as amended, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- B. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, in accordance with Section 17078.62(b)(1) of the Education Code, the Charter School shall:
 - 1. have that time period specified in Section 17078.62 of the Education Code, as may be amended, to complete the review process contemplated in Section 47607 or 47607.5 of the Education Code, as may be amended; and

2. so long as the Charter School continues to use and occupy the Facilities, remain liable for the performance of all of the obligations of the Charter School under the Funding Agreement, as may be amended, and the Facilities Use Agreement, as may be amended, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- C. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, the Charter School shall not be liable under the Facilities Use Agreement, as may be amended, on the effective date of the last to occur of all of the following:
1. the Charter School completes the review process provided in Section 47607 or 47607.5 of the Education Code and the Charter School fails to obtain a renewal of its charter, or the Charter School relinquishes all rights to pursue or complete the review process provided in Section 47607 or 47607.5 of the Education Code and the Charter School notifies the State and the School District of its election; and
 2. the Charter School vacates the Facilities and relinquishes to the School District all right, title and interest in the occupancy and use of the Facilities.
- D. Upon the occurrence of Subsection C of this Section 4.2, the School District shall permit the Facility to be used in its "as is" and "where is" condition by another charter school:
1. that the State deems as qualified,
 2. whose charter petition is approved and is in good standing with the School District or charter authorizer; and
 3. that has agreed to a Funding Agreement with the State and a Facilities Use Agreement with the School District.
- E. In the event a successor charter school cannot be identified as provided in Subsection D of this Section 4.2, the School District may:
1. in accordance with Section 17078.62(b)(3) of the Education Code, take possession of and use the Facility as a public school facility; provided, that the School District shall be required to make payment to the State in accordance with Section 17078.62(b)(4) or the payments shall be reduced or eliminated if the School District satisfies the conditions set forth in Section 17078.62(b)(4)(A) and (B). In the event the payments do not qualify for reduction or elimination in accordance with Section 17078.62(b)(4)(A) and (B), the State and the School District shall enter into an agreement for the School District's assumption of the payment obligation under the Funding Agreement. Assumption of the payment obligation shall in no way release the Charter School from its payment obligations that accrued prior to the termination of the Funding Agreement or from the Charter School's obligations for any holdover; or

2. In accordance with Section 17078.62(b)(5) of the Education Code, if the School District declines to take possession of the Facilities or if the Facilities are no longer needed for public school purposes, the School District shall dispose of the Facilities in accordance with requirements for the disposal of surplus public school sites. The monetary proceeds from the disposal of the Facilities shall be applied in the following priority: (i) repay any unpaid local matching share in favor of the State; (ii) repay any security interest granted pursuant to Section 17078.57(a)(3)(B); and (iii) to the School District to be used for capital improvements in the School District.
 3. disclaims its remainder interest in the Facilities, the State shall succeed to title owner pursuant to its remainder interest.
- F. The State may proceed by appropriate court action to enforce specific performance by the Charter School of its covenants under the Funding Agreement and this MOU and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest, penalties, and late charges, and all other sums due the State. The Charter School shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs. The School District may proceed by appropriate court action to enforce this MOU and the Facilities Use Agreement against the Charter School.
- G. In the event of the Charter School's default and the recovery of the Facilities by the School District, the State shall have the right to recover from the Charter School via the intercept mechanism described in Section 17199.4 of the Education Code (i) the amount of all outstanding payments or other obligations (whether direct or indirect owed by the Charter School to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the Charter School to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the Charter School to the State.
- H. Notwithstanding anything to the contrary, the State, the Charter School and/or the School District may take whatever action at law or in equity that may appear necessary or desirable to enforce its respective rights with respect to this MOU, the Funding Agreement, or the Facilities Use Agreement or the Facilities, and the party or parties prevailing in the action shall have all of their respective costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this MOU, the Funding Agreement, and/or the Facilities Use Agreement or as otherwise permitted by law, paid by the parties against whom the action was brought.
- I. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this MOU, the Funding Agreement and the Facilities Use Agreement or existing at law or in equity. No delay or omission to

exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under the Agreements. All remedies herein conferred upon or reserved to the parties shall survive the termination of this MOU, the Funding Agreement and/or the Facilities Use Agreement.

- J. The State, in its discretion, may provide the Charter School the opportunity to cure Default for up to a thirty (30) calendar day period. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

ARTICLE V – MISCELLANEOUS

5.1 Release of Liability

The State and the School District are hereby released from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School or any of the Charter School's employees or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to the Facilities or the Charter School's Facilities, including those in any way connected with any materials or substances defined as hazardous under any applicable statute, ordinance, rule or regulation, presently in, on or under, or now or hereafter emanating from or migrating onto or under the Facilities. In connection with this release, the Charter School hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

5.2 Non-waiver

No waiver of any provision of this MOU, the Funding Agreement and/or the Facilities Use Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision contained in this MOU, the Funding Agreement and/or the Facilities Use Agreement, if applicable, must be in writing and executed by the applicable parties and will affect only the provision specified and only for the time and in the manner stated in the writing.

5.3 Indemnity

- A. Memorandum of Understanding. To the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the School District and/or the State as applicable, indemnify, defend and hold the School District and the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including

consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from: (a) any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of this MOU on the Charter School's part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities by the Charter School; (c) the condition of the Facilities, and any occurrence on the Facilities, from any cause whatsoever, and (d) any acts omissions or negligence of the Charter School or the Charter School's employees, agents or contractors in, on or about the Facilities.

- B. Facilities Use Agreement. The State is not a party to the Facilities Use Agreement and, as a result, to the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all Claims incurred in connection with or arising from any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of the Facilities Use Agreement on the Charter School's part to be observed or performed.
- C. Funding Agreement. The School District is not a party to the Funding Agreement and, as a result, to the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the School District as applicable, indemnify, defend and hold the School District harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of the Funding Agreement on the Charter School's part to be observed or performed.
- D. The Charter School will at all times protect and defend, at its own cost and expense, the title to the Facilities from and against all claims, liens and legal processes of creditors and keep all the Facilities and the title free and clear of all such claims, liens, and processes except for the liens created or expressly permitted under the Agreements and the CSFP.

5.4 Notice

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the State:
California School Finance Authority
300 S. Spring, Suite 8500
Los Angeles, CA 90013
Attention: Katrina Johantgen

If to the Charter School:
[CMO]
[CMO ADDRESS]
Attention: [MAIN CONTACT]

If to the School District:
[SCHOOL DISTRICT]
[DISTRICT ADDRESS]
Attention: [MAIN CONTACT]

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

5.5 Applicable Law

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

5.6 Amendments

- A. The terms of this MOU may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of all of the parties, or except as otherwise permitted by law.
- B. The terms of this MOU may be amended, or new agreements executed, as necessary, upon the application of the Charter School and the approval by the State and the School District of a final apportionment.

5.7 Force Majeure

The time for the State, the Charter School or the School District to perform any obligation or assert any right under this MOU or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

5.8 Severability

Should any provision of this Memorandum of Understanding be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

THE STATE:

STATE ALLOCATION BOARD:

By: _____

Name: _____

Title: _____

CALIFORNIA SCHOOL FINANCE AUTHORITY:

By: _____

Name: _____

Title: _____

THE SCHOOL DISTRICT:

By: _____

Name: _____

Title: _____

THE CHARTER SCHOOL:, ON BEHALF OF:

By: _____

Name: _____

Title: _____

Exhibit A
Funding Agreement
(attached)

Exhibit B

Facilities Use Agreement
(attached)

**CHARTER SCHOOL FACILITIES PROGRAM
MEMORANDUM OF UNDERSTANDING**

By and Among:

**[CMO], a Charter Management Organization,
on behalf of [CHARTER SCHOOL],
a California Charter School**

and

**[SCHOOL DISTRICT],
a California Public School District;**

and

**The State of California,
State Allocation Board and California School Finance Authority**

ARTICLE I – PURPOSE AND LIMITATION

- A. This Memorandum of Understanding (“MOU”) is made and entered into as of _____ (“Effective Date”) by and among the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the “State”); and the charter management organization identified above, on behalf of the charter school identified above, a California Charter School operating as a non-profit public benefit corporation, in accordance with Education Code Section 47604 (the charter management organization and charter school referenced above hereinafter individually and collectively referred to as “Charter School”) and the California Public School District identified above (“School District”). The provisions of this MOU shall be effective from and after the Effective Date and shall continue until all duties and obligations of the parties, as stated in this MOU, are carried out.
- B. The School District has applied to the State for financing of its charter school facilities project (“Facilities”) under the Charter School Facilities Program (“CSFP”) established pursuant to Article 12 of Chapter 12.5 of Part 10 of the California Education Code and the regulations for its implementation provided in Title 4, Cal. Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq., attached hereto and incorporated by reference. A copy of the Funding Agreement is attached as Exhibit “A”. A copy of the Authority’s Staff Summary of the Facilities are attached to the Funding Agreement as Exhibit “D” and incorporated herein by reference as a means of defining the Facilities.

- C. This MOU is intended to tie together two (2) separate legal agreements: (i) a Funding Agreement by and between the State, the School District; and (ii) a Facilities Use Agreement by and between the School District and the Charter School. In accordance with the CSFP, the State is the lender of certain monetary funds to the School District to acquire real property and/or construct improvements thereon. In accordance with Section 17078.57(a)(3)(A) of the California Education Code, the School District must hold title to the Facilities, acquired with the funds loaned by the State under the CSFP, in trust for the benefit of the state public school system. Pursuant to the CSFP, the School District as the holder in trust of the Facilities must provide the use of the Facilities to the Charter School for a charter school educational program and, hence, is the basis for the Facilities Use Agreement between the School District and the Charter School.

A copy of the Funding Agreement, Exhibit "A", and the School District's Facilities Use Agreement, Exhibit "B", are incorporated into this MOU solely for the purpose of setting forth the separate instruments for this transaction and not for the purpose of making the State a party to the Facilities Use Agreement. This MOU, the Funding Agreement and the Facilities Use Agreement (collectively, the "Agreements") set forth the entire agreements between the parties regarding the loan of funds and use of the real property pursuant to the CSFP. There are no understandings, agreements, representations, or warranties, express or implied, not specified herein regarding this MOU, the Funding Agreement and the Facilities Use Agreement; provided, that in the event any portion of this MOU, the Funding Agreement and/or the Facilities Use Agreement is held unenforceable by a court of competent jurisdiction, the remainder of the applicable agreement shall remain in full force and effect and shall not nullify the intent of the CSFP

- D. This MOU is being entered into in accordance with the requirements of the CSFP. To the extent this MOU is inconsistent or in conflict with the provisions of the CSFP and the implementing regulations, the CSFP and implementing regulations shall prevail.
- E. Notwithstanding any provision contained herein, the duties and obligations of the State and the School District shall be limited to the following:
1. The State. The State shall be responsible to administer the CSFP and determine eligibility of and compliance by the Charter School to the requirements of the CSFP. The School District shall have no duty or obligation to administer, monitor or enforce any requirements imposed upon the Charter School under the CSFP.
 2. The School District. The School District's duties and obligations under the CSFP shall be limited to the following:
 - a. Accept title to the Facilities, as defined below, as trustee for the State of California public school system. Title shall be conveyed by an instrument acceptable to the School District; and

- b. In the event the Charter School, or any subsequent charter school, ceases to use the Facility or an Event of Default occurs, the School District shall observe the requirements of Section 17078.62 of the California Education Code as set forth in Section 4.2 below.

Other than the duties set forth in this Article I, E(2), no duties or responsibilities shall be imposed upon the School District as the result of it holding title to the Facility in trust for the California public school system except for that which is expressly contained in this Agreement.

3. Securing Approvals, Permits and Other Entitlements. Notwithstanding State supplied bond funds, the State shall have no duty or obligation to secure, or expend funds or incur costs to secure, any approvals, permits and other entitlements for the Facility and operation of the Charter School. This limitation on duty and obligation shall apply to any repair, maintenance, modification, renovation, addition, expansion, reconstruction or re-habilitation occurring after the completion of initial construction of the Facility (“Future Work”).
4. Construction. The State shall have no duty or obligation to construct all or any portion of the Facility or any Future Work. In the event of abandonment or any failure to complete the construction of the Facility or any Future Work for any reason, the School District, as trustee, will secure the site while it observes the requirements of Section 4.2 below.
5. Additional Funds. Other than the grant and the loan approved and provided under the CSFP, the State shall not be obligated to provide additional funds or financing for the planning, design, construction (including change orders and completion of construction), operation or maintenance of the Facility.
6. Cooperation. In the event Charter School fails to operate a school at the Facilities for any reason, the School District agrees that as the owner in trust of the Facilities for the public school system, the School District shall cooperate with the State in its efforts to complete the construction of the Facilities or its effort to have a charter school operate from the Facilities;

ARTICLE II – FINANCING OF THE CHARTER SCHOOL’S PROJECT

2.1 Fifty Percent Local Matching Share Obligation

- A. The School District’s Application for preliminary apportionment for the Facilities has been approved by the State. The School District’s Apportionment (“Apportionment”) is contingent upon the School District paying its 50% Local Matching Share obligation, which will be paid to the State by the School District by way of payments pursuant to the Funding Agreement.
- B. The School District’s Application for Final Apportionment for the Facilities has been approved by the State. The State will provide as a grant funding for fifty percent (50%) of the approved costs for the Facilities and the School District will be responsible for fifty percent (50%) of the approved costs for the Local

Matching Share for the Facilities. The Final Apportionment Amount will be reduced by any amounts received by the School District through an Advance Apportionment(s). The amounts of the Preliminary, Advance, and Final Apportionments are set forth in Exhibit "A" of the Funding Agreement.

- C. The School District will receive initial funding from the State for the Local Matching Share, less any lump sum payments made by, or on behalf of, the Charter School.

2.2 Conditions for Release of Funding

The following conditions must be satisfied before the State will release funding:

- A. The Charter School and School District shall comply with all funding release conditions contained in the Funding Agreement to the satisfaction of the State.
- B. The School District agrees to utilize its apportionment for purposes consistent with the CSFP, and consistent with the purposes for which it was approved. The Charter School and School District shall comply with any and all requirements and conditions imposed upon it for the development and operation of the Facility by any applicable governmental agency.
- C. Each party is duly authorized to enter, deliver, and perform this MOU, the Funding Agreement, as applicable to the appropriate parties, and the Facilities Use Agreement, as applicable to the appropriate parties.
- D. Pursuant to the provisions in Education Code Section 17199.4, the School District's governing board approves the use of the intercept mechanism to make CSFP payments to the State. Evidence of filing of the intercept notice pursuant to 17199.4 in a form satisfactory to the Authority.

2.3 Charter School Facilities

The Facilities includes the real property and all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property as described in its application for funding under CSFP.

- A. The Facilities includes the real property and all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property, and built or acquired with State funds, as described in its application for funding under CSFP.
- B. The Facilities are located or will be located within the boundaries of the School District identified above in the city and county as in Exhibit "D" of the Funding Agreement.
- C. The Facilities are physically located within the geographical jurisdiction of the School District and the school attendance area generating eligibility for funding, if applicable.
- D. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.

- E. The Charter School represents and warrants that it, by and through its officers, employees, agents and consultants, has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this Agreement. The Charter School is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs. The School District is solely responsible for identifying the real property, evaluating the condition of the title and suitability of the land for the Facilities' intended purpose, and negotiating and closing the acquisition of the real property. In addition, the School District is solely responsible for the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the real property

The State shall not have any obligation for construction work or improvements on or to the Facilities, to insure completion of construction, or provide additional funding in the event the Charter School determines it has insufficient funds to complete construction or operate the charter school. Pursuant to the CSFP, the School District is obligated to take title to the Facilities in trust for the benefit of the state public school system.

2.4 Payment

- A. The School District shall make payments to the State, as provided in the Funding Agreement in satisfaction of the requirements of the CSFP.
- B. This MOU, the Funding Agreement and the Facilities Use Agreement shall not be deemed to constitute a debt or liability or obligation of the State or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be a special obligation payable solely from the payments made by the School District. The obligation to make payments does not constitute an indebtedness of the Charter School or the School District, within the meaning of any constitutional or statutory debt limitation or restriction and in all cases shall be made solely from legally available funds.
- C. Pursuant to the provisions in Education Code Section 17199.4, the School District's governing board approves the use of the intercept mechanism to make CSFP payments to the State.

ARTICLE III – SECURITY PROVISIONS

- A. If title to the real property is already held by the Charter School:
 - 1. the Charter School, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the School District and the State, which shall convey title to the real property from the Charter School to the School District as trustee on behalf of the state public school system. The Charter School will convey to and the School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in any other provisions of this MOU. Prior to release of final apportionment, the Charter School must

provide evidence to the State that title to the real property has been transferred to the School District. If Charter School fails to meet this requirement, Charter School will be in default of this MOU.

2. The Charter School shall provide proof satisfactory to the State and the School District that all liens and encumbrances that may arise from the construction of the Facilities have been released and/or satisfied.
 3. The Charter School shall submit to the State and the School District for its review and acceptance a title report and a copy of each instrument listed in said title report. The title report shall be issued no more than thirty (30) calendar days prior to the date of submittal.
 4. The Charter School shall provide to the State and the School District for its review and acceptance an American Land Title Association (“ALTA”) survey which together with (3) above, shall be sufficient for the Charter School,, at its sole cost and expense, shall provide the School District with a ALTA owner’s policy for the benefit of the School District and the State.
- B. If title to the real property is not held by the Charter School, the School District, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the State, which shall convey title to the real property in trust on behalf of the state public school system. The School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in any other provisions of this MOU.
- C. The School District shall provide to the State for its review and files the original Final California Department of Education (“CDE”) approval subject to waivers and/or exemptions to the use of real property as a school facility; provided, that if CDE has provided the Charter School any waivers and/or exemptions the Charter School shall obtain from CDE and provide to the School District a valid assignment of such waivers and/or exemptions. The purpose of the assignment is to ensure that the conveyance of fee title from the Charter School to the School District will not result in a situation whereby the Facilities then become non-compliant because of the transfer of fee simple title to the School District due to those requirements and standards that are typically imposed upon the School District.
- D. The School District shall provide to the State for its files the original “No Further Action” or “Further Action Letter” from the California Department of Toxic Substance Control (“DTSC”); provided, that if DTSC has issued a Further Action Letter, the Charter School shall provide to the School District proof satisfactory to the School District that all requirements of the Further Action Letter have been satisfied. Simultaneously with the delivery of the foregoing, the Charter School shall deliver to the State a copy of the documents delivered to the School District.

- E. The School District shall provide to the State for its review and files the final approval issued by DTSC for the final Preliminary Environmental Assessment (“PEA”) for the real property, if applicable.
- F. The School District shall provide to the State for its files the final approval of any applicable Federal, State, City or County agency necessary for the acquisition and construction of the Facilities, and the operation of the Facilities for an educational program conducted by the Charter School. As an example, and not as means of limitation, a charter school may require approval from the California Coastal Commission if a project will be located within its jurisdiction.
- G. Simultaneously with the delivery of the documents and instruments required in this Article III.A, the Charter School shall deliver to the State a copy of the same documents and instruments delivered to the School District.
- H. Title to the Facilities shall be conveyed to the School District by a grant deed or bill of sale, if applicable, agreed to and accepted by the School District. Title to the Facilities shall be held solely by the School District in whose boundaries the Facilities are to be located, in trust, for the benefit of the state public school system.
- I. Any person or entity providing a substantial contribution that is applied to the costs of the project in excess of the state share and the local matching share may be granted a security interest, as approved and memorialized in a written instrument executed by the State, to be satisfied from the proceeds, if any, realized when the property is ultimately disposed of. If the contribution was made for the explicit purpose of purchasing any asset with a normal life expectancy of less than twenty years, the security interest will be adjusted to reflect the depreciation of the assets. Contributions used solely to assist the applicant in meeting its local matching share shall not be entitled to a security interest. Where a contribution results in total project funding beyond the state and local matching shares, the contributor’s security interest shall be limited to the amount in excess of the state share and local matching share.
- J. If a default occurs and all payments have not been made, the security interest of any person or entity providing a substantial contribution to the costs of the project shall be satisfied only after the account is reimbursed for any remaining unpaid local matching share and the School District has been reimbursed for any costs and expenses incurred, if any, as the result of such default.
- K. Simultaneously with the execution of the Grant Deed, the Charter School and the School District shall enter into a Facilities Use Agreement, Exhibit “B”. This Facility Use Agreement shall contain as standardized provisions the following, which must be addressed to the satisfaction of the State:
 - 1. The acquisition and maintenance of all required licenses or permits. Any costs associated with licenses or permits shall not become an obligation of the State.
 - 2. The payment of all fees, and public charges of whatever nature accessed against the Facilities, including the payment of all taxes, and costs

associated with telephone, water, sewer, gas, heat, electricity, garbage disposal, trash disposal, and all other services and utilities. Such fees and charges shall not become an obligation of the State.

3. Prohibited uses of the Facilities, and provisions for the maintenance and repair of the Facilities. The State shall not under any circumstance be required to make any improvements or install any equipment on the Facilities, make any repairs, alterations or replacements of any nature to the Facilities, make any expenditures whatsoever in connection with this MOU or maintain the Facilities in any manner. The State shall not be required to maintain, repair or rebuild all or any part of the Facilities, and the Charter School or School District waive the provisions of Civil Code Sections 1941 and 1942 and any other law that would require the maintenance of the Facilities in a leasable condition or would provide the School District with the right to make repairs and deduct the cost of those repairs from its payments.
4. The handling of hazardous materials.
5. Insurance requirements, in addition to those specified in this MOU, for all risk (special-causes-of-loss) property and fire insurance; commercial general liability insurance; rental value insurance; worker's compensation insurance; flood and earthquake insurance as necessary; and such other types of insurance or endorsements to existing insurance as may be required by the School District.

ARTICLE IV – DEFAULT AND REMEDIES

4.1 Events of Default

The occurrence of any of the following shall constitute a “Default” or “Event of Default” under this Agreement:

- A. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one (1) year of receiving the certificate of occupancy issued by the Division of the State Architect.
- B. Failure by the School District to make any payment when due where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State or the School District.
- C. Failure by the Charter School or School District to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required by the Funding Agreement and the Facilities Use Agreement, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State or the School District;
- D. Failure by the Charter School or School District to provide reasonable evidence of compliance with all requirements whether expressly stated in this MOU, the Funding Agreement, or the Facilities Use Agreement or otherwise imposed by the State under the CSFP or other applicable law or failure to observe or perform any other applicable covenant, condition, or agreement, where such failure

continues for thirty (30) calendar days after receiving written notice of the failure. If thirty (30) calendar days is insufficient and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

- E. The Charter School or School District shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School or School District shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School or School District, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School or School District shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School or School District (unless, in the case of a petition filed against the Charter School or School District, the same is dismissed in sixty (60) days) or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Charter School's Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provisions;
- F. The determination by the State that any material representation or warranty made by the Charter School or School District was untrue in any material respect when made;
- G. The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal;
- H. The Charter School shall abandon the Facilities or breach the Facilities Use Agreement; and/or
- I. If the performance of the payment obligations of the School District is guaranteed, the actual or anticipatory failure or inability, for any reason, of the Guarantor to honor the guarantee as required, and the Charter School's failure to provide written alternative assurance or security, which when coupled with the Charter School's then-existing resources, equals or exceeds the combined financial resources that existed at the time this Agreement is executed. The Charter School shall have sixty (60) calendar days following written notice by the State, to provide the written alternative assurance or security.
- J. If an Event of Default occurs and the Charter School continues to occupy and/or possess the Facilities, the Charter School shall remain liable for the performance of all of the obligations of the Charter School under and subject to the Funding

Agreement and the Facilities Use Agreement, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.

- K. Failure by the School District to acquire title of the Facilities as required prior to release of certain funds under Education Code Section 17078.63 or within 30 days of receipt of CSFP funds for site acquisition or final apportionment.

4.2 Remedies on Default

The parties acknowledge and agree that this MOU, the Funding Agreement and the Facilities Use Agreement represent a unique situation that is not limited by the standard landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. The parties agree that if any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:

- A. If an Event of Default occurs and the Charter School continues to occupy and/or possess the Facilities, the School District shall remain liable for the performance of all of the obligations subject to the Funding Agreement, as amended, and the Facilities Use Agreement, as amended, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- B. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, in accordance with Section 17078.62(b)(1) of the Education Code, the School District shall:
 - 1. have that time period specified in Section 17078.62 of the Education Code, as may be amended, to complete the review process contemplated in Section 47607 or 47607.5 of the Education Code, as may be amended; and
 - 2. so long as the Charter School continues to use and occupy the Facilities, remain liable for the performance of all of the obligations of the Charter School under the Funding Agreement, as may be amended, and the Facilities Use Agreement, as may be amended, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- C. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, the Charter School shall not be liable under the Facilities Use Agreement, as may be amended, on the effective date of the last to occur of all of the following:
 - 1. the Charter School completes the review process provided in Section 47607 or 47607.5 of the Education Code, as may be amended, and the Charter School fails to obtain a renewal of its charter, or the Charter School relinquishes all rights to pursue or complete the review process provided in Section 47607 or 47607.5 of the Education Code, as may be amended, and the Charter School notifies the State and the School District of its election; and

2. the Charter School vacates the Facilities and relinquishes to the School District all right, title and interest in the occupancy and use of the Facilities.
- D. Upon the occurrence of Subsection C of this Section 4.2, the School District shall permit the Facility to be used in its “as is” and “where is” condition by another charter school:
1. that the State deems as qualified,
 2. whose charter petition is approved and is in good standing with the School District; and
 3. that has agreed to a Funding Agreement with the State and a Facilities Use Agreement with the Charter School.
- E. In the event a successor charter school cannot be identified as provided in Subsection D of this Section 4.2, the School District may:
1. in accordance with Section 17078.62(b)(3) of the Education Code, take possession of and use the Facility as a public school facility; provided, that the School District shall be required to make payment to the State in accordance with Section 17078.62(b)(4) or the payments shall be reduced or eliminated if the School District satisfies the conditions set forth in Section 17078.62(b)(4)(A) and (B). In the event the payments do not qualify for reduction or elimination in accordance with Section 17078.62(b)(4)(A) and (B), the State and the School District shall enter into an agreement for the School District’s assumption of the payment obligation under the Funding Agreement. Assumption of the payment obligation shall in no way release the Charter School from its payment obligations that accrued prior to the termination of the Funding Agreement or from the Charter School’s obligations for any holdover; or
 2. In accordance with Section 17078.62(b)(5) of the Education Code, if the School District declines to take possession of the Facilities or if the Facilities are no longer needed for public school purposes, the School District shall dispose of the Facilities in accordance with requirements for the disposal of surplus public school sites. The monetary proceeds from the disposal of the Facilities shall be applied in the following priority: (i) repay any unpaid local matching share in favor of the State; (ii) repay any security interest granted pursuant to Section 17078.57(a)(3)(B); and (iii) to the School District to be used for capital improvements in the School District.
 3. disclaims its remainder interest in the Facilities, the State shall succeed to title owner pursuant to its remainder interest.
- F. The State may proceed by appropriate court action to enforce specific performance by the Charter School or School District of its covenants under the Funding Agreement and this MOU and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest,

penalties, and late charges, and all other sums due the State. The Charter School shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs. The School District may proceed by appropriate court action to enforce this MOU and the Facilities Use Agreement against the Charter School.

- G. In the event of a default and the recovery of the Facilities by the School District, the State shall have the right to recover from the School District via the intercept mechanism described in Section 17199.4 of the Education Code (i) the amount of all outstanding payments or other obligations (whether direct or indirect owed by the School District to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the School District to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the School District to the State.
- H. Notwithstanding anything to the contrary, the State, the Charter School and/or the School District may take whatever action at law or in equity that may appear necessary or desirable to enforce its respective rights with respect to this MOU, the Funding Agreement, or the Facilities Use Agreement or the Facilities, and the party or parties prevailing in the action shall have all of their respective costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this MOU, the Funding Agreement, and/or the Facilities Use Agreement or as otherwise permitted by law, paid by the parties against whom the action was brought.
- I. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this MOU, the Funding Agreement and the Facilities Use Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under the Agreements. All remedies herein conferred upon or reserved to the parties shall survive the termination of this MOU, the Funding Agreement and/or the Facilities Use Agreement.

ARTICLE V – MISCELLANEOUS

5.1 Release of Liability

The State are hereby released from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School, School District or any of their respective employees or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to the Facilities including those in any way connected with any materials or substances defined as hazardous under any applicable statute, ordinance, rule or regulation, presently in, on or under, or

now or hereafter emanating from or migrating onto or under the Facilities. In connection with this release, the Charter School hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

5.2 Non-waiver

No waiver of any provision of this MOU, the Funding Agreement and/or the Facilities Use Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision contained in this MOU, the Funding Agreement and/or the Facilities Use Agreement, if applicable, must be in writing and executed by the applicable parties and will affect only the provision specified and only for the time and in the manner stated in the writing.

5.3 Indemnity

- A. Memorandum of Understanding. To the fullest extent permitted by law the Charter School and School District shall at the each's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from: (a) any breach or default by the Charter School or School District in the observance or performance of any of the terms, covenants or conditions of this MOU on the Charter School's or School District's part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities by the Charter School; (c) the condition of the Facilities, and any occurrence on the Facilities, from any cause whatsoever, and (d) any acts omissions or negligence of the Charter School, the School District or either's employees, agents or contractors in, on or about the Facilities.
- B. Facilities Use Agreement. The State is not a party to the Facilities Use Agreement and, as a result, to the fullest extent permitted by law the Charter School and School District shall at the each's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all Claims incurred in connection with or arising from any breach or default by the Charter School or School District in the observance or performance of any of the terms, covenants or conditions of the Facilities Use Agreement to be observed or performed..
- C. The Charter School and School District will at all times protect and defend, at its own cost and expense, the title to the Facilities from and against all claims, liens and legal processes of creditors and keep all the Facilities and the title free and

clear of all such claims, liens, and processes except for the liens created or expressly permitted under the Agreements and the CSFP.

5.4 Notice

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the State:

**California School Finance Authority
300 S. Spring, Suite 8500
Los Angeles, CA 90013
Attention: Katrina Johantgen**

If to the Charter School:

**[SCHOOL]
[SCHOOL ADDRESS]
Attention: [MAIN CONTACT]**

If to the School District:

**[SCHOOL DISTRICT]
[DISTRICT ADDRESS]
Attention: [MAIN CONTACT]**

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

5.5 Applicable Law

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

5.6 Amendments

- A. The terms of this MOU may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of all of the parties, or except as otherwise permitted by law.

B. The terms of this MOU may be amended, or new agreements executed, as necessary, upon the application of the Charter School and School District and the approval by the State of a final apportionment.

5.7 Force Majeure

The time for the State, the Charter School or the School District to perform any obligation or assert any right under this MOU or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

5.8 Severability

Should any provision of this Memorandum of Understanding be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

THE STATE:

STATE ALLOCATION BOARD:

By: _____

Name: _____

Title: _____

CALIFORNIA SCHOOL FINANCE AUTHORITY:

By: _____

Name: _____

Title: _____

THE SCHOOL DISTRICT:

By: _____

Name: _____

Title: _____

THE CHARTER SCHOOL:

By: _____

Name: _____

Title: _____

Exhibit A
Funding Agreement
(attached)

Exhibit B

Facilities Use Agreement
(attached)

**CHARTER SCHOOL FACILITIES PROGRAM
MEMORANDUM OF UNDERSTANDING**

By and Among:

**[CHARTER SCHOOL],
a California Charter School**

and

**[SCHOOL DISTRICT],
a California Public School District;**

and

**The State of California,
State Allocation Board and California School Finance Authority**

ARTICLE I – PURPOSE AND LIMITATION

- A. This Memorandum of Understanding (“MOU”) is made and entered into as of _____ (“Effective Date”) by and among the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the “State”); and the charter school identified above, a California Charter School operating as a non-profit public benefit corporation, in accordance with Education Code Section 47604 (“Charter School”) and the California Public School District identified above (“School District”). The provisions of this MOU shall be effective from and after the Effective Date and shall continue until all duties and obligations of the parties, as stated in this MOU, are carried out.
- B. The School District has applied to the State for financing of its charter school facilities project (“Facilities”) under the Charter School Facilities Program (“CSFP”) established pursuant to Article 12 of Chapter 12.5 of Part 10 of the California Education Code and the regulations for its implementation provided in Title 4, Cal. Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq., attached hereto and incorporated by reference. A copy of the Funding Agreement is attached as Exhibit “A”. A copy of the Authority’s Staff Summary of the Facilities are attached to the Funding Agreement as Exhibit “D” and incorporated herein by reference as a means of defining the Facilities.

- C. This MOU is intended to tie together two (2) separate legal agreements: (i) a Funding Agreement by and between the State, the School District; and (ii) a Facilities Use Agreement by and between the School District and the Charter School. In accordance with the CSFP, the State is the lender of certain monetary funds to the School District to acquire real property and/or construct improvements thereon. In accordance with Section 17078.57(a)(3)(A) of the California Education Code, the School District must hold title to the Facilities, acquired with the funds loaned by the State under the CSFP, in trust for the benefit of the state public school system. Pursuant to the CSFP, the School District as the holder in trust of the Facilities must provide the use of the Facilities to the Charter School for a charter school educational program and, hence, is the basis for the Facilities Use Agreement between the School District and the Charter School.

A copy of the Funding Agreement, Exhibit "A", and the School District's Facilities Use Agreement, Exhibit "B", are incorporated into this MOU solely for the purpose of setting forth the separate instruments for this transaction and not for the purpose of making the State a party to the Facilities Use Agreement. This MOU, the Funding Agreement and the Facilities Use Agreement (collectively, the "Agreements") set forth the entire agreements between the parties regarding the loan of funds and use of the real property pursuant to the CSFP. There are no understandings, agreements, representations, or warranties, express or implied, not specified herein regarding this MOU, the Funding Agreement and the Facilities Use Agreement; provided, that in the event any portion of this MOU, the Funding Agreement and/or the Facilities Use Agreement is held unenforceable by a court of competent jurisdiction, the remainder of the applicable agreement shall remain in full force and effect and shall not nullify the intent of the CSFP

- D. This MOU is being entered into in accordance with the requirements of the CSFP. To the extent this MOU is inconsistent or in conflict with the provisions of the CSFP and the implementing regulations, the CSFP and implementing regulations shall prevail.
- E. Notwithstanding any provision contained herein, the duties and obligations of the State and the School District shall be limited to the following:
1. The State. The State shall be responsible to administer the CSFP and determine eligibility of and compliance by the Charter School to the requirements of the CSFP. The School District shall have no duty or obligation to administer, monitor or enforce any requirements imposed upon the Charter School under the CSFP.
 2. The School District. The School District's duties and obligations under the CSFP shall be limited to the following:
 - a. Accept title to the Facilities, as defined below, as trustee for the State of California public school system. Title shall be conveyed by an instrument acceptable to the School District; and

- b. In the event the Charter School, or any subsequent charter school, ceases to use the Facility or an Event of Default occurs, the School District shall observe the requirements of Section 17078.62 of the California Education Code as set forth in Section 4.2 below.

Other than the duties set forth in this Article I, E(2), no duties or responsibilities shall be imposed upon the School District as the result of it holding title to the Facility in trust for the California public school system except for that which is expressly contained in this Agreement.

3. Securing Approvals, Permits and Other Entitlements. Notwithstanding State supplied bond funds, the State shall have no duty or obligation to secure, or expend funds or incur costs to secure, any approvals, permits and other entitlements for the Facility and operation of the Charter School. This limitation on duty and obligation shall apply to any repair, maintenance, modification, renovation, addition, expansion, reconstruction or re-habilitation occurring after the completion of initial construction of the Facility (“Future Work”).
4. Construction. The State shall have no duty or obligation to construct all or any portion of the Facility or any Future Work. In the event of abandonment or any failure to complete the construction of the Facility or any Future Work for any reason, the School District, as trustee, will secure the site while it observes the requirements of Section 4.2 below.
5. Additional Funds. Other than the grant and the loan approved and provided under the CSFP, the State shall not be obligated to provide additional funds or financing for the planning, design, construction (including change orders and completion of construction), operation or maintenance of the Facility.
6. Cooperation. In the event Charter School fails to operate a school at the Facilities for any reason, the School District agrees that as the owner in trust of the Facilities for the public school system, the School District shall cooperate with the State in its efforts to complete the construction of the Facilities or its effort to have a charter school operate from the Facilities;

ARTICLE II – FINANCING OF THE CHARTER SCHOOL’S PROJECT

2.1 Fifty Percent Local Matching Share Obligation

- A. The School District’s Application for preliminary apportionment for the Facilities has been approved by the State. The School District’s Apportionment (“Apportionment”) is contingent upon the School District paying its 50% Local Matching Share obligation, which will be paid to the State by the School District by way of payments pursuant to the Funding Agreement.
- B. The School District’s Application for Final Apportionment for the Facilities has been approved by the State. The State will provide as a grant funding for fifty percent (50%) of the approved costs for the Facilities and the School District will be responsible for fifty percent (50%) of the approved costs for the Local

Matching Share for the Facilities. The Final Apportionment Amount will be reduced by any amounts received by the School District through an Advance Apportionment(s). The amounts of the Preliminary, Advance, and Final Apportionments are set forth in Exhibit "A" of the Funding Agreement.

- C. The School District will receive initial funding from the State for the Local Matching Share, less any lump sum payments made by, or on behalf of, the Charter School.

2.2 Conditions for Release of Funding

The following conditions must be satisfied before the State will release funding:

- A. The Charter School and School District shall comply with all funding release conditions contained in the Funding Agreement to the satisfaction of the State.
- B. The School District agrees to utilize its apportionment for purposes consistent with the CSFP, and consistent with the purposes for which it was approved. The Charter School and School District shall comply with any and all requirements and conditions imposed upon it for the development and operation of the Facility by any applicable governmental agency.
- C. Each party is duly authorized to enter, deliver, and perform this MOU, the Funding Agreement, as applicable to the appropriate parties, and the Facilities Use Agreement, as applicable to the appropriate parties.
- D. Pursuant to the provisions in Education Code Section 17199.4, the School District's governing board approves the use of the intercept mechanism to make CSFP payments to the State. Evidence of filing of the intercept notice pursuant to 17199.4 in a form satisfactory to the Authority.

2.3 Charter School Facilities

The Facilities includes the real property and all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property as described in its application for funding under CSFP.

- A. The Facilities includes the real property and all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property, and built or acquired with State funds, as described in its application for funding under CSFP.
- B. The Facilities are located or will be located within the boundaries of the School District identified above in the city and county as in Exhibit "D" of the Funding Agreement.
- C. The Facilities are physically located within the geographical jurisdiction of the School District and the school attendance area generating eligibility for funding, if applicable.
- D. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.

- E. The Charter School represents and warrants that it, by and through its officers, employees, agents and consultants, has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this Agreement. The Charter School is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs. The School District is solely responsible for identifying the real property, evaluating the condition of the title and suitability of the land for the Facilities' intended purpose, and negotiating and closing the acquisition of the real property. In addition, the School District is solely responsible for the construction of all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the real property

The State shall not have any obligation for construction work or improvements on or to the Facilities, to insure completion of construction, or provide additional funding in the event the Charter School determines it has insufficient funds to complete construction or operate the charter school. Pursuant to the CSFP, the School District is obligated to take title to the Facilities in trust for the benefit of the state public school system.

2.4 Payment

- A. The School District shall make payments to the State, as provided in the Funding Agreement in satisfaction of the requirements of the CSFP.
- B. This MOU, the Funding Agreement and the Facilities Use Agreement shall not be deemed to constitute a debt or liability or obligation of the State or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be a special obligation payable solely from the payments made by the School District. The obligation to make payments does not constitute an indebtedness of the Charter School or the School District, within the meaning of any constitutional or statutory debt limitation or restriction and in all cases shall be made solely from legally available funds.
- C. Pursuant to the provisions in Education Code Section 17199.4, the School District's governing board approves the use of the intercept mechanism to make CSFP payments to the State.

ARTICLE III – SECURITY PROVISIONS

- A. If title to the real property is already held by the Charter School:
 - 1. the Charter School, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the School District and the State, which shall convey title to the real property from the Charter School to the School District as trustee on behalf of the state public school system. The Charter School will convey to and the School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in any other provisions of this MOU. Prior to release of final apportionment, the Charter School must

provide evidence to the State that title to the real property has been transferred to the School District. If Charter School fails to meet this requirement, Charter School will be in default of this MOU.

2. The Charter School shall provide proof satisfactory to the State and the School District that all liens and encumbrances that may arise from the construction of the Facilities have been released and/or satisfied.
 3. The Charter School shall submit to the State and the School District for its review and acceptance a title report and a copy of each instrument listed in said title report. The title report shall be issued no more than thirty (30) calendar days prior to the date of submittal.
 4. The Charter School shall provide to the State and the School District for its review and acceptance an American Land Title Association ("ALTA") survey which together with (3) above, shall be sufficient for the Charter School,, at its sole cost and expense, shall provide the School District with a ALTA owner's policy for the benefit of the School District and the State.
- B. If title to the real property is not held by the Charter School, the School District, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the State, which shall convey title to the real property in trust on behalf of the state public school system. The School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so ever other than those included in any other provisions of this MOU.
- C. The School District shall provide to the State for its review and files the original Final California Department of Education ("CDE") approval subject to waivers and/or exemptions to the use of real property as a school facility; provided, that if CDE has provided the Charter School any waivers and/or exemptions the Charter School shall obtain from CDE and provide to the School District a valid assignment of such waivers and/or exemptions. The purpose of the assignment is to ensure that the conveyance of fee title from the Charter School to the School District will not result in a situation whereby the Facilities then become non-compliant because of the transfer of fee simple title to the School District due to those requirements and standards that are typically imposed upon the School District.
- D. The School District shall provide to the State for its files the original "No Further Action" or "Further Action Letter" from the California Department of Toxic Substance Control ("DTSC"); provided, that if DTSC has issued a Further Action Letter, the Charter School shall provide to the School District proof satisfactory to the School District that all requirements of the Further Action Letter have been satisfied. Simultaneously with the delivery of the foregoing, the Charter School shall deliver to the State a copy of the documents delivered to the School District.

- E. The School District shall provide to the State for its review and files the final approval issued by DTSC for the final Preliminary Environmental Assessment (“PEA”) for the real property, if applicable.
- F. The School District shall provide to the State for its files the final approval of any applicable Federal, State, City or County agency necessary for the acquisition and construction of the Facilities, and the operation of the Facilities for an educational program conducted by the Charter School. As an example, and not as means of limitation, a charter school may require approval from the California Coastal Commission if a project will be located within its jurisdiction.
- G. Simultaneously with the delivery of the documents and instruments required in this Article III.A, the Charter School shall deliver to the State a copy of the same documents and instruments delivered to the School District.
- H. Title to the Facilities shall be conveyed to the School District by a grant deed or bill of sale, if applicable, agreed to and accepted by the School District. Title to the Facilities shall be held solely by the School District in whose boundaries the Facilities are to be located, in trust, for the benefit of the state public school system.
- I. Any person or entity providing a substantial contribution that is applied to the costs of the project in excess of the state share and the local matching share may be granted a security interest, as approved and memorialized in a written instrument executed by the State, to be satisfied from the proceeds, if any, realized when the property is ultimately disposed of. If the contribution was made for the explicit purpose of purchasing any asset with a normal life expectancy of less than twenty years, the security interest will be adjusted to reflect the depreciation of the assets. Contributions used solely to assist the applicant in meeting its local matching share shall not be entitled to a security interest. Where a contribution results in total project funding beyond the state and local matching shares, the contributor’s security interest shall be limited to the amount in excess of the state share and local matching share.
- J. If a default occurs and all payments have not been made, the security interest of any person or entity providing a substantial contribution to the costs of the project shall be satisfied only after the account is reimbursed for any remaining unpaid local matching share and the School District has been reimbursed for any costs and expenses incurred, if any, as the result of such default.
- K. Simultaneously with the execution of the Grant Deed, the Charter School and the School District shall enter into a Facilities Use Agreement, Exhibit “B”. This Facility Use Agreement shall contain as standardized provisions the following, which must be addressed to the satisfaction of the State:
 - 1. The acquisition and maintenance of all required licenses or permits. Any costs associated with licenses or permits shall not become an obligation of the State.
 - 2. The payment of all fees, and public charges of whatever nature accessed against the Facilities, including the payment of all taxes, and costs

associated with telephone, water, sewer, gas, heat, electricity, garbage disposal, trash disposal, and all other services and utilities. Such fees and charges shall not become an obligation of the State.

3. Prohibited uses of the Facilities, and provisions for the maintenance and repair of the Facilities. The State shall not under any circumstance be required to make any improvements or install any equipment on the Facilities, make any repairs, alterations or replacements of any nature to the Facilities, make any expenditures whatsoever in connection with this MOU or maintain the Facilities in any manner. The State shall not be required to maintain, repair or rebuild all or any part of the Facilities, and the Charter School or School District waive the provisions of Civil Code Sections 1941 and 1942 and any other law that would require the maintenance of the Facilities in a leasable condition or would provide the School District with the right to make repairs and deduct the cost of those repairs from its payments.
4. The handling of hazardous materials.
5. Insurance requirements, in addition to those specified in this MOU, for all risk (special-causes-of-loss) property and fire insurance; commercial general liability insurance; rental value insurance; worker's compensation insurance; flood and earthquake insurance as necessary; and such other types of insurance or endorsements to existing insurance as may be required by the School District.

ARTICLE IV – DEFAULT AND REMEDIES

4.1 Events of Default

The occurrence of any of the following shall constitute a “Default” or “Event of Default” under this Agreement:

- A. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one (1) year of receiving the certificate of occupancy issued by the Division of the State Architect.
- B. Failure by the School District to make any payment when due where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State or the School District.
- C. Failure by the Charter School or School District to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required by the Funding Agreement and the Facilities Use Agreement, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State or the School District;
- D. Failure by the Charter School or School District to provide reasonable evidence of compliance with all requirements whether expressly stated in this MOU, the Funding Agreement, or the Facilities Use Agreement or otherwise imposed by the State under the CSFP or other applicable law or failure to observe or perform any other applicable covenant, condition, or agreement, where such failure

continues for thirty (30) calendar days after receiving written notice of the failure. If thirty (30) calendar days is insufficient and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

- E. The Charter School or School District shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School or School District shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School or School District, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School or School District shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School or School District (unless, in the case of a petition filed against the Charter School or School District, the same is dismissed in sixty (60) days) or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Charter School's Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provisions;
- F. The determination by the State that any material representation or warranty made by the Charter School or School District was untrue in any material respect when made;
- G. The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal;
- H. The Charter School shall abandon the Facilities or breach the Facilities Use Agreement; and/or
- I. If the performance of the payment obligations of the School District is guaranteed, the actual or anticipatory failure or inability, for any reason, of the Guarantor to honor the guarantee as required, and the Charter School's failure to provide written alternative assurance or security, which when coupled with the Charter School's then-existing resources, equals or exceeds the combined financial resources that existed at the time this Agreement is executed. The Charter School shall have sixty (60) calendar days following written notice by the State, to provide the written alternative assurance or security.
- J. If an Event of Default occurs and the Charter School continues to occupy and/or possess the Facilities, the Charter School shall remain liable for the performance of all of the obligations of the Charter School under and subject to the Funding

Agreement and the Facilities Use Agreement, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.

- K. Failure by the School District to acquire title of the Facilities as required prior to release of certain funds under Education Code Section 17078.63 or within 30 days of receipt of CSFP funds for site acquisition or final apportionment.

4.2 Remedies on Default

The parties acknowledge and agree that this MOU, the Funding Agreement and the Facilities Use Agreement represent a unique situation that is not limited by the standard landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. The parties agree that if any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:

- A. If an Event of Default occurs and the Charter School continues to occupy and/or possess the Facilities, the School District shall remain liable for the performance of all of the obligations subject to the Funding Agreement, as amended, and the Facilities Use Agreement, as amended, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- B. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, in accordance with Section 17078.62(b)(1) of the Education Code, the School District shall:
 - 1. have that time period specified in Section 17078.62 of the Education Code, as may be amended, to complete the review process contemplated in Section 47607 or 47607.5 of the Education Code, as may be amended; and
 - 2. so long as the Charter School continues to use and occupy the Facilities, remain liable for the performance of all of the obligations of the Charter School under the Funding Agreement, as may be amended, and the Facilities Use Agreement, as may be amended, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- C. If the Event of Default is solely because the Charter School's chartering authority has revoked or declined to renew the Charter School's charter, the Charter School shall not be liable under the Facilities Use Agreement, as may be amended, on the effective date of the last to occur of all of the following:
 - 1. the Charter School completes the review process provided in Section 47607 or 47607.5 of the Education Code, as may be amended, and the Charter School fails to obtain a renewal of its charter, or the Charter School relinquishes all rights to pursue or complete the review process provided in Section 47607 or 47607.5 of the Education Code, as may be amended, and the Charter School notifies the State and the School District of its election; and

2. the Charter School vacates the Facilities and relinquishes to the School District all right, title and interest in the occupancy and use of the Facilities.
- D. Upon the occurrence of Subsection C of this Section 4.2, the School District shall permit the Facility to be used in its “as is” and “where is” condition by another charter school:
1. that the State deems as qualified,
 2. whose charter petition is approved and is in good standing with the School District; and
 3. that has agreed to a Funding Agreement with the State and a Facilities Use Agreement with the Charter School.
- E. In the event a successor charter school cannot be identified as provided in Subsection D of this Section 4.2, the School District may:
1. in accordance with Section 17078.62(b)(3) of the Education Code, take possession of and use the Facility as a public school facility; provided, that the School District shall be required to make payment to the State in accordance with Section 17078.62(b)(4) or the payments shall be reduced or eliminated if the School District satisfies the conditions set forth in Section 17078.62(b)(4)(A) and (B). In the event the payments do not qualify for reduction or elimination in accordance with Section 17078.62(b)(4)(A) and (B), the State and the School District shall enter into an agreement for the School District’s assumption of the payment obligation under the Funding Agreement. Assumption of the payment obligation shall in no way release the Charter School from its payment obligations that accrued prior to the termination of the Funding Agreement or from the Charter School’s obligations for any holdover; or
 2. In accordance with Section 17078.62(b)(5) of the Education Code, if the School District declines to take possession of the Facilities or if the Facilities are no longer needed for public school purposes, the School District shall dispose of the Facilities in accordance with requirements for the disposal of surplus public school sites. The monetary proceeds from the disposal of the Facilities shall be applied in the following priority: (i) repay any unpaid local matching share in favor of the State; (ii) repay any security interest granted pursuant to Section 17078.57(a)(3)(B); and (iii) to the School District to be used for capital improvements in the School District.
 3. disclaims its remainder interest in the Facilities, the State shall succeed to title owner pursuant to its remainder interest.
- F. The State may proceed by appropriate court action to enforce specific performance by the Charter School or School District of its covenants under the Funding Agreement and this MOU and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest,

penalties, and late charges, and all other sums due the State. The Charter School shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs. The School District may proceed by appropriate court action to enforce this MOU and the Facilities Use Agreement against the Charter School.

- G. In the event of a default and the recovery of the Facilities by the School District, the State shall have the right to recover from the School District via the intercept mechanism described in Section 17199.4 of the Education Code (i) the amount of all outstanding payments or other obligations (whether direct or indirect owed by the School District to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the School District to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the School District to the State.
- H. Notwithstanding anything to the contrary, the State, the Charter School and/or the School District may take whatever action at law or in equity that may appear necessary or desirable to enforce its respective rights with respect to this MOU, the Funding Agreement, or the Facilities Use Agreement or the Facilities, and the party or parties prevailing in the action shall have all of their respective costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this MOU, the Funding Agreement, and/or the Facilities Use Agreement or as otherwise permitted by law, paid by the parties against whom the action was brought.
- I. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this MOU, the Funding Agreement and the Facilities Use Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under the Agreements. All remedies herein conferred upon or reserved to the parties shall survive the termination of this MOU, the Funding Agreement and/or the Facilities Use Agreement.

ARTICLE V – MISCELLANEOUS

5.1 Release of Liability

The State are hereby released from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School, School District or any of their respective employees or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to the Facilities including those in any way connected with any materials or substances defined as hazardous under any applicable statute, ordinance, rule or regulation, presently in, on or under, or

now or hereafter emanating from or migrating onto or under the Facilities. In connection with this release, the Charter School hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

5.2 Non-waiver

No waiver of any provision of this MOU, the Funding Agreement and/or the Facilities Use Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision contained in this MOU, the Funding Agreement and/or the Facilities Use Agreement, if applicable, must be in writing and executed by the applicable parties and will affect only the provision specified and only for the time and in the manner stated in the writing.

5.3 Indemnity

- A. Memorandum of Understanding. To the fullest extent permitted by law the Charter School and School District shall at the each's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from: (a) any breach or default by the Charter School or School District in the observance or performance of any of the terms, covenants or conditions of this MOU on the Charter School's or School District's part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities by the Charter School; (c) the condition of the Facilities, and any occurrence on the Facilities, from any cause whatsoever, and (d) any acts omissions or negligence of the Charter School, the School District or either's employees, agents or contractors in, on or about the Facilities.
- B. Facilities Use Agreement. The State is not a party to the Facilities Use Agreement and, as a result, to the fullest extent permitted by law the Charter School and School District shall at the each's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the State harmless from and against any and all Claims incurred in connection with or arising from any breach or default by the Charter School or School District in the observance or performance of any of the terms, covenants or conditions of the Facilities Use Agreement to be observed or performed.
- C. The Charter School and School District will at all times protect and defend, at its own cost and expense, the title to the Facilities from and against all claims, liens and legal processes of creditors and keep all the Facilities and the title free and

clear of all such claims, liens, and processes except for the liens created or expressly permitted under the Agreements and the CSFP.

5.4 Notice

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the State:

**California School Finance Authority
300 S. Spring, Suite 8500
Los Angeles, CA 90013
Attention: Katrina Johantgen**

If to the Charter School:

**[SCHOOL]
[SCHOOL ADDRESS]
Attention: [MAIN CONTACT]**

If to the School District:

**[SCHOOL DISTRICT]
[DISTRICT ADDRESS]
Attention: [MAIN CONTACT]**

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

5.5 Applicable Law

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

5.6 Amendments

- A. The terms of this MOU may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of all of the parties, or except as otherwise permitted by law.

B. The terms of this MOU may be amended, or new agreements executed, as necessary, upon the application of the Charter School and School District and the approval by the State of a final apportionment.

5.7 Force Majeure

The time for the State, the Charter School or the School District to perform any obligation or assert any right under this MOU or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

5.8 Severability

Should any provision of this Memorandum of Understanding be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

THE STATE:

STATE ALLOCATION BOARD:

By: _____

Name: _____

Title: _____

CALIFORNIA SCHOOL FINANCE AUTHORITY:

By: _____

Name: _____

Title: _____

THE SCHOOL DISTRICT:

By: _____

Name: _____

Title: _____

THE CHARTER SCHOOL:

By: _____

Name: _____

Title: _____

Exhibit A
Funding Agreement
(attached)

Exhibit B

Facilities Use Agreement
(attached)

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, August 15, 2018

SCHOOL FACILITY PROGRAM
CAREER TECHNICAL EDUCATION FACILITIES PROGRAM

PURPOSE OF REPORT

To present a rescission under the School Facility Program (SFP) Career Technical Education Facilities Program (CTEFP).

DESCRIPTION

On May 25, 2018, the State Allocation Board approved a new construction Career Technical Education Facilities Project for Clovis Unified School District in the amount of \$1,478,787. Staff has since determined that the project is ineligible for the requested funding. The project is located on the Center for Advanced Research and Technology site, which is a Joint Powers Authority (JPA) site and not a comprehensive high school site as required for CTEFP new construction funding. Statute and School Facility Program (SFP) Regulations limit JPA funding to modernization. Therefore, the application must be rescinded.

AUTHORITY

See Attachment A.

STAFF ANALYSIS/STATEMENTS

Education Code Section 17078.72 and SFP Regulation Section 1859.192 allows a local educational agency operating a comprehensive high school to receive CTEFP funding for a new construction or modernization project. However, an eligible Joint Powers Authority (JPA) may only receive funding for a modernization project. During processing, Staff misidentified the site in the District's application as a comprehensive high school. Upon further review, OPSC learned that the Center for Advance Research and Technology is a JPA between the Clovis and Fresno Unified School Districts. The Center for Advance Research and Technology does not meet the eligibility requirement to receive CTEFP new construction funding. Staff recommends approval of the rescission of the CTEFP funding item in Attachment B.

RECOMMENDATION

Approve the rescission of application number 55/62117-00-007 in the amount of \$1,478,787 as shown in Attachment B.

ATTACHMENT A

Authority

EC Section 17078.72 Career Technical Education Facilities Program Eligibility states in part:

(e) New construction grants shall not exceed three million dollars (\$3,000,000) per project per schoolsite, inclusive of equipment, and shall only be allocated to comprehensive high schools that have an active Career Technical Advisory Committee pursuant to Section 8070, in either of the following methods:

...

(f) Modernization grants shall not exceed one million five hundred thousand dollars (\$1,500,000) per project per schoolsite, inclusive of equipment and may be awarded to comprehensive high schools or joint power authorities currently operating career technical education programs that have an active Career Technical Advisory Committee pursuant to Section 8070 for the purpose of reconfiguration. For comprehensive high schools, the grant shall be supplemental to the per pupil allocation pursuant to Section 17074.10. The supplement is intended to cover excess costs uniquely related to the facilities required to provide the career technical education program or programs.

SFP Regulation Section 1859.192. Career Technical Education Facilities Program Eligibility states:

An applicant requesting funding for a Career Technical Education Facilities Project may submit Form SAB 50-10 to the OPSC if all the following criteria are met:

(a) For a new construction project, the applicant:

(1) Is a local educational agency operating a comprehensive high school pursuant to Education Code Sections 51224, 51225.3 and 51228.

(2) Has an active career technical advisory committee pursuant to Education Code Section 8070.

(b) For a modernization project, the applicant:

(1) Is a local educational agency operating a comprehensive high school pursuant to Education Code Sections 51224, 51225.3 and 51228; or,

(2) Is a joint powers authority operating career technical education programs as of May 20, 2006.

(3) Has an active career technical advisory committee pursuant to Education Code Section 8070.

SFP Regulation Section 1859.198 states, in part, "Any Career Technical Education Facilities Project funds returned due to projects being rescinded or reduced to cost incurred shall be made available for Apportionment in subsequent funding cycles."

APPLICANT DATA

Application No:	55/62117-00-007	Site Name:	Center For Advanced Research And Technology
County:	Fresno	Industry Sector:	Manufacturing and Product Development
Applicant:	Clovis Unified	Pathway:	Machine and Forming Technology

PROJECT DATA

Type of Project:	New Construction
Reservation of Funds:	Y
Loan Requested:	N
Qualifying SFP Project:	n/a
Number of CTE Classrooms:	3
SFP Classroom Allowance Deduction:	n/a

GRANT DATA

Eligible Project Costs (50%)	
Construction:	\$ 1,381,634.00
Equipment:	54,778.00
Site Development:	42,375.00
SFP Deduction:	0.00
Total State Share (50%)	1,478,787.00
District Share (50%)	1,478,787.00
Total Project Costs	\$ 2,957,574.00

PROJECT FINANCING

	Fund Code	Previously Authorized	Authorized This Action	Unfunded Approval This Action
State Share (50%)				
This Project	951-600	\$ 1,478,787.00	\$ (1,478,787.00)	\$ (1,478,787.00)
District Share (50%)				
Cash Contribution		1,478,787.00	(1,478,787.00)	
Total Project Cost		\$ 2,957,574.00	\$ (2,957,574.00)	\$ (1,478,787.00)

Funding Source: Proposition 51 Bonds/2016-Nov.

The District's application that was approved at the May 23, 2018 SAB is not eligible for funding pursuant to EC Section 17078.72(f). No State funds have been released.

The unfunded approval is being rescinded and any bond authority associated with the project is being returned to the CTEFP fund.

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, August 15, 2018

SCHOOL FACILITY PROGRAM
SUBSTANTIAL PROGRESS RESCISSION/REDUCTION TO COSTS INCURRED

PURPOSE OF REPORT

To present a Charter School Facility Program (CSFP) project apportionment to be reduced to eligible costs incurred.

DESCRIPTION

The CSFP project listed on the Attachment received a Preliminary Apportionment (PA). The CSFP permits a charter school or school district filing on behalf of a charter to apply for a Preliminary Charter School Apportionment (PCSA) for new construction projects and rehabilitation of district owned existing facilities that are at least 15 years old. The PCSA for a CSFP project must be converted within a four-year period to an adjusted grant apportionment meeting all the School Facility Program (SFP) criteria, unless a single one-year extension is granted. The Charter School project has not met the substantial progress requirements and has indicated that they will be unable to move forward with the CSFP project. The Charter School has requested that the PA grant be rescinded and the design and site phases of the project be reduced to costs incurred to recognize eligible costs.

AUTHORITY

Section 1859.166. Time Limit on Preliminary Charter School Apportionment.

- (a) A complete request to convert a Preliminary Charter School Apportionment to a Final Charter School Apportionment pursuant to Section 1859.165 shall be made within four years of the date of the Preliminary Charter School Apportionment unless the applicant received approval of an extension pursuant to Section 1859.166.1.
- ...
- (c) If (a) is not met, and the applicant has received an advance release of funds as provided in Section 1859.164.2, the following will occur:
- (1) The Preliminary Charter School Apportionment shall be rescinded and any remaining Preliminary Charter School Apportionment, not released to the applicant, shall be transferred to the Unrestricted Charter School Fund within the appropriate Charter School Facility Account, and;
 - (2) Funds released pursuant to Section 1859.164.2(a) shall be reduced to cost incurred and closed-out pursuant to Section 1859.106 with a corresponding SFP new construction baseline eligibility adjustment for the pupils assigned to the Preliminary Charter School Application. The adjustment to the baseline eligibility shall be based on the ratio of the number of unhoused pupils pursuant to Section 1859.162.2 and the project capacity which generated the project funding to the eligible expenditures. Any funds released are subject to the fifty percent local matching share requirement as required by EC 17078.54(d). Funds returned pursuant to Section 1859.106 shall be transferred to the Unrestricted Charter School Fund within the appropriate Charter School Facility Account, and;
 - (3) Funds released pursuant to Section 1859.164.2(b) shall be subject to the provisions of Section 1859.171.

RECOMMENDATIONS

1. Find that the Charter School is unable to meet the substantial progress requirements and that they will be unable to move forward with the project listed on the Attachment.
2. Reduce the State apportionment to costs incurred for the project listed on the Attachment.
3. Find that no pupil grants were deducted from the district's baseline eligibility and none should be returned once all funds due to the State have been received.
4. Require the Charter School to return State funds listed on the Attachment.

**ATTACHMENT
SCHOOL FACILITY PROGRAM
SUBSTANTIAL PROGRESS REDUCTION TO COSTS INCURRED
State Allocation Board Meeting, August 15, 2018**

	District/ County/ Application Number	Pupil Grant Adjustments			Grant Adjustments				
		Type of Pupils	Number of Pupils	Pupils Returned to the District's Baseline	State Contribution	District Contribution	Interest	Amount of Eligible Expenditures	Reduction in Apportionment
State Apportionment	Los Angeles Unified ^{ABC} Los Angeles Unified 54/64733-00-049	9-12	500	0	\$4,077,334.40	\$0.00	\$0.00	\$532,907.50	\$3,544,426.90
Charter Loan	Los Angeles Unified ^{ABC} Los Angeles Unified 54/64733-00-049				\$1,068,079.00	\$0.00	\$0.00	\$1,101,758.90	-\$33,679.90
TOTAL									\$3,510,747.00

- A** The Original Pupils Assigned to Apportionment are based on the project capacity. School District's unhoused pupils to be housed in the Charter School is 0. Therefore, the Pupils Returned to the District's Baseline is 0.
- B** The Original Preliminary Apportionment is \$33,050,312.00. The remaining \$27,904,898.60 unreleased portion of the Preliminary Apportionment is rescinded.
- C** The Charter School is anticipating to return \$3,510,747.00 of the \$4,612,505.90. The remaining Charter Loan balance is \$1,101,758.90, of this amount \$33,679.90 is used to pay back \$3,544,426.90 of the State Apportionment.

**Non-Conforming Buildings
(Continued Use)**

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, August 15, 2018

EXEMPTION FOR INDEPENDENT STUDY FACILITIES

PURPOSE OF REPORT

To present the San Joaquin County Office of Education's (District) request, as shown on the Attachment, for an exemption from the definition of "school buildings" for certain facilities used for independent study.

DESCRIPTION

The District operates an independent study program at facilities that are not located at a regular school site and is requesting an exemption from the definition of "school building," as described in Education Code (EC) Section 17283, for the facility.

EC Section 17289 authorizes any school district or county office of education to request an exemption from the State Allocation Board (Board) for a building or structure or portion of a building or structure used for independent study from the definition of "school buildings." These buildings do not have to meet the Field Act requirements but must comply with local health and safety standards.

The District has certified that it has satisfied the legal requirements under EC Section 17289 for the exemption.

AUTHORITY

EC Section 17283 states: " "School building" as used in this article means and includes any building used, or designed to be used, for elementary or secondary school purposes and constructed, reconstructed, altered, or added to, by the state or any city or city and county, or by any political subdivision or by any school district of any kind within the state, or by any regional occupational center or program created by or authorized to act by an agreement under joint exercise of power, or by the United States government, or any agency thereof."

EC Section 17289 states "In order to provide alternative, community-based educational opportunities through independent study, any school district or county office of education may request an exemption from the State Allocation Board for a building or structure, or portion of a building or structure, from the definition of "school buildings" within the meaning of Section 17283. The exemptions may be granted for no longer than two years and exemptions are renewable. An exemption may only be granted if the school district or county office of education demonstrates to the satisfaction of the State Allocation Board all of the following:

- (a) The building or structure, or portion of building or structure, satisfies all of the following:
 - (1) It is not located on a regular schoolsite.
 - (2) It complies with all applicable local building standards and all relevant local health and safety standards in the community in which it is located.
 - (3) It is used for independent study.
 - (4) It serves fewer than 25 pupils enrolled in kindergarten or any of the grades 1 to 12, inclusive, at any one time in the building or structure, or in a portion of a building or structure where the remainder of the building or structure is not used for instructional purposes.
- (b) The use of the building or structure is critical to providing an effective alternative, community-based program.
- (c) The use of other buildings or structures that would meet seismic safety standards for school facilities is not practical."

STAFF ANALYSIS/STATEMENTS

The District has provided certification that it has met the criteria as stated in EC Section 17289. An exemption has been requested for one year.

RECOMMENDATION

Approve the District's request for an exemption from the definition of "school buildings" for the site listed on the Attachment from July 1, 2018 through June 30, 2019.

ATTACHMENT

EXEMPTION FOR INDEPENDENT STUDY FACILITIES

San Joaquin County Office of Education
(91/10397-00-000)

<u>Site</u>	<u>I.D. No.</u>
Dream Academy 4635 Georgetown Place, Suite B Stockton, CA 95207	39-10397-0000000
Frontier I 2200 North El Dorado Street Stockton, CA 95204	39-10397-0000000
FOD North 800 Douglas Road Stockton, CA 95207	39-10397-0000000
Frontier I 2200 North El Dorado Street Stockton, CA 95204	39-10397-0000000
New Start 540 North California Street Stockton, CA 95202	39-10397-0000000
Frontier South 321 Sunwest Place Manteca, CA 95337	39-10397-0000000

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, August 15, 2018

EXEMPTION FOR INDEPENDENT STUDY FACILITIES

PURPOSE OF REPORT

To present the Santa Barbara County Office of Education's (District) request, as shown on the Attachment, for an exemption from the definition of "school buildings" for certain facilities used for independent study.

DESCRIPTION

The District operates an independent study program at facilities that are not located at a regular school site and is requesting an exemption from the definition of "school building," as described in Education Code (EC) Section 17283, for the facility.

EC Section 17289 authorizes any school district or county office of education to request an exemption from the State Allocation Board (Board) for a building or structure or portion of a building or structure used for independent study from the definition of "school buildings." These buildings do not have to meet the Field Act requirements but must comply with local health and safety standards.

The District has certified that it has satisfied the legal requirements under EC Section 17289 for the exemption.

AUTHORITY

EC Section 17283 states: " "School building" as used in this article means and includes any building used, or designed to be used, for elementary or secondary school purposes and constructed, reconstructed, altered, or added to, by the state or any city or city and county, or by any political subdivision or by any school district of any kind within the state, or by any regional occupational center or program created by or authorized to act by an agreement under joint exercise of power, or by the United States government, or any agency thereof."

EC Section 17289 states "In order to provide alternative, community-based educational opportunities through independent study, any school district or county office of education may request an exemption from the State Allocation Board for a building or structure, or portion of a building or structure, from the definition of "school buildings" within the meaning of Section 17283. The exemptions may be granted for no longer than two years and exemptions are renewable. An exemption may only be granted if the school district or county office of education demonstrates to the satisfaction of the State Allocation Board all of the following:

- (a) The building or structure, or portion of building or structure, satisfies all of the following:
 - (1) It is not located on a regular schoolsite.
 - (2) It complies with all applicable local building standards and all relevant local health and safety standards in the community in which it is located.
 - (3) It is used for independent study.
 - (4) It serves fewer than 25 pupils enrolled in kindergarten or any of the grades 1 to 12, inclusive, at any one time in the building or structure, or in a portion of a building or structure where the remainder of the building or structure is not used for instructional purposes.
- (b) The use of the building or structure is critical to providing an effective alternative, community-based program.
- (c) The use of other buildings or structures that would meet seismic safety standards for school facilities is not practical."

STAFF ANALYSIS/STATEMENTS

The District has provided certification that it has met the criteria as stated in EC Section 17289. An exemption has been requested for two years.

RECOMMENDATION

Approve the District's request for an exemption from the definition of "school buildings" for the site listed on the Attachment from July 1, 2018 through June 30, 2020.

ATTACHMENT

EXEMPTION FOR INDEPENDENT STUDY FACILITIES

Santa Barbara County Office of Education
(91/10421-00-000)

Site

625 McClelland Suite C
Santa Maria, CA 93454

I.D. No.

42-10421-6069223

Unused Sites Program

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, August 15, 2018

UNUSED SITES

EXHIBIT/APPL. NO. 92/67207-00-00

Perris Union High School District – Riverside County

PURPOSE OF REPORT

To present the District's request for the State Allocation Board (Board) to grant a refund of the Fiscal Year (FY) 2016/2017 unused site assessment fee.

DESCRIPTION

The District was assessed an unused site fee of \$4,558 for the FY 2016/2017 at the December 2017 Board meeting that was deducted from the District's State School Fund Apportionment during the months of February through May 2018. The District recently submitted documentation that the Choice 2000 On-Line (Char) site was being used for community purposes. Therefore, the District is eligible for a refund for the unused site assessment fee withheld for the FY 2016/2017.

<u>Site</u>	<u>Year</u>	<u>Refund Amount</u>	<u>Recommendation</u>
Choice 2000 On-Line (Char) 3330693	2016/2017	\$4,558	Refund

AUTHORITY

Pursuant to Education Code (EC) Section 17219(e), nonuse payments shall not be required "for any year with respect to a schoolsite that for one-half or more of the number of days of that year has been utilized for any of the following purposes: (1) By the school district, or by any other governmental entity pursuant to agreement with the school district, for school purposes...."

BACKGROUND

As required by law, all school districts are required to report any unused school sites to the Board annually. The school districts self-certify requests for waivers and reduction of fees based on certain criteria outlined in EC Section 17219. EC Section 17219(e) allows for districts to receive a waiver if the site is used for public school purposes for at least one-half the fiscal year. The District recently submitted documentation certifying that the the site is being used for community purposes.

STAFF ANALYSIS/STATEMENT

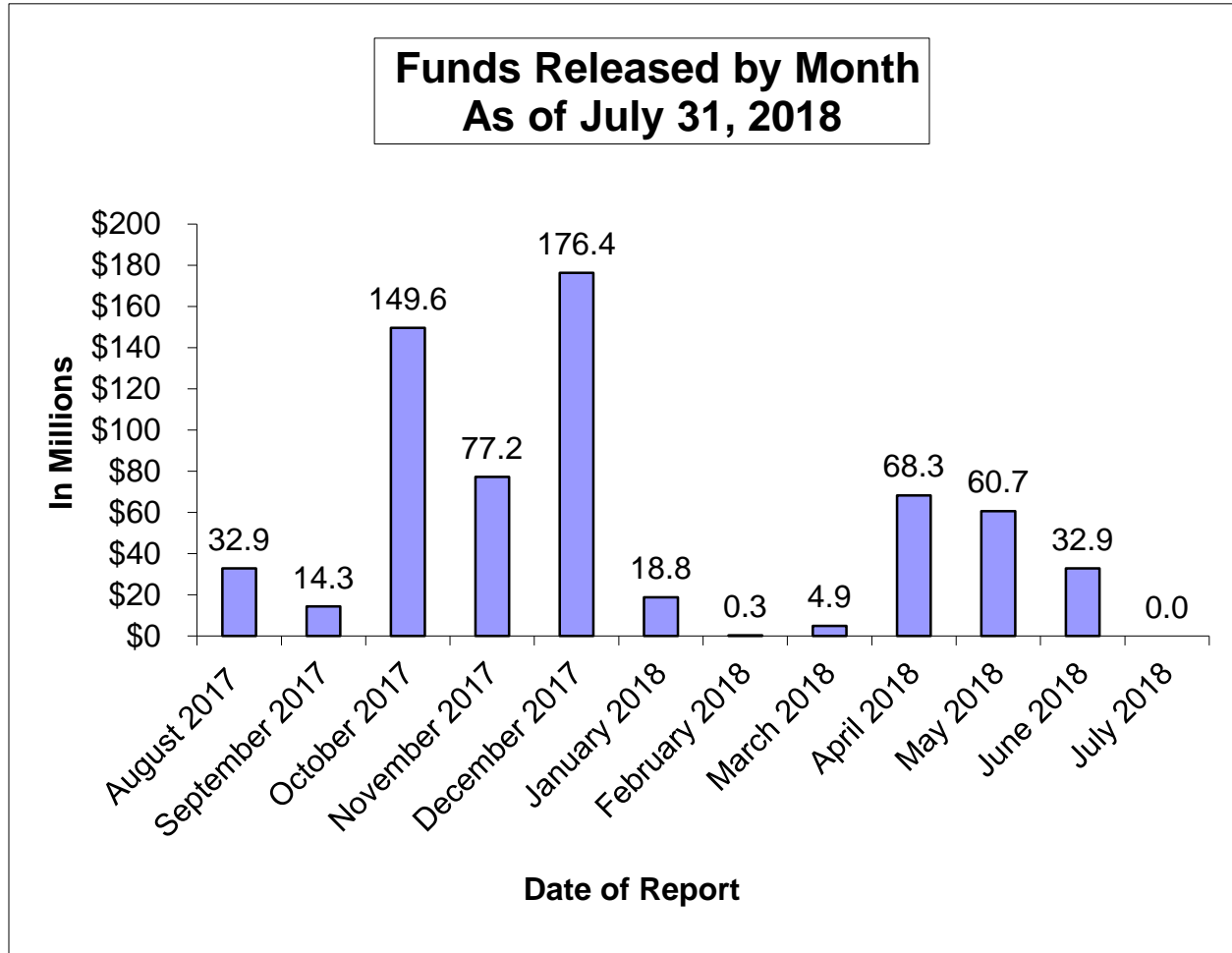
The District has provided documentation to support its request.

RECOMMENDATION

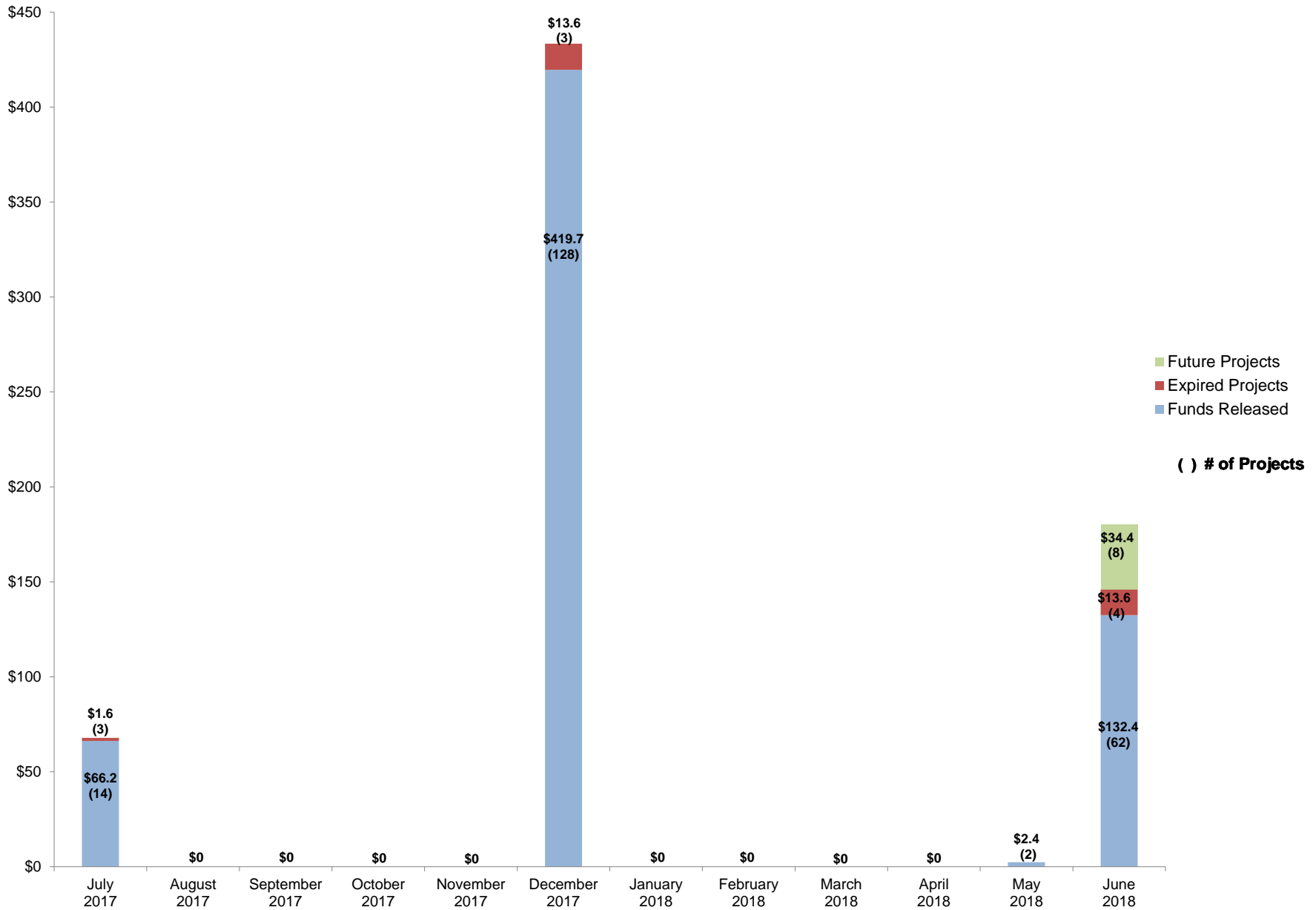
Approve the District's request for a refund of the 2016/2017 FY unused site assessment fee in the amount of \$4,558 and notify the State Controller's Office to refund the Annual Payment.

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, August 15, 2018

STATUS OF FUND RELEASES



Status of School Facility Program Apportionments Set to Expire
 due to Time Limit on Fund Release, as of June 27, 2018 SAB
 (in millions of dollars)



*There are 5 projects (51/62901-00-006, 51/62901-00-010, 51/62901-00-012, 50/62901-00-013, and 51/62901-00-014) for \$23.7 million that were apportioned at the 12/6/2017 SAB; the TLOFR date is 6/6/2019.

*There is 1 project (51/71662-00-001) for \$12.8 million that was apportioned at the 04/25/2018 SAB; the TLOFR date is 09/25/2019

*There is 1 project (51/75028-00-001) for \$10.3 million that was apportioned at the 05/23/2018 SAB; the TLOFR date is 10/23/2019

These projects will be added to the TLOFR chart at a later date.

SCHOOL FACILITY PROGRAM

Available Funds (in Millions) As of August 15, 2018

Program	Original Bond Allocation	Remaining Bond Authority as of June 27, 2018	Estimated Approvals for August 15, 2018	Special Items/PIF	Remaining Bond Authority as of August 15, 2018 (excludes Unfunded Approvals)	Accumulated Unfunded Approvals as of June 27, 2018	Estimated Unfunded Approvals for August 15, 2018	Special Items/PIF	Remaining Bond Authority as of August 15, 2018 (includes Unfunded Approvals)
Prop. 51 - \$7 Billion - November 2016									
New Construction	\$3,000.0	\$2,686.6	-\$2.4		\$2,684.2	-\$115.9	-\$1.9		\$2,566.4
Modernization	3,000.0	2,748.1			2,748.1	-132.0	-14.0		2,602.1
Career Technical Education	500.0	500.0			500.0	-123.8	1.5		377.7
Charter School	500.0	500.0		-\$12.5 ^G	487.5	-486.8	6.9		7.6
SUBTOTAL	\$7,000.0	\$6,434.7	-\$2.4	-\$12.5	\$6,419.8^A	-\$858.5	-\$7.5	\$0.0	\$5,553.8

Prop. 1D - \$7.3 Billion - November 2006									
New Construction	\$1,900.0	\$8.4	\$1.8		\$10.2				\$10.2 ^F
Seismic Repair		7.6			7.6	-\$6.8			0.8
Modernization	3,300.0	10.1			10.1	-3.9			6.2 ^F
Career Technical Education	500.0	9.9			9.9				9.9
High Performance Schools	100.0	0.4			0.4				0.4
Overcrowding Relief	1,000.0	8.9			8.9				8.9
Charter School	500.0	161.7	3.6		165.3	-141.6	\$27.9		51.6
Joint Use	57.5 ^B	0.0			0.0				0.0
SUBTOTAL	\$7,357.5	\$207.0	\$5.4	\$0.0	\$212.4^A	-\$152.3	\$27.9	\$0.0	\$88.0

Prop. 55 - \$10 Billion - March 2004									
New Construction	\$4,965.8 ^C	\$3.4 ^D	\$1.0		\$4.4	-\$1.2			\$3.2 ^F
Modernization	2,250.0	8.5			8.5	-8.3			0.2
Critically Overcrowded Schools	2,440.0	0.2			0.2		-\$0.2		0.0
Charter School	300.0	23.6			23.6	-20.4			3.2 ^F
Joint Use	66.7 ^E	0.0			0.0				0.0
SUBTOTAL	\$10,022.5	\$35.7	\$1.0	\$0.0	\$36.7^A	-\$29.9	-\$0.2	\$0.0	\$6.6
TOTAL PAGE 1	\$24,380.0	\$6,677.4	\$4.0	-\$12.5	\$6,668.9	-\$1,040.7	\$20.2	\$0.0	\$5,648.4

A Balance of bonding authority excludes unfunded approvals.

B The original bond allocation of \$29 million augmented by \$21 million from Prior Bond Funds to Joint Use at the 06/27/07 SAB meeting and \$7.5 million at the 7/23/08 SAB meeting pursuant to Assembly Bill 127, Chapter 35, Statutes of 2006 (Perata/Nunez).

C The original bond allocation of \$4,960,000,000 augmented by \$5,831,911 from Prior Bonds at the 10/6/2010 SAB meeting.

D It includes the transfer of Critically Overcrowded School Facilities Program Funds to New Construction (transfers in Prop. 55 includes: \$268.8 million approved at the 1/25/2006 SAB meeting, \$318.3 million approved at the 9/23/2009 SAB meeting, \$225 million approved at the 8/4/2010 SAB meeting, \$211.7 million approved at the 12/15/2010 SAB meeting, \$145 million at the 4/25/2012 SAB meeting, \$30.4 million after the 3/20/2013 SAB meeting, and \$32,297 after the 3/26/2014 SAB meeting per SFP Regulation Sections 1859.154 (c)).

E Original bond allocation of \$50,000,000 augmented by \$15,547,233 from the State School Building Aid Fund at the 2/28/2007 SAB meeting and by \$1,232,224 from Prior Bonds at the 10/6/2010 SAB meeting.

F Total authority is not available at this time. There are outstanding accounts receivables of \$1,987,088 for New Construction, \$3,566,010 for Charter, and \$7,739 for CTE in Proposition 1D; \$1,171,341 for New Construction and \$1,134,597 for Charter in Proposition 55.

G Per FY 18/19 Budget Act, \$12.5 million is set aside for California School Finance Authority (CSFA) Administrative Costs in Prop. 51 Charter School Facilities Fund.

SCHOOL FACILITY PROGRAM

Available Funds (in Millions) As of August 15, 2018

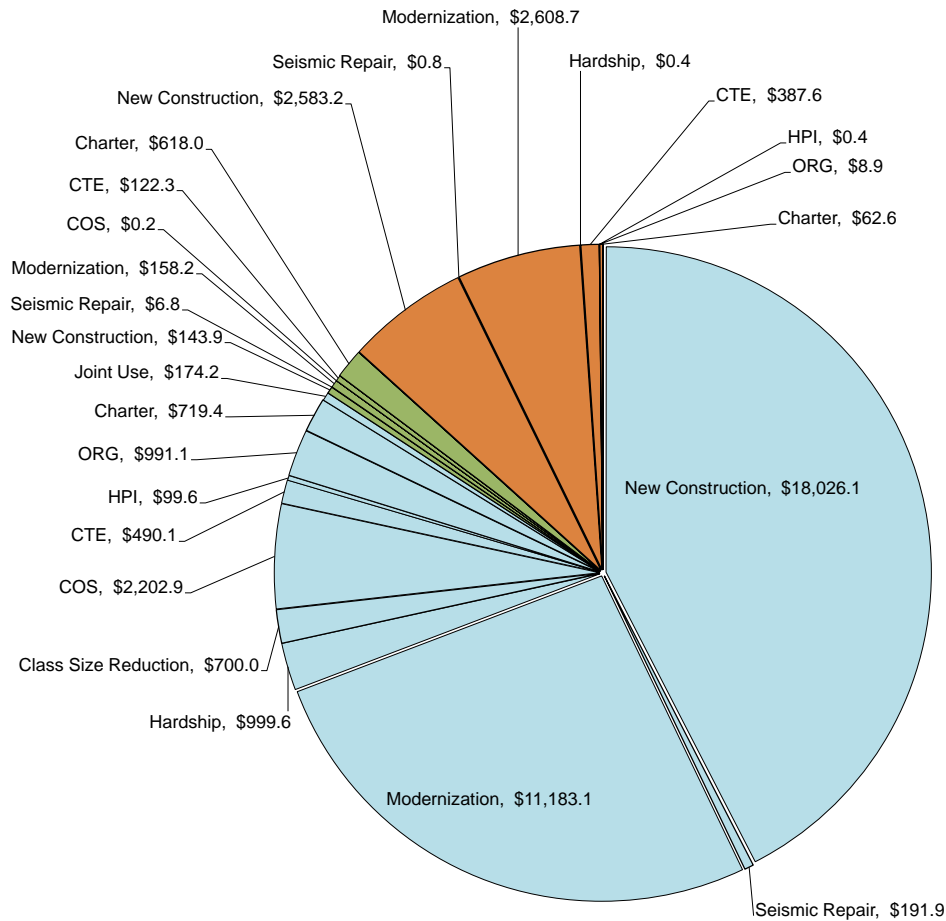
Program	Original Bond Allocation	Remaining Bond Authority as of June 27, 2018	Estimated Approvals for August 15, 2018	Special Items/PIF	Remaining Bond Authority as of August 15, 2018 (excludes Unfunded Approvals)	Accumulated Unfunded Approvals as of June 27, 2018	Estimated Unfunded Approvals for August 15, 2018	Special Items/PIF	Remaining Bond Authority as of August 15, 2018 (includes Unfunded Approvals)
Prop. 47 - \$11.4 Billion - November 2002									
New Construction	\$6,250.0	\$14.1 ^B	\$2.5		\$16.6	-\$13.3			\$3.3 ^C
Modernization	3,300.0	0.2			0.2				0.2
Critically Overcrowded Schools	1,700.0	0.0			0.0				0.0
Charter School	100.0	4.2			4.2	-4.0			0.2
Joint Use	50.0	0.0			0.0				0.0
SUBTOTAL	\$11,400.0	\$18.5	\$2.5	\$0.0	\$21.0^A	-\$17.3	\$0.0	\$0.0	\$3.7
Prop. 1A - \$6.7 Billion - November 1998									
New Construction	\$2,900.0	\$11.7			\$11.7	-\$11.6			\$0.1 ^C
Modernization	2,100.0	0.0			0.0				0.0
Hardship	1,000.0	0.4			0.4				0.4 ^C
Class Size Reduction	700.0	0.0			0.0				0.0
SUBTOTAL	\$6,700.0	\$12.1	\$0.0	\$0.0	\$12.1^A	-\$11.6	\$0.0	\$0.0	\$0.5
TOTAL PAGE 2	\$18,100.0	\$30.6	\$2.5	\$0.0	\$33.1	-\$28.9	\$0.0	\$0.0	\$4.2
TOTAL FROM PAGE 1	\$24,380.0	\$6,677.4	\$4.0	-\$12.5	\$6,668.9	-\$1,040.7	\$20.2	\$0.0	\$5,648.4
GRAND TOTAL	\$42,480.0	\$6,708.0	\$6.5	-\$12.5	\$6,702.0	-\$1,069.6	\$20.2	\$0.0	\$5,652.6

^A Balance of bonding authority excludes unfunded approvals.

^B It includes the transfer of Critically Overcrowded School Facilities Program Funds to New Construction (transfer in Prop. 47 includes: \$700 million approved at the 3/25/2009 SAB meeting, \$68.1 million approved at the 9/23/2009 SAB meeting, and \$58,644 after the 3/26/2014 SAB meeting per SFP Regulation Section 1859.154 (c)).

^C Total authority is not available at this time. There are outstanding account receivables of \$2,483,800 for new construction in Proposition 47; \$54,813 for new construction and \$100,113 for hardship in Proposition 1A.

Proposition 51, 1D, 55, 47, and 1A Bond Authority - \$42.480 billion (in millions of dollars)

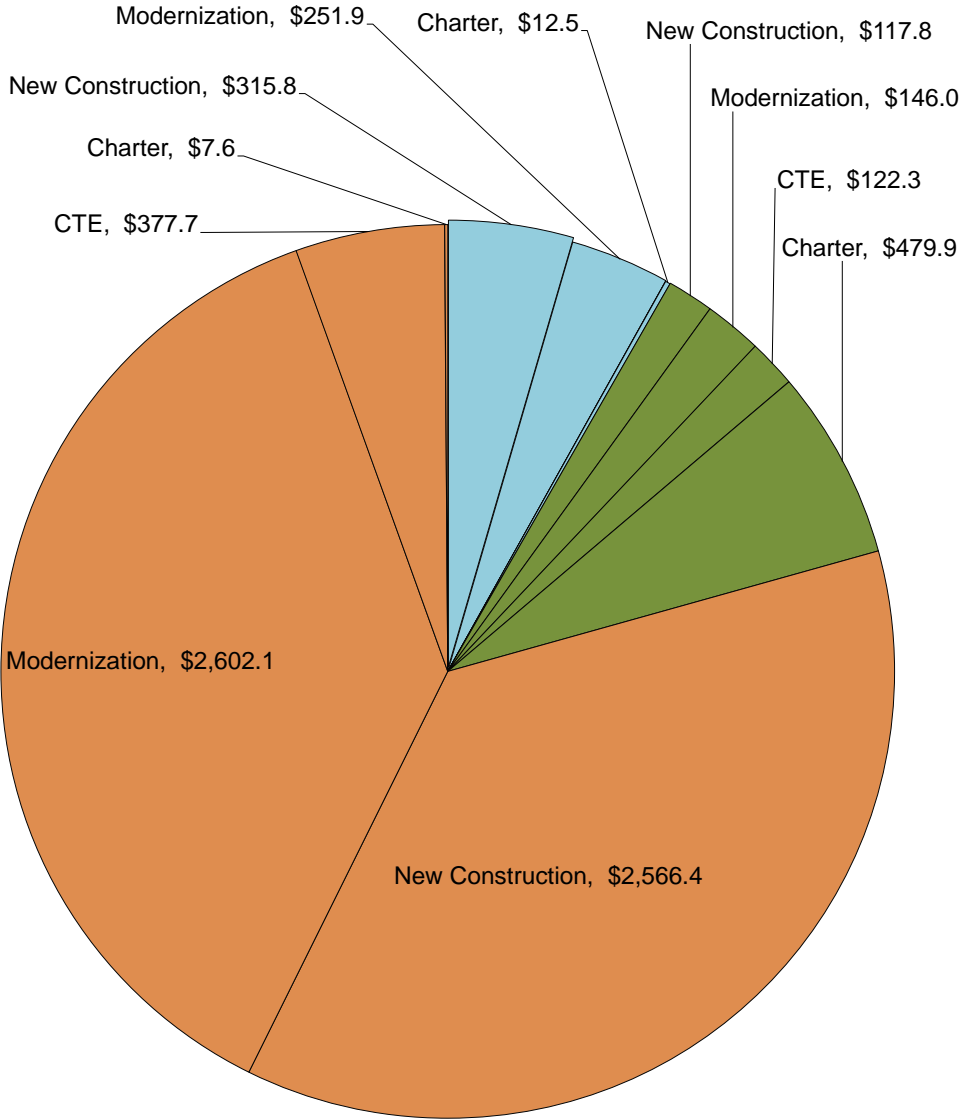


Proposition 51, 1D, 55, 47, and 1A Totals		
New Construction*	\$	18,026.1
Seismic Repair	\$	191.9
Modernization	\$	11,183.1
Hardship	\$	999.6
Class Size Reduction	\$	700.0
COS	\$	2,202.9
CTE	\$	490.1
HPI	\$	99.6
ORG	\$	991.1
Charter	\$	719.4
Joint Use	\$	174.2
Apportioned	\$	35,778.0
		84.2%
New Construction	\$	143.9
Seismic Repair	\$	6.8
Modernization	\$	158.2
Hardship	\$	-
Class Size Reduction	\$	-
COS	\$	0.2
CTE	\$	122.3
HPI	\$	-
ORG	\$	-
Charter	\$	618.0
Joint Use	\$	-
Unfunded Approvals	\$	1,049.4
		2.5%
New Construction	\$	2,583.2
Seismic Repair	\$	0.8
Modernization	\$	2,608.7
Hardship	\$	0.4
Class Size Reduction	\$	-
COS	\$	-
CTE	\$	387.6
HPI	\$	0.4
ORG	\$	8.9
Charter	\$	62.6
Joint Use	\$	-
Remaining Bond Authority	\$	5,652.6
		13.3%
Grand Total	\$	42,480
		100.0%

*Includes Energy Efficiency, Small High Schools, Seismic Repair, and the transfer of Critically Overcrowded School Facilities Program Funds to New Construction (\$700 million and \$68.1 million from Prop. 47; \$268.8 million, \$318.3 million, \$225 million, \$211.7 million, \$145 million, and \$30.4 million from Prop. 55). Also, Prop 55 includes \$5.8 million from the Lease Purchase Program on October 6, 2010.

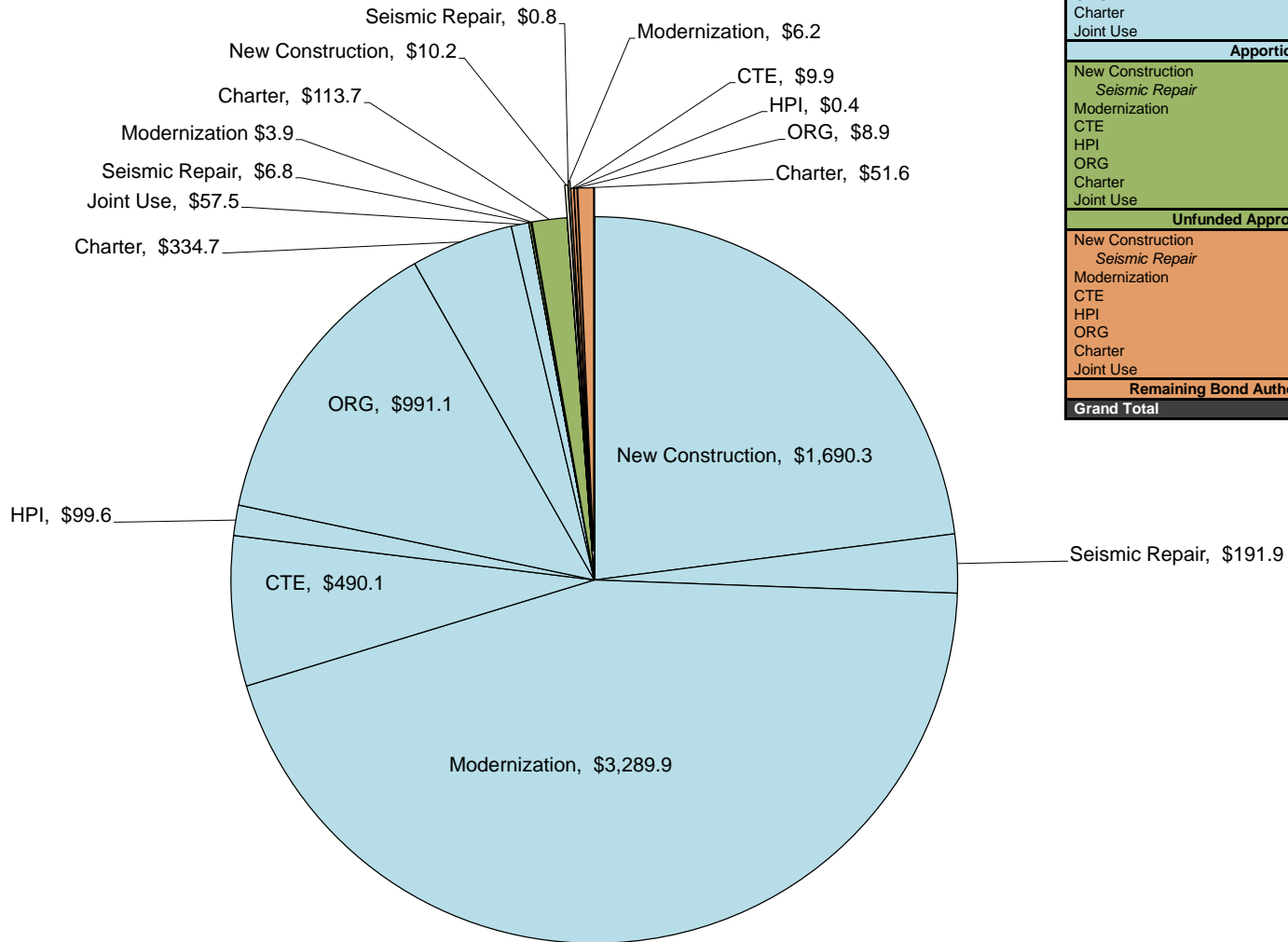
Proposition 51 Bond Authority - \$7.000 billion

(in millions of dollars)



Proposition 51 Totals		
New Construction	\$	315.8
Modernization	\$	251.9
CTE	\$	-
Charter	\$	12.5
Apportioned	\$	580.2
		8.3%
New Construction	\$	117.8
Modernization	\$	146.0
CTE	\$	122.3
Charter	\$	479.9
Unfunded Approvals	\$	866.0
		12.4%
New Construction	\$	2,566.4
Modernization	\$	2,602.1
CTE	\$	377.7
Charter	\$	7.6
Remaining Bond Authority	\$	5,553.8
		79.3%
Grand Total	\$	7,000
		100.0%

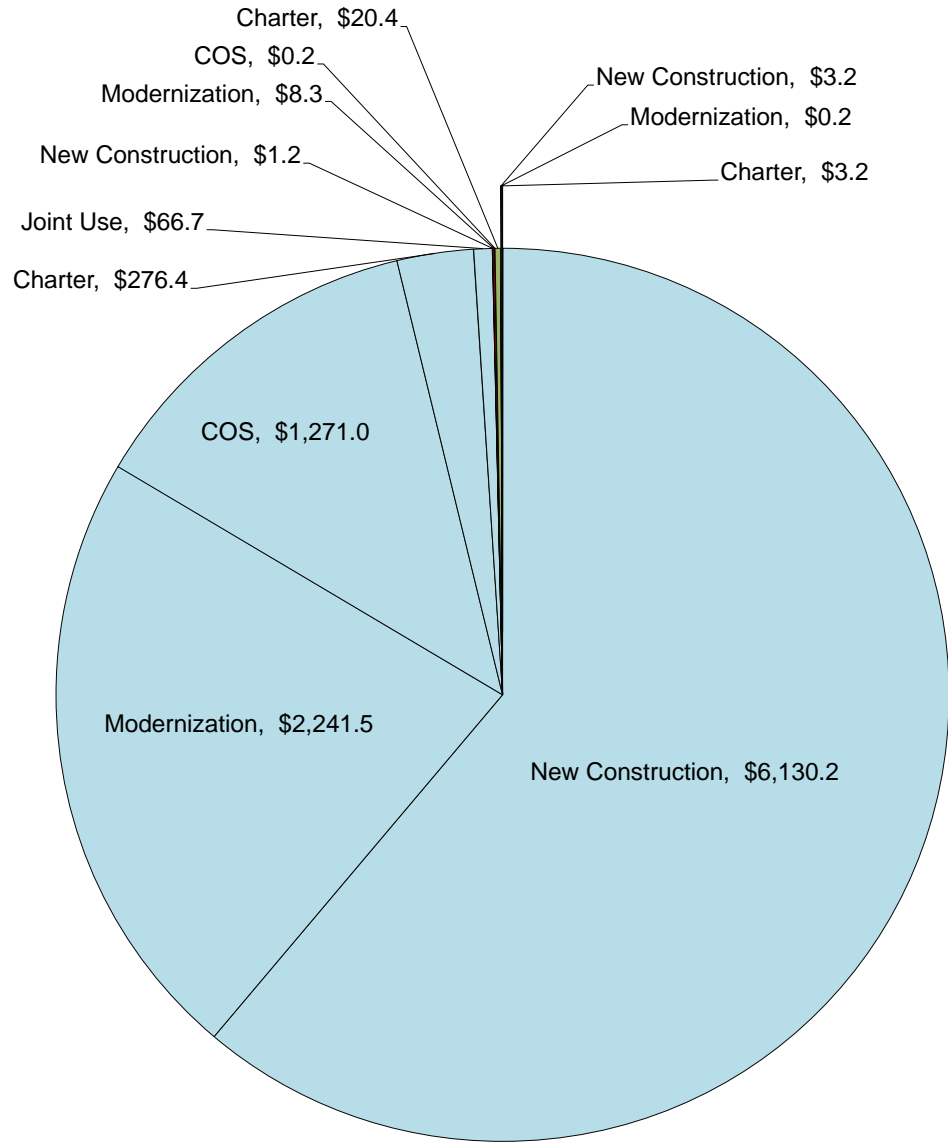
Proposition 1D Bond Authority - \$7.358 billion (in millions of dollars)



Proposition 1D Totals		
New Construction	\$	1,690.3
<i>Seismic Repair</i>	\$	191.9
Modernization	\$	3,289.9
CTE	\$	490.1
HPI	\$	99.6
ORG	\$	991.1
Charter	\$	334.7
Joint Use	\$	57.5
Apportioned	\$	7,145.1
		97.1%
New Construction	\$	-
<i>Seismic Repair</i>	\$	6.8
Modernization	\$	3.9
CTE	\$	-
HPI	\$	-
ORG	\$	-
Charter	\$	113.7
Joint Use	\$	-
Unfunded Approvals	\$	124.4
		1.7%
New Construction	\$	10.2
<i>Seismic Repair</i>	\$	0.8
Modernization	\$	6.2
CTE	\$	9.9
HPI	\$	0.4
ORG	\$	8.9
Charter	\$	51.6
Joint Use	\$	-
Remaining Bond Authority	\$	88.0
		1.2%
Grand Total	\$	7,358
		100.0%

Proposition 55 Bond Authority - \$10.023 billion

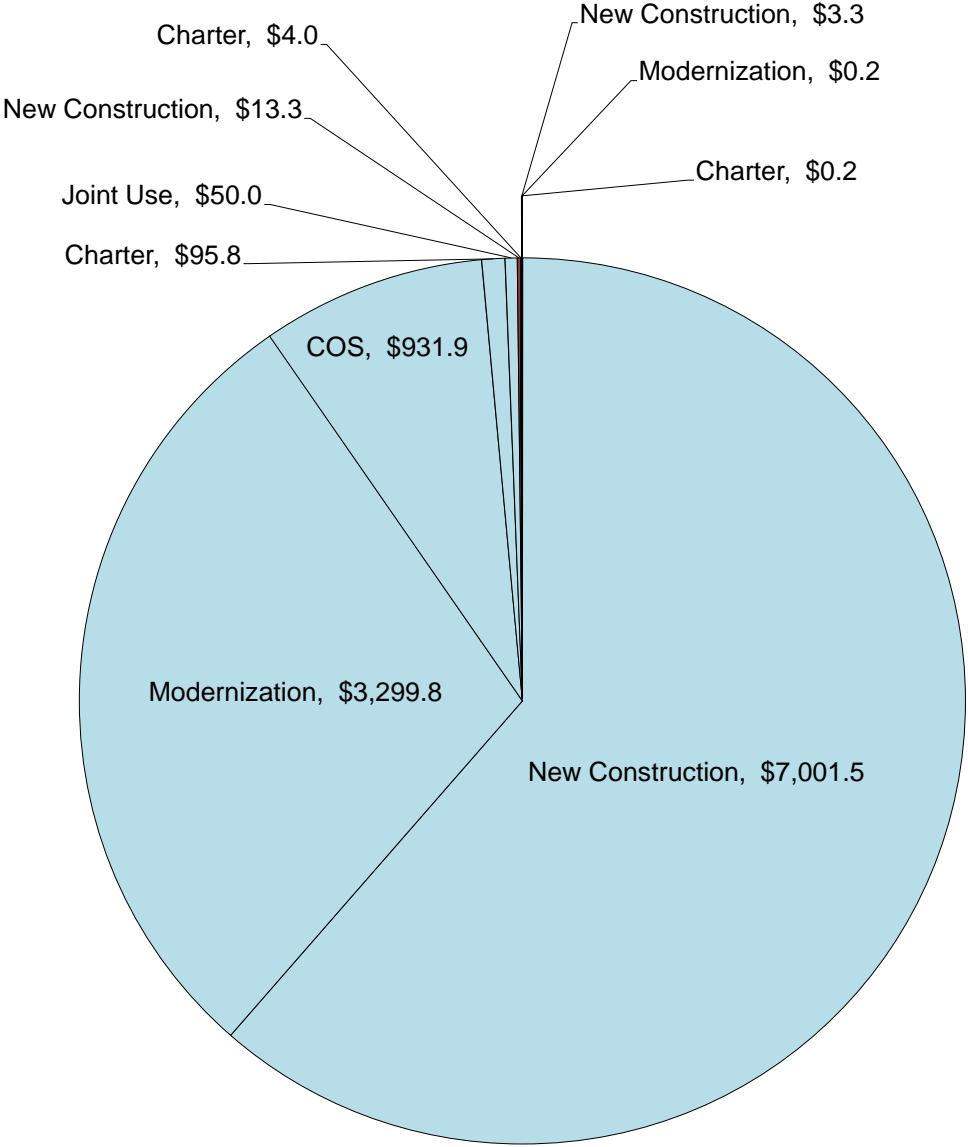
(in millions of dollars)



Proposition 55 Totals		
New Construction	\$ 6,130.2	
Modernization	\$ 2,241.5	
COS	\$ 1,271.0	
Charter	\$ 276.4	
Joint Use	\$ 66.7	
Apportioned	\$ 9,985.8	99.6%
New Construction	\$ 1.2	
Modernization	\$ 8.3	
COS	\$ 0.2	
Charter	\$ 20.4	
Joint Use	\$ -	
Unfunded Approvals	\$ 30.1	0.3%
New Construction	\$ 3.2	
Modernization	\$ 0.2	
COS	\$ -	
Charter	\$ 3.2	
Joint Use	\$ -	
Remaining Bond Authority	\$ 6.6	0.1%
Grand Total	\$ 10,023	100.0%

Proposition 47 Bond Authority - \$11.400 billion

(in millions of dollars)

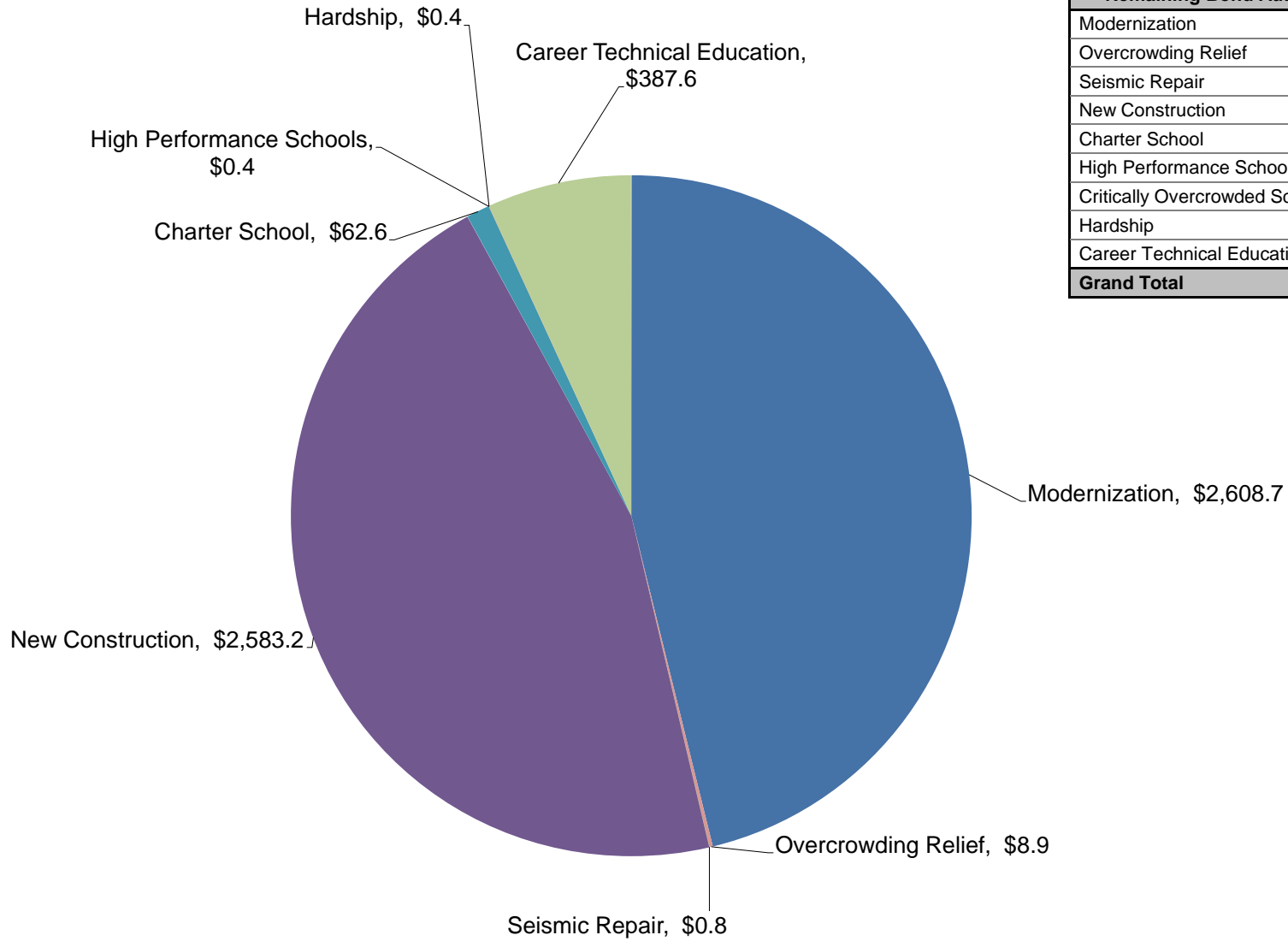


Proposition 47 Totals		
New Construction	\$	7,001.5
Modernization	\$	3,299.8
COS	\$	931.9
Charter	\$	95.8
Joint Use	\$	50.0
Apportioned	\$	11,379.0
		99.8%
New Construction	\$	13.3
Modernization	\$	-
COS	\$	-
Charter	\$	4.0
Joint Use	\$	-
Unfunded Approvals	\$	17.3
		0.2%
New Construction	\$	3.3
Modernization	\$	0.2
COS	\$	-
Charter	\$	0.2
Joint Use	\$	-
Remaining Bond Authority	\$	3.7
		0.0%
Grand Total	\$	11,400
		100.0%

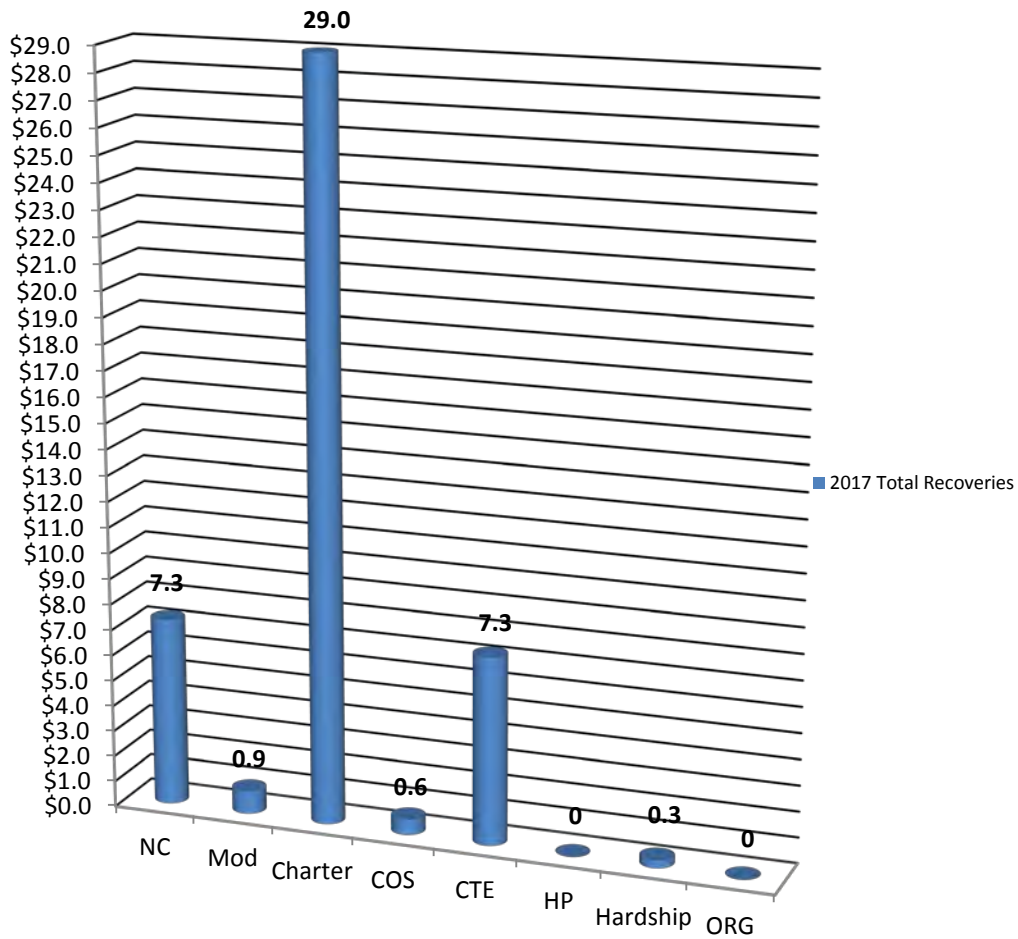
Remaining Bond Authority - \$5,652.6 million

(by program, in millions)
As of August 15, 2018 SAB

Remaining Bond Authority (in millions)	
Modernization	\$ 2,608.7
Overcrowding Relief	\$ 8.9
Seismic Repair	\$ 0.8
New Construction	\$ 2,583.2
Charter School	\$ 62.6
High Performance Schools	\$ 0.4
Critically Overcrowded Schools	\$ -
Hardship	\$ 0.4
Career Technical Education	\$ 387.6
Grand Total	\$ 5,652.6



Fund Recoveries* – 2017
(Totals represented in millions of dollars)

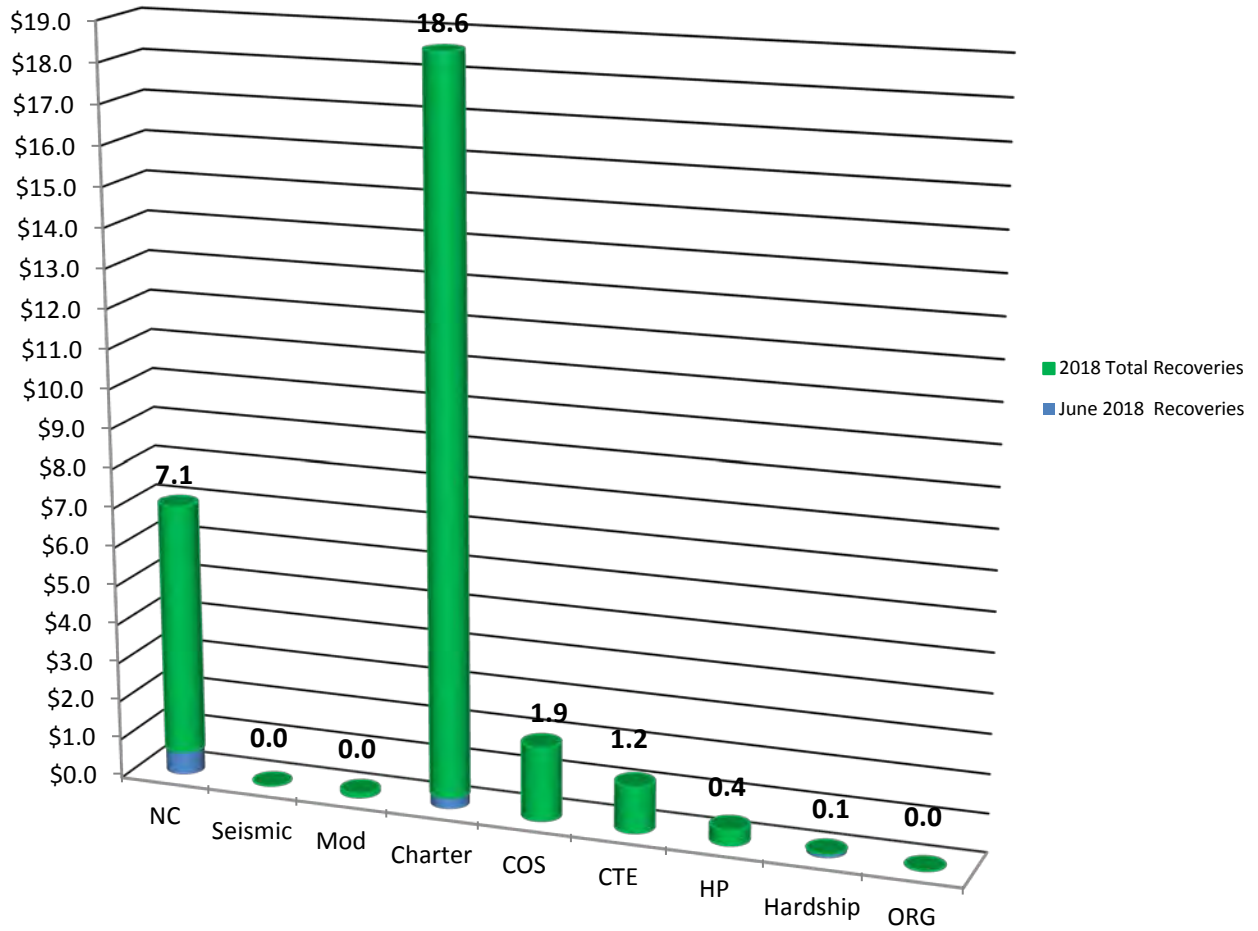


	2017 Totals**
NC	\$7,255,771
Modernization	\$923,279
Charter	\$28,973,242
COS	\$556,835
CTE	\$7,347,780
HP	\$0
Hardship	\$251,798
ORG	\$702
Total	\$45,309,407

*Includes bond proceeds returned (authority may not be available) to the program through reductions to cost incurred, close-outs, loan repayments, rescissions and special education local plan area transfers.

** 2017 Totals does not reflect any reallocation of authority. For current availability of bond authority, see Status of Funds.

Fund Recoveries* – as of July 31, 2018
(Totals represented in millions of dollars)



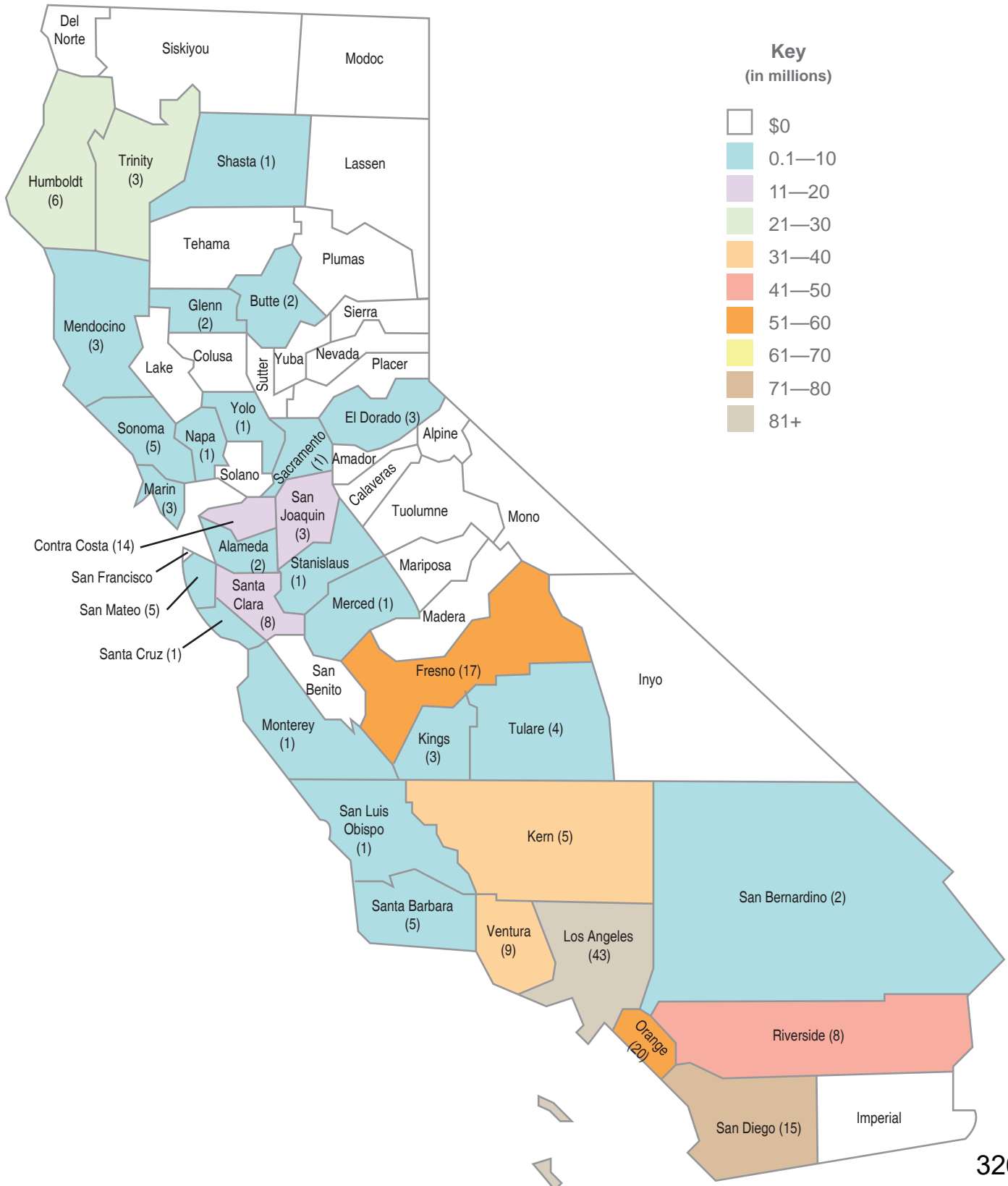
June 2018	1A	47	55	1D	51	June Totals	2018 Totals**
NC	\$54,813	\$29,614	\$375,998	\$177,693	\$0	\$638,118	\$7,081,416
Seismic	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Modernization	\$0	\$0	\$0	\$0	\$0	\$0	\$88,262
Charter	\$0	\$0	\$311,705	\$0	\$0	\$311,705	\$18,621,565
COS	\$0	\$0	\$0	\$0	\$0	\$0	\$1,922,080
CTE	\$0	\$0	\$0	\$0	\$0	\$0	\$1,222,560
HP	\$0	\$0	\$0	\$0	\$0	\$0	\$358,288
Hardship	\$100,113	\$0	\$0	\$0	\$0	\$100,113	\$132,284
ORG	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total						\$1,049,935	\$29,426,454

*Includes bond proceeds returned (authority may not be available) to the program through reductions to cost incurred, close-outs, loan repayments, rescissions and special education local plan area transfers.

** 2018 Totals does not reflect any reallocation of authority. For current availability of bond authority, see Status of Funds.

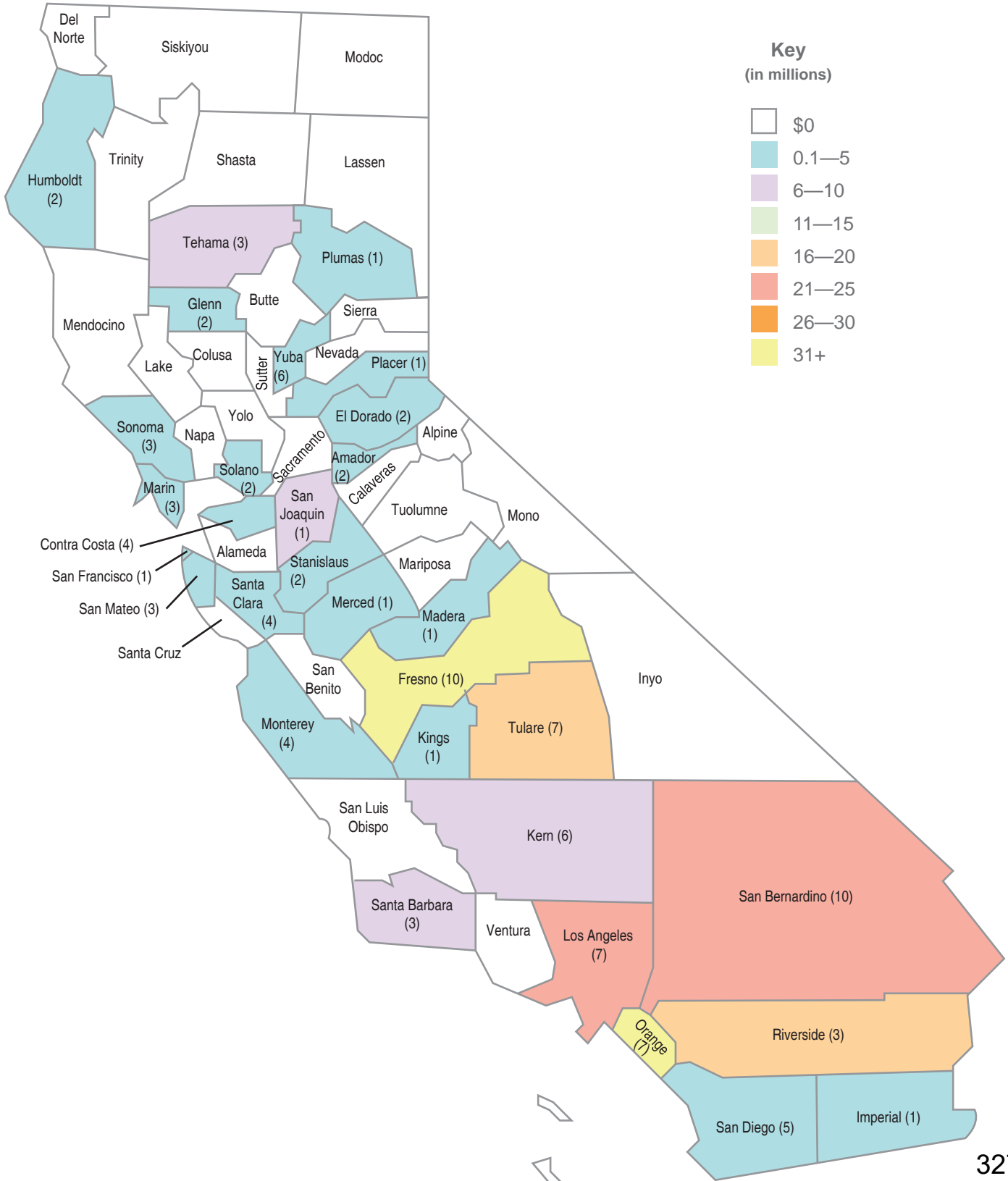
School Facility Program Proposition 51 Apportionments by County

The graphic below displays the amount Apportioned (\$565.2 million) for 199 School Facility Program projects from 102 school districts as of July 31, 2018. The data includes only bond authority provided by Proposition 51 approved by voters in November 2016.



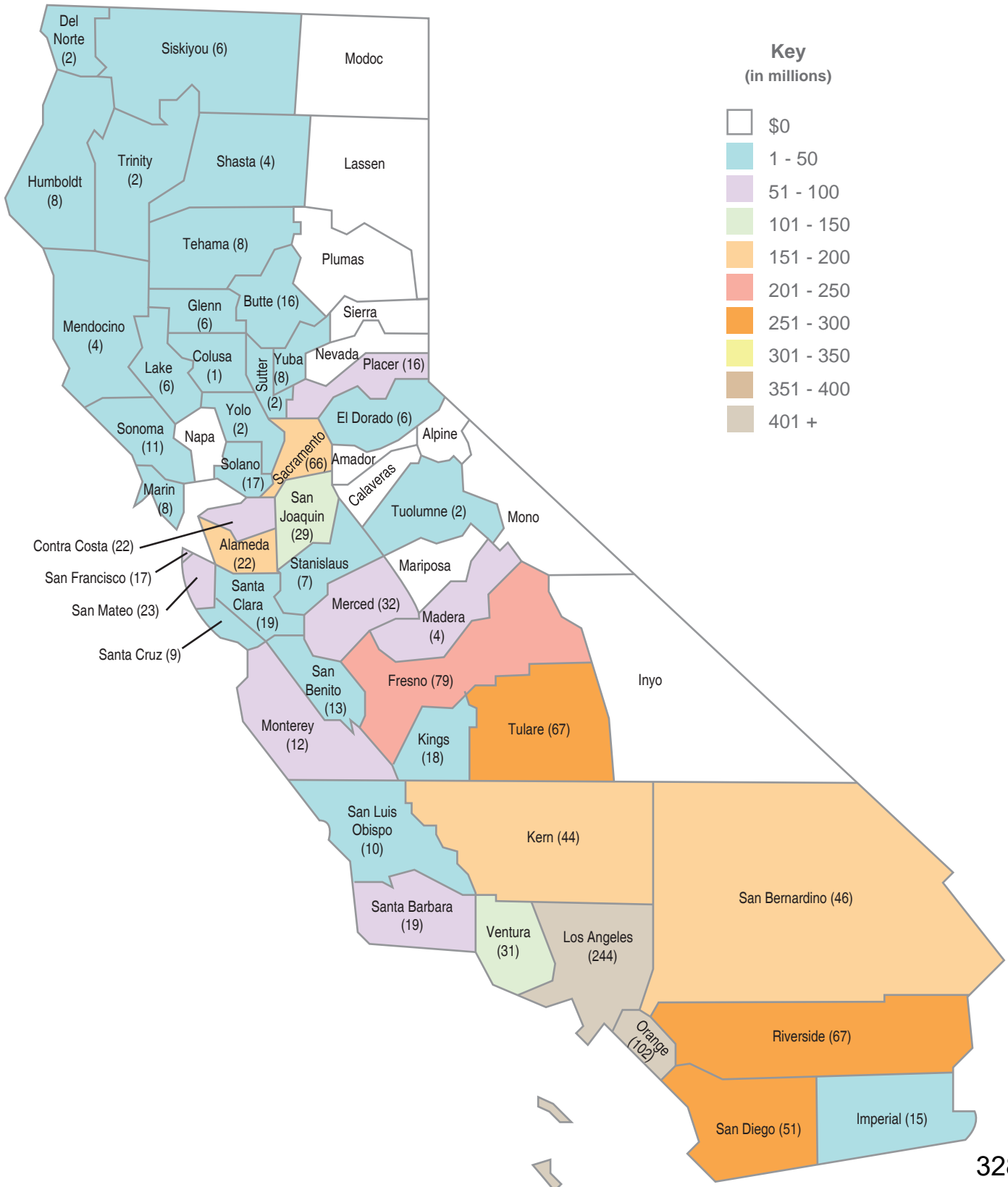
School Facility Program Proposition 51 Unfunded Approvals by County

The graphic below displays the amount of Unfunded Approvals (\$247.9 million) for 108 School Facility Program projects from 65 school districts as of July 31, 2018. The data includes only bond authority provided by Proposition 51 approved by voters in November 2016.



School Facility Program Proposition 51 Current Workload by County

The graphic below displays the Office of Public School Construction's Workload List for New Construction and Modernization (\$4,132.8 million) for 1,203 School Facility Program projects from 309 school districts as of July 31, 2018. The projects are anticipated to be allocated from bond authority provided by Proposition 51 approved by voters in November 2016.



**Proposition 51 Distribution
As of July 31, 2018**

County	Apportioned		Unfunded		Workload List	
	Project Count	Dollar Amount	Project Count	Dollar Amount	Project Count	Dollar Amount
Alameda	2	\$ 3,856,750.00	0	\$ -	22	\$ 158,978,823.00
Alpine	0	\$ -	0	\$ -	0	\$ -
Amador	0	\$ -	2	\$ 5,892,241.00	0	\$ -
Butte	2	\$ 3,667,607.00	0	\$ -	16	\$ 29,085,929.00
Calaveras	0	\$ -	0	\$ -	0	\$ -
Colusa	0	\$ -	0	\$ -	1	\$ 1,480,857.00
Contra Costa	14	\$ 20,185,738.00	4	\$ 5,187,361.00	22	\$ 80,974,078.00
Del Norte	0	\$ -	0	\$ -	2	\$ 691,144.00
El Dorado	3	\$ 3,436,338.00	2	\$ 1,221,576.00	6	\$ 12,077,552.00
Fresno	17	\$ 56,749,246.00	10	\$ 32,365,806.00	79	\$ 235,426,068.00
Glenn	2	\$ 2,803,635.00	2	\$ 4,322,946.00	6	\$ 10,586,299.00
Humboldt	6	\$ 24,055,996.00	2	\$ 1,365,721.00	8	\$ 15,009,909.00
Imperial	0	\$ -	1	\$ 51,890.00	15	\$ 31,408,466.00
Inyo	0	\$ -	0	\$ -	0	\$ -
Kern	5	\$ 38,800,193.00	6	\$ 8,714,773.00	44	\$ 177,007,785.00
Kings	3	\$ 5,131,273.00	1	\$ 640,279.00	18	\$ 22,048,384.00
Lake	0	\$ -	0	\$ -	6	\$ 6,833,413.00
Lassen	0	\$ -	0	\$ -	0	\$ -
Los Angeles	43	\$ 103,334,310.00	7	\$ 24,918,262.00	244	\$ 616,431,258.00
Madera	0	\$ -	1	\$ 41,985.00	4	\$ 60,568,287.00
Marin	3	\$ 2,226,023.00	3	\$ 5,621,390.00	8	\$ 13,166,568.00
Mariposa	0	\$ -	0	\$ -	0	\$ -
Mendocino	3	\$ 939,142.00	0	\$ -	4	\$ 5,782,582.00
Merced	1	\$ 5,203,880.00	1	\$ 405.00	32	\$ 80,299,537.00
Modoc	0	\$ -	0	\$ -	0	\$ -
Mono	0	\$ -	0	\$ -	0	\$ -
Monterey	1	\$ 54,771.00	4	\$ 1,098,063.00	12	\$ 83,338,370.00
Napa	1	\$ 442,693.00	0	\$ -	0	\$ -
Nevada	0	\$ -	0	\$ -	0	\$ -
Orange	20	\$ 52,377,231.00	7	\$ 42,689,967.00	102	\$ 575,399,220.00
Placer	0	\$ -	1	\$ 822,519.00	16	\$ 78,898,646.00
Plumas	0	\$ -	1	\$ 526,164.00	0	\$ -
Riverside	8	\$ 45,061,200.00	3	\$ 18,341,222.00	67	\$ 272,222,167.00
Sacramento	1	\$ 454,883.00	0	\$ -	66	\$ 194,893,558.00
San Benito	0	\$ -	0	\$ -	13	\$ 48,972,828.00
San Bernardino	2	\$ 6,603,747.00	10	\$ 24,448,083.00	46	\$ 165,287,699.00
San Diego	15	\$ 75,021,383.00	5	\$ 5,048,597.00	51	\$ 253,938,155.00
San Francisco	0	\$ -	1	\$ 3,388,412.00	17	\$ 61,867,974.00
San Joaquin	3	\$ 11,652,571.00	1	\$ 7,788,148.00	29	\$ 101,114,911.00
San Luis Obispo	1	\$ 3,219,642.00	0	\$ -	10	\$ 24,185,017.00
San Mateo	5	\$ 6,204,843.00	3	\$ 3,068,821.00	23	\$ 84,188,688.00
Santa Barbara	5	\$ 5,440,601.00	3	\$ 8,978,737.00	19	\$ 81,076,851.00
Santa Clara	8	\$ 13,061,316.00	4	\$ 4,922,947.00	19	\$ 44,531,921.00
Santa Cruz	1	\$ 308,740.00	0	\$ -	9	\$ 11,014,248.00
Shasta	1	\$ 451,339.00	0	\$ -	4	\$ 4,965,296.00
Sierra	0	\$ -	0	\$ -	0	\$ -
Siskiyou	0	\$ -	0	\$ -	6	\$ 6,079,335.00
Solano	0	\$ -	2	\$ 887,007.00	17	\$ 27,028,348.00
Sonoma	5	\$ 5,235,895.00	3	\$ 3,357,604.00	11	\$ 19,410,270.00
Stanislaus	1	\$ 2,687,814.00	2	\$ 3,420,184.00	7	\$ 12,414,762.00
Sutter	0	\$ -	0	\$ -	2	\$ 20,450,190.00
Tehama	0	\$ -	3	\$ 6,537,378.00	8	\$ 2,971,527.00
Trinity	3	\$ 27,463,393.00	0	\$ -	2	\$ 4,053,761.00
Tulare	4	\$ 4,674,484.00	7	\$ 21,803,181.00	67	\$ 260,837,924.00
Tuolumne	0	\$ -	0	\$ -	2	\$ 3,427,966.00
Ventura	9	\$ 33,333,635.00	0	\$ -	31	\$ 128,833,847.00
Yolo	1	\$ 1,053,910.00	0	\$ -	2	\$ 2,097,953.00
Yuba	0	\$ -	6	\$ 435,147.00	8	\$ 1,452,126.00

Total	199	\$ 565,194,222.00	108	\$ 247,906,816.00	1,203	\$ 4,132,810,497.00
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School Facility Program Bond Authority from Proposition 51

(in millions of dollars, as of July 31, 2018)

New Construction

Legend

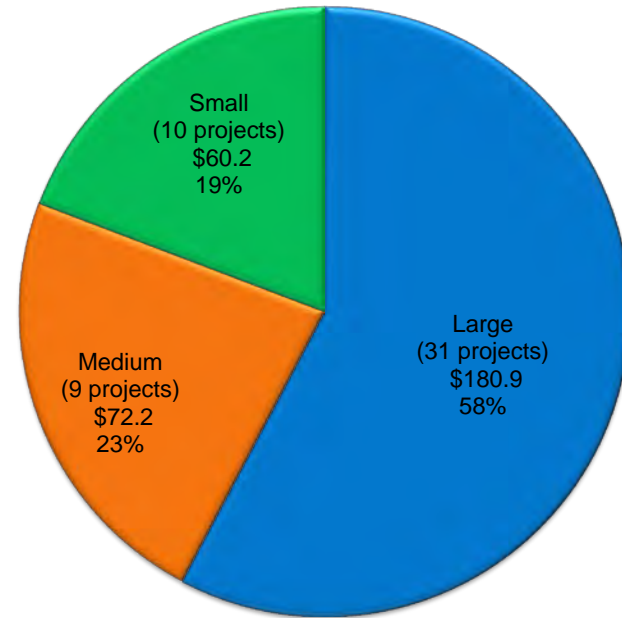
Small School Districts – ADA < 2,500 pupils

Medium School Districts – ADA > 2,500 pupils < 10,000 pupils

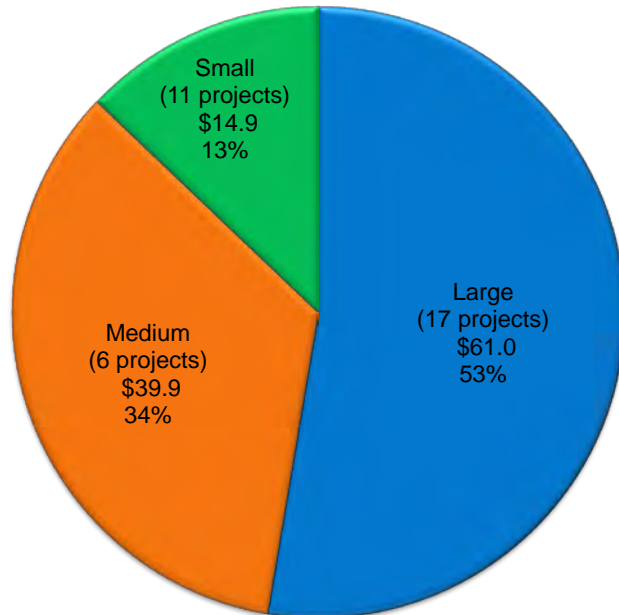
Large School Districts – ADA > 10,000 pupils

District Size (based on 2017/18 Enrollment)
 (# of projects)
 (in millions)

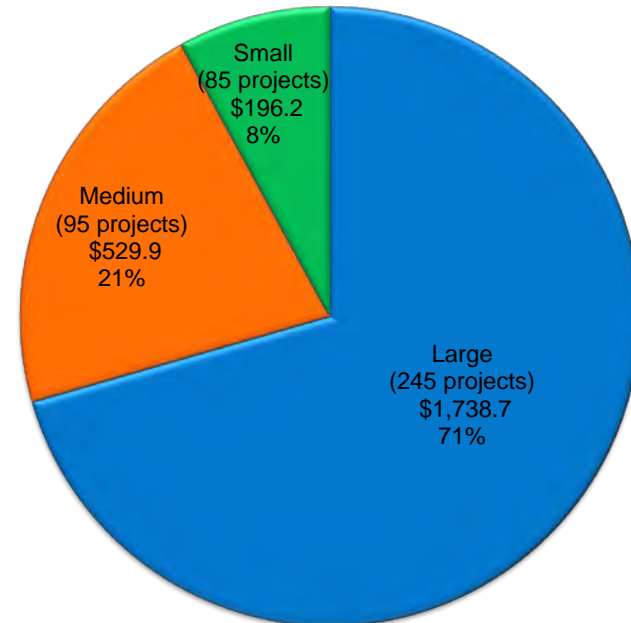
APPORTIONED



UNFUNDED



CURRENT WORKLOAD



School Facility Program Bond Authority from Proposition 51

(in millions of dollars, as of July 31, 2018)

Modernization

Legend

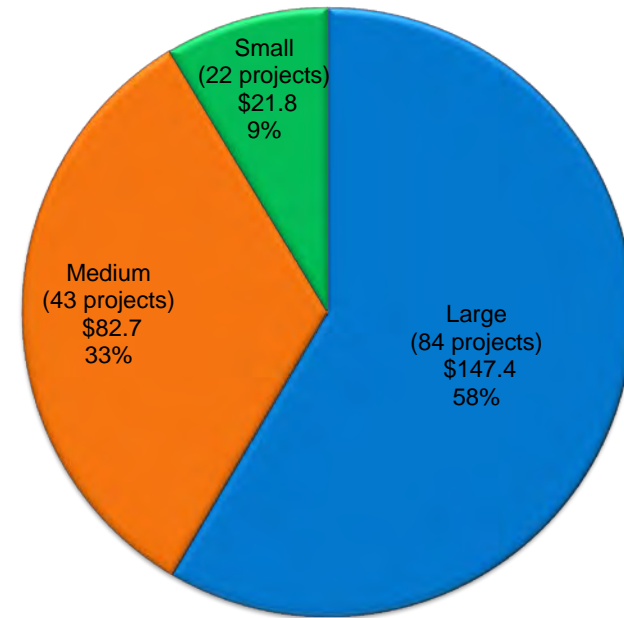
Small School Districts – ADA < 2,500 pupils

Medium School Districts – ADA > 2,500 pupils < 10,000 pupils

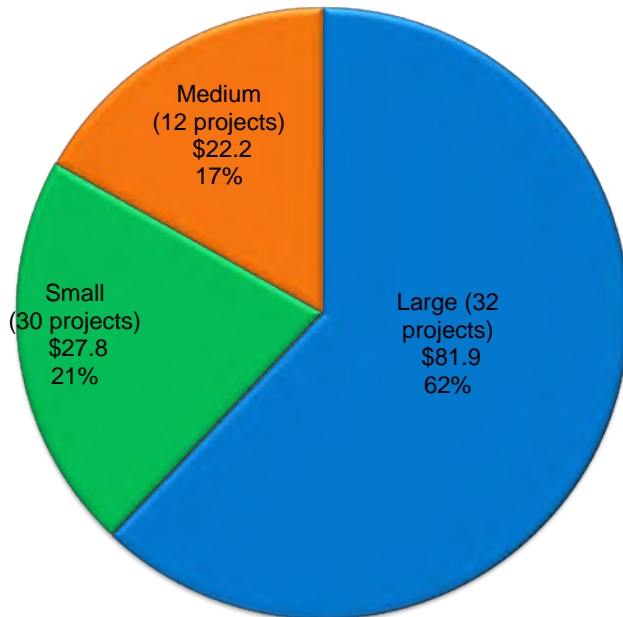
Large School Districts – ADA > 10,000 pupils

District Size (based on 2017/18 Enrollment)
 (# of projects)
 (in millions)

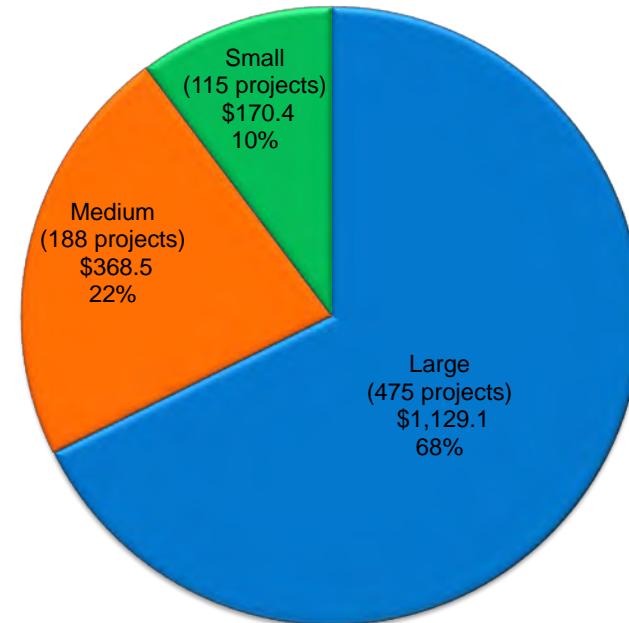
APPORTIONED



UNFUNDED



CURRENT WORKLOAD



Unique School Districts Receiving Proposition 51 Funds (As of July 31, 2018)

New Construction

2017/18 Enrollment	School Districts Statewide		
	#	%	Enrollment
Small – ADA < 2,500 pupils	583	57%	417,039
Medium – ADA > 2,500 pupils < 10,000 pupils	269	26%	1,378,383
Large – ADA > 10,000 pupils	174	17%	4,448,656
	1,024	100%	6,244,078

Apportioned						
#	Enrollment	\$ Amount	By Size*	Size vs. All**	Students***	
5	2,432	\$ 60,195,078	15.6%	0.5%	0.0%	
9	44,425	\$ 72,191,229	28.1%	0.9%	0.7%	
18	1,125,875	\$ 180,904,345	56.3%	1.8%	18.0%	
	32	1,172,732	\$ 313,290,652	100.0%	3.1%	18.8%

Unfunded						
#	Enrollment	\$ Amount	By Size*	Size vs. All**	Students***	
9	7,695	\$ 14,935,632	32.1%	0.9%	0.1%	
6	31,915	\$ 39,949,790	21.4%	0.6%	0.5%	
13	981,166	\$ 61,035,315	46.4%	1.3%	15.7%	
	28	1,020,776	\$ 115,920,737	100.0%	2.7%	16.3%

Workload						
#	Enrollment	\$ Amount	By Size*	Size vs. All**	Students***	
58	52,770	\$ 196,156,510	31.2%	5.7%	0.8%	
59	312,089	\$ 529,927,483	31.7%	5.8%	5.0%	
69	2,218,214	\$ 1,738,699,584	37.1%	6.7%	35.5%	
	186	2,583,073	\$ 2,464,783,577	100.0%	18.2%	41.4%

Modernization

2017/18 Enrollment	School Districts Statewide		
	#	%	Enrollment
Small – ADA < 2,500 pupils	583	57%	417,039
Medium – ADA > 2,500 pupils < 10,000 pupils	269	26%	1,378,383
Large – ADA > 10,000 pupils	174	17%	4,448,656
	1,024	100%	6,244,078

Apportioned						
#	Enrollment	\$ Amount	By Size*	Size vs. All**	Students***	
19	17,147	\$ 21,792,365	23.8%	1.9%	0.3%	
25	139,831	\$ 82,741,410	31.3%	2.4%	2.2%	
36	1,587,449	\$ 147,369,795	45.0%	3.5%	25.4%	
	80	1,744,427	\$ 251,903,570	100.0%	7.8%	27.9%

Unfunded						
#	Enrollment	\$ Amount	By Size*	Size vs. All**	Students***	
21	14,645	\$ 27,827,105	44.7%	2.1%	0.2%	
9	39,778	\$ 22,245,761	19.1%	0.9%	0.6%	
17	495,714	\$ 81,913,213	36.2%	1.7%	7.9%	
	47	550,137	\$ 131,986,079	100.0%	4.6%	8.8%

Workload						
#	Enrollment	\$ Amount	By Size*	Size vs. All**	Students***	
78	79,647	\$ 170,374,557	33.9%	7.6%	1.3%	
76	396,473	\$ 368,522,363	33.0%	7.4%	6.3%	
76	2,617,663	\$ 1,129,130,000	33.0%	7.4%	41.9%	
	230	3,093,783	\$ 1,668,026,919	100.0%	22.5%	49.5%

*Percentage of funding to small, medium or large school districts

** Percentage of funding to small, medium, and large school district vs. all school districts

***Percentage of students statewide

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, August 15, 2018

PROPOSED REGULATORY AMENDMENTS TO THE
CAREER TECHNICAL EDUCATION FACILITIES PROGRAM

PURPOSE OF REPORT

To present proposed regulatory amendments for additional criteria for tie-breakers in the funding order of Career Technical Education Facilities Program (CTEFP) applications in the School Facility Program (SFP) Regulations.

DESCRIPTION

SFP Regulations stipulate that CTEFP funds be apportioned based on the highest scored application from each locale (Urban, Suburban, and Rural) with at least one application from each locale. If two or more applications share the same score and locale, the application with the highest number of points in all weighted areas will be funded first. During the processing of applications for the fourth funding cycle of the CTEFP, there were multiple instances of tied rankings in the funding order. SFP Regulations currently do not address how to resolve tied scores. This item seeks Board approval for regulatory amendments, included as Attachment A, which add additional criteria to determine the ranking of funding applications.

AUTHORITY

See Attachment B.

BACKGROUND

On May 23, 2018, the State Allocation Board approved applications for the fourth funding cycle of the CTEFP. In accordance with SFP Regulations, the funding order for applications is determined by career technical education (CTE) plan score and locale (to determine locale, OPSC uses the National Center for Education Statistics). The highest scoring application in each of the three designated locales (Urban, Suburban and Rural) is presented for funding and then the process repeats until applications or funding is exhausted, whichever comes first.

During the processing of the fourth funding cycle, Staff encountered 42 instances of ties in the funding order of CTEFP applications. SFP Regulations state that funding for applications receiving the same CTE plan score will be funded in order of highest total points in all weighted areas identified in Education Code Section 17078.72(j). If two or more applications have the same CTE plan score and locale, the complete score (extended by two decimal points) was taken into consideration. If two or more applications had the same extended score, the California Department of Education (CDE) provided OPSC with the applications' total weighted score as a tie-breaker. However, there were some occurrences of multiple applications having the same total weighted score.

Current SFP Regulations for the CTEFP do not identify additional criteria to determine the ranking of applications that share the same total weighted score. Absent a regulation to provide further direction, Staff placed these applications in order of Form SAB 50-10 date received and then alphabetically. For projects that received approval in the fourth funding cycle so far, the tied scores did not impact whether or not an application received funding, only the order of the list.

Stakeholder Feedback

On July 18 and August 2, 2018, Staff held meetings to obtain stakeholder feedback on additional criteria for tie-breakers in the funding order of CTEFP applications for future amendments to the SFP Regulations.

BACKGROUND (cont.)

At the first meeting, Staff provided an overview of the program, the application process, the components of an application score, and the funding order of applications. For reference, the statutorily required elements of the overall and weighted scores are included below.

Application Score

The CTE plan score is determined by CDE and is based on relevant career technical education curriculum and facility needs to increase student achievement, as required by statute. CDE's review is based on a scoring rubric across eight categories, with a maximum score of 141 points. The eight categories are based on the following:

- | | |
|---------------------------------|-----------------------------|
| 1. The CTE Plan | 5. Education Specifications |
| 2. Pupil Enrollment Projections | 6. Budget Justification |
| 3. Feeder School Identification | 7. Unique Conditions |
| 4. Accountability Plan | 8. Overall Feasibility |

Weighted Score

Six components across the eight categories are used to determine a weighted score to decide additional funding priority components such as:

1. Labor market demand for highly qualified technical employees in the selected industry sector.
2. The total annual number of students expected to attend the proposed CTE program that will be supported with grant funds.
3. Geographic proximity of similar CTE programs in the area and how the project would complement, enhance or differ from the existing CTE offerings available in the area.
4. School accountability plan for enrollment and expected outcome(s).
5. Estimated annual capital cost per student and the rationale/method used for calculating this cost.
6. Financial participation and ongoing support plan of all business and industry partners in the construction and equipping of the facility.

At the second meeting, Staff presented proposed regulatory amendments based on the stakeholder feedback received from the first meeting.

STAFF ANALYSIS/STATEMENTS

Staff presented several options for stakeholders' consideration on additional criteria to be used to resolve tied scores in future CTEFP funding cycles. A summary of the options, the feedback received, and an overview of the proposed regulatory amendments is included below. The proposed regulatory amendments are included as Attachment A.

Summary of Feedback on the Options

Of the options discussed, participating stakeholders were generally in favor of tie-breaker criteria that give priority to first time recipients of CTEFP funding in the current cycle for which the applications were being considered or the cycle prior to the current one. Doing so would fit with the statutory intent to distribute CTEFP funds throughout the state. If the tie was still not broken, participants recommended that a lottery system could be used.

STAFF ANALYSIS/STATEMENTS (cont.)

Stakeholders were generally not in favor of options that would give priority to the date of receipt of an application to CDE or OPSC ahead of the established deadlines. They stated that it could incentivize applicants to submit an application as soon as possible, instead of submitting the application within the filing round deadline and may impact the amount of time the applicant can spend creating a quality application. Participants were also not in favor of options that could result in over-emphasis of elements that are already included in the CTE plan score.

Based on these discussions, Staff has prepared the proposed regulatory amendments summarized below.

Summary of Proposed Changes

The proposed regulatory amendments are included in SFP Regulation Section 1859.196(d)(3). Three new subsections are proposed to define the criteria for funding order when a tie exists among two or more Approved Applications for Career Technical Education Facilities Project Funding. The proposed order is as follows:

1. Section 1859.196(d)(3)a. – first, the application with the highest total score in all weighted areas.
2. Section 1859.196(d)(3)b. – next, the applicant that does not have another application that will receive funding in the current cycle or did not receive funding in the prior funding cycle.
3. Section 1859.196(d)(3)c. – if the tie is still not resolved, funding order may be based on a lottery.

Technical Changes

Staff is proposing technical changes as well to enumerate previously unnumbered paragraphs that appear below the existing Section 1859.196(d). These paragraphs would be numbered sections (e) and (f). In the review of this section, Staff also noticed that the defined term used in these two paragraphs to reference CTEFP applications was not correct. Therefore, the term Career Technical Education Facilities Project is being replaced by the term, Approved Application for Career Technical Education Facilities Project Funding, which refers to an application that has not yet been funded. The current term refers to an application that has been approved by the Board for funding. The current definitions are as follows:

“Approved Application for Career Technical Education Facilities Project Funding” means an applicant has submitted an *Application for Career Technical Education Facilities Funding*, Form SAB 50-10, including all required supporting documents as identified in the General Information Section of that Form, to the OPSC and the OPSC has accepted the application for processing.

“Career Technical Education Facilities Project” means a project approved by the Board pursuant to Education Code Section 17078.72.

Additionally, Staff proposes to update a reference in SFP Regulation Section 1859.194 that defines the conditions for how an applicant who received a loan for its matching share can qualify for a one-time extension to the 10-year repayment plan. The proposed change mirrors the conditions for repayments outlined in SFP Regulation Section 1859.106.1. The statute referenced is no longer operative, which necessitates the change to make the requirements of CTEFP consistent with other School Facility Programs.

RECOMMENDATIONS

1. Adopt the proposed regulations as shown in Attachment A, which established additional criteria for breaking ties in the funding order of CTEFP applications in SFP Regulations.
2. Authorize the Executive Officer to file the proposed regulations with the OAL and make the regulations permanent.

This Item was approved by the State Allocation Board on August 15, 2018.

ATTACHMENT A

CAREER TECHNICAL EDUCATION FACILITIES PROGRAM REGULATORY AMENDMENTS

Section 1859.194. Career Technical Education Facilities Program Matching Share Requirement.

...

Upon apportionment, the OPSC will prepare a loan agreement on behalf of the Board for the applicant.

...

(b) The loan agreement shall stipulate the following:

(1) The loan term shall be set at ten years with a one-time extension of five years if the applicant is in ~~jeopardy of becoming financially insolvent and becoming subject to the requirements of Assembly Bill (AB) 1200, Chapter 1213, Statutes of 1991 (Eastin)~~ a severe hardship condition as evidenced by at least one of the following criteria:

(A) For a school district or county office of education, the district or county office of education is listed on the current CDE List of Negative and Qualified Certifications of School Districts and County Offices of Education.

(B) For a school district or county office of education, the amount due to the State for one or more projects would cause the district or county office of education to be listed on the CDE List of Negative and Qualified Certifications of School Districts and County Offices of Education report. Where the financial condition of a school district is involved, the county office of education must submit a letter to the OPSC on behalf of its representative school districts for consideration substantiating that the repayment will place the district on the CDE List of Negative and Qualified Certifications of School Districts and County Offices of Education. Where the financial condition of a county office of education is involved, the CDE must submit a letter to the OPSC on behalf of the county office of education for consideration substantiating that the repayment will place the county office of education on the CDE List of Negative and Qualified Certifications of School Districts and County Offices of Education.

(C) For a joint powers authority, the amount due to the State for one or more projects would cause the joint powers authority severe financial hardship. The joint powers authority's authorizing agencies must submit a letter to the OPSC on behalf of the joint powers authority for consideration substantiating that the repayment may result in the joint powers authority being unable to meet its financial obligations for the current or subsequent two fiscal years.

Note: Authority cited: Sections 17070.35, 17078.72(k), and 17078.72(l), Education Code.

Reference: Sections 17076.10 and 17078.72, Education Code.

Section 1859.196. Career Technical Education Facilities Program Funding Order.

...

(d) For the third and any subsequent cycles, the Board shall apportion funds regardless of Service Region.

(1) Funds shall be apportioned to the highest ranked project in each locale. In order to continue this funding process, one project from each locale must be apportioned. If there are no applications in a given locale(s), projects will be apportioned in the remaining locale(s).

(2) The process will continue until the applications or funds are exhausted, whichever comes first.

(3) In the event two or more applications have the same career technical education plan score ~~and are in the same locale, the applicant with the highest total points in all weighted areas of the career technical education plan score identified in Education Code Section 17078.72(j) will be funded first.~~ the Board shall approve the applications in the following order:

(A) The application with the highest total score in all weighted areas of the career technical education plan score identified in Education Code Section 17078.72(j).

ATTACHMENT A

(B) The applicant without a Career Technical Education Facilities Project in the immediate prior funding cycle or without an Approved Application for Career Technical Education Facilities Project Funding that will receive funding in the current cycle.

(C) After the above criteria have been applied, a lottery system may be used to determine the final funding order.

(e) If an Approved Application for Career Technical Education Facilities Project Funding ~~Career Technical Education Facilities Project~~ within any funding cycle cannot be fully apportioned because insufficient funding is available, the applicant may either accept the available funding as the full and final apportionment for the project or refuse funding entirely. If funding is refused, the Board shall consider funding the next project eligible for an apportionment pursuant to this Section.

(f) For any Career Technical Education Facilities Project Approved Application for Career Technical Education Facilities Project Funding not apportioned pursuant to this Section, the application shall be returned to the applicant. ~~A Career Technical Education Facilities Project~~ An Approved Application for Career Technical Education Facilities Project Funding returned to the applicant may be resubmitted during a subsequent application acceptance period identified in Section 1859.191, provided the application meets the eligibility criteria in Section 1859.192.

Note: Authority cited: Sections 17070.35 and 17078.72(k), Education Code.

Reference: Section 17078.72, Education Code.

ATTACHMENT B

AUTHORITY

Education Code (EC) Section 17070.35 states in part:

(a) In addition to all other powers and duties as are granted to the board by this chapter, other statutes, or the California Constitution, the board shall do all of the following:

(1) Adopt rules and regulations, pursuant to the rulemaking provisions of the Administrative Procedure Act, Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, for the administration of this chapter....

EC Section 17078.72 states in part:

(k) The Office of Public School Construction shall develop and the board shall approve regulations to implement this article on or before April 19, 2007, and the board may promulgate those regulations first on an emergency basis, which shall be effective for no more than 12 months, after which any permanent regulations shall be promulgated in accordance with the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

THE INFORMATION ON THE
APPLICATION OF CONSTRUCTION
COST INDEX ADJUSTMENTS REPORT
HAS BEEN WITHDRAWN

REPORT OF THE EXECUTIVE OFFICER
State Allocation Board Meeting, August 15, 2018

MATERIAL INACCURACY OVERVIEW

PURPOSE OF REPORT

To provide an overview of the Material Inaccuracy statute, Education Code (EC) Section 17070.51, added by Senate Bill 2066, Chapter 590, Statutes of 2000 (O'Connell) and historical background of its application in the past.

BACKGROUND

Since the enactment of the Material Inaccuracy statute in 2001, OPSC has presented a number of Material Inaccuracy informational items to the State Allocation Board (Board). In addition to this Material Inaccuracy Overview item, OPSC has presented items discussing methodologies used in recommending interest and the loss of self-certification as a result of a Material Inaccuracy Finding.

A version of this Material Inaccuracy Overview item was last presented in 2009.

AUTHORITY

Material Inaccuracy

To make a finding of Material Inaccuracy, Education Code Section 17070.51(a) states, "If any certified eligibility or funding application related information is found to have been falsely certified by school districts, architects or design professionals, hereinafter referred to as a material inaccuracy, the OPSC shall notify the Board."

School Facility Program (SFP) Regulation Section 1859.2 (Definition of Material Inaccuracy), "Means any falsely certified eligibility or funding application related information submitted by school districts, architects or other design professionals that allowed the school district an advantage in the funding process."

For the full text of EC Section 17070.51 and additional authority citations associated with this item please see Attachment A.

FINDING OF A MATERIAL INACCURACY

Only the Board can make a finding of a Material Inaccuracy.

Senate Bill 2066, Chapter 590, Statutes of 2000 (O'Connell), which became effective on January 1, 2001, added EC Section 17070.51 which provides that OPSC shall notify the Board if any certifications of eligibility or funding application related information are found to have been falsely certified by school districts, architects or design professionals. Additionally, this EC Section provides the Board with the authority to impose penalties if Material Inaccuracies have occurred. Material Inaccuracy is further defined in SFP Regulation Section 1859.2 as any falsely certified eligibility or funding application that allowed the district an advantage in the funding process.

Under the law and regulations governing Material Inaccuracy, the term "falsely certified" is used. It is not necessary for the Board to determine that a certification was knowingly false. The term in this context is the simple and common meaning of inaccurate or not true. This standard does not require a finding of any intent or specific knowledge on the part of a district.

(Continued on Page Two)

FINDING OF A MATERIAL INACCURACY (cont.)

Before interest and loss of self-certification privileges can be imposed on a district, the Board must find that a Material Inaccuracy occurred for the district. Staff presents research, analysis, and recommendations to the Board for Material Inaccuracy consideration. Material Inaccuracy board items involve a rigorous process of analysis and review of all project information by Staff. The analysis and review includes all district-submitted information and any information on file or discovered by OPSC. Identified issues are then evaluated to the standards set forth in statute and regulation. Should Staff find a violation of statute or regulation, Staff will move forward with an item to the Board. Based on the information provided in the item, Staff may make the following recommendations to the Board, including but not limited to:

- A finding that a Material Inaccuracy occurred.
- Require the district to repay the additional funding received beyond the amount the district was entitled to for the project.
- Require the district to repay the interest resulting from the funding advantage in order to make the bond funds whole.
- Prohibit the district from self-certification privileges for a period of up to five years.
- Require the district to pay the increased costs associated with the alternative certification method.

The most probable reasons that a school district may be subject to a finding of Material Inaccuracy are:

- Premature or invalid submittal of the *Fund Release Authorization* (Form SAB 50-05).
- Unauthorized changes in scope to the SAB's approved *Application for Funding* (Form SAB 50-04).
- Inaccurate submittal of the *Eligibility Determination* (Form SAB 50-03).
- Failure to satisfy the certifications made on any of the official project documentation which results in a funding advantage.

DISCUSSION

The following is a discussion of some Material Inaccuracy scenarios.

Interest on Premature and Invalid Fund Releases

Historically, the most common form of Material Inaccuracy is a premature certification on the *Fund Release Authorization* form that the school district entered into binding contract(s) for at least 50 percent of the construction included in the plans applicable to the State-funded project. Before any interest for a premature fund release can be assessed, the SAB must find that a district received a funding advantage as a result of a false certification on the *Fund Release Authorization* form. A funding advantage occurs when the district prematurely certifies, but the district did not meet this certification until after the warrant was released. In this scenario, since the funds were prematurely released to the district, the district received a funding advantage and the State lost interest on these funds during the period of time that the funds should have remained in the State bond fund accruing interest.

Unauthorized Scope Changes

Current Board and OPSC procedures require evidence of the Division of the State Architect (DSA) and the California Department of Education (CDE) approval prior to bringing apportionments to the Board for approval. EC Section 17072.30 requires the Board to apportion funds to an eligible school district only upon the approval of the project pursuant to the Field Act.

The Board does allow for changes in scope on a case-by-case basis provided the project still meets the original intent/purpose of the project and DSA and CDE have approved the change. Also, such as in the case of deletion of square footage, non-minimal essential facility area, or conversion from permanent to modular construction, the project must still meet the 60 percent construction commensurate requirement.

(Continued on Page Three)

DISCUSSION (cont.)*Unauthorized Scope Changes (cont.)*

Should OPSC determine that a school district did not construct the project as requested on the Form SAB 50-04 and the Board did not approve the change, the Board may find that the school district falsely certified the Form SAB 50-04. One example is when a school district does not construct all classrooms for which it was funded. EC Section 17072.35 states that "A grant for new construction may be used for any and all costs necessary to adequately house new pupils in any approved project..." In this case Staff would recommend that excess funding associated with unhoused pupils is returned to the State, including interest, and that the pupil grants associated with the application be returned to the district's baseline eligibility.

If an audit of the project determines that funding was provided for work that was not completed a school district may have received a funding advantage. Staff would determine the effects of the scope change and may recommend adjustments to the school district's grants. Staff may also recommend a Material Inaccuracy finding by the Board.

Eligibility

As a part of establishing eligibility for new construction funding under the SFP, a five year enrollment projection is made using current and historical enrollment figures. When a district is anticipating unprecedented growth that is not represented in the historical enrollment of the district, the projection may be augmented by reporting pupils that are expected as a result of proposed dwelling units contained in approved and valid tentative subdivision maps. When using this process to supplement the enrollment projection, the district must certify that the local planning commission has approved the tentative subdivision maps and that the maps are available at the district for verification by OPSC.

Incorrectly reporting dwelling units can result in a substantial increase to the district's new construction eligibility. Further, this false eligibility could allow a district to receive funding that they would not have otherwise been entitled to, funding that could go to other districts who have appropriate eligibility.

If an audit of the project determines that eligibility was established improperly and a school district has received funding as a result of the false eligibility, the district received a funding advantage and the State lost interest on these funds during the period of time that the funds should have remained in the State bond fund earning interest. Staff would recommend correction to the school district's eligibility baseline and rescission of any apportionments associated with the false eligibility. Interest would also be required to be returned to the State

Certification of Participation Non-Disclosure – Funding Advantage

The EC requires that districts seeking Financial Hardship (FH) assistance must be making all reasonable efforts to fund their matching share of their projects before seeking assistance from the State. As a result, a district must be using all of their available capital facility related funding toward any school construction project. The SFP FH regulations require that a district seeking FH assistance must disclose all funds that can be utilized for capital facility purposes. Staff analyzes this information to determine what funds are available as matching share for their SFP projects. This review of capital facility funding potentially available as matching contribution includes the review of any Certificates of Participation (COP).

Not disclosing revenue from a COP that is designated for specific capital facility purposes and is located in a non-capital facility related account can result in a significant funding advantage for a school district. Not including all COP related revenue in a FH review of capital facility funding could result in a determination of less funding available for contribution. This would mean a district would then falsely receive too large an amount of FH apportionments for their projects.

(Continued on Page Four)

DISCUSSION (cont.)

Certification of Participation Non-Disclosure (cont.)

If an audit of a project for a future FH review determines that not all COP funding was disclosed in a previous FH review and the district received FH apportionments as a result of the non-disclosure of capital facility related funding, the district received a funding advantage and the State lost interest on those funds. Staff would recommend a reduction or recession of any FH apportionments associated with the non-disclosure of COP related capital facility funding. Staff may also recommend a Material Inaccuracy finding by the Board.

PAST MATERIAL INACCURACIES

Since the inception of the SFP in 1998, Staff has presented a recommendation of a Material Inaccuracy for 15 districts/county office of educations (COE). Of the 15 districts/COEs, the Board has found 12 be materially inaccurate. Of the 12, nine involved a funding advantage. The material inaccuracies encompassed 57 projects of 10,779 audited and closed projects (0.52%). Of the three that were not found to be materially inaccurate, two were required to pay back funds to the State and one was not required to.

For a history of Material Inaccuracy items presented to the Board, please see Attachment B.

RECOMMENDATION

Acknowledge this report.

The State Allocation Board acknowledged this Report on August 15, 2018.

ATTACHMENT A

AUTHORITY

EDUCATION CODE (EC) SECTION 17070.51 (FULL TEXT)

17070.51.

(a) If any certified eligibility or funding application related information is found to have been falsely certified by school districts, architects or design professionals, hereinafter referred to as a material inaccuracy, the Office of Public School Construction shall notify the board.

(b) The board shall impose the following penalties if an apportionment and fund release has been made based upon information in the project application or related materials that constitutes a material inaccuracy.

(1) Pursuant to a repayment schedule approved by the board of no more than five years, the school district shall repay to the board, for deposit into the 1998 State School Facilities Fund, the 2002 State School Facilities Fund, or the 2004 State School Facilities Fund, or the case may be, an amount proportionate to the additional funding received as a result of the material inaccuracy including interest at the rate paid on moneys in the Pooled Money Investment Account or at the highest rate of interest for the most recent issue of state general obligation bonds as established pursuant to the Chapter 4 (commencing with Section 16720), of Part 3 of Division 4 of Title 2 of the Government Code, whichever is greater.

(2) The board shall prohibit the school district from self-certifying certain project information for any subsequent applications for project funding for a period of up to five years following the date of the finding of a material inaccuracy or until the district's repayment of the entire amount owed under paragraph (1). Although a school district that is subject to this paragraph may not self-certify, the school district shall not be prohibited from applying for state funding under this chapter. The board shall establish an alternative method for state or independent certification of compliance that shall be applicable in these cases. The process shall include, but shall not be limited to, procedures for payment by the school district of any increased costs associated with the alternative certification process.

(c) For school districts found to have provided material inaccuracies when a funding apportionment has occurred, but no fund release has been made, the board shall direct its staff to reduce the apportionment as necessary to reflect the actual nature of the project and to disregard the inaccurate information or material, and paragraph (2) of subdivision (b) shall apply.

(d) For those school districts found to have provided material inaccuracies when no funding apportionment or fund release has been made, the inaccurate information or materials shall not be considered, and paragraph (2) of subdivision (b) shall apply. The project may continue if the application, minus the inaccurate materials, is still complete.

LOSS OF SELF-CERTIFICATION

EC Section 17070.51(b)(2) states that, "The board shall prohibit the school district from self-certifying certain project information for any subsequent applications for project funding for a period of up to five years following the date of the finding of a Material Inaccuracy or until the district's repayment of the entire amount owed under paragraph (1)." The statute further states, "...The board shall establish an alternative method for state or independent certification of compliance that shall be applicable in these cases. The process shall include, shall but not be limited to, procedures for payment by the school district of any increased costs associated with the alternative certification process."

School Facility Program (SFP) Regulation Section 1859.104.1(c)(2) further clarifies EC Section 17070.51(b)(2) and requires that the district "shall be prohibited from self-certifying project information for a period of up to five years from the date the Board made the finding of Material Inaccuracy for the project. A prohibition from self-certification of project information may be less than five years as determined on a case-by-case basis by the Board."

SFP Regulation Section 1859.104.1(c)(3) states the district shall be required to file all projects pursuant to Section 1859.104.2 for a period of up to five years from the date the Board made the finding of Material Inaccuracy for the project.

SFP Regulation Section 1859.104.1(c)(4) states the district shall be subject to the fee prescribed by Section 1859.104.3, which states if the SAB has made a finding of Material Inaccuracy, the SAB shall charge the district an amount of \$100 per hour for the additional hours to process and review the district's applications submitted during the timelines prescribed in Section 1859.104.1(c)(2).

**ATTACHMENT B
PAST MATERIAL INACCURACY ITEMS PRESENTED TO THE SAB**

School District	Material Accuracy Finding made by the SAB	Date of Material Inaccuracy Finding	Reason for Recommended Material Inaccuracy				Certificate of Participation (COP) Non-Disclosure	Number of Projects Involved	Amount Paid to the State	Duration of Loss of Self-Certification Penalty
			Premature Fund Release	Unauthorized Scope Change	Eligibility Issue					
A	Yes	7/2/2003			X		District-wide	N/A	5 years	
B	Yes	3/24/2004	X				24	\$1,167,142	5 years	
C	Yes	5/24/2006	X				7	\$445,532	5 years	
D	Yes	5/23/2007	X				2	\$6,655	1 year	
E	Yes	9/26/2007				X	3	\$12,504,792	5 years	
F	Yes	1/30/2008	X				2	\$53,145	0 years	
G	Yes	1/30/2008	X				1	\$123,947	0 years	
H	Yes	10/6/2010	X				3	\$139,397	2 years	
I	Yes	11/3/2010	X				8	\$257,652	5 years	
J	Yes	6/22/2011	X				1	\$76,278	4 years	
K	Yes	9/28/2011	X				5	\$540,386	4 years	
L	Yes	1/23/2013			X		1	\$1,737,943	2 years	
M	No	N/A		X			1	\$1,924,560	N/A	
N	No	N/A	X				7	N/A	N/A	
O	No	N/A	X				1	\$5,098	N/A	

Tentative Workload

September 2018

ACTION ITEMS

Klamath-Trinity Joint Unified School District/Humboldt

REPORTS, DISCUSSION and INFORMATION ITEMS

Standard Information Items

FINANCIAL REPORTS

Status of Fund Releases

Status of Funds

Tentative Workload

October 2018

ACTION ITEMS

REPORTS, DISCUSSION and INFORMATION ITEMS

Standard Information Items

FINANCIAL REPORTS

Status of Fund Releases

Status of Funds

Tentative Workload

December 2018

ACTION ITEMS

REPORTS, DISCUSSION and INFORMATION ITEMS

Standard Information Items

FINANCIAL REPORTS

Status of Fund Releases

Status of Funds

APPEALS Received as of July 31, 2018

Appeal Received Date	District/County	Tentative SAB Date*	Description
12/7/17	Alpaugh Unified School District/Tulare	TBD	District is requesting additional grants for two Facility Hardship Program projects.
3/19/18	Farmersville Unified School District/Tulare	9/2018	District is requesting to retain savings from a Financial Hardship funded Facility Hardship project.
5/25/18	Island Union Elementary School District/Kings	9/2018	District requests funding for a new construction project that was denied due to loss of eligibility.
6/12/18	Corona-Norco Unified School District/Riverside	9/2018	District is requesting an alternate bond source for the Apportionment previously provided.
6/18/18	Three Rivers Union Elementary School District/Tulare	9/2018	District requests approval for Financial Hardship status under other evidence.
6/19/18	Lake Elementary School District/Glenn	9/2018	District requests a change of scope for its new construction project.
7/17/18	Ross Valley School District/Marin	10/2018	District requests funding for a new construction project that was denied due to loss of eligibility.

*Please note: Tentative SAB Date is not a guaranteed meeting date and may be subject to change.

STATE ALLOCATION BOARD MEETING DATES

The remaining State Allocation Board (SAB) meeting dates for the 2018 calendar year are as follows:

<u>Board Date</u>	<u>Type of Meeting</u>
September 26, 2018*	Monthly (Consent/Appeals/Action)
October 24, 2018*	Monthly (Consent/Appeals/Action)
December 2018*	Monthly (Consent/Appeals/Action)

*The projected dates and time will be determined upon the discussion with the Vice-Chair and Chair based on workload.

The SAB meets in different rooms within the State Capitol at 4:00 p.m. when the State Legislature is in session and at 2:00 p.m. when the State Legislature is out on recess. Due to scheduling changes within the Legislature, some of the SAB meetings may be canceled or changed with short notice.

INFORMATION ITEM

SCHOOL FACILITY PROGRAM NEW CONSTRUCTION AND MODERNIZATION UNFUNDED LIST (as of June 27, 2018)

The New Construction and Modernization projects on this list have received an “unfunded” approval by the State Allocation Board (SAB). Note that an “unfunded” approval does not guarantee a future apportionment by the SAB.

Published monthly in the SAB Agenda.

This report is also on the OPSC Web site at:
www.dgs.ca.gov/opsc

Unfunded Approvals as of
June 27, 2018 SAB

County	School District	Application Number	Program	Approval	Received Date	SAB Unfunded Approval	Financial Hardship Apportionment	Loan	State Share	Total Apportionment	Cumulative Amount	Submitted Certification Letter May 2018	Grant Agreement Received as of 06/30/2018
SAN DIEGO	FALLBROOK UNION ELEMENTARY	51/68114-00-003	Facility Hardship	G	8/9/2017	1/24/2018	0.00	0.00	769,514.00	769,514.00	769,514.00	Yes	Yes
HUMBOLDT	FORTUNA UNION HIGH	58/62810-00-001	Rehabilitation	G	8/17/2017	1/24/2018	0.00	0.00	2,713,111.00	2,713,111.00	3,482,625.00	Yes	Yes
KERN	SIERRA SANDS UNIFIED	58/73742-00-004	Rehabilitation	G	11/15/2016	2/28/2018	0.00	0.00	\$182,369.00	182,369.00	3,664,994.00	No	Yes
PLUMAS	PLUMAS UNIFIED	58/66969-00-002	Rehabilitation	G	3/20/2017	2/28/2018	0.00	0.00	\$526,164.00	526,164.00	4,191,158.00	Yes	Yes
SAN DIEGO	ESCONDIDO UNION ELEMENTARY	58/68098-00-001	Rehabilitation	G	9/14/2017	3/21/2018	0.00	0.00	\$36,180.88	536,180.88	4,727,338.88	Yes	No
SOLANO	SOLANO COUNTY OFFICE OF EDUCATION	58/10488-00-001	Rehabilitation	G	12/21/2017	3/21/2018	62,803.00	0.00	94,204.00	157,007.00	4,884,345.88	Yes	Yes
LOS ANGELES	LOS ANGELES UNIFIED	58/64733-00-002	Rehabilitation	G	2/24/2016	5/23/2018	\$0.00	0.00	\$1,762,799.00	1,762,799.00	6,647,144.88	Yes	No
ORANGE	GARDEN GROVE UNIFIED	51/66522-00-003	Facility Hardship	G	9/6/2017	5/23/2018	\$0.00	0.00	\$5,250,146.00	5,250,146.00	11,897,290.88	No	No
ORANGE	GARDEN GROVE UNIFIED	51/66522-00-004	Facility Hardship	G	9/25/2017	5/23/2018	\$0.00	0.00	\$5,380,996.00	5,380,996.00	17,278,286.88	No	No
CONTRA COSTA	WEST CONTRA COSTA UNIFIED	58/61796-00-011	Rehabilitation	G	10/25/2017	5/23/2018	\$0.00	0.00	\$218,382.00	218,382.00	17,496,668.88	Yes	No
KERN	MUROC JOINT UNIFIED	51/63685-00-001	Facility Hardship	D	12/27/2017	5/23/2018	\$595,585.00	0.00	\$595,585.00	1,191,170.00	18,687,838.88	Yes	No
KERN	MUROC JOINT UNIFIED	51/63685-00-002	Facility Hardship	G	12/27/2017	5/23/2018	\$262,634.00	0.00	\$262,634.00	525,268.00	19,213,106.88	Yes	No
KERN	MUROC JOINT UNIFIED	51/63685-00-003	Facility Hardship	G	12/27/2017	5/23/2018	\$336,449.00	0.00	\$336,449.00	672,898.00	19,886,004.88	Yes	No
KERN	MUROC JOINT UNIFIED	58/63685-00-001	Rehabilitation	D	12/27/2017	5/23/2018	\$96,158.00	0.00	\$96,158.00	192,316.00	20,078,320.88	Yes	No
SAN DIEGO	VALLECITOS	58/68437-00-001	Rehabilitation	D	2/16/2018	5/23/2018	\$357,910.00	0.00	\$583,301.00	941,211.00	21,019,531.88	Yes	No
MONTEREY	BIG SUR UNIFIED	58/75150-00-002	Rehabilitation	G	3/26/2018	5/23/2018	\$62,061.00	0.00	\$108,828.00	170,889.00	21,190,420.88	Yes	No
SAN BERNARDINO	NEEDLES UNIFIED	51/67801-00-001	Facility Hardship	G	3/18/2008	6/27/2018	\$28,243.00	0.00	\$28,243.00	56,486.00	21,246,906.88	N/A	No
KERN	MAPLE ELEMENTARY	51/63610-00-002	Facility Hardship	G	9/25/2017	6/27/2018	\$1,202,270.00	0.00	\$1,202,270.00	2,404,540.00	23,651,446.88	Yes	Yes
SAN BERNARDINO	RIM OF THE WORLD UNIFIED	57/67868-00-007	Modernization	G	5/7/2013	12/6/2017	0.00	0.00	4,221,455.00	4,221,455.00	27,872,901.88	Yes	Yes
RIVERSIDE	DESERT SANDS UNIFIED	57/67058-00-016	Modernization	G	5/17/2013	12/6/2017	0.00	0.00	628,281.00	628,281.00	28,501,182.88	Yes	Yes
RIVERSIDE	DESERT SANDS UNIFIED	57/67058-00-017	Modernization	G	7/11/2013	12/6/2017	0.00	0.00	16,482,830.00	16,482,830.00	44,984,012.88	Yes	Yes
LOS ANGELES	LOS ANGELES UNIFIED	53/64733-00-212	Critically Overcrowded Schools	L	10/31/2007	1/24/2018	0.00	0.00	2,009,727.00	2,009,727.00	46,993,739.88	N/A	n/a
SAN BERNARDINO	COLTON JOINT UNIFIED	50/67686-00-028	New Construction	L	10/31/2007	1/24/2018	0.00	0.00	2,727,391.00	2,727,391.00	49,721,130.88	N/A	n/a
IMPERIAL	HEBER ELEMENTARY	50/63131-00-006	New Construction	L	1/3/2008	1/24/2018	25,945.00	0.00	25,945.00	51,890.00	49,773,020.88	N/A	n/a
MADERA	CHAWANAKEE UNIFIED	50/75606-00-001	New Construction	L	7/25/2008	1/24/2018	20,993.00	0.00	20,992.00	41,985.00	49,815,005.88	N/A	n/a
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-00-003	Charter	D	5/18/2017	1/24/2018	0.00	0.00	580,437.60	580,437.60	50,395,443.48	Yes	No
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-00-005	Charter	D	5/18/2017	1/24/2018	0.00	0.00	205,783.80	205,783.80	50,601,227.28	Yes	No
ALAMEDA	OAKLAND UNIFIED	54/61259-09-008	Charter	D	5/26/2017	1/24/2018	0.00	123,238.70	123,238.70	246,477.40	50,847,704.68	Yes	No
ALAMEDA	OAKLAND UNIFIED	54/61259-09-009	Charter	D	5/26/2017	1/24/2018	0.00	1,282,740.00	1,282,740.00	2,565,480.00	53,413,184.68	Yes	Yes
SAN LUIS OBISPO	SAN LUIS COASTAL UNIFIED	54/68809-00-001	Charter	D	6/1/2017	1/24/2018	0.00	0.00	295,591.10	295,591.10	53,708,775.78	Yes	Yes
SANTA BARBARA	LOMPOC UNIFIED	54/69229-00-001	Charter	D	6/1/2017	1/24/2018	0.00	36,784.70	36,784.70	73,569.40	53,782,345.18	Yes	No
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-00-006	Charter	D	6/2/2017	1/24/2018	0.00	0.00	2,559,620.20	2,559,620.20	56,341,965.38	Yes	No
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-00-007	Charter	D	6/2/2017	1/24/2018	0.00	0.00	1,304,710.10	1,304,710.10	57,646,675.48	Yes	No
ALAMEDA	OAKLAND UNIFIED	54/61259-00-006	Charter	D	6/5/2017	1/24/2018	0.00	1,093,590.50	1,093,590.50	2,187,181.00	59,833,856.48	Yes	No
ALAMEDA	OAKLAND UNIFIED	54/61259-09-006	Charter	D	6/5/2017	1/24/2018	0.00	237,707.30	237,707.30	475,414.60	60,309,271.08	Yes	Yes
ALAMEDA	OAKLAND UNIFIED	54/61259-09-007	Charter	D	6/5/2017	1/24/2018	0.00	512,292.70	512,292.70	1,024,585.40	61,333,856.48	Yes	Yes
ALAMEDA	OAKLAND UNIFIED	54/61259-09-010	Charter	D	6/5/2017	1/24/2018	0.00	200,206.10	200,206.10	400,412.20	61,734,268.68	No	No
ALAMEDA	OAKLAND UNIFIED	54/61259-09-011	Charter	D	6/5/2017	1/24/2018	0.00	2,150,284.80	2,150,284.80	4,300,569.60	66,034,838.28	No	No
ALAMEDA	OAKLAND UNIFIED	54/61259-13-005	Charter	D	6/5/2017	1/24/2018	0.00	69,635.80	69,635.80	139,271.60	66,174,109.88	Yes	No
ALAMEDA	OAKLAND UNIFIED	54/61259-13-006	Charter	D	6/5/2017	1/24/2018	0.00	337,475.40	337,475.40	674,950.80	66,849,060.68	Yes	No
CONTRA COSTA	WEST CONTRA COSTA UNIFIED	54/61796-04-001	Charter	D	6/5/2017	1/24/2018	0.00	739,872.50	739,872.50	1,479,745.00	68,328,805.68	Yes	Yes
CONTRA COSTA	WEST CONTRA COSTA UNIFIED	54/61796-04-002	Charter	D	6/5/2017	1/24/2018	0.00	559,734.20	559,734.20	1,119,468.40	69,448,274.08	Yes	Yes
MARIPOSA	MARIPOSA COUNTY UNIFIED	54/65532-00-001	Charter	D	6/5/2017	1/24/2018	0.00	0.00	121,412.20	121,412.20	69,569,686.28	Yes	No
SACRAMENTO	SAN JUAN UNIFIED	54/67447-00-005	Charter	D	6/5/2017	1/24/2018	0.00	663,871.80	663,871.80	1,327,743.60	70,897,429.88	Yes	No
TULARE	VISALIA UNIFIED	54/72256-00-001	Charter	D	6/5/2017	1/24/2018	0.00	375,411.90	375,411.90	750,823.80	71,648,253.68	Yes	No
TULARE	VISALIA UNIFIED	54/72256-00-002	Charter	D	6/5/2017	1/24/2018	0.00	577,291.20	577,291.20	1,154,582.40	72,802,836.08	Yes	No
TULARE	VISALIA UNIFIED	54/72256-00-003	Charter	D	6/5/2017	1/24/2018	0.00	241,059.70	241,059.70	482,119.40	73,284,955.48	Yes	No
TULARE	VISALIA UNIFIED	54/72256-00-004	Charter	D	6/5/2017	1/24/2018	0.00	83,698.90	83,698.90	167,397.80	73,452,353.28	Yes	No
LOS ANGELES	LOS ANGELES UNIFIED	53/64733-00-806	Critically Overcrowded Schools	L	10/31/2007	2/28/2018	0.00	0.00	\$19,084.81	19,084.81	73,471,438.09	N/A	No
MERCED	MERCED UNION HIGH	50/65789-00-006	New Construction	L	4/14/2009	2/28/2018	0.00	0.00	\$405.00	405.00	73,471,843.09	N/A	No
SAN DIEGO	CARLSBAD UNIFIED	50/73551-00-016	New Construction	L	4/9/2012	2/28/2018	0.00	0.00	\$29,098.00	29,098.00	73,500,941.09	N/A	No
RIVERSIDE	CORONA-NORCO UNIFIED	50/67033-00-038	New Construction	G	10/30/2012	2/28/2018	0.00	0.00	\$521,438.00	521,438.00	74,022,379.09	Yes	Yes
RIVERSIDE	DESERT SANDS UNIFIED	50/67058-00-027	New Construction	G	7/11/2013	2/28/2018	0.00	0.00	\$600,728.00	600,728.00	74,623,107.09	Yes	Yes
CONTRA COSTA	MARTINEZ UNIFIED	50/61739-00-002	New Construction	G	7/18/2013	2/28/2018	0.00	0.00	\$507,368.00	507,368.00	75,130,475.09	Yes	Yes
CONTRA COSTA	MARTINEZ UNIFIED	57/61739-00-008	Modernization	G	7/18/2013	2/28/2018	0.00	0.00	\$365,546.00	365,546.00	75,496,021.09	Yes	Yes
SAN BERNARDINO	CHAFFEY JOINT UNION HIGH	50/67652-00-015	New Construction	G	7/25/2013	2/28/2018	0.00	0.00	\$2,929,338.00	2,929,338.00	78,425,359.09	Yes	Yes
LOS ANGELES	LONG BEACH UNIFIED	50/64725-00-001	New Construction	G	7/30/2013	2/28/2018	0.00	0.00	\$4,339,771.00	4,339,771.00	82,765,130.09	Yes	No
SAN MATEO	BELMONT-REDWOOD SHORES ELEMENTARY	57/68866-00-012	Modernization	G	8/6/2013	2/28/2018	0.00	0.00	\$1,292,367.00	1,292,367.00	84,057,497.09	Yes	Yes
SAN BERNARDINO	COLTON JOINT UNIFIED	57/67686-00-011	Modernization	G	8/7/2013	2/28/2018	0.00	0.00	\$3,509,692.00	3,509,692.00	87,567,189.09	Yes	Yes
SAN BERNARDINO	COLTON JOINT UNIFIED	57/67686-00-012	Modernization	G	8/7/2013	2/28/2018	0.00	0.00	\$3,625,035.00	3,625,035.00	91,192,224.09	Yes	Yes
SAN BERNARDINO	COLTON JOINT UNIFIED	57/67686-00-013	Modernization	G	8/7/2013	2/28/2018	0.00	0.00	\$3,550,382.00	3,550,382.00	94,742,606.09	Yes	Yes
SAN BERNARDINO	COLTON JOINT UNIFIED	57/67686-00-014	Modernization	G	8/7/2013	2/28/2018	0.00	0.00	\$3,689,156.00	3,689,156.00	98,431,762.09	Yes	Yes
FRESNO	WEST PARK ELEMENTARY	57/62539-00-001	Modernization	D	8/7/2013	2/28/2018	195,495.00	0.00	\$331,421.00	368,916.00	98,958,678.09	Yes	No
STANISLAUS	SYLVAN UNION ELEMENTARY	57/71290-00-008	Modernization	G	8/7/2013	2/28/2018	0.00	0.00	\$3,070,426.00	3,070,426.00	102,029,104.09	Yes	No
RIVERSIDE	CORONA-NORCO UNIFIED	50/67033-00-037	New Construction	G	8/12/2013	2/28/2018	0.00	0.00	\$897,944.00	897,944.00	102,927,048.09	Yes	Yes
TULARE	TULARE JOINT UNION HIGH	50/72249-00-002	New Construction	G	8/13/2013	2/28/2018	0.00	0.00	\$2,034,671.00	2,034,671.00	104,961,719.09	Yes	Yes
FRESNO	CLOVIS UNIFIED	57/62117-00-034	Modernization	G	8/15/2013	2/28/2018	0.00	0.00	\$756,890.00	756,890.00	105,718,609.09	Yes	Yes
FRESNO	CLOVIS UNIFIED	57/62117-00-035	Modernization	G	8/16/2013	2/28/2018	0.00	0.00	\$1,175,811.00	1,175,811.00	106,894,420.09	Yes	Yes

Unfunded Approvals as of
June 27, 2018 SAB

County	School District	Application Number	Program	Approval	Received Date	SAB Unfunded Approval	Financial Hardship Apportionment	Loan	State Share	Total Apportionment	Cumulative Amount	Submitted Certification Letter May 2018	Grant Agreement Received as of 06/30/2018
SANTA CLARA	FREMONT UNION HIGH	50/69468-01-001	New Construction	G	8/16/2013	2/28/2018	0.00	0.00	\$601,054.00	601,054.00	107,495,474.09	Yes	Yes
FRESNO	CLOVIS UNIFIED	50/62117-00-017	New Construction	G	8/16/2013	2/28/2018	0.00	0.00	\$1,495,779.00	1,495,779.00	108,991,253.09	Yes	Yes
FRESNO	CLOVIS UNIFIED	50/62117-00-018	New Construction	G	8/16/2013	2/28/2018	0.00	0.00	\$4,794,572.00	4,794,572.00	113,785,825.09	Yes	Yes
SONOMA	GUERNEVILLE ELEMENTARY	57/70722-00-001	Modernization	G	8/16/2013	2/28/2018	0.00	0.00	\$1,201,605.00	1,201,605.00	114,987,430.09	Yes	No
RIVERSIDE	PALM SPRINGS UNIFIED	57/67173-00-007	Modernization	G	8/3/2016	2/28/2018	0.00	0.00	\$1,230,111.00	1,230,111.00	116,217,541.09	Yes	No
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-00-004	Charter	D	5/18/2017	2/28/2018	0.00	0.00	627,706.40	627,706.40	116,845,247.49	Yes	No
SOLANO	VALLEJO CITY UNIFIED	54/70581-00-006	Charter	D	5/22/2017	2/28/2018	0.00	1,447,484.10	1,447,484.10	2,894,968.20	119,740,215.69	Yes	Yes
SOLANO	VALLEJO CITY UNIFIED	54/70581-00-007	Charter	D	5/22/2017	2/28/2018	0.00	50,315.80	50,315.80	100,631.60	119,840,847.29	Yes	Yes
ALAMEDA	OAKLAND UNIFIED	54/61259-12-005	Charter	D	5/26/2017	2/28/2018	0.00	185,933.00	185,933.00	371,866.00	120,212,713.29	Yes	Yes
ALAMEDA	OAKLAND UNIFIED	54/61259-12-006	Charter	D	5/26/2017	2/28/2018	0.00	189,067.00	189,067.00	378,134.00	120,590,847.29	Yes	Yes
SACRAMENTO	NATOMAS UNIFIED	54/75283-00-008	Charter	D	5/26/2017	2/28/2018	0.00	0.00	285,982.90	285,982.90	120,876,830.19	No	No
LOS ANGELES	LOS ANGELES UNIFIED	54/64733-00-101	Charter	D	5/30/2017	2/28/2018	0.00	1,399,309.80	1,399,309.80	2,798,619.60	123,675,449.79	Yes	No
LOS ANGELES	LOS ANGELES UNIFIED	54/64733-00-101	Charter	S	5/30/2017	2/28/2018	0.00	8,716,405.00	8,716,405.00	17,432,810.00	141,108,259.79	Yes	No
ALAMEDA	OAKLAND UNIFIED	54/61259-00-011	Charter	D	6/2/2017	2/28/2018	0.00	1,020,554.30	1,020,554.30	2,041,108.60	143,149,368.39	Yes	No
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-00-008	Charter	D	6/2/2017	2/28/2018	0.00	0.00	1,684,003.20	1,684,003.20	144,833,371.59	Yes	No
SANTA CLARA	MORGAN HILL UNIFIED	54/69583-00-002	Charter	D	6/5/2017	2/28/2018	0.00	689,971.20	689,971.20	1,379,942.40	146,213,313.99	Yes	No
SAN DIEGO	CAJON VALLEY UNION ELEMENTARY	54/67991-00-002	Charter	D	6/5/2017	2/28/2018	0.00	262,883.30	262,883.30	525,766.60	146,739,080.59	Yes	Yes
SAN DIEGO	CAJON VALLEY UNION ELEMENTARY	54/67991-00-003	Charter	D	6/5/2017	2/28/2018	0.00	174,177.90	174,177.90	348,355.80	147,087,436.39	Yes	Yes
SANTA CLARA	EAST SIDE UNION HIGH	54/69427-00-005	Charter	D	6/5/2017	2/28/2018	0.00	1,552,568.80	1,552,568.80	3,105,137.60	150,192,573.99	Yes	No
SANTA CLARA	EAST SIDE UNION HIGH	54/69427-00-006	Charter	D	6/5/2017	2/28/2018	0.00	27,429.70	27,429.70	54,859.40	150,247,433.39	Yes	No
SAN DIEGO	CAJON VALLEY UNION ELEMENTARY	54/67991-00-001	Charter	D	6/5/2017	2/28/2018	0.00	486,827.80	486,827.80	973,655.60	151,221,088.99	Yes	Yes
ALAMEDA	OAKLAND UNIFIED	54/61259-00-010	Charter	D	6/5/2017	2/28/2018	0.00	1,136,442.50	1,136,442.50	2,272,885.00	153,493,973.99	No	No
SACRAMENTO	SAN JUAN UNIFIED	54/67447-00-006	Charter	D	6/5/2017	2/28/2018	0.00	0.00	633,502.90	633,502.90	154,127,476.89	Yes	Yes
ALAMEDA	OAKLAND UNIFIED	54/61259-13-003	Charter	D	6/5/2017	2/28/2018	0.00	122,658.40	122,658.40	245,316.80	154,372,793.69	Yes	No
ALAMEDA	OAKLAND UNIFIED	54/61259-13-004	Charter	D	6/5/2017	2/28/2018	0.00	130,746.20	130,746.20	261,492.40	154,634,286.09	Yes	No
SAN BERNARDINO	SAN BERNARDINO CITY UNIFIED	54/67876-00-004	Charter	D	6/5/2017	2/28/2018	0.00	229,399.00	229,399.00	458,798.00	155,093,084.09	Yes	No
SACRAMENTO	SACRAMENTO CITY UNIFIED	54/67439-00-007	Charter	D	6/5/2017	2/28/2018	0.00	561,060.30	561,060.30	1,122,120.60	156,215,204.69	Yes	No
SACRAMENTO	SACRAMENTO CITY UNIFIED	54/67439-00-008	Charter	D	6/5/2017	2/28/2018	0.00	695,626.80	695,626.80	1,391,253.60	157,606,458.29	Yes	No
SACRAMENTO	SACRAMENTO CITY UNIFIED	54/67439-00-008	Charter	S	6/5/2017	2/28/2018	0.00	212,228.00	212,228.00	424,456.00	158,030,914.29	Yes	No
SAN DIEGO	CHULA VISTA ELEMENTARY	54/68023-00-002	Charter	D	6/5/2017	2/28/2018	0.00	0.00	298,669.20	298,669.20	158,329,583.49	No	No
SAN MATEO	BELMONT-REDWOOD SHORES ELEMENTARY	50/68866-00-005	New Construction	G	8/20/2013	3/21/2018	0.00	0.00	\$721,921.00	721,921.00	159,051,504.49	Yes	Yes
MARIN	LARKSPUR-CORTE MADERA	57/65367-00-005	Modernization	G	8/20/2013	3/21/2018	0.00	0.00	\$3,193,882.00	3,193,882.00	162,245,386.49	Yes	No
SAN MATEO	BELMONT-REDWOOD SHORES ELEMENTARY	57/68866-00-013	Modernization	G	8/20/2013	3/21/2018	0.00	0.00	\$1,054,533.00	1,054,533.00	163,299,919.49	Yes	Yes
ORANGE	PLACENTIA-YORBA LINDA UNIFIED	50/66647-00-036	New Construction	G	8/23/2013	3/21/2018	0.00	0.00	\$576,382.00	576,382.00	163,876,301.49	Yes	Yes
ORANGE	IRVINE UNIFIED	50/73650-00-018	New Construction	G	8/28/2013	3/21/2018	0.00	0.00	\$25,660,246.00	25,660,246.00	189,536,547.49	Yes	No
SONOMA	WINDSOR UNIFIED	50/75358-00-015	New Construction	G	9/5/2013	3/21/2018	0.00	0.00	\$1,957,168.00	1,957,168.00	191,493,715.49	Yes	No
FRESNO	CLOVIS UNIFIED	57/62117-00-036	Modernization	G	9/9/2013	3/21/2018	0.00	0.00	\$2,226,269.00	2,226,269.00	193,719,984.49	Yes	No
ORANGE	TUSTIN UNIFIED	57/73643-00-021	Modernization	G	9/10/2013	3/21/2018	0.00	0.00	\$3,302,254.00	3,302,254.00	197,022,238.49	Yes	No
SANTA BARBARA	SANTA BARBARA UNIFIED	57/76786-00-004	Modernization	G	9/17/2013	3/21/2018	0.00	0.00	\$510,675.00	510,675.00	197,532,913.49	Yes	No
CONTRA COSTA	SAN RAMON VALLEY UNIFIED	50/61804-02-007	New Construction	G	9/23/2013	3/21/2018	0.00	0.00	\$3,532,093.00	3,532,093.00	201,065,006.49	Yes	No
ORANGE	PLACENTIA-YORBA LINDA UNIFIED	57/66647-00-035	Modernization	G	9/25/2013	3/21/2018	0.00	0.00	\$1,630,910.00	1,630,910.00	202,695,916.49	Yes	Yes
MONTEREY	LAGUNITA ELEMENTARY	50/66076-00-002	New Construction	D	9/27/2013	3/21/2018	37,014.50	0.00	\$37,014.50	74,029.00	202,769,945.49	Yes	Yes
MONTEREY	LAGUNITA ELEMENTARY	57/66076-00-001	Modernization	D	9/27/2013	3/21/2018	17,978.00	0.00	\$45,766.00	63,744.00	202,833,689.49	Yes	Yes
FRESNO	CLOVIS UNIFIED	57/62117-00-037	Modernization	G	10/1/2013	3/21/2018	0.00	0.00	\$3,804,822.00	3,804,822.00	206,638,511.49	Yes	No
SAN DIEGO	GROSSMONT UNION HIGH	50/68130-14-004	New Construction	G	10/2/2013	3/21/2018	0.00	0.00	\$1,383,537.00	1,383,537.00	208,022,048.49	Yes	No
FRESNO	MENDOTA UNIFIED	50/75127-00-004	New Construction	G	10/3/2013	3/21/2018	0.00	0.00	\$14,045,622.00	14,045,622.00	222,067,670.49	Yes	No
SANTA BARBARA	SANTA BARBARA UNIFIED	57/76786-00-005	Modernization	G	10/7/2013	3/21/2018	0.00	0.00	\$525,157.00	525,157.00	222,592,827.49	Yes	Yes
GLENN	PLAZA ELEMENTARY	57/62638-00-001	Modernization	D	10/18/2013	3/21/2018	35,471.00	0.00	\$84,925.00	120,396.00	222,713,223.49	Yes	Yes
SANTA BARBARA	SANTA MARIA JOINT UNION HIGH	50/69310-00-004	New Construction	G	10/23/2013	3/21/2018	0.00	0.00	\$7,942,905.00	7,942,905.00	230,656,128.49	Yes	No
SAN DIEGO	GROSSMONT UNION HIGH	50/68130-12-006	New Construction	G	8/30/2013	4/25/2018	\$0.00	0.00	\$2,158,570.00	2,158,570.00	232,814,698.49	Yes	No
FRESNO	FRESNO UNIFIED	50/62166-00-027	New Construction	G	10/31/2013	4/25/2018	\$0.00	0.00	\$1,097,752.00	1,097,752.00	233,912,450.49	Yes	No
FRESNO	FRESNO UNIFIED	50/62166-00-028	New Construction	G	10/31/2013	4/25/2018	\$0.00	0.00	\$7,453,914.00	7,453,914.00	241,366,364.49	Yes	No
TULARE	BURTON	50/71837-00-014	New Construction	G	10/31/2013	4/25/2018	\$7,368,078.00	0.00	\$7,564,338.00	14,932,416.00	256,298,780.49	Yes	No
FRESNO	CENTRAL UNIFIED	57/73965-00-008	Modernization	G	11/1/2013	4/25/2018	\$0.00	0.00	\$3,275,384.00	3,275,384.00	259,574,164.49	Yes	No
CONTRA COSTA	WEST CONTRA COSTA UNIFIED	57/61796-00-048	Modernization	G	11/4/2013	4/25/2018	\$0.00	0.00	\$96,652.00	96,652.00	259,670,816.49	Yes	No
SANTA CLARA	EAST SIDE UNION HIGH	57/69427-00-035	Modernization	G	11/7/2013	4/25/2018	\$0.00	0.00	\$317,142.00	317,142.00	259,987,958.49	Yes	No
EL DORADO	MOTHER LODE UNION ELEMENTARY	57/61929-00-003	Modernization	G	11/15/2013	4/25/2018	\$0.00	0.00	\$728,528.00	728,528.00	260,716,486.49	Yes	No
EL DORADO	MOTHER LODE UNION ELEMENTARY	57/61929-00-004	Modernization	G	11/15/2013	4/25/2018	\$0.00	0.00	\$493,048.00	493,048.00	261,209,534.49	Yes	Yes
FRESNO	RAISIN CITY ELEMENTARY	57/62380-00-001	Modernization	G	11/20/2013	4/25/2018	\$715,308.00	0.00	\$1,126,261.00	1,841,569.00	263,051,103.49	No	No
CONTRA COSTA	WEST CONTRA COSTA UNIFIED	57/61796-00-049	Modernization	G	12/5/2013	4/25/2018	\$0.00	0.00	\$1,193,070.00	1,193,070.00	264,244,173.49	Yes	No
PLACER	FORESTHILL UNION ELEMENTARY	57/66837-00-001	Modernization	G	12/20/2013	4/25/2018	\$0.00	0.00	\$822,519.00	822,519.00	265,066,692.49	Yes	No
SAN JOAQUIN	ESCALON UNIFIED	57/68502-00-002	Modernization	G	12/23/2013	4/25/2018	\$0.00	0.00	\$7,788,148.00	7,788,148.00	272,854,840.49	Yes	No
MARIN	MILL VALLEY ELEMENTARY	57/65391-00-007	Modernization	G	1/6/2014	4/25/2018	\$0.00	0.00	\$1,560,247.00	1,560,247.00	274,415,087.49	Yes	No
MARIN	MILL VALLEY ELEMENTARY	57/65391-00-008	Modernization	G	1/7/2014	4/25/2018	\$0.00	0.00	\$867,261.00	867,261.00	275,282,348.49	Yes	No
ORANGE	IRVINE UNIFIED	50/73650-00-019	New Construction	G	1/10/2014	4/25/2018	\$0.00	0.00	\$4,785,541.00	4,785,541.00	280,067,889.49	Yes	No
LOS ANGELES	POMONA UNIFIED	57/64907-00-024	Modernization	G	1/23/2014	4/25/2018	\$0.00	0.00	\$4,587,564.00	4,587,564.00	284,655,453.49	Yes	No
LOS ANGELES	POMONA UNIFIED	57/64907-00-025	Modernization	G	1/23/2014	4/25/2018	\$0.00	0.00	\$2,320,154.00	2,320,154.00	286,975,607.49	Yes	No
LOS ANGELES	LONG BEACH UNIFIED	57/64725-00-017	Modernization	G	1/24/2014	4/25/2018	\$0.00	0.00	\$4,351,583.00	4,351,583.00	291,327,190.49	Yes	No

Unfunded Approvals as of
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LOS ANGELES	LONG BEACH UNIFIED	57/64725-00-018	Modernization	G	1/27/2014	4/25/2018	\$0.00	0.00	\$7,290,378.00	7,290,378.00	298,617,568.49	Yes	No
SAN BERNARDINO	COLTON JOINT UNIFIED	57/67686-00-015	Modernization	G	2/6/2014	4/25/2018	\$0.00	0.00	\$1,235,300.00	1,235,300.00	299,852,868.49	Yes	No
SAN BERNARDINO	COLTON JOINT UNIFIED	57/67686-00-016	Modernization	G	2/6/2014	4/25/2018	\$0.00	0.00	\$972,513.00	972,513.00	300,825,381.49	Yes	No
SAN BERNARDINO	COLTON JOINT UNIFIED	57/67686-00-017	Modernization	G	2/6/2014	4/25/2018	\$0.00	0.00	\$860,673.00	860,673.00	301,686,054.49	Yes	No
TEHAMA	LOS MOLINOS UNIFIED	57/71571-00-001	Modernization	G	2/6/2014	4/25/2018	\$442,883.00	0.00	\$704,168.00	1,147,051.00	302,833,105.49	Yes	No
TEHAMA	LOS MOLINOS UNIFIED	57/71571-00-002	Modernization	G	2/6/2014	4/25/2018	\$1,163,071.00	0.00	\$1,744,606.00	2,907,677.00	305,740,782.49	Yes	Yes
TEHAMA	LOS MOLINOS UNIFIED	57/71571-00-003	Modernization	G	2/6/2014	4/25/2018	\$993,060.00	0.00	\$1,489,590.00	2,482,650.00	308,223,432.49	Yes	Yes
SACRAMENTO	ELK GROVE UNIFIED	53/67314-00-004	Critically Overcrowded Schools	L	4/2/2012	5/23/2018	\$0.00	0.00	\$54.00	54.00	308,223,486.49	N/A	No
STANISLAUS	PATTERSON JOINT UNIFIED	50/71217-00-009	New Construction	G	5/15/2013	5/23/2018	\$0.00	0.00	\$349,758.00	349,758.00	308,573,244.49	Yes	No
ORANGE	LAKE ELEMENTARY	50/62596-00-001	New Construction	G	12/20/2013	5/23/2018	\$2,094,563.00	0.00	\$2,107,987.00	4,202,550.00	312,775,794.49	Yes	No
ORANGE	ORANGE UNIFIED	57/66621-00-053	Modernization	G	2/12/2014	5/23/2018	\$0.00	0.00	\$992,386.00	992,386.00	313,768,180.49	Yes	No
TULARE	VISALIA UNIFIED	50/72256-00-027	New Construction	G	2/24/2014	5/23/2018	\$0.00	0.00	\$1,390,188.00	1,390,188.00	315,158,368.49	Yes	No
ORANGE	SAVANNA ELEMENTARY	57/66696-00-004	Modernization	G	2/24/2014	5/23/2018	\$0.00	0.00	\$3,183,010.00	3,183,010.00	318,341,378.49	Yes	No
TULARE	VISALIA UNIFIED	57/72256-00-020	Modernization	G	2/24/2014	5/23/2018	\$0.00	0.00	\$1,210,251.00	1,210,251.00	319,551,629.49	Yes	No
KERN	MAPLE ELEMENTARY	50/63610-00-001	New Construction	D	3/6/2014	5/23/2018	\$115,670.00	0.00	\$115,670.00	231,340.00	319,782,969.49	Yes	No
FRESNO	CLOVIS UNIFIED	57/62117-00-038	Modernization	G	3/7/2014	5/23/2018	\$0.00	0.00	\$2,579,643.00	2,579,643.00	322,362,612.49	Yes	Yes
AMADOR	AMADOR COUNTY OFFICE OF EDUCATION	50/10033-00-003	New Construction	G	3/18/2014	5/23/2018	\$1,131,857.00	0.00	\$1,131,857.00	2,263,714.00	324,626,326.49	Yes	No
AMADOR	AMADOR COUNTY OFFICE OF EDUCATION	50/10033-00-004	New Construction	G	3/18/2014	5/23/2018	\$589,894.00	0.00	\$589,894.00	1,179,788.00	325,806,114.49	Yes	No
ORANGE	SADDLEBACK VALLEY UNIFIED	57/73635-00-033	Modernization	G	3/18/2014	5/23/2018	\$0.00	0.00	\$511,967.00	511,967.00	326,318,081.49	Yes	No
HUMBOLDT	TRINIDAD UNION ELEMENTARY	57/63057-00-001	Modernization	G	3/20/2014	5/23/2018	\$0.00	0.00	\$870,730.00	870,730.00	327,188,811.49	Yes	No
ORANGE	NEWPORT-MESA UNIFIED	57/66597-00-034	Modernization	G	3/21/2014	5/23/2018	\$0.00	0.00	\$903,258.00	903,258.00	328,092,069.49	Yes	No
MONTEREY	MONTEREY COUNTY OFFICE OF EDUCATION	50/10272-00-011	New Construction	J	3/26/2014	5/23/2018	\$310,236.00	0.00	\$479,165.00	789,401.00	328,881,470.49	Yes	No
HUMBOLDT	CUTTEN ELEMENTARY	57/62745-00-001	Modernization	G	3/26/2014	5/23/2018	\$0.00	0.00	\$494,991.00	494,991.00	329,376,461.49	Yes	Yes
TULARE	BURTON	57/71837-00-005	Modernization	D	4/1/2014	5/23/2018	\$177,358.00	0.00	\$266,038.00	443,396.00	329,819,857.49	Yes	No
TULARE	BURTON	57/71837-00-006	Modernization	D	4/1/2014	5/23/2018	\$0.00	0.00	\$302,775.00	302,775.00	330,122,632.49	Yes	No
TULARE	BURTON	57/71837-00-007	Modernization	D	4/1/2014	5/23/2018	\$79,732.00	0.00	\$119,598.00	199,330.00	330,321,962.49	Yes	No
TULARE	PLEASANT VIEW ELEMENTARY	57/72058-00-002	Modernization	D	4/1/2014	5/23/2018	\$120,042.00	0.00	\$180,064.00	300,106.00	330,622,068.49	Yes	No
RIVERSIDE	PALM SPRINGS UNIFIED	57/67173-00-008	Modernization	G	4/8/2014	5/23/2018	\$0.00	0.00	\$688,789.00	688,789.00	331,310,857.49	Yes	Yes
SANTA CLARA	FREMONT UNION HIGH	57/69468-00-014	Modernization	G	4/8/2014	5/23/2018	\$0.00	0.00	\$2,263,601.00	2,263,601.00	333,574,458.49	Yes	Yes
TULARE	THREE RIVERS UNION ELEMENTARY	57/72207-00-002	Modernization	G	4/11/2014	5/23/2018	\$0.00	0.00	\$1,033,272.00	1,033,272.00	334,607,730.49	Yes	Yes
SANTA CLARA	FREMONT UNION HIGH	50/69468-01-002	New Construction	G	4/16/2014	5/23/2018	\$0.00	0.00	\$3,843,746.00	3,843,746.00	338,451,476.49	Yes	Yes
SANTA CLARA	FREMONT UNION HIGH	57/69468-00-015	Modernization	G	4/16/2014	5/23/2018	\$0.00	0.00	\$161,005.00	161,005.00	338,612,481.49	Yes	Yes
SOLANO	VALLEJO CITY UNIFIED	54/70581-00-004	Charter	D	5/22/2017	5/23/2018	\$0.00	22,306.20	\$22,306.20	44,612.40	338,657,093.89	Yes	Yes
SOLANO	VALLEJO CITY UNIFIED	54/70581-00-005	Charter	D	5/22/2017	5/23/2018	\$0.00	861,288.30	\$861,288.30	1,722,576.60	340,379,670.49	Yes	Yes
LOS ANGELES	LOS ANGELES UNIFIED	54/64733-00-102	Charter	D	6/1/2017	5/23/2018	\$0.00	448,501.20	\$448,501.20	897,002.40	341,276,672.89	Yes	No
LOS ANGELES	LOS ANGELES UNIFIED	54/64733-00-102	Charter	S	6/1/2017	5/23/2018	\$0.00	7,441,670.00	\$7,441,670.00	14,883,340.00	356,160,012.89	Yes	No
SAN JOAQUIN	TRACY JOINT UNIFIED	54/75499-00-005	Charter	D	6/5/2017	5/23/2018	\$0.00	0.00	\$260,144.90	260,144.90	356,420,157.79	Yes	No
SACRAMENTO	NATOMAS UNIFIED	54/75283-00-006	Charter	G	5/25/2017	5/23/2018	\$0.00	0.00	\$2,075,955.00	2,075,955.00	358,496,112.79	Yes	No
SACRAMENTO	NATOMAS UNIFIED	54/75283-00-007	Charter	G	5/25/2017	5/23/2018	\$0.00	0.00	\$4,114,640.00	4,114,640.00	362,610,752.79	Yes	No
FRESNO	KERMAN UNIFIED	55/73999-00-002	Career Tech New Construction	G	2/9/2018	5/23/2018	\$0.00	0.00	\$1,697,218.00	1,697,218.00	364,307,970.79	Yes	No
FRESNO	KERMAN UNIFIED	55/73999-00-003	Career Tech New Construction	G	2/9/2018	5/23/2018	\$0.00	0.00	\$1,950,923.00	1,950,923.00	366,258,893.79	Yes	No
FRESNO	CLOVIS UNIFIED	55/62117-00-007	Career Tech New Construction	G	2/14/2018	5/23/2018	\$0.00	0.00	\$1,478,787.00	1,478,787.00	367,737,680.79	Yes	No
FRESNO	CLOVIS UNIFIED	55/62117-00-009	Career Tech New Construction	G	2/14/2018	5/23/2018	\$0.00	0.00	\$1,500,939.00	1,500,939.00	369,238,619.79	Yes	No
FRESNO	CLOVIS UNIFIED	55/62117-00-011	Career Tech New Construction	G	2/14/2018	5/23/2018	\$0.00	0.00	\$522,589.00	522,589.00	369,761,208.79	Yes	No
FRESNO	CLOVIS UNIFIED	55/62117-00-012	Career Tech New Construction	G	2/14/2018	5/23/2018	\$0.00	0.00	\$1,318,700.00	1,318,700.00	371,079,908.79	Yes	No
FRESNO	SANGER UNIFIED	55/62414-00-001	Career Tech New Construction	G	2/14/2018	5/23/2018	\$0.00	0.00	\$2,668,934.00	2,668,934.00	373,748,842.79	Yes	No
RIVERSIDE	BANNING UNIFIED	55/66985-00-001	Career Tech New Construction	G	2/14/2018	5/23/2018	\$0.00	0.00	\$3,000,000.00	3,000,000.00	376,748,842.79	Yes	No
FRESNO	COALINGA/HURON JOINT UNIFIED	55/62125-00-001	Career Tech New Construction	G	2/15/2018	5/23/2018	\$0.00	0.00	\$2,515,093.00	2,515,093.00	379,263,935.79	Yes	Yes
KINGS	CORCORAN JOINT UNIFIED	55/63891-00-001	Career Tech New Construction	G	2/15/2018	5/23/2018	\$0.00	0.00	\$2,925,208.00	2,925,208.00	382,189,143.79	Yes	No
MADERA	GOLDEN VALLEY UNIFIED	55/75580-00-001	Career Tech New Construction	G	2/15/2018	5/23/2018	\$0.00	0.00	\$2,865,579.00	2,865,579.00	385,054,722.79	Yes	No
MADERA	GOLDEN VALLEY UNIFIED	55/75580-00-002	Career Tech New Construction	G	2/15/2018	5/23/2018	\$0.00	0.00	\$2,357,340.00	2,357,340.00	387,412,062.79	Yes	No
MADERA	MADERA UNIFIED	55/65243-00-003	Career Tech New Construction	G	2/15/2018	5/23/2018	\$0.00	0.00	\$636,759.00	636,759.00	388,048,821.79	Yes	No
MADERA	MADERA UNIFIED	55/65243-00-004	Career Tech New Construction	G	2/15/2018	5/23/2018	\$0.00	0.00	\$1,608,476.00	1,608,476.00	389,657,297.79	Yes	No
SHASTA	ANDERSON UNION HIGH	59/69856-00-001	Career Tech Rehabilitation	G	2/15/2018	5/23/2018	\$0.00	0.00	\$578,319.00	578,319.00	390,235,616.79	Yes	No
TEHAMA	RED BLUFF JOINT UNION HIGH	55/71639-00-001	Career Tech New Construction	G	2/15/2018	5/23/2018	\$0.00	0.00	\$1,523,067.00	1,523,067.00	391,758,683.79	Yes	No
LOS ANGELES	WEST COVINA UNIFIED	55/65094-00-001	Career Tech New Construction	G	2/16/2018	5/23/2018	\$0.00	0.00	\$3,000,000.00	3,000,000.00	394,758,683.79	Yes	No
SACRAMENTO	ELK GROVE UNIFIED	55/67314-00-002	Career Tech New Construction	G	2/16/2018	5/23/2018	\$0.00	0.00	\$996,026.00	996,026.00	395,754,709.79	Yes	No
SACRAMENTO	ELK GROVE UNIFIED	55/67314-00-004	Career Tech New Construction	G	2/16/2018	5/23/2018	\$0.00	0.00	\$1,588,345.00	1,588,345.00	397,343,054.79	No	No
SACRAMENTO	ELK GROVE UNIFIED	55/67314-00-005	Career Tech New Construction	G	2/16/2018	5/23/2018	\$0.00	0.00	\$2,078,653.00	2,078,653.00	399,421,707.79	No	No
SAN LUIS OBISPO	SAN LUIS COASTAL UNIFIED	59/68809-00-004	Career Tech Rehabilitation	G	2/16/2018	5/23/2018	\$0.00	0.00	\$1,355,143.00	1,355,143.00	400,776,850.79	Yes	No
SAN LUIS OBISPO	SAN LUIS COASTAL UNIFIED	59/68809-00-005	Career Tech Rehabilitation	G	2/16/2018	5/23/2018	\$0.00	0.00	\$479,234.00	479,234.00	401,256,084.79	Yes	No
SAN LUIS OBISPO	SAN LUIS COASTAL UNIFIED	59/68809-00-006	Career Tech Rehabilitation	G	2/16/2018	5/23/2018	\$0.00	0.00	\$1,500,000.00	1,500,000.00	402,756,084.79	Yes	No
FRESNO	FIREBAUGH-LAS DELTAS UNIFIED	59/73809-00-002	Career Tech Rehabilitation	G	2/20/2018	5/23/2018	\$0.00	0.00	\$1,118,044.00	1,118,044.00	403,874,128.79	Yes	No
FRESNO	FRESNO UNIFIED	55/62166-00-002	Career Tech New Construction	G	2/20/2018	5/23/2018	\$0.00	0.00	\$1,905,671.00	1,905,671.00	405,779,799.79	Yes	No
FRESNO	FRESNO UNIFIED	55/62166-00-003	Career Tech New Construction	G	2/20/2018	5/23/2018	\$0.00	0.00	\$472,715.00	472,715.00	406,252,514.79	Yes	No
FRESNO	FRESNO UNIFIED	55/62166-00-004	Career Tech New Construction	G	2/20/2018	5/23/2018	\$0.00	0.00	\$1,190,400.00	1,190,400.00	407,442,914.79	Yes	No
FRESNO	FRESNO UNIFIED	55/62166-00-005	Career Tech New Construction	G	2/20/2018	5/23/2018	\$0.00	0.00	\$2,857,001.00	2,857,001.00	410,299,915.79	Yes	No
FRESNO	FRESNO UNIFIED	59/62166-00-002	Career Tech Rehabilitation	G	2/20/2018	5/23/2018	\$0.00	0.00	\$623,386.00	623,386.00	410,923,301.79	Yes	No

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FRESNO	FRESNO UNIFIED	59/62166-00-004	Career Tech Rehabilitation	G	2/20/2018	5/23/2018	\$0.00	0.00	\$1,106,787.00	1,106,787.00	412,030,088.79	Yes	No
MENDOCINO	LAYTONVILLE UNIFIED	55/73916-00-001	Career Tech New Construction	G	2/20/2018	5/23/2018	\$0.00	550,000.00	\$758,159.00	1,308,159.00	413,338,247.79	Yes	No
ORANGE	IRVINE UNIFIED	55/73650-00-003	Career Tech New Construction	G	2/20/2018	5/23/2018	\$0.00	0.00	\$348,920.00	348,920.00	413,687,167.79	Yes	No
RIVERSIDE	VAL VERDE UNIFIED	55/75242-02-001	Career Tech New Construction	G	2/20/2018	5/23/2018	\$0.00	0.00	\$481,639.00	481,639.00	414,168,806.79	Yes	No
SAN BERNARDINO	SAN BERNARDINO CITY UNIFIED	55/67876-00-001	Career Tech New Construction	G	2/20/2018	5/23/2018	\$0.00	0.00	\$3,000,000.00	3,000,000.00	417,168,806.79	Yes	No
SAN DIEGO	SAN DIEGO UNIFIED	55/68338-03-002	Career Tech New Construction	G	2/20/2018	5/23/2018	\$0.00	0.00	\$2,629,783.00	2,629,783.00	419,798,589.79	Yes	No
SAN DIEGO	SAN DIEGO UNIFIED	55/68338-06-001	Career Tech New Construction	G	2/20/2018	5/23/2018	\$0.00	0.00	\$2,989,133.00	2,989,133.00	422,787,722.79	Yes	No
SAN DIEGO	SAN DIEGO UNIFIED	59/68338-01-001	Career Tech Rehabilitation	G	2/20/2018	5/23/2018	\$0.00	0.00	\$1,483,774.00	1,483,774.00	424,271,496.79	Yes	No
SAN LUIS OBISPO	LUCIA MAR UNIFIED	55/68759-00-003	Career Tech New Construction	G	2/20/2018	5/23/2018	\$0.00	0.00	\$2,000,000.00	2,000,000.00	426,271,496.79	Yes	No
SAN LUIS OBISPO	TEMPLETON UNIFIED	55/68841-00-001	Career Tech New Construction	G	2/20/2018	5/23/2018	\$0.00	0.00	\$1,158,991.00	1,158,991.00	427,430,487.79	Yes	No
SANTA BARBARA	SANTA BARBARA UNIFIED	55/76786-00-001	Career Tech New Construction	G	2/20/2018	5/23/2018	\$0.00	0.00	\$1,299,928.00	1,299,928.00	428,730,415.79	Yes	No
SANTA BARBARA	SANTA BARBARA UNIFIED	55/76786-00-002	Career Tech New Construction	G	2/20/2018	5/23/2018	\$0.00	0.00	\$2,930,307.00	2,930,307.00	431,660,722.79	Yes	No
SISKIYOU	SISKIYOU UNION HIGH	55/70466-00-003	Career Tech New Construction	G	2/20/2018	5/23/2018	\$0.00	0.00	\$720,000.00	720,000.00	432,380,722.79	Yes	No
SOLANO	DIXON UNIFIED	55/70532-00-002	Career Tech New Construction	G	2/20/2018	5/23/2018	\$0.00	0.00	\$978,159.00	978,159.00	433,358,881.79	Yes	No
YOLO	WASHINGTON UNIFIED	59/72694-00-001	Career Tech Rehabilitation	G	2/20/2018	5/23/2018	\$0.00	0.00	\$1,500,000.00	1,500,000.00	434,858,881.79	Yes	No
BUTTE	CHICO UNIFIED	55/61424-00-004	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$3,000,000.00	3,000,000.00	437,858,881.79	No	No
BUTTE	CHICO UNIFIED	59/61424-00-005	Career Tech Rehabilitation	G	2/21/2018	5/23/2018	\$0.00	0.00	\$1,231,747.00	1,231,747.00	439,090,628.79	No	No
FRESNO	FRESNO COUNTY OFFICE OF EDUCATION	55/10108-00-001	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$2,529,505.00	2,529,505.00	441,620,133.79	Yes	No
FRESNO	FRESNO COUNTY OFFICE OF EDUCATION	55/10108-00-002	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$2,431,380.00	2,431,380.00	444,051,513.79	Yes	No
HUMBOLDT	EUREKA CITY UNIFIED	55/75515-00-001	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$3,000,000.00	3,000,000.00	447,051,513.79	Yes	No
KERN	KERN HIGH	55/63529-00-005	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$1,257,250.00	1,257,250.00	448,308,763.79	Yes	No
KERN	KERN HIGH	55/63529-00-006	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$273,118.00	273,118.00	448,581,881.79	Yes	No
KERN	KERN HIGH	55/63529-00-007	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$130,454.00	130,454.00	448,712,335.79	Yes	No
KERN	KERN HIGH	55/63529-00-008	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$468,692.00	468,692.00	449,181,027.79	Yes	No
KERN	KERN HIGH	55/63529-00-009	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$721,180.00	721,180.00	449,902,207.79	Yes	No
KERN	KERN HIGH	55/63529-00-010	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$2,392,307.00	2,392,307.00	452,294,514.79	Yes	No
KERN	KERN HIGH	55/63529-00-011	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$749,811.00	749,811.00	453,044,325.79	Yes	No
KERN	KERN HIGH	55/63529-00-012	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$1,005,472.00	1,005,472.00	454,049,797.79	Yes	No
KERN	KERN HIGH	55/63529-00-013	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$279,827.00	279,827.00	454,329,624.79	Yes	No
KERN	KERN HIGH	55/63529-00-014	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$646,071.00	646,071.00	454,975,695.79	Yes	No
KERN	KERN HIGH	55/63529-00-015	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$338,403.00	338,403.00	455,314,098.79	Yes	No
KERN	KERN HIGH	55/63529-00-016	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$3,000,000.00	3,000,000.00	458,314,098.79	Yes	No
KERN	KERN HIGH	55/63529-00-017	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$1,435,435.00	1,435,435.00	459,749,533.79	No	No
LOS ANGELES	DOWNEY UNIFIED	55/64451-00-002	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$1,948,793.00	1,948,793.00	461,698,326.79	No	No
LOS ANGELES	WILLIAM S. HART UNION HIGH	55/65136-00-001	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$1,160,374.00	1,160,374.00	462,858,700.79	Yes	No
LOS ANGELES	LOS ANGELES UNIFIED	59/64733-00-029	Career Tech Rehabilitation	G	2/21/2018	5/23/2018	\$0.00	0.00	\$1,500,000.00	1,500,000.00	464,358,700.79	Yes	No
PLACER	WESTERN PLACER UNIFIED	55/66951-00-001	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$3,000,000.00	3,000,000.00	467,358,700.79	Yes	No
SACRAMENTO	GALT JOINT UNION HIGH	55/67355-00-003	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$1,055,770.00	1,055,770.00	468,414,470.79	Yes	No
SANTA BARBARA	SANTA MARIA JOINT UNION HIGH	55/69310-00-002	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$2,444,758.00	2,444,758.00	470,859,228.79	Yes	No
TULARE	PORTERVILLE UNIFIED	55/75523-00-004	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$2,998,035.00	2,998,035.00	473,857,263.79	Yes	No
TULARE	DINUBA UNIFIED	55/75531-00-002	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	2,533,756.00	\$2,533,756.00	5,067,512.00	478,924,775.79	Yes	No
TULARE	DINUBA UNIFIED	55/75531-00-003	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	1,627,923.00	\$1,627,923.00	3,255,846.00	482,180,621.79	Yes	No
VENTURA	FILLMORE UNIFIED	55/72454-00-001	Career Tech New Construction	G	2/21/2018	5/23/2018	\$0.00	0.00	\$3,000,000.00	3,000,000.00	485,180,621.79	Yes	No
FRESNO	FIREBAUGH-LAS DELTAS UNIFIED	55/73809-00-001	Career Tech New Construction	G	2/22/2018	5/23/2018	\$0.00	0.00	\$1,297,487.00	1,297,487.00	486,478,108.79	Yes	No
SONOMA	OLD ADOBE UNION ELEMENTARY	54/70847-00-005	Charter	G	6/5/2017	5/23/2018	\$0.00	0.00	\$285,810.00	285,810.00	486,763,918.79	Yes	No
KERN	MUROC JOINT UNIFIED	57/63685-00-009	Modernization	G	4/12/2018	5/23/2018	\$789,699.00	0.00	\$2,714,972.00	3,504,671.00	490,268,589.79	Yes	No
SANTA CLARA	ALUM ROCK UNION ELEMENTARY	54/69369-00-002	Charter	D	5/30/2014	6/19/2018	\$0.00	440,359.70	\$440,359.70	880,719.40	491,149,309.19	N/A	No
SANTA CLARA	ALUM ROCK UNION ELEMENTARY	54/69369-00-003	Charter	D	5/30/2014	6/19/2018	\$0.00	25,675.55	\$25,675.55	51,351.10	491,200,660.29	N/A	No
KINGS	ISLAND UNION ELEMENTARY	57/63933-00-001	Modernization	G	4/24/2014	6/27/2018	\$256,111.00	0.00	\$384,168.00	640,279.00	491,840,939.29	N/A	No
SOLANO	SOLANO COUNTY OFFICE OF EDUCATION	57/10488-00-022	Modernization	G	4/28/2014	6/27/2018	\$292,000.00	0.00	\$438,000.00	730,000.00	492,570,939.29	N/A	No
SONOMA	WILMAR UNION ELEMENTARY	57/71019-00-002	Modernization	G	5/5/2014	6/27/2018	\$0.00	0.00	\$198,831.00	198,831.00	492,769,770.29	N/A	No
AMADOR	AMADOR COUNTY OFFICE OF EDUCATION	50/10033-00-002	New Construction	G	5/12/2014	6/27/2018	\$1,814,263.50	0.00	\$1,814,263.50	3,628,527.00	496,398,297.29	N/A	No
KERN	MCFARLAND UNIFIED	57/73908-00-006	Modernization	G	5/12/2014	6/27/2018	\$0.00	0.00	\$1,200,683.00	1,200,683.00	497,598,980.29	N/A	No
SAN FRANCISCO	SAN FRANCISCO UNIFIED	57/68478-00-043	Modernization	G	5/14/2014	6/27/2018	\$0.00	0.00	\$7,308,412.00	7,308,412.00	504,907,392.29	N/A	No
TULARE	WOODLAKE UNIFIED	57/76794-00-002	Modernization	G	5/14/2014	6/27/2018	\$0.00	0.00	\$2,594,328.00	2,594,328.00	507,501,720.29	N/A	No
YUBA	YUBA COUNTY OFFICE OF EDUCATION	57/10587-00-001	Modernization	D	5/15/2014	6/27/2018	\$0.00	0.00	\$59,657.00	59,657.00	507,561,377.29	N/A	No
YUBA	YUBA COUNTY OFFICE OF EDUCATION	57/10587-00-002	Modernization	D	5/15/2014	6/27/2018	\$15,441.00	0.00	\$23,161.00	38,602.00	507,599,979.29	N/A	No
YUBA	YUBA COUNTY OFFICE OF EDUCATION	57/10587-00-003	Modernization	D	5/15/2014	6/27/2018	\$26,670.00	0.00	\$46,006.00	66,676.00	507,666,655.29	N/A	No
YUBA	YUBA COUNTY OFFICE OF EDUCATION	57/10587-00-004	Modernization	D	5/15/2014	6/27/2018	\$11,230.00	0.00	\$16,844.00	28,074.00	507,694,729.29	N/A	No
YUBA	YUBA COUNTY OFFICE OF EDUCATION	57/10587-00-005	Modernization	D	5/15/2014	6/27/2018	\$80,011.00	0.00	\$120,016.00	200,027.00	507,894,756.29	N/A	No
YUBA	YUBA COUNTY OFFICE OF EDUCATION	57/10587-00-006	Modernization	D	5/15/2014	6/27/2018	\$16,844.00	0.00	\$25,267.00	42,111.00	507,936,867.29	N/A	No
Total							21,941,031.00	42,527,465.05	443,468,371.24	507,936,867.29			

*This Unfunded List (Lack of AB 55 Loans) includes \$84.5 million for 52 projects for Charter School Facilities Program Preliminary Apportionments for Design and Site Funding.

Unfunded Charter Preliminary
As of June 27, 2018 SAB

County	School District	Application Number	Program	Approval	Received Date	SAB Date	Financial Hardship Apportionment	Loan	State Share	Total Apportionment	Prop. 47	Prop. 55	Prop. 1D	Prop. 51	
Unfunded Charter PA's															
ALAMEDA	OAKLAND UNIFIED	54/61259-09-001	Charter	P	6/1/2007	5/28/2008	0.00	5,956,392.60	5,956,393.05	11,912,785.65	0.00	0.00	11,912,785.65	0.00	
LOS ANGELES	LOS ANGELES UNIFIED	54/64733-00-049	Charter	P	6/5/2007	5/28/2008	0.00	15,457,077.00	12,447,821.60	27,904,898.60	0.00	0.00	27,904,898.60	0.00	
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-02-002	Charter	P	9/28/2009	7/12/2011	0.00	1,366,254.90	1,366,254.90	2,732,509.80	0.00	0.00	2,732,509.80	0.00	
ALAMEDA	OAKLAND UNIFIED	54/61259-00-004	Charter	P	5/30/2014	11/25/2014	0.00	5,499,728.10	5,499,728.10	10,999,456.20	0.00	10,999,456.20	0.00	0.00	
BUTTE	CHICO UNIFIED	54/61424-00-005	Charter	P	4/1/2014	4/15/2015	0.00	249,318.00	249,318.00	498,636.00	0.00	0.00	498,636.00	0.00	
SONOMA	SANTA ROSA HIGH	54/70920-00-004	Charter	P	4/1/2014	4/15/2015	0.00	4,603,432.50	4,603,432.50	9,206,865.00	0.00	0.00	9,206,865.00	0.00	
SONOMA	SANTA ROSA HIGH	54/70920-00-003	Charter	P	4/3/2014	4/15/2015	0.00	319,127.40	319,127.40	638,254.80	0.00	0.00	638,254.80	0.00	
SAN JOAQUIN	TRACY JOINT UNIFIED	54/75499-00-003	Charter	P	4/30/2014	4/15/2015	0.00	0.00	2,221,196.40	2,221,196.40	0.00	0.00	2,221,196.40	0.00	
SAN JOAQUIN	TRACY JOINT UNIFIED	54/75499-00-004	Charter	P	4/30/2014	4/15/2015	0.00	0.00	1,752,495.30	1,752,495.30	0.00	0.00	1,752,495.30	0.00	
SANTA CLARA	ALUM ROCK UNION ELEMENTARY	54/69369-00-002	Charter	P	5/30/2014	4/15/2015	0.00	3,963,237.30	3,963,237.30	7,926,474.60	0.00	0.00	7,926,474.60	0.00	
ALAMEDA	OAKLAND UNIFIED	54/61259-13-002	Charter	P	5/28/2014	5/27/2015	0.00	2,916,055.40	2,916,055.40	5,832,110.80	0.00	0.00	5,832,110.80	0.00	
ALAMEDA	OAKLAND UNIFIED	54/61259-13-002	Charter	P	5/28/2014	8/26/2015	0.00	8,558,059.50	8,558,059.50	17,116,119.00	0.00	0.00	17,116,119.00	0.00	
SANTA CLARA	ALUM ROCK UNION ELEMENTARY	54/69369-00-003	Charter	P	5/30/2014	12/9/2015	0.00	231,079.95	231,079.95	462,159.90	0.00	10,660.00	451,499.90	0.00	
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-00-003	Charter	P	5/18/2017	1/24/2018	0.00	0.00	5,223,938.40	5,223,938.40	0.00	0.00	0.00	5,223,938.40	
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-00-005	Charter	P	5/18/2017	1/24/2018	0.00	0.00	1,852,054.20	1,852,054.20	0.00	0.00	0.00	1,852,054.20	
ALAMEDA	OAKLAND UNIFIED	54/61259-09-008	Charter	P	5/26/2017	1/24/2018	0.00	1,109,148.30	1,109,148.30	2,218,296.60	0.00	0.00	0.00	2,218,296.60	
ALAMEDA	OAKLAND UNIFIED	54/61259-09-009	Charter	P	5/26/2017	1/24/2018	0.00	11,544,660.00	11,544,660.00	23,089,320.00	0.00	0.00	0.00	23,089,320.00	
SAN LUIS OBISPO	SAN LUIS COASTAL UNIFIED	54/68809-00-001	Charter	P	6/1/2017	1/24/2018	0.00	0.00	2,660,319.90	2,660,319.90	0.00	0.00	0.00	2,660,319.90	
SANTA BARBARA	LOMPOC UNIFIED	54/69229-00-001	Charter	P	6/1/2017	1/24/2018	0.00	135,120.30	331,062.30	466,182.60	0.00	0.00	0.00	466,182.60	
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-00-006	Charter	P	6/2/2017	1/24/2018	0.00	0.00	23,036,581.80	23,036,581.80	0.00	0.00	0.00	23,036,581.80	
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-00-007	Charter	P	6/2/2017	1/24/2018	0.00	0.00	11,742,390.90	11,742,390.90	0.00	0.00	0.00	11,742,390.90	
ALAMEDA	OAKLAND UNIFIED	54/61259-00-006	Charter	P	6/5/2017	1/24/2018	0.00	9,842,314.50	9,842,314.50	19,684,629.00	0.00	0.00	0.00	19,684,629.00	
ALAMEDA	OAKLAND UNIFIED	54/61259-09-006	Charter	P	6/5/2017	1/24/2018	0.00	2,139,365.70	2,139,365.70	4,278,731.40	0.00	0.00	0.00	4,278,731.40	
ALAMEDA	OAKLAND UNIFIED	54/61259-09-007	Charter	P	6/5/2017	1/24/2018	0.00	4,610,634.30	4,610,634.30	9,221,268.60	0.00	0.00	0.00	9,221,268.60	
ALAMEDA	OAKLAND UNIFIED	54/61259-09-010	Charter	P	6/5/2017	1/24/2018	0.00	1,801,854.90	1,801,854.90	3,603,709.80	0.00	0.00	0.00	3,603,709.80	
ALAMEDA	OAKLAND UNIFIED	54/61259-09-011	Charter	P	6/5/2017	1/24/2018	0.00	19,352,563.20	19,352,563.20	38,705,126.40	0.00	0.00	0.00	38,705,126.40	
ALAMEDA	OAKLAND UNIFIED	54/61259-13-005	Charter	P	6/5/2017	1/24/2018	0.00	626,722.20	626,722.20	1,253,444.40	0.00	0.00	0.00	1,253,444.40	
ALAMEDA	OAKLAND UNIFIED	54/61259-13-006	Charter	P	6/5/2017	1/24/2018	0.00	3,037,278.60	3,037,278.60	6,074,557.20	0.00	0.00	0.00	6,074,557.20	
CONTRA COSTA	WEST CONTRA COSTA UNIFIED	54/61796-04-001	Charter	P	6/5/2017	1/24/2018	0.00	6,658,852.50	6,658,852.50	13,317,705.00	0.00	0.00	0.00	13,317,705.00	
CONTRA COSTA	WEST CONTRA COSTA UNIFIED	54/61796-04-002	Charter	P	6/5/2017	1/24/2018	0.00	5,037,607.80	5,037,607.80	10,075,215.60	0.00	0.00	0.00	10,075,215.60	
MARIPOSA	MARIPOSA COUNTY UNIFIED	54/65532-00-001	Charter	P	6/5/2017	1/24/2018	0.00	0.00	1,092,709.80	1,092,709.80	0.00	0.00	0.00	1,092,709.80	
SACRAMENTO	SAN JUAN UNIFIED	54/67447-00-005	Charter	P	6/5/2017	1/24/2018	0.00	5,974,846.20	5,974,846.20	11,949,692.40	0.00	0.00	0.00	11,949,692.40	
TULARE	VISALIA UNIFIED	54/72256-00-001	Charter	P	6/5/2017	1/24/2018	0.00	3,378,707.10	3,378,707.10	6,757,414.20	0.00	0.00	0.00	6,757,414.20	
TULARE	VISALIA UNIFIED	54/72256-00-002	Charter	P	6/5/2017	1/24/2018	0.00	5,195,620.80	5,195,620.80	10,391,241.60	0.00	0.00	0.00	10,391,241.60	
TULARE	VISALIA UNIFIED	54/72256-00-003	Charter	P	6/5/2017	1/24/2018	0.00	2,169,537.30	2,169,537.30	4,339,074.60	0.00	0.00	0.00	4,339,074.60	
TULARE	VISALIA UNIFIED	54/72256-00-004	Charter	P	6/5/2017	1/24/2018	0.00	753,290.10	753,290.10	1,506,580.20	0.00	0.00	0.00	1,506,580.20	
SOLANO	VALLEJO CITY UNIFIED	54/70581-00-006	Charter	P	5/22/2016	2/28/2018	0.00	13,277,356.90	13,277,356.90	26,554,713.80	590,900.00	2,315,550.00	12,651,864.00	10,996,399.80	
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-00-004	Charter	P	5/18/2017	2/28/2018	0.00	0.00	5,649,357.60	5,649,357.60	0.00	0.00	0.00	5,649,357.60	
SOLANO	VALLEJO CITY UNIFIED	54/70581-00-007	Charter	P	5/22/2017	2/28/2018	0.00	452,842.20	452,842.20	905,684.40	0.00	0.00	905,684.40	0.00	
ALAMEDA	OAKLAND UNIFIED	54/61259-12-005	Charter	P	5/26/2017	2/28/2018	0.00	1,673,397.00	1,673,397.00	3,346,794.00	0.00	0.00	0.00	3,346,794.00	
ALAMEDA	OAKLAND UNIFIED	54/61259-12-006	Charter	P	5/26/2017	2/28/2018	0.00	1,701,603.00	1,701,603.00	3,403,206.00	0.00	0.00	0.00	3,403,206.00	
SACRAMENTO	NATOMAS UNIFIED	54/75283-00-008	Charter	P	5/26/2017	2/28/2018	0.00	0.00	2,573,846.10	2,573,846.10	0.00	0.00	2,573,846.10	0.00	
ALAMEDA	OAKLAND UNIFIED	54/61259-00-011	Charter	P	6/2/2017	2/28/2018	0.00	9,184,988.70	9,184,988.70	18,369,977.40	0.00	0.00	0.00	18,369,977.40	
LOS ANGELES	LOS ANGELES UNIFIED	54/64733-00-101	Charter	P	6/2/2017	2/28/2018	0.00	13,850,962.20	13,850,962.20	27,701,924.40	0.00	0.00	0.00	27,701,924.40	
SAN DIEGO	SAN DIEGO UNIFIED	54/68338-00-008	Charter	P	6/2/2017	2/28/2018	0.00	0.00	15,156,028.80	15,156,028.80	0.00	0.00	0.00	15,156,028.80	
ALAMEDA	OAKLAND UNIFIED	54/61259-00-010	Charter	P	6/5/2017	2/28/2018	0.00	10,227,982.50	10,227,982.50	20,455,965.00	0.00	0.00	0.00	20,455,965.00	
ALAMEDA	OAKLAND UNIFIED	54/61259-13-003	Charter	P	6/5/2017	2/28/2018	0.00	1,103,925.60	1,103,925.60	2,207,851.20	0.00	0.00	0.00	2,207,851.20	
ALAMEDA	OAKLAND UNIFIED	54/61259-13-004	Charter	P	6/5/2017	2/28/2018	0.00	1,176,715.80	1,176,715.80	2,353,431.60	0.00	0.00	0.00	2,353,431.60	
SACRAMENTO	SACRAMENTO CITY UNIFIED	54/67439-00-007	Charter	P	6/5/2017	2/28/2018	0.00	5,049,542.70	5,049,542.70	10,099,085.40	0.00	0.00	0.00	10,099,085.40	
SACRAMENTO	SACRAMENTO CITY UNIFIED	54/67439-00-008	Charter	P	6/5/2017	2/28/2018	0.00	6,288,725.20	6,288,725.20	12,577,450.40	0.00	0.00	0.00	12,577,450.40	
SACRAMENTO	SAN JUAN UNIFIED	54/67447-00-006	Charter	P	6/5/2017	2/28/2018	0.00	0.00	5,701,526.10	5,701,526.10	0.00	0.00	0.00	5,701,526.10	
SAN BERNARDINO	SAN BERNARDINO CITY UNIFIED	54/67876-00-004	Charter	P	6/5/2017	2/28/2018	0.00	2,064,591.00	2,064,591.00	4,129,182.00	0.00	0.00	0.00	4,129,182.00	
SAN DIEGO	CAJON VALLEY UNION ELEMENTARY	54/67991-00-001	Charter	P	6/5/2017	2/28/2018	0.00	4,381,450.20	4,381,450.20	8,762,900.40	0.00	0.00	0.00	8,762,900.40	
SAN DIEGO	CAJON VALLEY UNION ELEMENTARY	54/67991-00-002	Charter	P	6/5/2017	2/28/2018	0.00	2,365,949.70	2,365,949.70	4,731,899.40	0.00	0.00	0.00	4,731,899.40	
SAN DIEGO	CAJON VALLEY UNION ELEMENTARY	54/67991-00-003	Charter	P	6/5/2017	2/28/2018	0.00	1,567,601.10	1,567,601.10	3,135,202.20	0.00	0.00	0.00	3,135,202.20	
SAN DIEGO	CHULA VISTA ELEMENTARY	54/68023-00-002	Charter	P	6/5/2017	2/28/2018	0.00	0.00	2,688,022.80	2,688,022.80	0.00	0.00	0.00	2,688,022.80	
SANTA CLARA	EAST SIDE UNION HIGH	54/69427-00-005	Charter	P	6/5/2017	2/28/2018	0.00	13,973,119.20	13,973,119.20	27,946,238.40	0.00	0.00	0.00	27,946,238.40	
SANTA CLARA	EAST SIDE UNION HIGH	54/69427-00-006	Charter	P	6/5/2017	2/28/2018	0.00	246,867.30	246,867.30	493,734.60	0.00	0.00	0.00	493,734.60	
SANTA CLARA	MORGAN HILL UNIFIED	54/69583-00-002	Charter	P	6/5/2017	2/28/2018	0.00	6,209,740.80	6,209,740.80	12,419,481.60	0.00	0.00	0.00	12,419,481.60	
SOLANO	VALLEJO CITY UNIFIED	54/70581-00-004	Charter	P	5/22/2017	05/23/2018	0.00	200,755.80	200,755.80	401,511.60	401,511.60	0.00	0.00		

INFORMATION ITEM

SCHOOL FACILITY PROGRAM OFFICE OF PUBLIC SCHOOL CONSTRUCTION FUNDING WORKLOAD LISTING (Applications Received Through July 31, 2018)

The New Construction and Modernization projects on this list represent completed applications awaiting the Office of Public School Construction processing and scheduling to the State Allocation Board.

This list includes future workload that is identified as:

- Pending reflects workload that has been processed by the OPSC but awaiting further information/documentation from the district.
- Reviewing reflects currently being processed by the OPSC.

Pursuant to SFP Regulation Section 1859.95.1, this list also includes applications that were received, but not reviewed by the Office of Public School Construction (OPSC). This list is presented to the State Allocation Board for acknowledgement.

This list is also available on the Internet and is updated on the first and third Fridays of each month.

www.dgs.ca.gov/opsc

SFP APPLICATIONS
New Construction and Charter School Facilities Program
- Workload as of July 31, 2018 -

District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)	Financial Hardship (b)	Notification Occurred**
Ross Valley	Marin	White Hill Middle	50/75002-00-002	10/28/13	\$ 3,231,322	\$ -	12/4/2017
Pleasant View Elementary	Tulare	Pleasant View Elementary	50/72058-00-003	04/01/14	\$ 451,388	\$ 451,388	1/12/2018
Anaheim Elementary	Orange	John Marshall Elementary	50/66423-00-010	06/18/14	\$ 13,426,438	\$ -	1/16/2018
Kings Canyon Joint Unified	Fresno	Orange Cove High	50/62265-00-008	06/25/14	\$ 341,158	\$ -	1/16/2018
Poway Unified	San Diego	Design 39 Campus	50/68296-00-021	07/03/14	\$ 18,922,769	\$ -	1/17/2018
Kings Canyon Joint Unified	Fresno	Orange Cove High	50/62265-00-009	07/09/14	\$ 1,222,036	\$ -	1/17/2018
Los Banos Unified	Merced	Los Banos New Elementary	50/65755-00-008	07/11/14	\$ 11,110,922	\$ -	1/17/2018
Yuba County Office of Education	Yuba	Thomas E. Mathews Community	50/10587-00-001	07/22/14	\$ 295,475	\$ 295,475	1/17/2018
Yuba County Office of Education	Yuba	Goldfield	50/10587-00-002	07/22/14	\$ 112,327	\$ 112,327	1/17/2018
Yuba County Office of Education	Yuba	Special Education School 1	50/10587-00-003	07/22/14	\$ 56,164	\$ 56,164	1/17/2018
Yuba County Office of Education	Yuba	Special Education School 2	50/10587-00-004	07/22/14	\$ 37,442	\$ 37,442	1/17/2018
Yuba County Office of Education	Yuba	Special Education School 3	50/10587-00-005	07/22/14	\$ 56,164	\$ 56,164	1/17/2018
Yuba County Office of Education	Yuba	Special Education School 4	50/10587-00-006	07/22/14	\$ 56,164	\$ 56,164	1/17/2018
Yuba County Office of Education	Yuba	Special Education School 5	50/10587-00-007	07/22/14	\$ 56,164	\$ 56,164	1/17/2018
Yuba County Office of Education	Yuba	Special Education School 6	50/10587-00-008	07/22/14	\$ 56,164	\$ 56,164	1/17/2018
Firebaugh-Las Deltas Unified	Fresno	Mills (Arthur E.) Intermediate	50/73809-00-004	07/31/14	\$ 782,366	\$ -	2/1/2018
Marin County Office of Education	Marin	Marin Community	50/10215-00-001	08/14/14	\$ 1,532,100	\$ -	2/1/2018
Bakersfield City Elementary	Kern	Dr. Douglas K. Fletcher Elementary	50/63321-00-028	08/14/14	\$ 778,252	\$ -	2/1/2018
Bakersfield City Elementary	Kern	Sequoia Middle	50/63321-00-029	08/14/14	\$ 1,916,665	\$ -	2/1/2018
Kings Canyon Joint Unified	Fresno	Alta Elementary	50/62265-00-010	08/15/14	\$ 724,408	\$ -	2/1/2018
Sequoia Union High	San Mateo	Myrtle Street	50/69062-00-013	08/18/14	\$ 8,799,369	\$ -	2/1/2018
San Ramon Valley Unified	Contra Costa	Gale Ranch Middle	50/61804-00-038	08/20/14	\$ 482,106	\$ -	2/1/2018
San Ramon Valley Unified	Contra Costa	Dougherty Valley High	50/61804-00-039	08/20/14	\$ 1,615,969	\$ -	2/1/2018
Washington Colony Elementary	Fresno	Washington Colony Elementary	50/62513-00-001	08/20/14	\$ 2,182,944	\$ 2,182,944	2/1/2018
Templeton Unified	San Luis Obispo	Templeton Elementary	50/68841-00-001	08/20/14	\$ 978,993	\$ -	2/1/2018
Oxnard Elementary	Ventura	Southwest (Seabridge)	50/72538-00-010	08/25/14	\$ 1,399,104	\$ 1,399,104	2/1/2018
Grossmont Union High	San Diego	Elite Academy	50/68130-13-006	09/02/14	\$ 2,705,363	\$ -	2/1/2018
Irvine Unified	Orange	Irvine High	50/73650-00-020	09/02/14	\$ 6,138,311	\$ -	2/1/2018
Clovis Unified	Fresno	Clark Intermediate	50/62117-00-019	09/05/14	\$ 3,602,578	\$ -	3/1/2018
Dublin Unified	Alameda	J.M. Amador Elementary	50/75093-00-010	09/19/14	\$ 30,095,249	\$ -	3/1/2018
Clovis Unified	Fresno	Sierra Vista Elementary	50/62117-00-020	09/23/14	\$ 311,626	\$ -	3/1/2018
Ripon Unified	San Joaquin	Weston Elementary	50/68650-00-006	09/25/14	\$ 6,566,957	\$ -	3/1/2018
Etiwanda Elementary	San Bernardino	David W. Long Elementary	50/67702-00-014	10/23/14	\$ 1,539,556	\$ -	3/1/2018
Newhall Elementary	Los Angeles	Newhall Elementary	50/64832-00-005	10/30/14	\$ 5,139,703	\$ -	3/1/2018
Newhall Elementary	Los Angeles	Old Orchard Elementary	50/64832-00-006	10/30/14	\$ 4,613,319	\$ -	3/1/2018
Central Unified	Fresno	New High	50/73965-00-018	10/31/14	\$ 46,521,629	\$ -	3/1/2018
Oxnard Elementary	Ventura	Harrington Elementary	50/72538-00-011	11/14/14	\$ 10,354,774	\$ -	
Plaza Elementary	Glenn	Plaza Elementary	50/62638-00-002	12/03/14	\$ 117,939	\$ 117,939	
Liberty Elementary	Tulare	Liberty Elementary	50/71985-00-003	12/03/14	\$ 1,721,086	\$ 1,721,086	
Visalia Unified	Tulare	Redwood High	50/72256-00-028	12/03/14	\$ 7,143,776	\$ -	
Los Banos Unified	Merced	New Middle	50/65755-00-009	12/23/14	\$ 14,960,089	\$ -	
Monterey County Office of Education	Monterey	Salinas Community	50/10272-00-011	12/30/14	\$ 2,541,064	\$ 2,541,064	
Manzanita Elementary	Butte	Manzanita Elementary	50/61499-00-003	12/30/14	\$ 2,866,696	\$ 2,866,696	
Pixley Union Elementary	Tulare	Pixley Elementary	50/72041-00-002	12/30/14	\$ 3,245,795	\$ 3,245,795	
Pixley Union Elementary	Tulare	Pixley Middle	50/72041-00-003	12/30/14	\$ 1,678,242	\$ 1,678,242	

SFP APPLICATIONS
New Construction and Charter School Facilities Program
- Workload as of July 31, 2018 -

District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)	Financial Hardship (b)	Notification Occurred**
Irvine Unified	Orange	Portola Springs High	50/73650-00-021	01/08/15	\$ 123,721,268	\$ -	
Ducor Union Elementary	Tulare	Ducor Elementary	50/71894-00-002	01/13/15	\$ 2,319,460	\$ -	
Sulphur Springs Union Elementary	Los Angeles	Pinetree Community Elementary	50/65045-00-009	01/28/15	\$ 4,144,353	\$ -	
Oxnard Elementary	Ventura	Drifill Elementary	50/72538-00-012	02/09/15	\$ 1,664,334	\$ -	
McFarland Unified	Kern	New Elementary	50/73908-00-010	02/23/15	\$ 8,595,998	\$ -	
Elk Grove Unified	Sacramento	Dillard Elementary	50/67314-00-044	03/23/15	\$ 5,108,855	\$ -	
Fremont Union High	Santa Clara	Homestead High	50/69468-01-003	03/25/15	\$ 1,976,666	\$ -	
Chaffey Joint Union High	San Bernardino	Rancho Cucamonga High	50/67652-00-016	04/03/15	\$ 1,643,765	\$ -	
Chaffey Joint Union High	San Bernardino	Etiwanda High	50/67652-00-017	04/03/15	\$ 2,157,761	\$ -	
Santa Maria-Bonita	Santa Barbara	Acquistapace	50/69120-00-018	04/10/15	\$ 1,764,277	\$ -	
Santa Maria-Bonita	Santa Barbara	Tommie Knust	50/69120-00-019	04/10/15	\$ 3,887,345	\$ -	
Irvine Unified	Orange	Portola Springs Elementary	50/73650-00-022	04/13/15	\$ 29,839,911	\$ -	
Sulpher Springs Union Elementary	Los Angeles	Valley View Elementary	50/65045-00-010	04/28/15	\$ 5,703,458	\$ -	
Irvine Unified	Orange	Beacon Park	50/73650-00-023	04/29/15	\$ 36,959,900	\$ -	
Chaffey Joint Union High	San Bernardino	Alta Loma High	50/67652-00-018	05/01/15	\$ 2,649,434	\$ -	
Chaffey Joint Union High	San Bernardino	Ontario High	50/67652-00-019	05/07/15	\$ 2,910,144	\$ -	
San Dieguito Union High	San Diego	Pacific Trails Middle	50/68346-00-004	05/08/15	\$ 14,687,083	\$ -	
Burrel Union Elementary	Fresno	Burrel Elementary	50/62042-00-001	05/22/15	\$ 168,978	\$ 168,978	
Temple City Unified	Los Angeles	Doug Sears Learning Center	50/65052-00-002	06/19/15	\$ 452,717	\$ -	
Irvine Unified	Orange	Northwood High (Culinary Arts)	50/73650-00-024	07/22/15	\$ 453,283	\$ -	
Irvine Unified	Orange	Creekside High (Culinary Arts)	50/73650-00-025	07/22/15	\$ 499,337	\$ -	
Sequoia Union High	San Mateo	Menlo-Atherton High	50/69062-01-006	07/29/15	\$ 2,396,850	\$ -	
Alisal Union	Monterey	Bardin Elementary	50/65961-00-009	07/30/15	\$ 1,072,281	\$ 1,072,281	
Solano County Office of Education	Solano	Armino High	50/10488-00-029	08/03/15	\$ 971,682	\$ 971,682	
Palm Springs Unified	Riverside	Cielo Vista Charter	50/67173-00-004	08/03/15	\$ 964,455	\$ -	
Oxnard Union High	Ventura	Rancho Campana High	50/72546-00-001	08/03/15	\$ 19,776,228	\$ -	
San Marcos Unified	San Diego	Double Peak	50/73791-00-015	08/03/15	\$ 34,823,016	\$ -	
Irvine Unified	Orange	Jeffrey Trail Middle	50/73650-00-026	08/05/15	\$ 1,149,226	\$ -	
Irvine Unified	Orange	Cypress Village Elementary	50/73650-00-027	08/05/15	\$ 1,300,562	\$ -	
Santa Maria Joint Union High	Santa Barbara	Santa Maria High	50/69310-00-005	08/06/15	\$ 1,396,468	\$ -	
Downey Unified	Los Angeles	Warren High	50/64451-00-012	08/12/15	\$ 904,943	\$ -	
Fresno Unified	Fresno	Baird Middle	50/62166-00-030	08/17/15	\$ 1,600,107	\$ -	
Merced City Elementary	Merced	Charles Wright Elementary	50/65771-00-017	08/17/15	\$ 189,225	\$ -	
Merced City Elementary	Merced	John Muir Elementary	50/65771-00-018	08/17/15	\$ 400,829	\$ -	
Merced City Elementary	Merced	Burbank Elementary	50/65771-00-019	08/17/15	\$ 378,450	\$ -	
Merced City Elementary	Merced	Rivera Elementary	50/65771-00-020	08/17/15	\$ 5,328,632	\$ -	
Sanger Unified	Fresno	Sanger High	50/62414-00-015	08/19/15	\$ 978,373	\$ -	
Brawley Elementary	Imperial	Barbara Worth Junior High	50/63073-00-001	08/25/15	\$ 2,012,933	\$ -	
Larkspur Elementary	Marin	The Cove	50/65367-00-001	08/28/15	\$ 1,545,351	\$ -	
Dehesa	San Diego	Dehesa Elementary	50/68049-00-001	08/31/15	\$ 2,450,571	\$ -	
Fremont Unified	Alameda	Azeveda (Joseph) Elementary	50/61176-00-005	09/18/15	\$ 1,352,221	\$ -	
Fremont Unified	Alameda	Mattos (John G.) Elementary	50/61176-00-006	09/18/15	\$ 1,391,882	\$ -	
Santa Maria Joint Union High	Santa Barbara	Pioneer Valley High	50/69310-00-006	09/18/15	\$ 3,300,368	\$ -	
Clovis Unified	Fresno	Temperance Clinton Elementary	50/62117-00-021	09/22/15	\$ 11,554,700	\$ -	
Newport-Mesa Unified	Orange	Newport Harbor High	50/66597-00-019	09/22/15	\$ 2,006,783	\$ -	

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District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)	Financial Hardship (b)	Notification Occurred**
Victor Elementary	San Bernardino	Arrowhead Elementary	50/67918-00-010	09/28/15	\$ 8,890,173	\$ -	
Grossmont Union High	San Diego	Monte Vista High	50/68130-12-007	10/01/15	\$ 2,497,982	\$ -	
Riverdale Joint Unified	Fresno	Riverdale High	50/75408-00-001	10/01/15	\$ 1,916,025	\$ -	
Sanger Unified	Fresno	Madison Elementary	50/62414-00-016	10/05/15	\$ 1,117,400	\$ -	
Ventura County Office Of Education	Ventura	Gateway Community	50/10561-00-004	10/09/15	\$ 621,901	\$ 621,901	
Shiloh Elementary	Stanislaus	Shiloh Elementary	50/71274-00-001	10/19/15	\$ 2,637,229	\$ 2,637,229	
Fremont Unified	Alameda	Irvington High	50/61176-00-007	10/29/15	\$ 4,926,653	\$ -	
Grossmont Union High	San Diego	Valhala High	50/68130-12-008	10/29/15	\$ 3,858,896	\$ -	
Chico Unified	Butte	Marsh (Harry M.) Junior High	50/61424-00-004	10/30/15	\$ 1,359,460	\$ -	
Chico Unified	Butte	Marsh (Harry M.) Junior High	50/61424-00-005	10/30/15	\$ 779,623	\$ -	
Chico Unified	Butte	Chico Junior High	50/61424-00-006	10/30/15	\$ 1,349,660	\$ -	
Salinas Union High	Monterey	New High #5	50/66159-00-006	10/30/15	\$ 29,477,632	\$ -	
Palm Springs Unified	Riverside	Raymond Cree Middle	50/67173-00-005	10/30/15	\$ 2,932,202	\$ -	
Elk Grove Unified	Sacramento	Anatolia II Elementary	50/67314-00-045	10/30/15	\$ 11,103,115	\$ -	
Orange County Office of Education	Orange	Community School #9	50/10306-00-019	11/02/15	\$ 8,467,056	\$ 8,467,056	
Grossmont Union High	San Diego	Granite Hills High	50/68130-12-009	11/02/15	\$ 2,051,438	\$ -	
Centinela Valley Union High	Los Angeles	Lawndale High	50/64352-00-005	11/13/15	\$ 4,589,460	\$ -	
Sundale Union Elementary	Tulare	Sundale Elementary	50/72173-00-006	11/20/15	\$ 655,814	\$ 655,814	
Oak Valley Union Elementary	Tulare	Oak Valley Elementary	50/72017-00-005	12/01/15	\$ 154,982	\$ 154,982	
Rocklin Unified	Placer	Granite Oaks Middle	50/75085-00-013	12/29/15	\$ 3,481,565	\$ -	
Roseville City Elementary	Placer	W-70 Elementary	50/66910-00-014	01/27/16	\$ 9,632,057	\$ -	
Raisin City Elementary	Fresno	Raisin City Elementary	50/62380-00-001	03/10/16	\$ 3,535,707	\$ 3,535,707	
Visalia Unified	Tulare	New Visalia Middle	50/72256-00-029	03/29/16	\$ 15,096,058	\$ -	
Porterville Unified	Tulare	Belleview Elementary	50/75523-00-007	03/29/16	\$ 3,236,061	\$ -	
Sequoia Union High	San Mateo	Sequoia High	50/69062-00-014	04/05/16	\$ 453,283	\$ -	
Sequoia Union High	San Mateo	Carlmont High	50/69062-00-015	04/06/16	\$ 5,162,761	\$ -	
Clay Joint Elementary	Fresno	Clay Elementary	50/62109-00-002	04/11/16	\$ 28,870	\$ 28,870	
Natomas Unified	Sacramento	Natomas Star Academy Charter	50/75283-00-015	04/12/16	\$ 8,792,567	\$ -	
San Ramon Valley Unified	Contra Costa	Dougherty Valley High	50/61804-00-041	04/14/16	\$ 4,048,034	\$ -	
Sanger Unified	Fresno	John Wash	50/62414-00-017	04/25/16	\$ 2,221,535	\$ -	
Downey Unified	Los Angeles	Warren High	50/64451-00-013	04/25/16	\$ 1,390,932	\$ -	
San Ramon Valley Unified	Contra Costa	Bella Vista Elementary	50/61804-00-040	05/06/16	\$ 10,890,387	\$ -	
Chaffey Joint Union High	San Bernardino	Chaffey High	50/67652-00-020	05/12/16	\$ 13,256,842	\$ -	
Irvine Unified	Orange	Portola Springs Elementary	50/73650-00-028	06/01/16	\$ 1,421,676	\$ -	
Santa Rita Union Elementary	Monterey	Kantro K-8 Site	50/66191-00-008	06/02/16	\$ 1,110,400	\$ 1,110,400	
Santa Rita Union Elementary	Monterey	Sbrana K-5 Site	50/66191-00-009	06/02/16	\$ 721,760	\$ 721,760	
Sequoia Union High	San Mateo	Sequoia High	50/69062-00-016	06/28/16	\$ 6,806,310	\$ -	
Santa Rita Union Elementary	Monterey	Bolsa Knolls Middle	50/66191-00-010	07/01/16	\$ 1,806,969	\$ 1,806,969	
Sequoia Union High	San Mateo	Menlo-Atherton High	50/69062-01-007	07/14/16	\$ 5,589,541	\$ -	
Alisal Union	Monterey	Frank Paul Elementary	50/65961-00-010	07/18/16	\$ 3,651,342	\$ -	
Atwater Elementary	Merced	Thomas Olaeta Elementary	50/65631-00-003	07/22/16	\$ 294,744	\$ -	
Atwater Elementary	Merced	Shaffer Elementary	50/65631-00-004	07/22/16	\$ 315,430	\$ -	
Elk Grove Unified	Sacramento	Laguna Ridge North Elementary	50/67314-00-046	07/22/16	\$ 14,169,483	\$ -	
Bonsall Unified	San Diego	Norman L. Sullivan Middle	50/76851-00-001	07/22/16	\$ 3,649,982	\$ -	
William S. Hart Union High	Los Angeles	Canyon High	50/65136-00-011	07/25/16	\$ 2,169,718	\$ -	

SFP APPLICATIONS
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District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)	Financial Hardship (b)	Notification Occurred**
Fresno Unified	Fresno	Figarden Elementary	50/62166-00-031	07/27/16	\$ 5,565,448	\$ -	
Irvine Unified	Orange	Cypress Village Elementary	50/73650-00-029	08/01/16	\$ 876,147	\$ -	
Irvine Unified	Orange	PA 5B Elementary	50/73650-00-030	08/01/16	\$ 49,184,798	\$ -	
Temple City Unified	Los Angeles	Temple City High	50/65052-00-003	08/02/16	\$ 4,985,620	\$ -	
Palm Springs Unified	Riverside	Katherine Finchy Elementary	50/67173-00-006	08/03/16	\$ 419,780	\$ -	
Palm Springs Unified	Riverside	Landau Elementary	50/67173-00-007	08/03/16	\$ 1,735,747	\$ -	
Palm Springs Unified	Riverside	Rio Vista Elementary	50/67173-00-008	08/03/16	\$ 319,070	\$ -	
Palm Springs Unified	Riverside	Sunny Sands Elementary	50/67173-00-009	08/03/16	\$ 773,042	\$ -	
Palm Springs Unified	Riverside	Cabot Yerxa Elementary	50/67173-00-010	08/03/16	\$ 356,574	\$ -	
Palm Springs Unified	Riverside	Cathedral City Elementary	50/67173-00-011	08/03/16	\$ 695,316	\$ -	
Palm Springs Unified	Riverside	Bella Vista Elementary	50/67173-00-012	08/03/16	\$ 531,104	\$ -	
Perris Elementary	Riverside	Clearwater Elementary	50/67199-00-012	08/05/16	\$ 13,608,405	\$ -	
Bakersfield City Elementary	Kern	Voorhies Elementary	50/63321-00-030	08/11/16	\$ 3,229,377	\$ -	
Azusa Unified	Los Angeles	Ellington (Alice M.) Elementary	50/64279-00-001	08/11/16	\$ 70,113	\$ -	
Fairfield-Suisun Unified	Solano	Public Safety Academy	50/70540-00-026	08/11/16	\$ 1,885,017	\$ -	
Palm Springs Unified	Riverside	Two Bunch Palms Elementary	50/67173-00-013	08/12/16	\$ 334,328	\$ -	
Panama-Buena Vista Union	Kern	Sing Lum Elementary	50/63362-00-040	08/15/16	\$ 8,988,375	\$ -	
Etiwanda Elementary	San Bernardino	Elementary #13	50/67702-00-015	08/15/16	\$ 15,179,007	\$ -	
Guadalupe Union Elementary	Santa Barbara	New Middle	50/69203-00-001	08/15/16	\$ 9,470,146	\$ 9,470,146	
Natomas Unified	Sacramento	Bannon Creek Elementary	50/75283-00-016	08/16/16	\$ 5,341,955	\$ -	
Burlingame	San Mateo	Burlingame Intermediate	50/68882-00-003	08/18/16	\$ 4,337,469	\$ -	
Burlingame	San Mateo	Hoover Elementary	50/68882-00-004	08/18/16	\$ 5,995,695	\$ -	
Riverside Unified	Riverside	Riverside STEM Academy	50/67215-00-026	08/24/16	\$ 452,717	\$ -	
Riverside Unified	Riverside	Jefferson Elementary	50/67215-00-027	08/24/16	\$ 311,237	\$ -	
Riverside Unified	Riverside	Castle View Elementary	50/67215-00-028	08/24/16	\$ 311,237	\$ -	
Fremont Unified	Alameda	Warm Springs Elementary	50/61176-00-008	08/29/16	\$ 4,143,412	\$ -	
Liberty Union High	Contra Costa	Liberty High	50/61721-00-006	09/14/16	\$ 2,748,797	\$ -	
Whittier City Elementary	Los Angeles	Wallen L. Andrews Elementary	50/65110-00-009	09/15/16	\$ 2,325,066	\$ -	
Whittier City Elementary	Los Angeles	Phelan (Daniel) Elementary	50/65110-00-010	09/16/16	\$ 680,996	\$ -	
Kerman Unified	Fresno	Kerman Middle	50/73999-00-008	09/21/16	\$ 296,785	\$ -	
Madera Unified	Madera	New K-6 Elementary	50/65243-00-010	09/29/16	\$ 11,445,005	\$ -	
Capistrano Unified	Orange	San Clemente High	50/66464-00-020	10/25/16	\$ 8,592,144	\$ -	
Capistrano Unified	Orange	San Juan Hills High	50/66464-00-021	10/25/16	\$ 8,115,189	\$ -	
Pioneer Union Elementary	Kings	Pioneer Elementary	50/63990-00-003	10/26/16	\$ 4,337,647	\$ -	
Merced City Elementary	Merced	Peterson Elementary	50/65771-00-021	10/26/16	\$ 713,510	\$ -	
Bayshore Elementary	San Mateo	Bayshore Elementary	50/68858-00-001	10/26/16	\$ 2,575,585	\$ -	
Los Banos Unified	Merced	Mercey Springs Elementary	50/65755-00-010	10/27/16	\$ 4,733,373	\$ -	
Chaffey Joint Union High	San Bernardino	Rancho Cucamonga High	50/67652-00-021	10/27/16	\$ 1,619,213	\$ -	
Fresno Unified	Fresno	Turner Elementary	50/62166-00-032	10/28/16	\$ 2,681,414	\$ -	
Sanger Unified	Fresno	Sanger Academy Charter	50/62414-00-018	10/28/16	\$ 1,519,111	\$ -	
Manteca Unified	San Joaquin	Shasta Elementary	50/68593-00-024	10/28/16	\$ 2,210,445	\$ -	
Manteca Unified	San Joaquin	Lathrop Elementary	50/68593-00-025	10/28/16	\$ 2,782,724	\$ -	
Manteca Unified	San Joaquin	Sequoia Elementary	50/68593-00-026	10/28/16	\$ 2,302,306	\$ -	
Central Union High	Imperial	Phoenix Rising High	50/63115-00-001	10/31/16	\$ 469,996	\$ -	
Heber Elementary	Imperial	Dogwood Elementary	50/63131-00-005	10/31/16	\$ 1,938,209	\$ 1,938,209	

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District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)	Financial Hardship (b)	Notification Occurred**
Sequoia Union High	San Mateo	Menlo-Atherton High	50/69062-00-017	10/31/16	\$ 3,032,044	\$ -	
Ceres Unified	Stanislaus	Ceres High	50/71043-00-033	10/31/16	\$ 1,529,877	\$ -	
Windsor Unified	Sonoma	Windsor Oaks Academy	50/75358-00-016	10/31/16	\$ 2,167,755	\$ -	
Dinuba Unified	Tulare	New High	50/75531-00-006	10/31/16	\$ 5,179,575	\$ 5,179,575	
Lancaster Elementary	Los Angeles	Endeavour Middle	50/64667-00-010	11/01/16	\$ 1,402,297	\$ -	
Tipton Elementary	Tulare	Tipton Elementary	50/72215-00-002	11/22/16	\$ 2,548,113	\$ 2,548,113	
Long Beach Unified	Los Angeles	Browning High	50/64725-00-019	12/12/16	\$ 14,094,276	\$ -	
Santa Maria-Bonita	Santa Barbara	Ida Redmond Taylor Elementary	50/69120-00-020	12/19/16	\$ 1,732,224	\$ -	
Santa Maria-Bonita	Santa Barbara	Liberty Elementary	50/69120-00-021	12/19/16	\$ 1,732,224	\$ -	
William S. Hart Union High	Los Angeles	Castaic High	50/65136-00-012	12/29/16	\$ 64,405,723	\$ -	
Folsom-Cordova Unified	Sacramento	Sundahl (Carl H.) Elementary	50/67330-21-009	01/06/17	\$ 6,088,796	\$ -	
Greenfield Union Elementary	Monterey	Apple Avenue Elementary	50/66035-00-002	01/07/17	\$ 2,345,428	\$ 2,345,428	
Corcoran Joint Unified	Kings	John Muir Middle	50/63891-00-001	01/13/17	\$ 750,830	\$ -	
Natomas Unified	Sacramento	Westlake K-8 Charter	50/75283-00-017	01/13/17	\$ 17,136,100	\$ -	
Perris Union High	Riverside	High School #4	50/67207-00-010	01/19/17	\$ 51,487,315	\$ -	
Pacific Elementary	Santa Cruz	Pacific Elementary	50/69781-00-001	01/20/17	\$ 111,040	\$ 111,040	
Pacific Elementary	Santa Cruz	Pacific Elementary	50/69781-00-002	01/20/17	\$ 111,040	\$ 111,040	
Arvin Union Elementary	Kern	Sierra Vista Elementary	50/63313-00-003	01/26/17	\$ 3,734,020	\$ -	
Visalia Unified	Tulare	Riverway Elementary	50/72256-00-030	01/26/17	\$ 11,114,715	\$ -	
Natomas Unified	Sacramento	Heron Elementary	50/75283-00-018	02/03/17	\$ 3,124,919	\$ -	
Natomas Unified	Sacramento	Discovery High	50/75283-00-019	02/03/17	\$ 518,124	\$ -	
Pomona Unified	Los Angeles	Philadelphia Elementary	50/64907-00-032	02/06/17	\$ 2,330,783	\$ -	
Corcoran Joint Unified	Kings	Mark Twain Elementary	50/63891-00-002	02/07/17	\$ 1,327,950	\$ -	
Los Molinos Unified	Tehama	Los Molinos Elementary	50/71571-00-001	02/07/17	\$ 553,824	\$ 553,824	
Stockton Unified	San Joaquin	El Dorado Elementary	50/68676-04-002	02/09/17	\$ 423,811	\$ -	
Sequoia Union Elementary	Tulare	Sequoia Elementary	50/72116-00-002	02/24/17	\$ 427,885	\$ 427,885	
Jurupa Unified	Riverside	New K-8 School #5	50/67090-00-012	03/07/17	\$ 15,507,131	\$ -	
William S. Hart Union High	Los Angeles	Saugus High	50/65136-00-013	03/10/17	\$ 1,505,563	\$ -	
Buena Vista Elementary	Tulare	Buena Vista Elementary	50/71829-00-003	03/15/17	\$ 2,966,043	\$ 2,966,043	
Capistrano Unified	Orange	Esencia K-8	50/66464-00-022	03/22/17	\$ 35,047,431	\$ -	
Scotts Valley Unified	Santa Cruz	Scotts Valley Middle	50/75432-00-001	04/20/17	\$ 5,317,001	\$ -	
Downey Unified	Los Angeles	Stauffer Middle	50/64451-00-014	04/21/17	\$ 2,784,640	\$ -	
Elk Grove Unified	Sacramento	East Franklin Elementary	50/67314-00-047	04/24/17	\$ 14,783,137	\$ -	
Chula Vista Elementary	San Diego	Saburo Muraoka Elementary	50/68023-00-012	04/26/17	\$ 17,912,631	\$ -	
Capistrano Unified	Orange	Tesoro High	50/66464-00-023	05/05/17	\$ 7,841,392	\$ -	
Brittan Elementary	Sutter	Brittan Elementary	50/71357-00-002	05/05/17	\$ 4,097,432	\$ 4,097,432	
Downey Unified	Los Angeles	Stauffer Middle	50/64451-00-015	05/08/17	\$ 2,332,553	\$ -	
Kern High	Kern	Foothill High	50/63529-00-009	05/17/17	\$ 968,944	\$ -	
Lammersville Joint Unified	San Joaquin	Peter Hansen Elementary	50/76760-00-007	06/07/17	\$ 11,873,345	\$ -	
Ackerman Elementary	Placer	Bowman Elementary	50/66761-00-003	06/16/17	\$ 1,068,193	\$ -	
Standard Elementary	Kern	Standard Middle	50/63792-00-002	06/22/17	\$ 2,065,579	\$ -	
Farmersville Unified	Tulare	Farmersville High	50/75325-00-008	06/23/17	\$ 1,926,790	\$ 1,926,790	
Imperial Unified	Imperial	Cross Elementary	50/63164-00-006	07/03/17	\$ 11,889,879	\$ -	
Palm Springs Unified	Riverside	Agua Caliente Elementary	50/67173-00-014	07/06/17	\$ 4,873,871	\$ -	
Pierce Joint Unified	Colusa	Pierce High	50/61614-00-004	07/07/17	\$ 1,480,857	\$ -	

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Jurupa Unified	Riverside	Sunnyslope Elementary	50/67090-00-013	07/12/17	\$ 2,722,065	\$ -	
Oxnard Elementary	Ventura	Lemonwood Elementary	50/72538-00-013	07/19/17	\$ 12,225,183	\$ -	
Sacramento County Office of Education	Sacramento	New Community School	50/10348-00-003	07/25/17	\$ 404,846	\$ 404,846	
Dublin Unified	Alameda	Dougherty Elementary	50/75093-00-011	07/28/17	\$ 1,998,741	\$ -	
Poway Unified	San Diego	Stone Ranch Elementary	50/68296-00-022	08/01/17	\$ 6,508,805	\$ -	
Riverside Unified	Riverside	John F. Kennedy Elementary	50/67215-00-029	08/02/17	\$ 315,887	\$ -	
Riverside Unified	Riverside	Emerson Elementary	50/67215-00-030	08/02/17	\$ 315,887	\$ -	
Chawanakee Unified	Madera	Hillside Elementary	50/75606-00-002	08/02/17	\$ 12,565,858	\$ -	
Menifee Union Elementary	Riverside	Elementary School #10	50/67116-00-014	08/03/17	\$ 14,544,346	\$ -	
Sequoia Union High	San Mateo	Redwood High	50/69062-00-018	08/03/17	\$ 2,218,255	\$ -	
Irvine Unified	Orange	Portola Springs Elementary	50/73650-00-031	08/03/17	\$ 948,994	\$ -	
Dublin Unified	Alameda	Cottonwood Creek Elementary	50/75093-00-012	08/07/17	\$ 22,789,083	\$ -	
Corona-Norco Unified	Riverside	Augustine Ramirez Intermediate	50/67033-00-040	08/08/17	\$ 1,009,935	\$ -	
William S. Hart Union High	Los Angeles	Placerita Junior High	50/65136-00-014	08/09/17	\$ 2,890,803	\$ -	
Alisal Union	Monterey	Fremont Elementary	50/65961-00-011	08/10/17	\$ 7,231,447	\$ -	
Hesperia Unified	San Bernardino	Maple Elementary	50/75044-00-035	08/10/17	\$ 648,182	\$ -	
Murrieta Valley Unified	Riverside	Vista Murrieta High	50/75200-00-024	08/11/17	\$ 5,794,403	\$ -	
Porterville Unified	Tulare	Porterville High	50/75523-00-008	08/11/17	\$ 906,565	\$ -	
Porterville Unified	Tulare	Monache High	50/75523-00-009	08/11/17	\$ 2,525,778	\$ -	
Lamont Elementary	Kern	Myrtle Avenue Elementary	50/63560-00-001	08/14/17	\$ 248,990	\$ -	
Western Placer Unified	Placer	Lincoln High	50/66951-00-009	08/14/17	\$ 2,965,340	\$ -	
Sanger Unified	Fresno	Ronald W. Reagan Elementary	50/62414-00-019	08/15/17	\$ 576,555	\$ -	
Sanger Unified	Fresno	Sequoia Elementary	50/62414-00-020	08/15/17	\$ 972,351	\$ -	
Sanger Unified	Fresno	Washington Academic Middle	50/62414-00-021	08/15/17	\$ 83,348	\$ -	
Bakersfield City Elementary	Kern	Voorhies Elementary	50/63321-00-031	08/15/17	\$ 1,330,267	\$ -	
Escondido Union Elementary	San Diego	Mission Middle	50/68098-00-007	08/15/17	\$ 3,500,559	\$ -	
Old Adobe Union Elementary	Sonoma	Loma Vista Immersion Academy	50/70847-00-003	08/15/17	\$ 1,363,324	\$ -	
Natomas Unified	Sacramento	Natomas Park Elementary	50/75283-00-020	08/15/17	\$ 3,086,656	\$ -	
Martinez Unified	Contra Costa	Alhambra Senior High	50/61739-00-003	08/16/17	\$ 2,742,337	\$ -	
Escondido Union	San Diego	Quantum Academy	50/68098-00-008	08/16/17	\$ 1,410,545	\$ -	
Fremont Unified	Alameda	Brookvale Elementary	50/61176-00-009	08/17/17	\$ 2,518,817	\$ -	
Fremont Unified	Alameda	Patterson Elementary	50/61176-00-010	08/17/17	\$ 2,526,392	\$ -	
Alameda City Unified	Alameda	Frank Otis Elementary	50/61119-00-001	08/18/17	\$ 2,195,724	\$ -	
McCabe Union Elementary	Imperial	Corfman Middle	50/63180-00-004	08/18/17	\$ 706,996	\$ -	
Natomas Unified	Sacramento	Natomas Pacific Pathways Prep Middle	50/75283-00-021	08/18/17	\$ 3,948,395	\$ -	
Jurupa Unified	Riverside	New K-8 School #5	50/67090-00-014	08/23/17	\$ 3,581,554	\$ -	
Placer Union High	Placer	Del Oro High	50/66894-00-006	08/24/17	\$ 14,245,259	\$ -	
Cutler-Orosi Joint Unified	Tulare	Orosi High	50/71860-00-006	08/24/17	\$ 3,431,530	\$ -	
Irvine Unified	Orange	Rancho San Joaquin Middle	50/73650-00-032	08/24/17	\$ 10,223,148	\$ 10,223,148	
Merced City Elementary	Merced	Ada Givens Elementary	50/65771-00-022	08/25/17	\$ 1,205,026	\$ -	
Sacramento City Unified	Sacramento	Kit Carson Middle	50/67439-00-004	08/30/17	\$ 1,970,132	\$ -	
Capay Joint Union Elementary	Glenn	Capay Joint Union Elementary	50/62554-00-001	09/01/17	\$ 2,070,382	\$ 2,070,382	
Palo Verde Union Elementary	Tulare	Palo Verde Elementary	50/72033-00-004	09/01/17	\$ 61,069	\$ 61,069	
Irvine Unified	Orange	Heritage Field K-8	50/73650-00-033	09/06/17	\$ 41,372,337	\$ -	
Bakersfield City Elementary	Kern	Stella Hills Elementary	50/63321-00-032	09/14/17	\$ 3,229,025	\$ -	

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Bakersfield City Elementary	Kern	Evergreen Elementary	50/63321-00-033	09/15/17	\$ 1,457,130	\$ -	
Weaver Union	Merced	Weaver Middle	50/65862-00-002	09/15/17	\$ 4,595,737	\$ -	
Heber Elementary	Imperial	Heber Elementary	50/63131-00-007	09/18/17	\$ 3,014,314	\$ -	
Raymond-Knowles Union Elementary	Madera	Raymond-Knowles Elementary	50/65276-00-001	09/19/17	\$ 197,883	\$ 197,883	
Burbank Unified	Los Angeles	Bret Harte Elementary	50/64337-00-003	09/21/17	\$ 630,828	\$ -	
Saugus Union	Los Angeles	West Creek Academy	50/64998-00-019	09/27/17	\$ 3,699,651	\$ -	
Maple Elementary	Kern	Maple Elementary	50/63610-00-002	09/29/17	\$ 1,023,481	\$ 1,023,481	
Banta Elementary	San Joaquin	Banta Elementary	50/68486-00-003	09/29/17	\$ 196,978	\$ 196,978	
Hanford Elementary	Kings	Monroe Elementary	50/63917-00-003	10/03/17	\$ 448,984	\$ -	
Greenfield Union Elementary	Monterey	Mary Chapa Literacy and Technology Academy	50/66035-00-003	10/03/17	\$ 749,769	\$ 749,769	
Antelope Elementary	Tehama	Antelope Elementary	50/71472-00-001	10/06/17	\$ 38,695	\$ -	
Antelope Elementary	Tehama	Antelope Elementary	50/71472-00-002	10/06/17	\$ 38,695	\$ -	
Antelope Elementary	Tehama	Antelope Elementary	50/71472-00-003	10/06/17	\$ 38,695	\$ -	
Antelope Elementary	Tehama	Antelope Elementary	50/71472-00-004	10/06/17	\$ 218,001	\$ -	
Palo Alto Unified	Santa Clara	Henry M. Gunn High	50/69641-00-003	10/11/17	\$ 3,238,427	\$ -	
Milpitas Unified	Santa Clara	Mabel Mattos Elementary	50/73387-00-001	10/12/17	\$ 16,845,997	\$ -	
Firebaugh-Las Deltas Joint Unified	Fresno	Arthur E. Mills Intermediate	50/73809-00-005	10/12/17	\$ 397,254	\$ -	
Panama-Buena Vista Union	Kern	Dolores S. Whitley Elementary	50/63362-00-041	10/16/17	\$ 12,071,259	\$ -	
Folsom-Cordova Unified	Sacramento	Sutter Middle	50/67330-21-010	10/16/17	\$ 6,584,059	\$ -	
Folsom-Cordova Unified	Sacramento	Oak Chan Elementary	50/67330-21-011	10/16/17	\$ 8,445,042	\$ -	
Lancaster Elementary	Los Angeles	Linda Verde Elementary	50/64667-00-011	10/17/17	\$ 1,115,805	\$ -	
Southern Humboldt Joint Unified	Humboldt	South Fork Junior - Senior High	50/63040-00-001	10/18/17	\$ 1,360,522	\$ -	
Southern Humboldt Joint Unified	Humboldt	Redway Elementary	50/63040-00-002	10/18/17	\$ 896,296	\$ -	
Greenfield Union Elementary	Monterey	Apple Avenue Elementary	50/66035-00-002	10/19/17	\$ 9,381,712	\$ 9,381,712	
Central Unified	Fresno	Hahn Phan Tilley	50/73965-00-019	10/23/17	\$ 11,679,644	\$ -	
Hollister Elementary	San Benito	Santana Ranch Elementary TK-8	50/67470-00-003	10/26/17	\$ 2,061,901	\$ 2,061,901	
Santa Paula Unified	Ventura	East Area 1	50/76828-00-001	10/27/17	\$ 24,572,839	\$ -	
Fremont Unified	Alameda	Lila Bringham Elementary	50/61176-00-011	10/31/17	\$ 32,667,294	\$ -	
San Benito High	San Benito	San Benito High	50/67538-00-002	10/31/17	\$ 5,002,975	\$ -	
San Marcos Unified	San Diego	Alvin M Dunn Elementary	50/73791-00-016	10/31/17	\$ 8,926,096	\$ -	
Dinuba Unified	Tulare	New High	50/75531-00-007	10/31/17	\$ 1,195,768	\$ 1,195,768	
Wiseburn Unified	Los Angeles	Wiseburn High	50/76869-00-001	10/31/17	\$ 963,069	\$ -	
Los Angeles Unified	Los Angeles	Olive Vista Middle	51/64733-00-002*	11/01/17	\$ 2,419,440	\$ -	
San Marcos Unified	San Diego	Alvin M Dunn Elementary	50/73791-00-017	11/03/17	\$ 433,316	\$ -	
Oxnard Elementary	Ventura	Thurgood Marshall Elementary	50/72538-00-014	11/13/17	\$ 4,113,728	\$ -	
Lammersville Joint Unified	San Joaquin	Mountain House High	50/76760-00-008	11/29/17	\$ 4,515,588	\$ -	
Millville Elementary	Shasta	Millville Elementary	50/70052-00-002	12/04/17	\$ 387,910	\$ 387,910	
Hollister Elementary	San Benito	Sunnyslope Elementary	50/67470-00-004	12/07/17	\$ 5,060,372	\$ -	
Wasco Union Elementary	Kern	Teresa Burke Elementary	50/63842-00-004	12/11/17	\$ 926,805	\$ -	
Ceres Unified	Stanislaus	Central Valley High	50/71043-00-034	12/14/17	\$ 2,348,896	\$ -	
Beaumont Unified	Riverside	Starlight Elementary	50/66993-00-019	12/19/17	\$ 13,448,499	\$ -	
Kerman Unified	Fresno	Kerman High	50/73999-00-009	12/19/17	\$ 8,430,953	\$ -	
Santa Maria Joint Union High	Santa Barbara	Ernest Righetti High	50/69310-00-007	12/21/17	\$ 16,425,817	\$ -	
Irvine Unified	Orange	Stone Creek Elementary	50/73650-00-034	12/26/17	\$ 681,602	\$ -	
Fremont Unified	Alameda	American High	50/61176-00-012	01/02/18	\$ 8,941,241	\$ -	

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Merced City Elementary	Merced	Franklin Elementary	50/65771-00-023	01/04/18	\$ 1,254,719	\$ -	
Butteville Union Elementary	Siskiyou	Butteville Elementary	50/70201-00-002	01/08/18	\$ 794,536	\$ -	
Menifee Union Elementary	Riverside	Elementary #14	50/67116-00-015	01/10/18	\$ 13,764,919	\$ -	
Rio Elementary	Ventura	Rio Steam K-8	50/72561-00-006	01/12/18	\$ 12,743,164	\$ -	
Redondo Beach Unified	Los Angeles	Redondo Union High	50/75341-00-001	01/16/18	\$ 2,646,278	\$ -	
San Ramon Valley Unified	Contra Costa	Stone Valley Middle	50/61804-00-042	01/17/18	\$ 2,259,928	\$ -	
Monson-Sultana Joint Union Elementary	Tulare	Monson-Sultana Elementary	50/72009-00-002	01/22/18	\$ 189,699	\$ 189,699	
Escondido Union	San Diego	Central Elementary	50/68098-00-009	01/23/18	\$ 3,704,661	\$ -	
Fairfield-Suisun Unified	Solano	Public Safety Academy	50/70540-00-027	01/25/18	\$ 4,803,198	\$ -	
Irvine Unified	Orange	Creekside High	50/73650-00-035	01/25/18	\$ 1,579,717	\$ -	
Irvine Unified	Orange	Sierra Vista Middle	50/73650-00-036	01/25/18	\$ 1,572,100	\$ -	
Irvine Unified	Orange	South Lake Middle	50/73650-00-037	01/25/18	\$ 870,227	\$ -	
Southern Kern Unified	Kern	Hamilton Elementary	50/63776-00-002	02/13/18	\$ 11,736,558	\$ 11,736,558	
West Park Elementary	Fresno	West Park Elementary	50/62539-00-001	02/15/18	\$ 528,065	\$ 528,065	
Beaumont Unified	Riverside	Beaumont Senior High	50/66993-00-020	02/20/18	\$ 965,901	\$ -	
Carpinteria Unified	Santa Barbara	Carpinteria Family	50/69146-00-002	02/27/18	\$ 1,382,615	\$ -	
Carpinteria Unified	Santa Barbara	Canalino Elementary	50/69146-00-003	02/27/18	\$ 1,252,982	\$ -	
Irvine Unified	Orange	Eastshore Elementary	50/73650-00-038	03/02/18	\$ 835,854	\$ -	
Irvine Unified	Orange	Venado Middle	50/73650-00-039	03/02/18	\$ 2,231,969	\$ -	
Corona-Norco Unified	Riverside	John Adams Elementary	50/67033-00-041	03/06/18	\$ 3,086,390	\$ -	
Roseville Joint Union High	Placer	New High School #6	50/66928-00-008	03/12/18	\$ 26,629,500	\$ -	
Tulare City	Tulare	Alpine Vista Elementary	50/72231-00-005	03/13/18	\$ 3,969,972	\$ -	
Gerber Union Elementary	Tehama	Gerber Elementary	50/71548-00-001	03/15/18	\$ 468,016	\$ 468,016	
Newman-Crows Landing Unified	Stanislaus	Hurd Barrington Elementary	50/73601-00-005	03/16/18	\$ 578,350	\$ -	
Snowline Joint Unified	San Bernardino	New Elementary	50/73957-00-016	03/19/18	\$ 1,850,720	\$ 1,850,720	
Snowline Joint Unified	San Bernardino	New Elementary	50/73957-00-017	03/19/18	\$ 84,062	\$ 84,062	
Snowline Joint Unified	San Bernardino	New Elementary	50/73957-00-018	03/19/18	\$ 84,062	\$ 84,062	
San Jacinto Unified	Riverside	New Middle School	50/67249-00-017	03/21/18	\$ 25,322,444	\$ -	
Irvine Unified	Orange	Loma Ridge Elementary	50/73650-00-040	03/21/18	\$ 33,872,655	\$ -	
Livingston Union	Merced	Campus Park Elementary	50/65748-00-003	03/28/18	\$ 2,247,743	\$ -	
Livingston Union	Merced	Selma Herndon Elementary	50/65748-00-004	03/28/18	\$ 1,101,192	\$ -	
Livingston Union	Merced	Yamato Colony Elementary	50/65748-00-005	03/28/18	\$ 774,268	\$ -	
Victor Elementary	San Bernardino	Elementary School #20	50/67918-00-011	03/30/18	\$ 10,935,579	\$ -	
Madera Unified	Madera	Matilda Torres High	50/65243-00-011	04/03/18	\$ 36,161,659	\$ -	
San Jose Unified	Santa Clara	San Jose High	50/69666-00-001	04/06/18	\$ 471,583	\$ -	
Corona-Norco Unified	Riverside	Lincoln Alternative Elementary	50/67033-00-042	04/10/18	\$ 1,641,187	\$ -	
Irvine Unified	Orange	Rancho San Joaquin Middle	50/73650-00-041	04/11/18	\$ 1,108,967	\$ -	
Coalinga-Huron Unified	Fresno	Huron Elementary	50/62125-00-005	04/13/18	\$ 3,166,987	\$ -	
Coalinga-Huron Unified	Fresno	Henry F Bishop Elementary	50/62125-00-006	04/13/18	\$ 2,601,786	\$ -	
Coalinga-Huron Unified	Fresno	Nell Dawson Elementary	50/62125-00-007	04/13/18	\$ 3,397,140	\$ -	
Coalinga-Huron Unified	Fresno	Huron Middle	50/62125-00-008	04/13/18	\$ 3,304,410	\$ -	
Klamath-Trinity Joint Unified	Humboldt	Hoopa Valley High	51/62901-00-015	04/16/18	\$ 5,271,495	\$ -	
Santa Maria Joint Union High	Santa Barbara	Ag Ed & Career Tech Center	50/69310-00-008	04/17/18	\$ 4,547,024	\$ -	
San Marcos Unified	San Diego	San Marcos Middle	50/73791-00-018	04/17/18	\$ 9,500,378	\$ -	
Clay Joint Elementary	Fresno	Clay Elementary	50/62109-00-003	04/19/18	\$ 1,422,476	\$ 1,422,476	

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District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)	Financial Hardship (b)	Notification Occurred**
Buckeye Union Elementary	El Dorado	Charter Montessori Valley View Campus	50/61838-00-008	04/23/18	\$ 2,289,961	\$ -	
Oxnard	Ventura	Elm Street Elementary	50/72538-00-015	04/30/18	\$ 8,595,811	\$ -	
Oakley Union Elementary	Contra Costa	Summer Lake Elementary	50/61762-00-011	05/03/18	\$ 11,345,343	\$ 11,345,343	
Centinela Valley Union High	Los Angeles	Lawndale High	50/64352-00-006	05/04/18	\$ 5,840,880	\$ -	
Sutter Union High	Sutter	Sutter High	50/71449-00-003	05/08/18	\$ 6,127,663	\$ 6,127,663	
Sanger Unified	Fresno	Sanger Educational Complex	50/62414-00-022	05/11/18	\$ 24,284,563	\$ -	
Oakland Unified	Alameda	Aspire ERES Academy	54/61259-13-002	05/15/18	\$ 15,936,612	\$ -	
Wasco Union Elementary	Kern	Palm Avenue Elementary	50/63842-00-005	05/21/18	\$ 1,363,433	\$ 1,363,433	
Visalia Unified	Tulare	Denton Elementary	50/72256-00-031	05/21/18	\$ 9,966,124	\$ -	
Jurupa Unified	Riverside	Glen Avon Elementary	50/67090-00-015	05/22/18	\$ 914,157	\$ -	
San Diego Union High	San Diego	Pacific Trails Middle	50/68346-00-005	05/29/18	\$ 6,239,976	\$ -	
Bakersfield City	Kern	Noble Elementary	50/63321-00-034	05/31/18	\$ 1,584,750	\$ -	
Konocti Unified	Lake	Lower Lake High	50/64022-00-001	05/31/18	\$ 478,657	\$ -	
Kern High	Kern	Independence High	50/63529-00-010	06/05/18	\$ 9,406,276	\$ -	
Caruthers Unified	Fresno	Caruthers Elementary	50/75598-00-001	06/05/18	\$ 1,702,182	\$ -	
Lucia Mar Unified	San Luis Obispo	Grover Beach Elementary	50/68759-00-007	06/06/18	\$ 3,096,406	\$ -	
Brea-Olinda Unified	Orange	Olinda Elementary	50/66449-00-002	06/08/18	\$ 867,837	\$ -	
Woodland Joint Unified	Yolo	Spring Lake Elementary	50/72710-00-006	06/08/18	\$ 4,633,025	\$ -	
Corona-Norco Unified	Riverside	Norco Elementary	50/67033-00-043	06/12/18	\$ 1,937,594	\$ -	
Riverdale Joint Unified	Fresno	Riverdale Elementary	50/75408-00-002	06/14/18	\$ 1,719,374	\$ -	
Fairfield-Suisun Unified	Solano	Grange Middle	50/70540-00-028	06/18/18	\$ 2,732,268	\$ -	
Walnut Valley Unified	Los Angeles	Quail Summit Elementary	50/73460-00-010	06/20/18	\$ 324,226	\$ -	
Lemoore Union High	Kings	Lemoore High	50/63982-00-002	06/22/18	\$ 1,221,650	\$ -	
Tulare Joint Union High	Tulare	Tulare Western High	50/72249-00-003	06/22/18	\$ 602,300	\$ -	
San Marcos Unified	San Diego	La Costa Meadows Elementary	50/73791-00-019	06/25/18	\$ 1,622,639	\$ -	
San Marcos Unified	San Diego	La Costa Meadows Elementary	50/73791-00-020	06/25/18	\$ 981,918	\$ -	
Dinuba Unified	Tulare	New High	50/75531-00-006	06/27/18	\$ 48,607,132	\$ 48,607,132	
Bakersfield City	Kern	Leo G Pauly Elementary	50/63321-00-035	06/28/18	\$ 1,464,460	\$ -	
Bakersfield City	Kern	Leo G Pauly Elementary	50/63321-00-036	06/28/18	\$ 1,692,826	\$ -	
Western Placer Unified	Placer	Glen Edwards Middle	50/66951-00-010	06/29/18	\$ 4,168,288	\$ -	
Fowler Unified	Fresno	Fowler High	50/62158-00-002	07/05/18	\$ 1,662,406	\$ -	
Guadalupe Union Elementary	Santa Barbara	Kermit McKenzie Junior High	50/69203-00-002	07/06/18	\$ 1,692,026	\$ -	
Irvine Unified	Orange	Cypress Village Elementary	50/73650-00-042	07/06/18	\$ 1,394,110	\$ -	
Irvine Unified	Orange	Woodbridge High	50/73650-00-043	07/06/18	\$ 3,041,419	\$ -	
Bakersfield City	Kern	Hort Elementary	50/63321-00-037	07/10/18	\$ 2,574,301	\$ -	
Bakersfield City	Kern	Bessie E Owens Intermediate	50/63321-00-038	07/12/18	\$ 1,416,427	\$ -	
Bakersfield City	Kern	Evergreen Elementary	50/63321-00-039	07/13/18	\$ 1,381,396	\$ -	
Merced City Elementary	Merced	Rudolph Rivera Elementary	50/65771-00-024	07/13/18	\$ 744,286	\$ -	
Tracy Joint Unified	San Joaquin	Millenium Charter	54/75499-00-003	07/13/18	\$ 2,790,007	\$ -	
Tracy Joint Unified	San Joaquin	Millenium Charter	54/75499-00-004	07/13/18	\$ 2,825,090	\$ -	
Imperial County Office of Education	Imperial	De Anza 9th Grade Academy	50/10132-00-001	07/16/18	\$ 936,086	\$ 936,086	
Imperial County Office of Education	Imperial	La Paloma Elementary	50/10132-01-005	07/16/18	\$ 117,011	\$ 117,011	
Imperial County Office of Education	Imperial	Cross Elementary	50/10132-02-002	07/16/18	\$ 234,022	\$ 234,022	
Imperial County Office of Education	Imperial	Calexico High	50/10132-03-006	07/16/18	\$ 234,022	\$ 234,022	
Imperial County Office of Education	Imperial	La Victoria Elementary	50/10132-03-007	07/16/18	\$ 351,032	\$ 351,032	

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District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)	Financial Hardship (b)	Notification Occurred**
Imperial County Office of Education	Imperial	De Anza 9th Grade Academy	50/10132-03-008	07/16/18	\$ 351,032	\$ 351,032	
Fairfield-Suisun Unified	Solano	Fairview Elementary	50/70540-00-029	07/16/18	\$ 2,577,077	\$ -	
Liberty Elementary	Tulare	Liberty Elementary	50/71985-00-004	07/16/18	\$ 3,015,213	\$ -	
Gustine Unified	Merced	Gustine High	50/73619-00-006	07/16/18	\$ 2,092,598	\$ 2,092,598	
Hanford Elementary	Kings	Martin Luther King Jr Elementary	50/63917-00-004	07/19/18	\$ 2,798,162	\$ -	
Sequoia Union High	San Mateo	TIDE Academy	50/69062-01-009	07/19/18	\$ 17,996,168	\$ -	
Oxnard	Ventura	Emilie Ritchen Elementary	50/72538-00-016	07/19/18	\$ 808,227	\$ -	
Oxnard	Ventura	Norman R Brekke Elementary	50/72538-00-017	07/19/18	\$ 645,848	\$ -	
Oxnard	Ventura	Christa McAuliffe Elementary	50/72538-00-018	07/19/18	\$ 863,865	\$ -	
Lucia Mar Unified	San Luis Obispo	Oceano Elementary	50/68759-00-008	07/25/18	\$ 3,960,355	\$ -	
Gustine Unified	Merced	Romero Elementary	50/73619-00-007	07/26/18	\$ 1,420,047	\$ 1,420,047	
Ripon Unified	San Joaquin	Colony Oak Elementary	50/68650-00-007	07/27/18	\$ 8,081,016	\$ -	
Oxnard	Ventura	Lemonwood Elementary	50/72538-00-019	07/27/18	\$ 1,937,447	\$ -	
Oxnard	Ventura	Elm Street Elementary	50/72538-00-020	07/27/18	\$ 832,824	\$ -	
Oxnard	Ventura	Thurgood Marshall Elementary	50/72538-00-021	07/27/18	\$ 957,376	\$ -	
Oxnard	Ventura	McKinna Elementary	50/72538-00-022	07/27/18	\$ 10,247,550	\$ -	
Oxnard	Ventura	McKinna Elementary	50/72538-00-023	07/27/18	\$ 960,061	\$ -	
Kern High	Kern	Frontier High	50/63529-00-011	07/30/18	\$ 4,390,293	\$ -	
Oxnard	Ventura	Ramona Elementary	50/72538-00-024	07/30/18	\$ 660,882	\$ -	
Irvine Unified	Orange	Springbrook Elementary	50/73650-00-044	07/30/18	\$ 1,626,156	\$ -	
					\$ 2,292,306,445	\$ 188,057,401	
					\$	2,480,363,845	

NEW CONSTRUCTION FUNDING SUB-TOTALS	\$ 2,263,063,801	\$ 188,057,401
NEW CONSTRUCTION FACILITY HARDSHIP - NON SEISMIC	\$ 5,271,495	\$ -
NEW CONSTRUCTION FUNDING TOTAL	\$	2,456,392,697
NEW CONSTRUCTION FACILITY HARDSHIP - SEISMIC	\$ 2,419,440	\$ -
CHARTER SCHOOLS	\$ 21,551,709	\$ -

(a) Represents estimated state share of project including excessive cost grants. Amounts shown have not been reviewed by OPSC for compliance with all School Facility Program

(b) Represents estimated financial hardship. Amounts shown have not been reviewed by OPSC for compliance with all School Facility Program requirements.

*Facility Hardship project requesting Seismic Mitigation Program funding.

** School districts have been notified that the Office of Public School Construction will begin processing the district's application in the near future.

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 Modernization School Facilities Program
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District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)	Financial Hardship (b)	Notification Occurred**
Long Beach Unified	Los Angeles	Roosevelt Elementary	57/64725-00-016	07/30/13	\$ 3,230,102	\$ -	10/2/2017
Rowland Unified	Los Angeles	Le Seda Elementary	57/73452-00-033	03/18/14	\$ 283,705	\$ -	1/16/2018
Mendota Unified	Fresno	Washington Elementary	57/75127-00-005	06/13/14	\$ 2,266,934	\$ -	1/16/2018
Mendota Unified	Fresno	McCabe Elementary	57/75127-00-006	06/13/14	\$ 1,306,937	\$ -	1/16/2018
San Francisco Unified	San Francisco	George Peabody Elementary	57/68478-00-045	06/17/14	\$ 1,656,790	\$ -	1/16/2018
San Francisco Unified	San Francisco	Sunnyside Elementary	57/68478-00-046	06/19/14	\$ 2,723,245	\$ -	1/16/2018
Porterville Unified	Tulare	Los Robles Elementary	57/75523-00-013	06/23/14	\$ 2,025,659	\$ -	1/16/2018
Norris	Kern	Norris Middle	57/63693-00-001	07/11/14	\$ 4,228,455	\$ -	1/16/2018
Atascadero Unified	San Luis Obispo	Carrisa Plains Elementary	57/68700-00-003	07/18/14	\$ 379,512	\$ -	1/16/2018
Lindsay Unified	Tulare	Lincoln Elementary	57/71993-00-006	07/18/14	\$ 2,056,450	\$ -	1/16/2018
Lindsay Unified	Tulare	Jefferson Elementary	57/71993-00-007	07/18/14	\$ 2,055,601	\$ -	1/16/2018
Lindsay Unified	Tulare	Washington Elementary	57/71993-00-008	07/18/14	\$ 1,619,275	\$ -	1/16/2018
San Francisco Unified	San Francisco	Jose Ortega Elementary	57/68478-00-047	07/21/14	\$ 3,333,683	\$ -	1/16/2018
San Francisco Unified	San Francisco	Cesar Chavez Elementary	57/68478-00-048	07/21/14	\$ 3,140,385	\$ -	1/16/2018
Kings Canyon Joint Unified	Fresno	Dunlap Elementary	57/62265-00-024	08/05/14	\$ 671,178	\$ -	2/1/2018
Clovis Unified	Fresno	Dry Creek Elementary	57/62117-00-039	08/07/14	\$ 2,151,659	\$ -	2/1/2018
Clovis Unified	Fresno	Tarpey Elementary	57/62117-00-040	08/07/14	\$ 1,376,234	\$ -	2/1/2018
Porterville Unified	Tulare	Roche Elementary	57/75523-00-014	08/08/14	\$ 250,000	\$ -	2/1/2018
Rosemead Elementary	Los Angeles	Jason (Mildred B.) Elementary	57/64931-00-006	08/12/14	\$ 209,724	\$ -	2/1/2018
Rosemead Elementary	Los Angeles	Shuey (Emma W.) Elementary	57/64931-00-007	08/12/14	\$ 50,540	\$ -	2/1/2018
Rosemead Elementary	Los Angeles	Encinita Elementary	57/64931-00-008	08/12/14	\$ 43,950	\$ -	2/1/2018
Rosemead Elementary	Los Angeles	Savannah Elementary	57/64931-00-009	08/12/14	\$ 194,009	\$ -	2/1/2018
San Francisco Unified	San Francisco	Yick Wo Elementary	57/68478-00-049	08/12/14	\$ 1,805,315	\$ -	2/1/2018
Santa Barbara Unified	Santa Barbara	Adams Elementary	57/76786-00-006	08/13/14	\$ 412,940	\$ -	2/1/2018
Fortuna Union High	Humbolt	East High (Continuation)	57/62810-00-004	08/20/14	\$ 1,096,257	\$ -	2/1/2018
Templeton Unified	San Luis Obispo	Templeton Middle	57/68841-00-003	08/20/14	\$ 933,886	\$ -	2/1/2018
Clovis Unified	Fresno	Clark Intermediate	57/62117-00-041	09/05/14	\$ 5,116,157	\$ -	3/1/2018
Ross Valley	Marin	White Hill Middle	57/75002-00-007	09/05/14	\$ 1,498,203	\$ -	3/1/2018
Clovis Unified	Fresno	Clovis West High	57/62117-00-042	09/16/14	\$ 570,700	\$ -	3/1/2018
Clovis Unified	Fresno	Miramonte Elementary	57/62117-00-043	09/16/14	\$ 877,053	\$ -	3/1/2018
Morongo Unified	San Bernardino	Yucca Valley High	57/67777-00-008	09/16/14	\$ 6,057,185	\$ -	3/1/2018
Colton Joint Unified	San Bernardino	Zimmerman Elementary	57/67686-00-018	09/17/14	\$ 3,234,125	\$ -	3/1/2018
Lindsay Unified	Tulare	Reagan Elementary	57/71993-00-009	09/19/14	\$ 1,454,111	\$ -	3/1/2018
Clovis Unified	Fresno	Sierra Vista Elementary	57/62117-00-044	09/23/14	\$ 1,847,044	\$ -	3/1/2018
Colton Joint Unified	San Bernardino	Terrace View Elementary	57/67686-00-020	09/25/14	\$ 2,645,164	\$ -	3/1/2018
Colton Joint Unified	San Bernardino	Ruth O. Harris Middle	57/67686-00-021	10/03/14	\$ 1,539,089	\$ -	3/1/2018
Clovis Unified	Fresno	Temperance-Kutner Elementary	57/62117-00-045	10/06/14	\$ 2,173,770	\$ -	3/1/2018
Santa Barbara Unified	Santa Barbara	Washington Elementary	57/76786-00-007	10/08/14	\$ 706,647	\$ -	3/1/2018
San Francisco Unified	San Francisco	Burton (Philip A.) High	57/68478-00-050	10/10/14	\$ 18,035,466	\$ -	3/1/2018
San Francisco Unified	San Francisco	James Lick Middle	57/68478-00-051	10/22/14	\$ 4,692,723	\$ -	3/1/2018
Solano County Office of Education	Solano	Jones (K. I.) Elementary	57/10488-00-024	10/23/14	\$ 320,707	\$ 213,805	3/1/2018
Solano County Office of Education	Solano	Golden West Middle	57/10488-00-030	10/23/14	\$ 131,635	\$ 87,757	3/1/2018
Ripon Unified	San Joaquin	Weston Elementary	57/68650-00-003	10/23/14	\$ 449,184	\$ -	3/1/2018
Simi Valley Unified	Ventura	White Oak Elementary	57/72603-00-033	10/29/14	\$ 2,586,682	\$ -	3/1/2018
Oxnard Elementary	Ventura	McAuliffe Elementary	57/72538-00-025	11/13/14	\$ 109,034	\$ -	

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District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)	Financial Hardship (b)	Notification Occurred**
Oxnard Elementary	Ventura	Fremont Middle	57/72538-00-026	11/13/14	\$ 996,423	\$ -	
Newport-Mesa Unified	Orange	Corona Del Mar High	57/66597-00-035	11/19/14	\$ 262,502	\$ -	
Visalia Unified	Tulare	Redwood High	57/72256-00-021	12/03/14	\$ 740,767	\$ -	
Mill Valley Elementary	Marin	Tamalpais Valley Elementary	57/65391-00-009	12/05/14	\$ 1,526,092	\$ 1,017,395	
Clovis Unified	Fresno	Gettysburg Elementary	57/62117-00-046	12/23/14	\$ 2,919,696	\$ -	
San Francisco Unified	San Francisco	Academy of Arts and Sciences	57/68478-00-052	12/23/14	\$ 2,201,851	\$ -	
San Francisco Unified	San Francisco	Ruth Asawa School of the Arts	57/68478-00-053	12/23/14	\$ 4,203,843	\$ -	
Manzanita Elementary	Butte	Manzanita Elementary	57/61499-00-001	12/30/14	\$ 1,621,561	\$ 1,081,040	
Biggs Unified	Butte	Biggs Elementary	57/61408-00-001	02/03/15	\$ 1,721,583	\$ 1,147,722	
Biggs Unified	Butte	Biggs High	57/61408-00-002	02/03/15	\$ 1,774,111	\$ 1,182,741	
Biggs Unified	Butte	Biggs Middle	57/61408-00-003	02/03/15	\$ 743,277	\$ 495,518	
Biggs Unified	Butte	Richvale Elementary	57/61408-00-004	02/03/15	\$ 240,992	\$ 160,661	
Long Beach Unified	Los Angeles	David Starr Jordan High	57/64725-00-019	02/05/15	\$ 6,360,830	\$ -	
Anaheim Elementary	Orange	Stoddard Elementary	57/66423-00-031	02/17/15	\$ 5,467,457	\$ -	
San Francisco Unified	San Francisco	McKinley Elementary	57/68478-00-054	02/17/15	\$ 2,339,295	\$ -	
Jefferson Elementary	San Joaquin	Jefferson Elementary	57/68544-00-001	03/19/15	\$ 2,626,558	\$ -	
Elk Grove Unified	Sacramento	Dillard Elementary	57/67314-00-019	03/23/15	\$ 1,239,189	\$ -	
Fremont Union High	Santa Clara	Homestead High	57/69468-00-016	03/25/15	\$ 1,428,636	\$ -	
Capay Joint Union Elementary	Glenn	Capay Joint Union Elementary	57/62554-00-002	03/27/15	\$ 1,182,762	\$ 788,508	
Bakersfield City Elementary	Kern	Compton Junior High	57/63321-00-016	04/08/15	\$ 4,936,996	\$ -	
San Francisco Unified	San Francisco	Longfellow Elementary	57/68478-00-055	04/14/15	\$ 4,302,941	\$ -	
San Francisco Unified	San Francisco	Daniel Webster Elementary	57/68478-00-056	05/04/15	\$ 2,748,832	\$ -	
Temple City Unified	Los Angeles	Cloverly Elementary	57/65052-00-009	05/14/15	\$ 1,740,259	\$ -	
Burrel Union Elementary	Fresno	Burrel Elementary	57/62042-00-001	05/22/15	\$ 89,849	\$ 59,900	
Sanger Unified	Fresno	Lincoln Elementary	57/62414-00-014	05/28/15	\$ 1,019,000	\$ -	
San Francisco Unified	San Francisco	Paul Revere Elementary	57/68478-00-057	05/29/15	\$ 3,564,537	\$ -	
Palm Springs Unified	Riverside	Wenzlaff (Edward) Elementary	57/67173-00-009	06/11/15	\$ 3,673,025	\$ -	
Clovis Unified	Fresno	Weldon Elementary	57/62117-00-047	06/19/15	\$ 2,811,611	\$ -	
Dinuba Unified	Tulare	Lincoln Elementary	57/75531-00-010	06/22/15	\$ 126,840	\$ 84,560	
Dinuba Unified	Tulare	Roosevelt Elementary	57/75531-00-011	06/22/15	\$ 76,104	\$ 50,736	
Brawley Elementary	Imperial	Hidalgo Elementary	57/63073-00-002	06/25/15	\$ 931,658	\$ -	
Temple City Unified	Los Angeles	La Rosa Elementary	57/65052-00-010	06/26/15	\$ 1,832,671	\$ -	
Culver City Unified	Los Angeles	Farragut Elementary	57/64444-00-011	07/27/15	\$ 614,317	\$ -	
Solano County Office of Education	Solano	Armijo High	57/10488-00-020	08/03/15	\$ 298,050	\$ 198,700	
Solano County Office of Education	Solano	Grange Middle	57/10488-00-028	08/03/15	\$ 134,334	\$ 89,556	
Twin Rivers Unified	Sacramento	Del Paso Heights Elementary	57/76505-00-041	08/06/15	\$ 288,086	\$ -	
Clovis Unified	Fresno	Kastner Intermediate	57/62117-00-048	08/07/15	\$ 1,159,067	\$ -	
Culver City Unified	Los Angeles	Culver City Middle	57/64444-00-012	08/11/15	\$ 200,887	\$ -	
Pomona Unified	Los Angeles	Lexington Elementary	57/64907-00-026	09/02/15	\$ 1,366,745	\$ -	
Pomona Unified	Los Angeles	Philadelphia Elementary	57/64907-00-027	09/02/15	\$ 1,334,580	\$ -	
Newport-Mesa Unified	Orange	Newport Harbor High	57/66597-00-036	09/22/15	\$ 1,216,878	\$ -	
Taft City Elementary	Kern	Jefferson Elementary	57/63800-00-005	09/28/15	\$ 1,033,800	\$ -	
Taft City Elementary	Kern	Conley Elementary	57/63800-00-006	09/30/15	\$ 751,266	\$ -	
Grossmont Union High	San Diego	Monte Vista High	57/68130-00-022	10/01/15	\$ 317,017	\$ -	
Alta Vista Elementary	Tulare	Alta Vista Elementary	57/71811-00-003	10/02/15	\$ 168,601	\$ 112,400	

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Sanger Unified	Fresno	Madison Elementary	57/62414-00-015	10/05/15	\$ 1,757,634	\$ -	
Ventura County Office of Education	Ventura	Gateway Community	57/10561-00-005	10/09/15	\$ 86,069	\$ 57,379	
Ventura County Office of Education	Ventura	Dean Triggs	57/10561-00-006	10/09/15	\$ 30,318	\$ 20,212	
Culver City Unified	Los Angeles	Culver City High	57/64444-00-013	10/19/15	\$ 486,107	\$ -	
Newman Crows Landing Unified	Stanislaus	Bonita Elementary	57/73601-00-003	10/23/15	\$ 458,633	\$ -	
Saddleback Valley Unified	Orange	La Tierra Elementary	57/73635-00-035	10/26/15	\$ 1,735,471	\$ -	
Chico Unified	Butte	Bidwell Junior High	57/61424-00-005	10/30/15	\$ 593,784	\$ -	
San Juan Unified	Sacramento	Winston Churchill Middle	57/67447-00-059	10/30/15	\$ 1,039,484	\$ -	
Central Elementary	San Bernardino	Valle Vista Elementary	57/67645-00-005	11/03/15	\$ 2,476,386	\$ -	
Pomona Unified	Los Angeles	Ganesha Senior High	57/64907-00-028	11/23/15	\$ 2,389,047	\$ -	
Santa Barbara Unified	Santa Barbara	Goleta Valley Junior High	57/76786-00-008	11/30/15	\$ 284,177	\$ -	
Oak Valley Union Elementary	Tulare	Oak Valley Elementary	57/72017-00-003	12/01/15	\$ 142,695	\$ 95,130	
Placentia-Yorba Linda Unified	Orange	Valencia High	57/66647-00-037	12/07/15	\$ 2,322,798	\$ -	
Tipton Elementary	Tulare	Tipton Elementary	57/72215-00-002	01/05/16	\$ 202,310	\$ 134,873	
Antioch Unified	Contra Costa	Antioch High	57/61648-00-012	01/22/16	\$ 1,076,782	\$ -	
San Ramon Unified	Contra Costa	Armstrong Elementary	57/61804-00-023	01/29/16	\$ 798,221	\$ -	
Grossmont Union High	San Diego	Mt. Miguel High	57/68130-00-023	02/10/16	\$ 787,613	\$ -	
Grossmont Union High	San Diego	Grossmont High	57/68130-00-024	02/11/16	\$ 10,715,765	\$ -	
Happy Valley Elementary	Santa Cruz	Happy Valley Elementary	57/69757-00-001	02/24/16	\$ 112,108	\$ 74,739	
Sanger Unified	Fresno	John Wash Elementary	57/62414-00-016	02/25/16	\$ 557,282	\$ -	
Reef-Sunset Unified	Kings	Avenal Elementary	57/73932-00-005	02/26/16	\$ 328,290	\$ 218,860	
Reef-Sunset Unified	Kings	Avenal High	57/73932-00-006	02/26/16	\$ 108,987	\$ 72,658	
Reef-Sunset Unified	Kings	Kettleman City Elementary	57/73932-00-007	02/26/16	\$ 127,423	\$ 84,949	
Reef-Sunset Unified	Kings	Reef Sunset Middle	57/73932-00-008	02/26/16	\$ 216,775	\$ 144,517	
Reef-Sunset Unified	Kings	Sunrise High	57/73932-00-009	02/26/16	\$ 25,469	\$ 16,980	
Culver City Unified	Los Angeles	La Ballona Elementary	57/64444-00-014	03/07/16	\$ 468,989	\$ -	
Azusa Unified	Los Angeles	Sierra Continuation High	57/64279-00-014	03/17/16	\$ 47,444	\$ -	
San Francisco Unified	San Francisco	Frank McCoppin Elementary	57/68478-63-004	04/04/16	\$ 1,793,422	\$ -	
Clay Joint Elementary	Fresno	Clay Elementary	57/62109-00-002	04/11/16	\$ 71,482	\$ 47,655	
San Francisco Unified	San Francisco	Chin (John Yehall) Elementary	57/68478-79-003	04/13/16	\$ 1,672,436	\$ -	
Downey Unified	Los Angeles	Warren High	57/64451-00-026	04/14/16	\$ 8,133,313	\$ -	
Perris Elementary	Riverside	Innovative Horizons Charter (Nan Saunders)	57/67199-00-002	04/20/16	\$ 1,197,581	\$ -	
Southern Trinity Joint Unified	Trinity	Van Duzen Elementary	57/73833-00-003	04/27/16	\$ 334,253	\$ -	
Newhall Elementary	Los Angeles	Newhall Elementary	57/64832-00-004	04/29/16	\$ 1,892,817	\$ -	
Sequoia Union High	San Mateo	Sequoia High	57/69062-00-036	05/09/16	\$ 909,374	\$ -	
Downey Unified	Los Angeles	Warren High	57/64451-00-027	05/11/16	\$ 1,063,285	\$ -	
West Contra Costa Unified	Contra Costa	Pinole Valley High	57/61796-00-051	05/13/16	\$ 16,502,885	\$ -	
Dinuba Unified	Tulare	Lincoln Elementary	57/75531-00-012	05/13/16	\$ 817,533	\$ -	
Pomona Unified	Los Angeles	Garey High	57/64907-00-029	05/24/16	\$ 2,832,407	\$ -	
Tulare City Elementary	Tulare	Roosevelt Elementary	57/72231-00-009	06/15/16	\$ 471,463	\$ -	
Tulare City Elementary	Tulare	Garden Elementary	57/72231-00-010	06/15/16	\$ 630,173	\$ -	
Tulare Joint Union High	Tulare	Tulare Union High	57/72249-00-005	06/15/16	\$ 1,827,766	\$ -	
Pomona Unified	Los Angeles	Lincoln Elementary	57/64907-00-030	06/22/16	\$ 680,501	\$ -	
Temecula Valley Unified	Riverside	Margarita Middle	57/75192-00-005	06/27/16	\$ 3,315,233	\$ -	
Temecula Valley Unified	Riverside	Nicolas Valley Elementary	57/75192-00-006	06/27/16	\$ 2,354,369	\$ -	

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Temecula Valley Unified	Riverside	Temecula Valley High	57/75192-00-007	06/27/16	\$ 12,709,360	\$ -	
Azusa Unified	Los Angeles	Gladstone High	57/64279-00-015	07/05/16	\$ 145,479	\$ -	
Azusa Unified	Los Angeles	Slauson Intermediate	57/64279-00-016	07/05/16	\$ 924,453	\$ -	
Stockton Unified	San Joaquin	Roosevelt Elementary	57/68676-00-036	07/06/16	\$ 3,455,202	\$ -	
Scott Valley Unified	Siskiyou	Scott Valley Junior High	57/76455-00-005	07/08/16	\$ 1,148,215	\$ -	
Stockton Unified	San Joaquin	Victory Elementary	57/68676-00-037	07/12/16	\$ 3,939,628	\$ -	
Scott Valley Unified	Siskiyou	Etna Elementary	57/76455-00-006	07/12/16	\$ 1,724,802	\$ -	
Scott Valley Unified	Siskiyou	Fort Jones Elementary	57/76455-00-007	07/12/16	\$ 1,004,356	\$ -	
Clovis Unified	Fresno	Mickey Cox Elementary	57/62117-00-049	07/18/16	\$ 464,931	\$ -	
Jurupa Unified	Riverside	Jurupa Valley High	57/67090-00-007	07/20/16	\$ 2,971,531	\$ -	
Garden Grove Unified	Orange	Ralston Intermediate	57/66522-00-074	07/21/16	\$ 570,440	\$ -	
William S. Hart Union High	Los Angeles	Canyon High	57/65136-00-009	07/25/16	\$ 1,124,552	\$ -	
Caruthers Unified	Fresno	Caruthers High	57/75598-00-002	07/25/16	\$ 485,646	\$ -	
Clovis Unified	Fresno	Fancher Creek Elementary	57/62117-00-050	07/28/16	\$ 1,911,896	\$ -	
Natomas Unified	Sacramento	Natomas High	57/75283-00-002	07/28/16	\$ 2,600,476	\$ -	
Clovis Unified	Fresno	Cedarwood Elementary	57/62117-00-051	08/02/16	\$ 1,213,249	\$ -	
Temple City Unified	Los Angeles	Temple City High	57/65052-00-011	08/02/16	\$ 12,286,483	\$ -	
Redondo Beach Unified	Los Angeles	Parras Middle	57/75341-00-023	08/02/16	\$ 2,277,716	\$ -	
Redondo Beach Unified	Los Angeles	Adams Middle	57/75341-00-024	08/02/16	\$ 989,484	\$ -	
Redondo Beach Unified	Los Angeles	Alta Vista Elementary	57/75341-00-025	08/02/16	\$ 412,032	\$ -	
San Juan Unified	Sacramento	Bella Vista High	57/67447-00-060	08/05/16	\$ 843,232	\$ -	
Panama-Buena Vista Union	Kern	Sing Lum Elementary	57/63362-00-005	08/15/16	\$ 3,498,119	\$ -	
Jurupa Unified	Riverside	Jurupa Unified	57/67090-00-008	08/18/16	\$ 2,553,407	\$ -	
Clovis Unified	Fresno	Gateway High	57/62117-00-052	08/19/16	\$ 179,130	\$ -	
Downey Unified	Los Angeles	Downey High	57/64451-00-028	08/24/16	\$ 9,094,046	\$ -	
Long Beach Unified	Los Angeles	Polytechnic High	57/64725-00-020	08/25/16	\$ 3,582,592	\$ -	
Laytonville Unified	Mendocino	Laytonville Elementary	57/73916-00-001	08/25/16	\$ 1,412,168	\$ -	
Colton Joint Unified	San Bernardino	Washington Alternative High	57/67686-00-022	08/26/16	\$ 749,615	\$ -	
Azusa Unified	Los Angeles	Center Middle	57/64279-00-017	09/06/16	\$ 1,149,748	\$ -	
Newport-Mesa Unified	Orange	Adams Elementary	57/66597-00-037	09/07/16	\$ 596,195	\$ -	
Newport-Mesa Unified	Orange	Sonora Elementary	57/66597-00-038	09/07/16	\$ 510,780	\$ -	
Newport-Mesa Unified	Orange	Paularino Elementary	57/66597-00-039	09/07/16	\$ 392,692	\$ -	
Desert Sands Unified	Riverside	Hoover (Herbert) Elementary	57/67058-00-018	09/08/16	\$ 374,940	\$ -	
Lincoln Unified	San Joaquin	Lincoln High	57/68569-00-015	09/14/16	\$ 2,007,010	\$ -	
Winters Joint Unified	Yolo	Winters Middle	57/72702-00-006	09/16/16	\$ 698,675	\$ -	
San Dieguito Union High	San Diego	Earl Warren Middle	57/68346-00-006	09/23/16	\$ 3,725,385	\$ -	
Natomas Unified	Sacramento	Leroy Greene Academy	57/75283-00-003	09/23/16	\$ 918,611	\$ -	
Newport-Mesa Unified	Orange	Early College High	57/66597-00-040	09/27/16	\$ 3,051,952	\$ -	
Corcoran Joint Unified	Kings	John C. Fremont Elementary	57/63891-00-009	09/30/16	\$ 2,037,856	\$ -	
Corcoran Joint Unified	Kings	Bret Hart Elementary	57/63891-00-010	09/30/16	\$ 278,912	\$ -	
Anaheim Union High	Orange	Katella High	57/66431-00-015	10/10/16	\$ 6,595,880	\$ -	
Stockton Unified	San Joaquin	Stockton Unified Early College Academy	57/68676-00-038	10/11/16	\$ 5,214,348	\$ -	
Long Beach Unified	Los Angeles	Renaissance High School for the Arts	57/64725-00-021	10/13/16	\$ 7,452,532	\$ -	
Pioneer Union Elementary	Kings	Pioneer Elementary	57/63990-00-003	10/26/16	\$ 1,894,686	\$ -	
Colton Joint Unified	San Bernardino	Colton High	57/67686-00-023	10/26/16	\$ 1,525,061	\$ -	

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Sanger Unified	Fresno	Sanger Academy Charter	57/62414-00-017	10/28/16	\$ 725,853	\$ -	
Manteca Unified	San Joaquin	Golden West Elementary	57/68593-00-011	10/28/16	\$ 1,579,503	\$ -	
Manteca Unified	San Joaquin	Shasta Elementary	57/68593-00-012	10/28/16	\$ 1,532,202	\$ -	
Manteca Unified	San Joaquin	Lathrop Elementary	57/68593-00-013	10/28/16	\$ 3,749,688	\$ -	
Manteca Unified	San Joaquin	Sequoia Elementary	57/68593-00-014	10/28/16	\$ 3,529,162	\$ -	
Manteca Unified	San Joaquin	Lincoln Elementary	57/68593-00-015	10/28/16	\$ 2,754,052	\$ -	
Saddleback Valley Unified	Orange	Trabuco Mesa Elementary	57/73635-00-036	10/28/16	\$ 2,694,648	\$ -	
Saddleback Valley Unified	Orange	Cielo Vista Elementary	57/73635-00-037	10/28/16	\$ 3,555,938	\$ -	
San Ramon Valley Unified	Contra Costa	Walt Disney Elementary	57/61804-00-024	10/31/16	\$ 785,930	\$ -	
Clovis Unified	Fresno	Mountain View Elementary	57/62117-00-053	10/31/16	\$ 1,831,518	\$ -	
Ceres Unified	Stanislaus	Ceres High	57/71043-00-013	10/31/16	\$ 531,318	\$ -	
San Ramon Valley Unified	Contra Costa	Monte Vista High	57/61804-00-025	11/03/16	\$ 985,056	\$ -	
Saugus Union	Los Angeles	James Foster Elementary	57/64998-00-008	11/04/16	\$ 629,801	\$ -	
Saugus Union	Los Angeles	Charles Helmers Elementary	57/64998-00-009	11/04/16	\$ 3,152,965	\$ -	
Garden Grove Unified	Orange	Leo Carrillo Elementary	57/66522-00-075	11/04/16	\$ 494,934	\$ -	
Garden Grove Unified	Orange	Post Elementary	57/66522-00-076	11/04/16	\$ 637,489	\$ -	
Garden Grove Unified	Orange	Sarah McGarvin Intermediate	57/66522-00-077	11/04/16	\$ 287,838	\$ -	
Garden Grove Unified	Orange	Clinton-Mendenhall Elementary	57/66522-00-078	11/04/16	\$ 601,582	\$ -	
Garden Grove Unified	Orange	Edward Russell Elementary	57/66522-00-079	11/04/16	\$ 481,663	\$ -	
Garden Grove Unified	Orange	Garden Grove High	57/66522-00-080	11/04/16	\$ 1,933,679	\$ -	
Garden Grove Unified	Orange	Patton Elementary	57/66522-00-081	11/04/16	\$ 352,124	\$ -	
Garden Grove Unified	Orange	Louis Lake Intermediate	57/66522-00-082	11/04/16	\$ 285,627	\$ -	
Garden Grove Unified	Orange	Leroy L Doig Intermediate	57/66522-00-083	11/04/16	\$ 687,631	\$ -	
Garden Grove Unified	Orange	Dwight D Eisenhower Elementary	57/66522-00-084	11/04/16	\$ 1,061,123	\$ -	
Garden Grove Unified	Orange	Bolsa Grande High	57/66522-00-085	11/04/16	\$ 1,025,169	\$ -	
Sonora Elementary	Tuolumne	Sonora Elementary	57/72371-00-004	11/08/16	\$ 1,360,167	\$ -	
Sonora Elementary	Tuolumne	Sonora Elementary	57/72371-00-003	11/09/16	\$ 2,067,799	\$ -	
Rosemead Elementary	Los Angeles	Janson Elementary	57/64931-00-010	11/16/16	\$ 2,582,808	\$ -	
Rosemead Elementary	Los Angeles	Janson Elementary	57/64931-00-011	11/16/16	\$ 2,586,682	\$ -	
Rosemead Elementary	Los Angeles	Encinita Elementary	57/64931-00-012	11/16/16	\$ 1,556,508	\$ -	
Grossmont Union High	San Diego	Chaparral High	57/68130-00-025	11/17/16	\$ 2,162,636	\$ -	
Santa Paula Unified	Ventura	Renaissance High	57/76828-00-001	11/17/16	\$ 735,739	\$ -	
Azusa Unified	Los Angeles	Paramount Elementary	57/64279-00-018	11/18/16	\$ 2,861,302	\$ -	
Culver City Unified	Los Angeles	El Marino Elementary	57/64444-00-015	11/18/16	\$ 1,354,409	\$ -	
Duarte Unified	Los Angeles	Northview Intermediate	57/64469-00-011	11/22/16	\$ 3,232,275	\$ -	
Alvord Unified	Riverside	Norte Vista Hihh	57/66977-00-015	11/22/16	\$ 2,222,641	\$ -	
Traver Joint Elementary	Tulare	Traver Elementary	57/72223-00-002	11/22/16	\$ 105,143	\$ 70,096	
Saddleback Valley Unified	Orange	Mission Viejo High	57/73635-00-038	11/23/16	\$ 4,096,931	\$ -	
Saddleback Valley Unified	Orange	Trabuco Hills High	57/73635-00-039	11/29/16	\$ 2,199,511	\$ -	
Santa Barbara Unified	Santa Barbara	La Colina Junior High	57/76786-00-009	11/29/16	\$ 964,894	\$ -	
Princeton Joint Unified	Glenn	Princeton Junior-Senior High	57/62646-00-001	12/01/16	\$ 1,050,884	\$ -	
Princeton Joint Unified	Glenn	Princeton Elementary	57/62646-00-002	12/01/16	\$ 344,816	\$ -	
Placer Union High	Placer	Placer High	57/66894-00-010	12/01/16	\$ 3,190,203	\$ -	
Torrance Unified	Los Angeles	Torrance High	57/65060-00-035	12/06/16	\$ 4,209,195	\$ -	
Merced City Elementary	Merced	Hoover Middle	57/65771-00-012	12/07/16	\$ 3,805,712	\$ -	

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Stockton Unified	San Joaquin	Edison Senior High	57/68676-00-039	12/07/16	\$ 16,101,918	\$ -	
Newport-Mesa Unified	Orange	Corona Del Mar High	57/66597-00-041	12/12/16	\$ 5,555,425	\$ -	
Palm Springs Unified	Riverside	Raymond Cree Middle	57/67173-00-010	12/12/16	\$ 588,722	\$ -	
Franklin-McKinley Elementary	Santa Clara	Franklin Elementary	57/69450-00-010	12/14/16	\$ 2,358,216	\$ -	
Placer Union High	Placer	Del Oro High	57/66894-00-011	12/15/16	\$ 2,787,304	\$ -	
Garden Grove Unified	Orange	Marie Hare Continuation High	57/66522-00-086	12/21/16	\$ 894,001	\$ -	
Moreno Valley Unified	Riverside	Edgemont Elementary	57/67124-00-009	12/23/16	\$ 1,059,890	\$ -	
Moreno Valley Unified	Riverside	Moreno Valley High	57/67124-00-010	12/23/16	\$ 1,667,764	\$ -	
Alvord Unified	Riverside	Crista S. McAuliffe Elementary	57/66977-00-016	12/28/16	\$ 840,231	\$ -	
Alvord Unified	Riverside	La Sierra High	57/66977-00-017	12/28/16	\$ 2,715,598	\$ -	
Alvord Unified	Riverside	Foothill Elementary	57/66977-00-018	12/28/16	\$ 1,508,459	\$ -	
Jurupa Unified	Riverside	Peralta Elementary	57/67090-00-009	12/29/16	\$ 690,106	\$ -	
Folsom-Cordova Unified	Sacramento	Sundahl (Carl H.) Elementary	57/67330-21-005	01/06/17	\$ 1,900,623	\$ -	
Woodville Elementary	Tulare	Woodville Elementary	57/72298-00-002	01/06/17	\$ 173,771	\$ 115,847	
Lancaster Elementary	Los Angeles	Joshua Elementary	57/64667-00-008	01/11/17	\$ 1,514,346	\$ -	
Hollister Elementary	San Benito	Cerra Vista Elementary	57/67470-00-001	01/11/17	\$ 1,097,653	\$ -	
Hollister Elementary	San Benito	Calaveras Elementary	57/67470-00-002	01/11/17	\$ 1,120,146	\$ -	
Torrance Unified	Los Angeles	North High	57/65060-00-036	01/12/17	\$ 2,283,123	\$ -	
Corcoran Joint Unified	Kings	John Muir Middle	57/63891-00-011	01/13/17	\$ 2,251,630	\$ -	
Merced City Elementary	Merced	Chenoweth Elementary	57/65771-00-013	01/17/17	\$ 1,341,801	\$ -	
Merced City Elementary	Merced	Chenoweth Elementary	57/65771-00-014	01/17/17	\$ 667,044	\$ -	
Rincon Valley Union Elementary	Sonoma	Binkley Elementary	57/70896-00-009	01/17/17	\$ 1,397,839	\$ -	
Rincon Valley Union Elementary	Sonoma	Madrone Elementary	57/70896-00-010	01/17/17	\$ 592,830	\$ -	
Colton Joint Unified	San Bernardino	Bloomington High	57/67686-00-024	01/18/17	\$ 1,674,492	\$ -	
Pacific Elementary	Santa Cruz	Pacific Elementary	57/69781-00-001	01/20/17	\$ 47,565	\$ 31,710	
Westside Union Elementary	Los Angeles	Cottonwood Elementary	57/65102-00-004	01/24/17	\$ 2,226,796	\$ -	
Gridley Unified	Butte	Sycamore Middle	57/75507-00-001	01/24/17	\$ 669,187	\$ -	
Gridley Unified	Butte	Sycamore Middle	57/75507-00-002	01/24/17	\$ 662,920	\$ -	
Gridley Unified	Butte	Wilson Elementary	57/75507-00-003	01/24/17	\$ 995,603	\$ -	
Gridley Unified	Butte	Wilson Elementary	57/75507-00-004	01/24/17	\$ 892,537	\$ -	
Gridley Unified	Butte	McKinley Elementary	57/75507-00-005	01/24/17	\$ 1,397,840	\$ -	
Pollock Pines Elementary	El Dorado	Pinewood Elementary	57/61960-00-001	01/25/17	\$ 1,147,329	\$ -	
Pollock Pines Elementary	El Dorado	Sierra Ridge Middle	57/61960-00-002	01/25/17	\$ 1,339,531	\$ -	
Atascadero Unified	San Luis Obispo	Santa Rosa Academy	57/68700-00-004	01/25/17	\$ 3,603,262	\$ -	
Arvin Union Elementary	Kern	Haven Drive Middle	57/63313-00-001	01/26/17	\$ 1,572,811	\$ -	
Pixley Union Elementary	Tulare	Pixley Union Elementary	57/72041-00-001	01/26/17	\$ 3,570,061	\$ 2,380,041	
Atascadero Unified	San Luis Obispo	San Gabriel Elementary	57/68700-00-005	02/01/17	\$ 2,680,991	\$ -	
San Carlos Elementary	San Mateo	Tierra Linda Middle	57/69021-00-011	02/01/17	\$ 4,135,922	\$ -	
Jurupa Unified	Riverside	Ina Arbuckle Elementary	57/67090-00-010	02/03/17	\$ 2,565,897	\$ -	
San Juan Unified	Sacramento	Citrus Heights Elementary	57/67447-00-061	02/03/17	\$ 310,415	\$ -	
Corcoran Joint Unified	Kings	Mark Twain Elementary	57/63891-00-012	02/07/17	\$ 2,019,861	\$ -	
Newcastle Elementary	Placer	Newcastle Elementary	57/66852-00-002	02/07/17	\$ 80,508	\$ 53,672	
Grossmont Union High	San Diego	El Capitan High	57/68130-00-026	02/07/17	\$ 242,388	\$ -	
Tahoe-Truckee Joint Unified	Placer	Kings Beach Elementary	57/66944-00-011	02/13/17	\$ 1,044,412	\$ -	
Tahoe-Truckee Joint Unified	Placer	Glenshire Elementary	57/66944-00-013	02/13/17	\$ 1,042,848	\$ -	

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District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)	Financial Hardship (b)	Notification Occurred**
Tracy Unified	San Joaquin	South West Park Elementary	57/75499-00-011	02/14/17	\$ 2,659,552	\$ -	
Azusa Unified	Los Angeles	Center Middle	57/64279-00-019	02/15/17	\$ 3,296,598	\$ -	
Alameda Unified	Alameda	Alameda High	57/61119-01-001	02/23/17	\$ 1,679,127	\$ -	
Banta Elementary	San Joaquin	Banta Elementary	57/68486-00-002	02/23/17	\$ 80,632	\$ 53,755	
Sequoia Union Elementary	Tulare	Sequoia Elementary	57/72116-00-002	02/24/17	\$ 168,807	\$ 112,538	
Jurupa Unified	Riverside	Jurupa Valley High	57/67090-00-011	02/27/17	\$ 1,595,262	\$ -	
San Juan Unified	Sacramento	Bella Vista High	57/67447-00-062	02/27/17	\$ 741,237	\$ -	
Southern Humboldt Joint Unified	Humboldt	South Fork High	57/63040-00-001	03/03/17	\$ 2,114,533	\$ -	
Atascadero Unified	San Luis Obispo	Atascadero Junior High	57/68700-00-006	03/03/17	\$ 5,164,441	\$ -	
Desert Sands Unified	Riverside	La Quinta Middle	57/67058-00-019	03/06/17	\$ 2,566,440	\$ -	
Palm Springs Unified	Riverside	Agua Caliente Elementary	57/67173-00-011	03/07/17	\$ 1,179,108	\$ -	
Sierra Sands Unified	Kern	Burroughs High	57/73742-00-009	03/07/17	\$ 8,093,864	\$ 5,395,909	
San Ramon Valley Unified	Contra Costa	Bollinger Canyon Elementary	57/61804-00-026	03/13/17	\$ 502,912	\$ -	
San Ramon Valley Unified	Contra Costa	Los Cerros Middle	57/61804-00-027	03/13/17	\$ 1,001,109	\$ -	
Sierra Sands Unified	Kern	Murray Middle	57/73742-00-010	03/13/17	\$ 4,810,926	\$ 3,207,284	
Azusa Unified	Los Angeles	Slauson Middle	57/64279-00-020	03/15/17	\$ 4,694,932	\$ -	
San Ramon Valley Unified	Contra Costa	Pine Valley Middle	57/61804-00-028	03/16/17	\$ 858,187	\$ -	
San Ramon Valley Unified	Contra Costa	Tassajara Hills Elementary	57/61804-00-029	03/16/17	\$ 670,550	\$ -	
Dinuba Unified	Tulare	Dinuba High	57/75531-00-013	03/16/17	\$ 840,068	\$ 560,046	
Dinuba Unified	Tulare	Jefferson Elementary	57/75531-00-014	03/16/17	\$ 190,260	\$ 126,840	
Dinuba Unified	Tulare	Lincoln Elementary	57/75531-00-015	03/16/17	\$ 100,240	\$ 66,827	
Torrance Unified	Los Angeles	Calle Mayor Middle School	57/65060-00-037	03/22/17	\$ 1,326,473	\$ -	
Downey Unified	Los Angeles	Stauffer Middle	57/64451-00-029	03/23/17	\$ 7,237,121	\$ -	
Central Elementary	San Bernardino	Dona Merced Elementary	57/67645-00-006	03/28/17	\$ 700,193	\$ -	
Central Elementary	San Bernardino	Bear Gulch Elementary	57/67645-00-007	03/28/17	\$ 826,805	\$ -	
Clovis Unified	Fresno	Red Bank Elementary	57/62117-00-055	04/04/17	\$ 3,090,137	\$ -	
Twin Rivers Unified	Sacramento	Frontier Elementary	57/76505-00-042	04/05/17	\$ 798,413	\$ -	
Twin Rivers Unified	Sacramento	Castori Elementary	57/76505-00-043	04/05/17	\$ 625,660	\$ -	
Twin Rivers Unified	Sacramento	Northwood Elementary	57/76505-00-044	04/05/17	\$ 676,898	\$ -	
Potter Valley Community Unified	Mendocino	Potter Valley High	57/73866-00-001	04/07/17	\$ 1,812,691	\$ -	
Scotts Valley Unified	Santa Cruz	Scotts Valley Middle	57/75432-00-002	04/20/17	\$ 4,228,965	\$ -	
Central Elementary	San Bernardino	Central Elementary	57/67645-00-008	04/24/17	\$ 809,201	\$ -	
Menlo Park City Elementary	San Mateo	Laurel Elementary	57/68965-00-006	04/24/17	\$ 1,812,907	\$ -	
Fullerton Joint Union High	Orange	Sunny Hills High	57/66514-00-016	04/26/17	\$ 2,230,396	\$ -	
San Francisco Unified	San Francisco	Redding Elementary	57/68478-79-004	04/26/17	\$ 1,649,358	\$ -	
San Benito High	San Benito	San Benito High	57/67538-00-002	04/27/17	\$ 1,033,724	\$ -	
San Benito High	San Benito	San Benito High	57/67538-00-003	04/27/17	\$ 3,781,733	\$ -	
San Benito High	San Benito	San Benito High	57/67538-00-004	04/27/17	\$ 797,124	\$ -	
Snowline Joint Unified	San Bernardino	Pinon Hills Elementary	57/73957-00-001	05/01/17	\$ 307,916	\$ 205,278	
Snowline Joint Unified	San Bernardino	Serrano High	57/73957-00-002	05/01/17	\$ 1,802,099	\$ 1,201,400	
Snowline Joint Unified	San Bernardino	Baldy Elementary	57/73957-00-003	05/01/17	\$ 542,518	\$ 361,679	
Snowline Joint Unified	San Bernardino	Chaparral Continuation High	57/73957-00-004	05/01/17	\$ 126,468	\$ 84,312	
Snowline Joint Unified	San Bernardino	Phelan Elementary	57/73957-00-005	05/01/17	\$ 390,288	\$ 260,192	
Snowline Joint Unified	San Bernardino	Quail Valley Middle	57/73957-00-006	05/01/17	\$ 235,451	\$ 156,967	
Snowline Joint Unified	San Bernardino	Wrightwood Elementary	57/73957-00-007	05/01/17	\$ 258,119	\$ 172,080	

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Snowline Joint Unified	San Bernardino	Pinon Mesa Middle	57/73957-00-008	05/01/17	\$ 515,478	\$ 343,652	
Escalon Unified	San Joaquin	Escalon High	57/68502-00-003	05/04/17	\$ 195,585	\$ -	
Taft City Elementary	Kern	Lincoln Junior High	57/63800-00-007	05/09/17	\$ 3,922,144	\$ -	
Konocti Unified	Lake	Lower Lake High	57/64022-00-010	05/09/17	\$ 759,579	\$ -	
Konocti Unified	Lake	Lower Lake Elementary	57/64022-00-011	05/09/17	\$ 702,458	\$ -	
Kern High	Kern	Foothill High	57/63529-00-011	05/17/17	\$ 1,668,200	\$ -	
Pomona Unified	Los Angeles	Fremont Academy	57/64907-00-031	05/23/17	\$ 190,358	\$ -	
San Jacinto Unified	Riverside	De Anza Elementary	57/67249-00-006	05/23/17	\$ 2,730,216	\$ -	
San Jacinto Unified	Riverside	Park Hill	57/67249-00-007	05/23/17	\$ 2,557,969	\$ -	
San Ramon Valley Unified	Contra Costa	Iron Horse Middle	57/61804-00-030	05/26/17	\$ 903,361	\$ -	
Whittier City Elementary	Los Angeles	Dexter Middle	57/65110-00-013	06/02/17	\$ 5,030,095	\$ -	
Los Angeles Unified	Los Angeles	Drew (Charles) Middle	57/64733-00-600	06/06/17	\$ 4,199,849	\$ -	
Los Angeles Unified	Los Angeles	Kittridge Elementary	57/64733-00-601	06/06/17	\$ 1,095,503	\$ -	
Los Angeles Unified	Los Angeles	Hamasaki (Riggin) Elementary	57/64733-00-602	06/06/17	\$ 1,287,581	\$ -	
Los Angeles Unified	Los Angeles	Loyola Village Elementary	57/64733-00-603	06/06/17	\$ 1,649,253	\$ -	
Los Angeles Unified	Los Angeles	Graham Elementary	57/64733-00-610	06/06/17	\$ 3,852,882	\$ -	
Los Angeles Unified	Los Angeles	Tenth Street Elementary	57/64733-00-611	06/06/17	\$ 3,555,182	\$ -	
Los Angeles Unified	Los Angeles	Belmont Senior High	57/64733-11-013	06/06/17	\$ 1,992,944	\$ -	
Los Angeles Unified	Los Angeles	Loreto Street Elementary	57/64733-00-604	06/12/17	\$ 969,228	\$ -	
Los Angeles Unified	Los Angeles	West Vernon Avenue Elementary	57/64733-00-605	06/12/17	\$ 3,129,659	\$ -	
Los Angeles Unified	Los Angeles	Alphonso B Perez Special Education Center	57/64733-00-606	06/12/17	\$ 2,182,080	\$ -	
Los Angeles Unified	Los Angeles	Loren Miller Elementary	57/64733-00-607	06/12/17	\$ 2,062,559	\$ -	
Los Angeles Unified	Los Angeles	Marvin Elementary	57/64733-00-608	06/12/17	\$ 1,761,910	\$ -	
Los Angeles Unified	Los Angeles	Fairfax Senior High	57/64733-00-609	06/12/17	\$ 2,391,709	\$ -	
Cucamonga Elementary	San Bernardino	The Ontario Center	57/67694-00-004	06/15/17	\$ 2,691,763	\$ -	
Ackerman Elementary	Placer	Bowman Elementary	57/66761-00-004	06/16/17	\$ 2,019,694	\$ -	
Ceres Unified	Stanislaus	Ceres High	57/71043-00-014	06/19/17	\$ 1,693,230	\$ -	
Los Angeles Unified	Los Angeles	Burton Street Elementary	57/64733-00-612	06/20/17	\$ 2,776,042	\$ -	
Los Angeles Unified	Los Angeles	State Street Elementary	57/64733-00-613	06/20/17	\$ 2,176,320	\$ -	
Los Angeles Unified	Los Angeles	Sherman Oaks Center for Enriched Studies	57/64733-00-614	06/20/17	\$ 2,125,578	\$ -	
Los Angeles Unified	Los Angeles	Parthenia Street Elementary	57/64733-00-615	06/20/17	\$ 2,387,217	\$ -	
Los Angeles Unified	Los Angeles	James Monroe High	57/64733-00-616	06/20/17	\$ 1,784,276	\$ -	
Los Angeles Unified	Los Angeles	Robert Louis Stevenson Middle	57/64733-05-017	06/20/17	\$ 1,225,590	\$ -	
Los Angeles Unified	Los Angeles	Montague Charter Academy	57/64733-38-023	06/20/17	\$ 1,849,493	\$ -	
Twin Rivers Unified	Sacramento	Foothill High	57/76505-00-045	06/21/17	\$ 215,624	\$ -	
Twin Rivers Unified	Sacramento	Woodlake Elementary	57/76505-00-047	06/21/17	\$ 936,133	\$ -	
Twin Rivers Unified	Sacramento	Orchard Elementary	57/76505-00-048	06/21/17	\$ 677,836	\$ -	
Twin Rivers Unified	Sacramento	D. W. Babcock Elementary	57/76505-02-001	06/21/17	\$ 12,100	\$ -	
Twin Rivers Unified	Sacramento	Hagginwood Elementary	57/76505-02-003	06/21/17	\$ 477,469	\$ -	
Fullerton Joint Union High	Orange	Troy High	57/66514-00-017	06/22/17	\$ 3,425,704	\$ -	
Jurupa Unified	Riverside	Rubidoux High	57/67090-00-012	06/22/17	\$ 4,876,717	\$ -	
San Ramon Valley Unified	Contra Costa	Charlotte Wood Middle	57/61804-00-031	06/29/17	\$ 1,162,640	\$ -	
Los Angeles Unified	Los Angeles	Elizabeth Learning Center	57/64733-00-617	07/06/17	\$ 1,635,587	\$ -	
Los Angeles Unified	Los Angeles	Sylmar Senior High	57/64733-00-618	07/06/17	\$ 3,027,167	\$ -	
Los Angeles Unified	Los Angeles	Griffith Middle	57/64733-00-619	07/06/17	\$ 3,023,576	\$ -	

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Chaffey Joint Union High	San Bernardino	Rancho Cucamonga High	57/67652-00-004	07/12/17	\$ 9,398,565	\$ -	
Gustine Unified	Stanislaus	Gustine High	57/73619-00-005	07/13/17	\$ 1,279,608	\$ -	
Brawley Elementary	Imperial	Barbara Worth Junior High	57/63073-00-003	07/14/17	\$ 1,076,419	\$ -	
Chaffey Joint Union High	San Bernardino	Etiwanda High	57/67652-00-005	07/14/17	\$ 19,425,446	\$ -	
La Habra City Elementary	Orange	Walnut Elementary	57/66563-00-009	07/17/17	\$ 2,669,971	\$ -	
Lincoln Unified	San Joaquin	Claudia Landeen Elementary	57/68569-00-016	07/17/17	\$ 1,012,180	\$ -	
Lincoln Unified	San Joaquin	Lincoln Elementary	57/68569-00-017	07/17/17	\$ 798,973	\$ -	
Los Angeles Unified	Los Angeles	Hoover Street Elementary	57/64733-00-620	07/18/17	\$ 2,493,434	\$ -	
Los Angeles Unified	Los Angeles	Griffin Avenue Elementary	57/64733-00-621	07/18/17	\$ 1,748,486	\$ -	
Los Angeles Unified	Los Angeles	El Sereno Middle	57/64733-34-016	07/18/17	\$ 467,371	\$ -	
Los Angeles Unified	Los Angeles	Reseda High	57/64733-39-008	07/18/17	\$ 1,622,731	\$ -	
Central Union High	Imperial	Southwest High	57/63115-00-003	07/25/17	\$ 2,983,443	\$ -	
Los Angeles Unified	Los Angeles	Kennedy (John F.) High	57/64733-00-622	07/25/17	\$ 1,378,141	\$ -	
Los Angeles Unified	Los Angeles	Hale Charter School Academy	57/64733-00-623	07/25/17	\$ 4,231,576	\$ -	
Los Angeles Unified	Los Angeles	Dana (Richard Henry) Middle	57/64733-20-019	07/25/17	\$ 1,049,442	\$ -	
Larkspur Elementary	Marin	Hall Middle	57/65367-00-006	07/26/17	\$ 855,664	\$ -	
Santa Paula Unified	Ventura	McKevett Elementary	57/76828-00-002	07/26/17	\$ 1,300,289	\$ -	
Torrance Unified	Los Angeles	Bert M. Lynn Middle	57/65060-00-038	07/28/17	\$ 741,833	\$ -	
Torrance Unified	Los Angeles	Edison Elementary	57/65060-00-039	07/28/17	\$ 326,165	\$ -	
Torrance Unified	Los Angeles	Evelyn Carr Elementary	57/65060-00-040	07/28/17	\$ 73,359	\$ -	
Torrance Unified	Los Angeles	Casimir Middle	57/65060-00-041	07/28/17	\$ 274,729	\$ -	
Torrance Unified	Los Angeles	Jefferson Middle	57/65060-00-042	07/28/17	\$ 811,892	\$ -	
Temecula Valley Unified	Riverside	Temecula Elementary	57/75192-00-008	07/28/17	\$ 712,375	\$ -	
Twin Rivers Unified	Sacramento	Noralto Elementary	57/76505-00-050	07/28/17	\$ 912,660	\$ -	
Torrance Unified	Los Angeles	Riviera Elementary	57/65060-00-043	07/31/17	\$ 522,319	\$ -	
Los Angeles Unified	Los Angeles	White Point Elementary	57/64733-00-624	08/01/17	\$ 1,863,739	\$ -	
Placer Union High	Placer	Placer High	57/66894-00-012	08/01/17	\$ 464,452	\$ -	
Torrance Unified	Los Angeles	Towers Elementary	57/65060-00-044	08/02/17	\$ 654,453	\$ -	
Sequoia Union High	San Mateo	Redwood High	57/69062-00-037	08/03/17	\$ 560,989	\$ -	
Los Angeles Unified	Los Angeles	Chatsworth Senior High	57/64733-00-625	08/08/17	\$ 1,777,658	\$ -	
Los Angeles Unified	Los Angeles	Leland Street Elementary	57/64733-00-626	08/08/17	\$ 811,630	\$ -	
Los Angeles Unified	Los Angeles	Van Nuys Elementary	57/64733-00-627	08/08/17	\$ 2,651,877	\$ -	
Los Angeles Unified	Los Angeles	Stagg Street Elementary	57/64733-00-628	08/08/17	\$ 1,593,293	\$ -	
Azusa Unified	Los Angeles	Henry Dalton Elementary	57/64279-00-021	08/11/17	\$ 2,870,170	\$ -	
Porterville Unified	Tulare	Porterville High	57/75523-00-015	08/11/17	\$ 6,176,901	\$ -	
Porterville Unified	Tulare	Monache High	57/75523-00-016	08/11/17	\$ 3,199,635	\$ -	
Larkspur Elementary	Marin	Neil Cummins Elementary	57/65367-00-007	08/14/17	\$ 754,398	\$ -	
Rincon Valley Union Elementary	Sonoma	Village Elementary Charter	57/70896-00-011	08/14/17	\$ 1,634,597	\$ -	
Los Angeles Unified	Los Angeles	Coldwater Canyon Elementary	57/64733-00-629	08/16/17	\$ 2,719,964	\$ -	
Los Angeles Unified	Los Angeles	San Fernando Senior High	57/64733-73-005	08/16/17	\$ 4,443,145	\$ -	
Escondido Union	San Diego	Quantum Academy	57/68098-00-013	08/16/17	\$ 985,189	\$ -	
Merced River Union Elementary	Merced	Washington Elementary	57/73726-00-001	08/17/17	\$ 112,778	\$ 75,186	
McSwain Union Elementary	Merced	McSwain Elementary	57/65763-00-003	08/18/17	\$ 161,469	\$ 107,646	
Natomas Unified	Sacramento	Natomas Pacific Pathways Prep Middle	57/75283-00-004	08/18/17	\$ 2,479,644	\$ -	
Caruthers Unified	Fresno	Caruthers High	57/75598-00-003	08/21/17	\$ 2,758,739	\$ -	

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Burbank Unified	Los Angeles	Thomas Jefferson Elementary	57/64337-00-018	08/22/17	\$ 138,270	\$ -	
Irvine Unified	Orange	Santiago Hills Elementary	57/73650-00-021	08/23/17	\$ 335,448	\$ -	
Irvine Unified	Orange	College Park Elementary	57/73650-00-022	08/23/17	\$ 470,630	\$ -	
Irvine Unified	Orange	Culverdale Elementary	57/73650-00-023	08/23/17	\$ 597,498	\$ -	
Washington Unified	Fresno	West Fresno Elementary	57/76778-00-004	08/29/17	\$ 688,283	\$ -	
Los Angeles Unified	Los Angeles	Markham (Edwin) Middle	57/64733-00-630	08/30/17	\$ 1,804,655	\$ -	
Los Angeles Unified	Los Angeles	Bell Senior High	57/64733-00-631	08/30/17	\$ 2,084,470	\$ -	
Sacramento City Unified	Sacramento	Kit Carson Middle	57/67439-00-075	08/30/17	\$ 38,707	\$ -	
Rincon Valley Union Elementary	Sonoma	Matanzas Elementary	57/70896-00-012	08/31/17	\$ 666,550	\$ -	
Central Union Elementary	Kings	Akers Elementary	57/63883-00-001	09/01/17	\$ 434,796	\$ 289,864	
Torrance Unified	Los Angeles	West High	57/65060-00-045	09/01/17	\$ 3,338,116	\$ -	
Palo Verde Union Elementary	Tulare	Palo Verde Elementary	57/72033-00-002	09/01/17	\$ 30,247	\$ 20,164	
North Monterey County Unified	Monterey	North Monterey County High	57/73825-00-010	09/07/17	\$ 3,519,183	\$ -	
Sweetwater Union High	San Diego	Sweetwater High	57/68411-00-043	09/08/17	\$ 3,597,141	\$ -	
Sweetwater Union High	San Diego	Hilltop Middle	57/68411-00-044	09/08/17	\$ 1,611,256	\$ -	
Sweetwater Union High	San Diego	Chula Vista Senior High	57/68411-00-045	09/08/17	\$ 3,194,421	\$ -	
Sweetwater Union High	San Diego	Mar Vista Middle	57/68411-00-046	09/08/17	\$ 1,406,447	\$ -	
Sweetwater Union High	San Diego	Mar Vista Senior High	57/68411-00-047	09/08/17	\$ 2,037,649	\$ -	
Sweetwater Union High	San Diego	Castle Park Senior High	57/68411-00-048	09/08/17	\$ 2,157,524	\$ -	
Twin Rivers Unified	Sacramento	Woodridge Elementary	57/76505-00-052	09/08/17	\$ 573,298	\$ -	
Twin Rivers Unified	Sacramento	Grant Union High	57/76505-00-054	09/08/17	\$ 1,915,763	\$ -	
Los Angeles Unified	Los Angeles	Robert Frost Middle	57/64733-00-632	09/13/17	\$ 5,038,547	\$ -	
Los Angeles Unified	Los Angeles	Hart Street Elementary	57/64733-00-633	09/13/17	\$ 676,654	\$ -	
Los Angeles Unified	Los Angeles	Alta Loma Elementary	57/64733-10-003	09/13/17	\$ 820,154	\$ -	
Escondido Union	San Diego	Mission Middle	57/68098-00-014	09/14/17	\$ 3,201,633	\$ -	
Weaver Union	Merced	Weaver Middle	57/65862-00-002	09/15/17	\$ 2,210,240	\$ -	
Los Angeles Unified	Los Angeles	Capistrano Avenue Elementary	57/64733-00-634	09/20/17	\$ 1,204,765	\$ -	
Newport-Mesa Unified	Orange	Roy O. Andersen Elementary	57/66597-00-042	09/20/17	\$ 255,268	\$ -	
Burbank Unified	Los Angeles	Bret Harte Elementary	57/64337-00-019	09/21/17	\$ 138,270	\$ -	
Victor Elementary	San Bernardino	Village Elementary	57/67918-00-006	09/25/17	\$ 871,723	\$ -	
Victor Elementary	San Bernardino	Mojave Vista Elementary	57/67918-00-007	09/25/17	\$ 904,696	\$ -	
Yreka Union High	Siskiyou	Yreka High	57/70516-00-003	09/25/17	\$ 750,864	\$ 500,576	
Maple Elementary	Kern	Maple Elementary	57/63610-00-003	09/29/17	\$ 1,658,089	\$ 1,105,393	
Norwalk-La Mirada Unified	Los Angeles	John H. Glenn High	57/64840-00-027	10/04/17	\$ 1,520,177	\$ -	
Norwalk-La Mirada Unified	Los Angeles	Corvallis Middle	57/64840-00-028	10/06/17	\$ 1,587,197	\$ -	
Norwalk-La Mirada Unified	Los Angeles	Reginald M. Benton Middle	57/64840-00-029	10/06/17	\$ 784,751	\$ -	
Los Angeles Unified	Los Angeles	Emelita Street Elementary	57/64733-00-635	10/11/17	\$ 1,075,775	\$ -	
Escondido Union	San Diego	Orange Glen Elementary	57/68098-00-015	10/12/17	\$ 2,211,945	\$ -	
Firebaugh-Las Deltas Joint Unified	Fresno	Arthur E. Mills Intermediate	57/73809-00-005	10/12/17	\$ 937,217	\$ -	
Cutler-Orosi Joint Unified	Tulare	Orosi High	57/71860-00-009	10/16/17	\$ 505,872	\$ 337,248	
Burbank Unified	Los Angeles	R. L. Stevenson Elementary	57/64337-00-020	10/17/17	\$ 605,944	\$ -	
Los Angeles Unified	Los Angeles	Palms Middle	57/64733-00-636	10/17/17	\$ 3,047,951	\$ -	
Southern Humboldt Joint Unified	Humboldt	Redway Elementary	57/63040-00-002	10/18/17	\$ 1,701,739	\$ -	
Newhall Elementary	Los Angeles	Peachland Avenue Elementary	57/64832-00-005	10/19/17	\$ 1,460,819	\$ -	
Columbia Elementary	Shasta	Columbia Elementary	57/69948-00-002	10/20/17	\$ 2,262,817	\$ -	

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Los Angeles Unified	Los Angeles	Broadous Elementary	57/64733-00-637	10/25/17	\$ 713,401	\$ -	
Anaheim Union High	Orange	Anaheim High	57/66431-00-016	10/25/17	\$ 6,422,590	\$ -	
Anaheim Union High	Orange	Cypress High	57/66431-00-017	10/25/17	\$ 3,942,420	\$ -	
Downey Unified	Los Angeles	Rio Hondo Elementary	57/64451-00-030	10/27/17	\$ 1,879,657	\$ -	
San Marcos Unified	San Diego	Alvin M. Dunn Elementary	57/73791-00-006	10/31/17	\$ 749,808	\$ -	
Los Angeles Unified	Los Angeles	Olive Vista Middle	57/64733-00-638	11/01/17	\$ 6,669,152	\$ -	
San Benito High	San Benito	San Benito High	57/67538-00-005	11/01/17	\$ 8,893,601	\$ -	
San Benito High	San Benito	San Benito High	57/67538-00-006	11/03/17	\$ 11,291,330	\$ -	
San Marcos Unified	San Diego	Alvin M. Dunn Elementary	57/73791-00-007	11/03/17	\$ 2,716,054	\$ -	
Jurupa Unified	Riverside	Mission Bell Elementary	57/67090-00-013	11/09/17	\$ 1,435,563	\$ -	
Chaffey Joint Union High	San Bernardino	Chaffey High	57/67652-00-006	11/09/17	\$ 21,161,925	\$ -	
Armona Union Elementary	Kings	Armona Elementary	57/63875-00-002	11/13/17	\$ 366,389	\$ 244,260	
Romoland Elementary	Riverside	Romoland Elementary	57/67231-00-002	11/14/17	\$ 2,021,328	\$ -	
Visalia Unified	Tulare	Mineral King Elementary	57/72256-00-022	11/16/17	\$ 4,085,803	\$ -	
Muroc Joint Unified	Kern	Bailey Avenue Elementary	57/63685-00-009	11/22/17	\$ 348,035	\$ 232,023	
Elk Grove Unified	Sacramento	Franklin High	57/67314-00-020	11/28/17	\$ 1,131,367	\$ -	
San Jacinto Unified	Riverside	San Jacinto High	57/67249-00-008	11/29/17	\$ 2,089,406	\$ -	
Corona-Norco Unified	Riverside	Centennial High	57/67033-00-017	11/30/17	\$ 1,344,548	\$ -	
Fullerton Joint Union High	Orange	Fullerton Union High	57/66514-00-018	12/01/17	\$ 981,045	\$ -	
Millville Elementary	Shasta	Millville Elementary	57/70052-00-003	12/04/17	\$ 678,155	\$ 452,103	
Los Angeles Unified	Los Angeles	La Salle Avenue Elementary	57/64733-00-639	12/05/17	\$ 3,367,284	\$ -	
Elk Grove Unified	Sacramento	Laguna Creek High	57/67314-00-021	12/05/17	\$ 3,491,746	\$ -	
Buena Park Elementary	Orange	Buena Park Junior High	57/66456-00-008	12/07/17	\$ 2,068,018	\$ -	
Buena Park Elementary	Orange	Carl E. Gilbert Elementary	57/66456-00-009	12/07/17	\$ 1,114,370	\$ -	
Buena Park Elementary	Orange	James A. Whitaker Elementary	57/66456-00-010	12/07/17	\$ 1,570,372	\$ -	
Buena Park Elementary	Orange	Charles G. Emery Elementary	57/66456-00-011	12/07/17	\$ 997,188	\$ -	
Buena Park Elementary	Orange	Mabel L. Pendleton Elementary	57/66456-00-012	12/07/17	\$ 1,104,993	\$ -	
Centralia Elementary	Orange	Centralia Elementary	57/66472-00-010	12/07/17	\$ 1,644,013	\$ -	
San Bernardino City Unified	San Bernardino	Muscoy Elementary	57/67876-00-106	12/07/17	\$ 509,155	\$ -	
San Ysidro Elementary	San Diego	Smythe Elementary	57/68379-00-002	12/07/17	\$ 3,108,949	\$ -	
San Ysidro Elementary	San Diego	La Mirada Elementary	57/68379-00-003	12/07/17	\$ 2,652,962	\$ -	
Santa Ynez Valley Union High	Santa Barbara	Santa Ynez Valley Union High	57/69328-00-001	12/07/17	\$ 9,557,589	\$ -	
Buena Park Elementary	Orange	Arthur F. Corey Elementary	57/66456-00-013	12/15/17	\$ 1,132,892	\$ -	
Buena Park Elementary	Orange	Gordon H. Beatty Elementary	57/66456-00-014	12/15/17	\$ 1,300,307	\$ -	
Trinity Alps Unified	Trinity	Trinity High	57/76513-00-001	12/15/17	\$ 3,719,508	\$ -	
Downey Unified	Los Angeles	Gauldin Elementary	57/64451-00-031	12/18/17	\$ 1,809,488	\$ -	
San Marino Unified	Los Angeles	Huntington Middle	57/64964-00-008	12/20/17	\$ 2,431,828	\$ -	
Del Mar Union Elementary	San Diego	Carmel Del Mar Elementary	57/68056-00-004	12/22/17	\$ 2,376,647	\$ -	
Lowell Joint	Los Angeles	Olita Elementary	57/64766-00-001	12/26/17	\$ 3,060,024	\$ -	
Irvine Unified	Orange	Stone Creek Elementary	57/73650-00-024	12/26/17	\$ 1,411,210	\$ -	
Hayward Unified	Alameda	Hayward High	57/61192-00-003	12/28/17	\$ 9,871,566	\$ -	
Hayward Unified	Alameda	Tennyson High	57/61192-00-004	12/28/17	\$ 2,954,628	\$ -	
Hayward Unified	Alameda	Mt Eden High	57/61192-00-005	12/28/17	\$ 10,564,457	\$ -	
Clovis Unified	Fresno	Buchanan High	57/62117-00-056	01/02/18	\$ 10,402,026	\$ -	
Cypress Elementary	Orange	Margaret Landell Elementary	57/66480-00-006	01/02/18	\$ 988,220	\$ -	

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Elk Grove Unified	Sacramento	Valley High	57/67314-00-022	01/04/18	\$ 1,570,493	\$ -	
Jurupa Unified	Riverside	Rubidoux High	57/67090-00-014	01/08/18	\$ 5,548,044	\$ -	
Buellton Union Elementary	Santa Barbara	Jonata Middle	57/69138-00-002	01/08/18	\$ 1,405,957	\$ -	
Butteville Union Elementary	Siskiyou	Butteville Elementary	57/70201-00-002	01/08/18	\$ 93,592	\$ 62,394	
Paradise Unified	Butte	Paradise Senior High	57/61531-00-003	01/12/18	\$ 4,482,717	\$ -	
William S. Hart Union High	Los Angeles	Placerita Junior High	57/65136-00-010	01/16/18	\$ 1,492,386	\$ -	
Alhambra Unified	Los Angeles	Repetto Elementary	57/75713-00-028	01/16/18	\$ 2,931,994	\$ -	
Alhambra Unified	Los Angeles	Monterey Highlands Elementary	57/75713-00-029	01/16/18	\$ 1,706,453	\$ -	
San Ramon Valley Unified	Contra Costa	Stone Valley Middle	57/61804-00-032	01/17/18	\$ 4,133,251	\$ -	
Monson-Sultana Joint Union Elementary	Tulare	Monson-Sultana Elementary	57/72009-00-002	01/22/18	\$ 118,375	\$ 78,917	
Elk Grove Unified	Sacramento	Sierra-Enterprise Elementary	57/67314-00-023	01/24/18	\$ 1,549,084	\$ -	
Merced City Elementary	Merced	Luther Burbank Elementary	57/65771-00-015	01/25/18	\$ 1,852,259	\$ -	
Elk Grove Unified	Sacramento	Florin High	57/67314-00-024	01/25/18	\$ 5,258,009	\$ -	
Irvine Unified	Orange	Irvine High	57/73650-00-025	01/25/18	\$ 3,874,257	\$ -	
Irvine Unified	Orange	University High	57/73650-00-026	01/25/18	\$ 654,092	\$ -	
Los Angeles Unified	Los Angeles	George Washington Carver Middle	57/64733-00-640	02/07/18	\$ 4,864,058	\$ -	
Los Angeles Unified	Los Angeles	Harrison Street Elementary	57/64733-00-641	02/12/18	\$ 1,904,407	\$ -	
Los Angeles Unified	Los Angeles	First Street Elementary	57/64733-00-642	02/12/18	\$ 2,634,671	\$ -	
Los Angeles Unified	Los Angeles	Main Street Elementary	57/64733-00-643	02/12/18	\$ 8,234,489	\$ -	
San Diego Unified	San Diego	University City High	57/68338-00-230	02/13/18	\$ 12,621,539	\$ -	
Temecula Valley Unified	Riverside	Temecula Middle	57/75192-00-009	02/13/18	\$ 5,317,887	\$ -	
Atwater Elementary	Merced	Mitchell Intermediate	57/65631-00-007	02/15/18	\$ 5,526,380	\$ -	
Atwater Elementary	Merced	Bellevue Elementary	57/65631-00-008	02/15/18	\$ 467,043	\$ -	
Grossmont Union High	San Diego	Granite Hills High	57/68130-00-027	02/15/18	\$ 619,301	\$ -	
Twin Rivers Unified	Sacramento	Warren A Allison Elementary	57/76505-00-055	02/16/18	\$ 644,619	\$ -	
Twin Rivers Unified	Sacramento	Westside Elementary	57/76505-00-056	02/16/18	\$ 1,170,571	\$ -	
Los Angeles Unified	Los Angeles	Nobel Junior Magnet Center	57/64733-00-644	02/20/18	\$ 2,641,139	\$ -	
Los Angeles Unified	Los Angeles	Wilmington Middle	57/64733-00-645	02/20/18	\$ 1,404,708	\$ -	
Los Angeles Unified	Los Angeles	Haddon Avenue Elementary	57/64733-00-646	02/20/18	\$ 536,406	\$ -	
Los Angeles Unified	Los Angeles	Albion Street Elementary	57/64733-00-647	02/20/18	\$ 2,199,699	\$ -	
Los Angeles Unified	Los Angeles	Edwin Markham Middle	57/64733-00-648	02/20/18	\$ 2,487,925	\$ -	
Los Angeles Unified	Los Angeles	Florence Nightingale Middle	57/64733-08-007	02/20/18	\$ 2,028,913	\$ -	
Los Angeles Unified	Los Angeles	Glenn Hammond Curtiss Middle	57/64733-32-023	02/20/18	\$ 930,225	\$ -	
Los Angeles Unified	Los Angeles	Jordan High School Magnet	57/64733-68-008	02/20/18	\$ 2,284,577	\$ -	
Twin Rivers Unified	Sacramento	Rio Linda High	57/76505-00-057	02/20/18	\$ 1,687,709	\$ -	
Kentfield Elementary	Marin	Adaline E Kent Middle	57/65334-00-003	02/26/18	\$ 1,206,043	\$ -	
Los Angeles Unified	Los Angeles	Robert F Kennedy Elementary	57/64733-00-649	02/27/18	\$ 526,280	\$ -	
Los Angeles Unified	Los Angeles	Sixty-Eighth Street Elementary	57/64733-00-650	02/27/18	\$ 1,012,789	\$ -	
Los Angeles Unified	Los Angeles	Ulysses S Grant Senior High	57/64733-00-651	02/27/18	\$ 2,313,254	\$ -	
Los Angeles Unified	Los Angeles	Bell Senior High	57/64733-00-652	02/27/18	\$ 2,904,452	\$ -	
San Ramon Valley Unified	Contra Costa	California High	57/61804-00-033	03/01/18	\$ 920,156	\$ -	
Irvine Unified	Orange	Eastshore Elementary	57/73650-00-027	03/02/18	\$ 694,305	\$ -	
Irvine Unified	Orange	Springbrook Elementary	57/73650-00-028	03/02/18	\$ 3,097,577	\$ -	
Irvine Unified	Orange	Westpark Elementary	57/73650-00-029	03/02/18	\$ 3,415,758	\$ -	
Los Angeles Unified	Los Angeles	Rowan Avenue Elementary	57/64733-00-653	03/07/18	\$ 3,054,459	\$ -	

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Los Angeles Unified	Los Angeles	Kester Avenue Elementary	57/64733-00-654	03/07/18	\$ 837,340	\$ -	
Los Angeles Unified	Los Angeles	Chandler Elementary School	57/64733-00-655	03/07/18	\$ 552,849	\$ -	
Los Angeles Unified	Los Angeles	Locke High School	57/64733-00-656	03/07/18	\$ 2,788,345	\$ -	
Los Angeles Unified	Los Angeles	Eagle Rock High	57/64733-00-657	03/07/18	\$ 5,881,556	\$ -	
Los Angeles Unified	Los Angeles	Woodrow Wilson Senior High	57/64733-00-658	03/07/18	\$ 3,778,899	\$ -	
Los Angeles Unified	Los Angeles	John F Kennedy High	57/64733-00-659	03/07/18	\$ 1,186,141	\$ -	
Los Angeles Unified	Los Angeles	John Marshall Senior High	57/64733-12-010	03/07/18	\$ 2,007,360	\$ -	
Los Angeles Unified	Los Angeles	Western Avenue Elementary	57/64733-25-011	03/07/18	\$ 3,032,859	\$ -	
Los Angeles Unified	Los Angeles	Gault Street Elementary	57/64733-37-007	03/07/18	\$ 370,632	\$ -	
Los Angeles Unified	Los Angeles	Bonita Street Elementary	57/64733-54-026	03/07/18	\$ 572,611	\$ -	
South San Francisco Unified	San Mateo	Monte Verde Elementary	57/69070-00-016	03/09/18	\$ 983,845	\$ -	
Delano Union Elementary	Kern	Del Vista Elementary	57/63404-00-003	03/13/18	\$ 3,013,353	\$ 2,008,902	
Dinuba Unified	Tulare	Roosevelt Elementary	57/75531-00-011	03/13/18	\$ 1,548,789	\$ 1,032,526	
Los Angeles Unified	Los Angeles	McKinley Avenue Elementary	57/64733-00-660	03/14/18	\$ 348,676	\$ -	
Los Angeles Unified	Los Angeles	Taft (William Howard) High	57/64733-00-661	03/14/18	\$ 721,067	\$ -	
Los Angeles Unified	Los Angeles	Benjamin Franklin Senior High	57/64733-00-662	03/14/18	\$ 797,799	\$ -	
Los Angeles Unified	Los Angeles	Hollywood Senior High	57/64733-00-663	03/14/18	\$ 6,482,058	\$ -	
Los Angeles Unified	Los Angeles	Reseda Elementary	57/64733-00-664	03/14/18	\$ 1,482,368	\$ -	
Los Angeles Unified	Los Angeles	James Monroe High	57/64733-00-665	03/14/18	\$ 2,292,973	\$ -	
Los Angeles Unified	Los Angeles	South Gate Middle	57/64733-16-012	03/14/18	\$ 1,154,193	\$ -	
Los Angeles Unified	Los Angeles	Van Nuys Senior High	57/64733-27-010	03/14/18	\$ 6,339,910	\$ -	
Los Angeles Unified	Los Angeles	Grover Cleveland High	57/64733-41-007	03/14/18	\$ 4,262,185	\$ -	
Los Angeles Unified	Los Angeles	Pacific Boulevard	57/64733-74-002	03/14/18	\$ 747,956	\$ -	
Gerber Union Elementary	Tehama	Gerber Elementary	57/71548-00-002	03/15/18	\$ 116,939	\$ 77,959	
Twin Rivers Unified	Sacramento	Madison Elementary	57/76505-00-058	03/15/18	\$ 1,189,769	\$ -	
Temecula Valley Unified	Riverside	Paloma Elementary	57/75192-00-010	03/20/18	\$ 1,520,714	\$ -	
Temecula Valley Unified	Riverside	Red Hawk Elementary	57/75192-00-011	03/20/18	\$ 2,813,360	\$ -	
Temecula Valley Unified	Riverside	Pauba Valley Elementary	57/75192-00-012	03/20/18	\$ 1,520,714	\$ -	
Long Beach Unified	Los Angeles	Roosevelt Elementary	57/64725-05-001	03/21/18	\$ 6,227,165	\$ -	
Los Angeles Unified	Los Angeles	Belmont Senior High	57/64733-00-666	03/21/18	\$ 2,606,931	\$ -	
Los Angeles Unified	Los Angeles	Balboa Gifted/High Ability Magnet Elementary	57/64733-00-667	03/21/18	\$ 784,830	\$ -	
Los Angeles Unified	Los Angeles	Millikan Middle	57/64733-00-668	03/21/18	\$ 956,714	\$ -	
Los Angeles Unified	Los Angeles	Lull Special Education	57/64733-00-669	03/21/18	\$ 696,153	\$ -	
Los Angeles Unified	Los Angeles	52nd Street Elementary	57/64733-00-670	03/21/18	\$ 2,152,602	\$ -	
Mother Lode Union Elementary	El Dorado	Indian Creek Elementary	57/61929-00-005	03/22/18	\$ 2,336,628	\$ -	
Waugh Elementary	Sonoma	Meadow Elementary	57/70995-00-001	03/22/18	\$ 1,033,178	\$ -	
Benicia Unified	Solano	Joe Henderson Elementary	57/70524-00-010	03/23/18	\$ 724,721	\$ -	
Benicia Unified	Solano	Benicia Middle	57/70524-00-011	03/26/18	\$ 830,584	\$ -	
Benicia Unified	Solano	Matthew Turner Elementary	57/70524-00-012	03/26/18	\$ 787,575	\$ -	
Los Angeles Unified	Los Angeles	El Camino Real High	57/64733-44-006	03/28/18	\$ 1,071,828	\$ -	
Livingston Union	Merced	Campus Park Elementary	57/65748-00-003	03/28/18	\$ 1,398,819	\$ -	
Livingston Union	Merced	Selma Herndon Elementary	57/65748-00-004	03/28/18	\$ 1,233,166	\$ -	
Livingston Union	Merced	Yamato Colony Elementary	57/65748-00-005	03/28/18	\$ 2,686,921	\$ -	
Cutler-Orosi Joint Unified	Tulare	Palm Elementary	57/71860-00-010	03/28/18	\$ 1,020,048	\$ -	
Cutler-Orosi Joint Unified	Tulare	Golden Valley Elementary	57/71860-00-011	03/28/18	\$ 3,172,443	\$ -	

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Cutler-Orosi Joint Unified	Tulare	El Monte Middle	57/71860-00-012	03/28/18	\$ 1,744,081	\$ -	
Dublin Unified	Alameda	Dublin High	57/75093-00-010	03/28/18	\$ 9,246,629	\$ -	
Temple City Unified	Los Angeles	Longden Elementary	57/65052-00-012	03/30/18	\$ 4,207,743	\$ -	
Alvord Unified	Riverside	Valley View Elementary	57/66977-00-019	03/30/18	\$ 1,134,030	\$ -	
Santa Ynez Valley Union High	Santa Barbara	Santa Ynez Valley Union High	57/69328-00-002	03/30/18	\$ 9,690,985	\$ -	
Delano Union Elementary	Kern	Albany Park Elementary	57/63404-00-004	04/02/18	\$ 2,143,037	\$ 1,428,691	
Delano Union Elementary	Kern	Nueva Vista Language Academy	57/63404-00-005	04/02/18	\$ 2,479,934	\$ 1,653,289	
Standard Elementary	Kern	Standard Middle	57/63792-00-002	04/02/18	\$ 6,160,251	\$ -	
Buckeye Union Elementary	El Dorado	Blue Oak Elementary	57/61838-00-008	04/03/18	\$ 2,975,476	\$ -	
Los Angeles Unified	Los Angeles	Venice Senior High	57/64733-00-671	04/04/18	\$ 7,404,266	\$ -	
Los Angeles Unified	Los Angeles	San Fernando Middle	57/64733-28-016	04/04/18	\$ 2,280,771	\$ -	
Benicia Unified	Solano	Mary Farmer Elementary	57/70524-00-013	04/05/18	\$ 728,292	\$ -	
Benicia Unified	Solano	Robert Semple Elementary	57/70524-00-014	04/05/18	\$ 728,292	\$ -	
Los Angeles Unified	Los Angeles	Los Angeles Center for Enriched Studies	57/64733-00-672	04/11/18	\$ 3,988,704	\$ -	
San Bernardino City Unified	San Bernardino	San Andreas High	57/67876-00-107	04/11/18	\$ 646,695	\$ -	
Irvine Unified	Orange	Rancho San Joaquin Middle	57/73650-00-030	04/11/18	\$ 543,617	\$ -	
Mujroc Joint Unified	Kern	Bailey Avenue Elementary	57/63685-00-009	04/12/18	\$ 3,160,473	\$ 2,106,982	
Coalinga-Huron Unified	Fresno	Huron Elementary	57/62125-00-008	04/13/18	\$ 3,663,751	\$ -	
Davis Joint Unified	Yolo	Davis Senior High	57/72678-00-014	04/13/18	\$ 1,399,278	\$ -	
Benicia Unified	Solano	Benicia High	57/70524-00-015	04/16/18	\$ 3,765,446	\$ -	
Fullerton Joint Union High	Orange	Sunny Hills High	57/66514-00-019	04/17/18	\$ 98,846	\$ -	
Fullerton Joint Union High	Orange	Troy High	57/66514-00-020	04/17/18	\$ 1,229,807	\$ -	
Los Angeles Unified	Los Angeles	Chatsworth High	57/64733-00-673	04/18/18	\$ 4,929,033	\$ -	
Los Angeles Unified	Los Angeles	Lorena Street Elementary	57/64733-00-674	04/18/18	\$ 1,037,103	\$ -	
Los Angeles Unified	Los Angeles	Banning (Phineas) Senior High	57/64733-32-024	04/18/18	\$ 1,041,187	\$ -	
Clay Joint Elementary	Fresno	Clay Elementary	57/62109-00-003	04/19/18	\$ 772,104	\$ -	
Elk Grove Unified	Sacramento	Elk Grove Elementary	57/67314-00-025	04/23/18	\$ 1,016,091	\$ -	
Tahoe-Truckee Unified	Placer	Glenshire Elementary	57/66944-00-014	04/24/18	\$ 837,536	\$ -	
Sacramento City Unified	Sacramento	C K McClatchy High	57/67439-00-076	04/24/18	\$ 2,545,153	\$ -	
South San Francisco Unified	San Mateo	South San Francisco High	57/69070-00-017	04/24/18	\$ 746,113	\$ -	
Cupertino Union	Santa Clara	Cupertino Middle	57/69419-00-026	04/24/18	\$ 3,096,480	\$ -	
Cupertino Union	Santa Clara	Manuel De Vargas Elementary	57/69419-00-027	04/24/18	\$ 632,641	\$ -	
Cupertino Union	Santa Clara	Montclair Elementary	57/69419-00-028	04/24/18	\$ 647,975	\$ -	
Golden Plains Unified	Fresno	Tranquillity High	57/75234-00-005	04/24/18	\$ 1,386,105	\$ -	
Los Angeles Unified	Los Angeles	Verdugo Hills Senior High	57/64733-00-675	04/25/18	\$ 2,416,917	\$ -	
Los Angeles Unified	Los Angeles	Gridley Street Elementary	57/64733-00-676	04/25/18	\$ 1,095,306	\$ -	
Los Angeles Unified	Los Angeles	Sylmar Senior High	57/64733-00-677	04/25/18	\$ 866,850	\$ -	
Los Angeles Unified	Los Angeles	Taft (William Howard) Senior High	57/64733-00-678	04/25/18	\$ 1,124,582	\$ -	
Los Angeles Unified	Los Angeles	Reseda Elementary	57/64733-00-679	04/25/18	\$ 685,352	\$ -	
Los Angeles Unified	Los Angeles	Coldwater Canyon Elementary	57/64733-00-680	04/25/18	\$ 3,245,312	\$ -	
Los Angeles Unified	Los Angeles	Thomas Jefferson Senior High	57/64733-13-010	04/25/18	\$ 1,883,555	\$ -	
Los Angeles Unified	Los Angeles	Carson Senior High	57/64733-54-027	04/25/18	\$ 6,125,746	\$ -	
Lakeport Unified	Lake	Clear Lake High	57/64030-00-008	04/26/18	\$ 784,683	\$ -	
Black Butte Union Elementary	Shasta	Black Butte Elementary	57/69880-00-003	05/01/18	\$ 796,401	\$ -	
Los Angeles Unified	Los Angeles	Annalee Avenue Elementary	57/64733-00-681	05/02/18	\$ 668,195	\$ -	

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Los Angeles Unified	Los Angeles	Alexander Hamilton Senior High	57/64733-00-682	05/02/18	\$ 1,207,579	\$ -	
Los Angeles Unified	Los Angeles	Walter Reed Middle	57/64733-00-683	05/02/18	\$ 1,630,748	\$ -	
Los Angeles Unified	Los Angeles	Downtown Business High	57/64733-00-684	05/02/18	\$ 5,096,247	\$ -	
Los Angeles Unified	Los Angeles	Joseph Le Conte Middle	57/64733-00-685	05/02/18	\$ 609,079	\$ -	
Las Virgenes Unified	Los Angeles	Lupin Hill Elementary	57/64683-00-010	05/03/18	\$ 907,224	\$ -	
Centinela Valley Union High	Los Angeles	Lawndale High	57/64352-00-007	05/04/18	\$ 1,666,540	\$ -	
Golden Plains Unified	Fresno	Helm Elementary	57/75234-00-006	05/04/18	\$ 273,216	\$ -	
South San Francisco Unified	San Mateo	Spruce Elementary	57/69070-00-018	05/07/18	\$ 963,293	\$ -	
South San Francisco Unified	San Mateo	Ponderosa Elementary	57/69070-00-019	05/07/18	\$ 667,709	\$ -	
Cupertino Union	Santa Clara	Nelson S Dilworth Elementary	57/69419-00-029	05/07/18	\$ 510,003	\$ -	
Soquel Union Elementary	Santa Cruz	Soquel Elementary	57/69849-00-006	05/07/18	\$ 227,584	\$ -	
Soquel Union Elementary	Santa Cruz	Santa Cruz Gardens Elementary	57/69849-00-007	05/07/18	\$ 45,993	\$ -	
Soquel Union Elementary	Santa Cruz	Main Street Elementary	57/69849-00-008	05/07/18	\$ 484,424	\$ -	
Kelseyville Unified	Lake	Kelseyville High	57/64014-00-002	05/08/18	\$ 3,235,923	\$ -	
Visalia Unified	Tulare	Goshen Elementary	57/72256-00-023	05/08/18	\$ 1,637,692	\$ -	
Visalia Unified	Tulare	Mt Whitney High	57/72256-00-024	05/08/18	\$ 1,606,243	\$ -	
Visalia Unified	Tulare	Redwood High	57/72256-00-025	05/08/18	\$ 673,562	\$ -	
Visalia Unified	Tulare	Royal Oaks Elementary	57/72256-00-026	05/08/18	\$ 859,384	\$ -	
Norwalk-La Mirada Unified	Los Angeles	Julia B Morrison Elementary	57/64840-00-030	05/10/18	\$ 178,787	\$ -	
Oxnard	Ventura	Harrington Elementary	57/72538-00-027	05/10/18	\$ 584,890	\$ -	
Irvine Unified	Orange	Brywood Elementary	57/73650-00-031	05/10/18	\$ 2,870,668	\$ -	
Hollister	San Benito	Rancho San Justo	57/67470-00-003	05/11/18	\$ 1,567,920	\$ -	
Willows Unified	Glenn	Willows High	57/62661-00-005	05/15/18	\$ 2,842,688	\$ -	
Los Angeles Unified	Los Angeles	Logan Street Elementary	57/64733-00-686	05/15/18	\$ 656,134	\$ -	
Los Angeles Unified	Los Angeles	Humphreys Avenue Elementary	57/64733-00-687	05/15/18	\$ 6,897,346	\$ -	
Los Angeles Unified	Los Angeles	Audubon Middle	57/64733-00-688	05/15/18	\$ 3,835,933	\$ -	
Los Angeles Unified	Los Angeles	Francisco Bravo Medical Magnet High	57/64733-00-689	05/15/18	\$ 1,895,608	\$ -	
Los Angeles Unified	Los Angeles	Loyola Village Elementary	57/64733-00-690	05/15/18	\$ 561,038	\$ -	
Los Angeles Unified	Los Angeles	Theodore Roosevelt Senior High	57/64733-05-018	05/15/18	\$ 2,530,954	\$ -	
Barstow Unified	San Bernardino	Skyline North Elementary	57/67611-00-002	05/16/18	\$ 2,775,233	\$ -	
Twin Rivers Unified	Sacramento	Pacific Career and Technology High	57/76505-00-059	05/16/18	\$ 2,455,163	\$ -	
Twin Rivers Unified	Sacramento	Hazel Strauch Elementary	57/76505-00-060	05/16/18	\$ 1,475,739	\$ -	
Twin Rivers Unified	Sacramento	Sierra View Elementary	57/76505-00-061	05/16/18	\$ 662,000	\$ -	
Twin Rivers Unified	Sacramento	Pioneer Elementary	57/76505-00-062	05/16/18	\$ 1,116,763	\$ -	
Twin Rivers Unified	Sacramento	Kohler Elementary	57/76505-00-063	05/16/18	\$ 540,891	\$ -	
Coalinga-Huron Unified	Fresno	Sunset Elementary	57/62125-00-009	05/17/18	\$ 1,901,985	\$ -	
Coalinga-Huron Unified	Fresno	Henry F Bishop Elementary	57/62125-00-010	05/17/18	\$ 654,137	\$ -	
Hollister	San Benito	Gabilan Hills	57/67470-00-004	05/17/18	\$ 896,187	\$ -	
Gravenstein Union Elementary	Sonoma	Gravenstein Elementary	57/70714-00-003	05/17/18	\$ 2,144,261	\$ -	
Wasco Union Elementary	Kern	Palm Avenue Elementary	57/63842-00-004	05/21/18	\$ 949,748	\$ 633,165	
Elk Grove Unified	Sacramento	Union House Elementary	57/67314-00-026	05/21/18	\$ 1,603,056	\$ -	
Tustin Unified	Orange	Robert Heideman Elementary	57/73643-00-022	05/21/18	\$ 2,913,416	\$ -	
Los Molinos Unified	Tehama	Vina Elementary	58/71571-00-002	05/21/18	\$ 239,318	\$ 159,545	
Konocti Unified	Lake	Konocti Education Center	57/64022-00-012	05/22/18	\$ 872,113	\$ -	
Los Angeles Unified	Los Angeles	Charles Maclay Middle	57/64733-00-691	05/22/18	\$ 2,688,503	\$ -	

SFP APPLICATIONS
 Modernization School Facilities Program
 - Workload as of July 31, 2018 -

District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)	Financial Hardship (b)	Notification Occurred**
Los Angeles Unified	Los Angeles	Forty-Ninth Street Elementary	57/64733-00-692	05/22/18	\$ 551,314	\$ -	
Los Angeles Unified	Los Angeles	Apperson Street Elementary	57/64733-00-693	05/22/18	\$ 838,001	\$ -	
Los Angeles Unified	Los Angeles	Los Angeles High	57/64733-00-694	05/22/18	\$ 3,975,731	\$ -	
Los Angeles Unified	Los Angeles	Garden Grove Elementary	57/64733-00-695	05/22/18	\$ 711,536	\$ -	
Round Valley Unified	Mendocino	Round Valley High	57/65607-00-001	05/22/18	\$ 1,003,579	\$ -	
Round Valley Unified	Mendocino	Round Valley Elementary	57/65607-00-002	05/22/18	\$ 1,554,144	\$ -	
Jurupa Unified	Riverside	Glen Avon Elementary	57/67090-00-015	05/22/18	\$ 3,271,033	\$ -	
Grossmont Union High	San Diego	Valhalla High	57/68130-12-001	05/22/18	\$ 424,477	\$ -	
San Dieguito Union High	San Diego	Torrey Pines High	57/68346-00-007	05/22/18	\$ 13,663,077	\$ -	
Morgan Hill Unified	Santa Clara	Paradise Valley Engineering Academy	57/69583-00-012	05/22/18	\$ 2,318,970	\$ -	
Morgan Hill Unified	Santa Clara	Paradise Valley Engineering Academy	57/69583-00-013	05/22/18	\$ 614,091	\$ -	
Oxnard	Ventura	Lemonwood Elementary	57/72538-00-028	05/24/18	\$ 818,846	\$ -	
Elk Grove Unified	Sacramento	John Reith Elementary	57/67314-00-027	05/25/18	\$ 2,635,486	\$ -	
Los Angeles Unified	Los Angeles	Emerson (Ralph Waldo) Junior M	57/64733-00-696	05/29/18	\$ 1,002,746	\$ -	
Los Angeles Unified	Los Angeles	Johnnie Cochran, Jr, Middle	57/64733-00-697	05/29/18	\$ 2,116,017	\$ -	
Los Angeles Unified	Los Angeles	North Hollywood Senior High	57/64733-22-014	05/29/18	\$ 3,567,845	\$ -	
West Covina Unified	Los Angeles	West Covina High	57/65094-00-014	05/30/18	\$ 4,443,279	\$ -	
San Juan Unified	Sacramento	Fair Oaks Elementary	57/67447-00-063	05/30/18	\$ 1,347,587	\$ -	
Hollister	San Benito	R O Hardin Elementary	57/68740-00-005	05/30/18	\$ 4,306,262	\$ -	
Atascadero Unified	San Luis Obispo	Santa Margarita Elementary	57/68700-00-007	05/30/18	\$ 2,043,520	\$ -	
Santa Ana Unified	Orange	Washington Elementary	57/66670-00-053	05/31/18	\$ 4,236,001	\$ -	
Cambrian	Santa Clara	Ida Price Middle	57/69385-00-014	06/04/18	\$ 2,259,551	\$ -	
Cambrian	Santa Clara	Steindorf STEAM K-8 Magnet	57/69385-00-015	06/04/18	\$ 2,739,367	\$ -	
Cambrian	Santa Clara	Bagby Elementary	57/69385-00-016	06/04/18	\$ 410,783	\$ -	
Cambrian	Santa Clara	Farnham Elementary	57/69385-00-017	06/04/18	\$ 874,369	\$ -	
Cambrian	Santa Clara	Fammatre Elementary	57/69385-00-018	06/04/18	\$ 884,080	\$ -	
Dublin Unified	Alameda	Murray Elementary	57/75093-00-011	06/05/18	\$ 2,238,407	\$ -	
Clovis Unified	Fresno	Lincoln Elementary	57/62117-00-057	06/06/18	\$ 616,620	\$ -	
Dublin Unified	Alameda	Wells Middle	57/75093-00-012	06/06/18	\$ 1,048,020	\$ -	
Dublin Unified	Alameda	Wells Middle	57/75093-00-013	06/06/18	\$ 1,870,401	\$ -	
Dublin Unified	Alameda	Dublin Elementary	57/75093-00-014	06/06/18	\$ 2,924,401	\$ -	
Galt Joint Union High	Sacramento	Galt High	57/67355-00-002	06/08/18	\$ 4,162,983	\$ -	
San Bernardino City Unified	San Bernardino	San Bernardino High	57/67876-00-108	06/12/18	\$ 2,511,541	\$ -	
Los Angeles Unified	Los Angeles	Cienega Elementary	57/64733-00-698	06/13/18	\$ 1,370,920	\$ -	
Los Angeles Unified	Los Angeles	Canoga Park Senior High	57/64733-00-699	06/13/18	\$ 4,964,944	\$ -	
Los Angeles Unified	Los Angeles	Harrison Street Elementary	57/64733-00-700	06/13/18	\$ 1,024,516	\$ -	
Riverdale Joint Unified	Fresno	Riverdale Elementary	57/75408-00-006	06/14/18	\$ 690,356	\$ -	
Tracy Joint Unified	San Joaquin	Central Elementary	57/75499-00-012	06/14/18	\$ 2,987,345	\$ -	
Solana Beach Elementary	San Diego	Solana Highlands Elementary	57/68387-00-003	06/15/18	\$ 2,573,516	\$ -	
Barstow Unified	San Bernardino	Barstow Fine Arts Academy (formerly Barstow Inte	57/67611-00-003	06/18/18	\$ 4,053,288	\$ -	
Pleasant View Elementary	Tulare	Pleasant View Elementary	57/72058-00-002	06/18/18	\$ 1,278,676	\$ 852,451	
Twin Rivers Unified	Sacramento	Harmon Johnson Elementary	57/76505-00-064	06/19/18	\$ 4,102,973	\$ -	
Scotia Union Elementary	Humboldt	Stanwood Murphy Elementary	58/63024-00-006	06/19/18	\$ 1,385,863	\$ 923,909	
Centralia Elementary	Orange	George B Miller Elementary	57/66472-00-011	06/22/18	\$ 332,218	\$ -	
Centralia Elementary	Orange	Raymond Temple Elementary	57/66472-00-012	06/22/18	\$ 687,831	\$ -	

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District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)	Financial Hardship (b)	Notification Occurred**
Grossmont Union High	San Diego	El Cajon Valley High	57/68130-00-028	06/22/18	\$ 3,143,831	\$ -	
Sweetwater Union High	San Diego	Bonita Vista Middle	57/68411-00-049	06/25/18	\$ 1,419,295	\$ -	
San Marcos Unified	San Diego	La Costa Meadows Elementary	57/73791-00-008	06/25/18	\$ 4,494,708	\$ -	
Colton Joint Unified	San Bernardino	Michael D'Arcy Elementary	57/67686-00-025	06/26/18	\$ 607,820	\$ -	
Los Angeles Unified	Los Angeles	Monroe High	58/64733-00-003*	06/27/18	\$ 288,075	\$ -	
San Ramon Valley Unified	Contra Costa	California High	57/61804-00-034	06/28/18	\$ 3,194,794	\$ -	
Clovis Unified	Fresno	Alta Sierra Intermediate	57/62117-00-058	06/28/18	\$ 4,357,733	\$ -	
Santa Ana Unified	Orange	Garfield Elementary	57/66670-00-054	06/28/18	\$ 3,245,002	\$ -	
Grossmont Union High	San Diego	West Hills High	57/68130-00-029	06/28/18	\$ 6,613,614	\$ -	
Rescue Union Elementary	El Dorado	Lake Forest Elementary	57/61978-00-004	06/29/18	\$ 1,988,626	\$ -	
Western Placer Unified	Placer	Glen Edwards Middle	57/66951-00-003	06/29/18	\$ 5,187,814	\$ -	
Wright Elementary	Sonoma	J X Wilson Elementary	57/71035-00-003	07/03/18	\$ 290,190	\$ -	
Hydesville Elementary	Humboldt	Hydesville Elementary	57/62885-00-001	07/06/18	\$ 259,295	\$ -	
Elk Grove Unified	Sacramento	Samuel Jackman Middle	57/67314-00-028	07/09/18	\$ 3,294,373	\$ -	
Elk Grove Unified	Sacramento	Eddy Middle School	57/67314-00-029	07/09/18	\$ 4,124,718	\$ -	
Elk Grove Unified	Sacramento	David Reese Elementary	57/67314-00-030	07/09/18	\$ 1,585,986	\$ -	
Elk Grove Unified	Sacramento	Jackson Elementary	57/67314-00-031	07/09/18	\$ 1,792,428	\$ -	
Elk Grove Unified	Sacramento	Florin Elementary	57/67314-00-032	07/10/18	\$ 2,821,509	\$ -	
Los Angeles Unified	Los Angeles	Dodson Middle School	57/64733-20-020	07/11/18	\$ 2,394,270	\$ -	
Muroc Joint Unified	Kern	Boron Junior-Senior High	57/63685-00-010	07/12/18	\$ 3,108,287	\$ -	
Del Norte County Unified	Del Norte	Joe Hamilton Elementary	57/61820-00-007	07/13/18	\$ 500,295	\$ -	
Golden Plains Unified	Fresno	San Joaquin Elementary	57/75234-00-007	07/13/18	\$ 3,776,997	\$ -	
Elk Grove Unified	Sacramento	Florin High	57/67314-00-033	07/16/18	\$ 6,021,182	\$ -	
Del Norte County Unified	Del Norte	Joe Hamilton Elementary	58/61820-00-001	07/16/18	\$ 190,849	\$ -	
Solana Beach Elementary	San Diego	Skyline Elementary	57/68387-00-004	07/17/18	\$ 591,537	\$ -	
Firebaugh-Las Deltas Unified	Fresno	Firebaugh Middle	57/73809-00-006	07/17/18	\$ 513,079	\$ -	
Norwalk-La Mirada Unified	Los Angeles	Los Alisos Middle	57/64840-00-031	07/18/18	\$ 1,508,943	\$ -	
Fountain Valley Elementary	Orange	Masuda (Kazuo) Middle	57/66498-00-012	07/19/18	\$ 2,829,122	\$ -	
La Honda-Pescadero Unified	San Mateo	La Honda Elementary	57/68940-00-001	07/19/18	\$ 769,626	\$ -	
Sequoia Union High	San Mateo	Sequoia High	57/69062-00-038	07/19/18	\$ 2,850,756	\$ -	
Franklin-McKinley Elementary	Santa Clara	Windmill Springs Elementary	57/69450-00-011	07/19/18	\$ 2,646,603	\$ -	
Franklin-McKinley Elementary	Santa Clara	Windmill Springs Elementary	57/69450-00-012	07/19/18	\$ 577,483	\$ -	
Torrance Unified	Los Angeles	Edward J Richardson Middle	57/65060-00-046	07/20/18	\$ 855,104	\$ -	
Ocean View Elementary	Orange	Westmont Elementary	57/66613-00-023	07/20/18	\$ 148,414	\$ -	
William S. Hart Union High	Los Angeles	Sierra Vista Junior High	57/65136-00-011	07/24/18	\$ 121,354	\$ -	
Fullerton Joint Union High	Orange	La Habra High	57/66514-00-021	07/24/18	\$ 964,915	\$ -	
Atascadero Unified	San Luis Obispo	Atascadero High	57/68700-00-008	07/24/18	\$ 1,343,650	\$ -	
Fairfield-Suisun Unified	Solano	Fairview Elementary	57/70540-00-018	07/24/18	\$ 2,802,793	\$ -	
Fairfield-Suisun Unified	Solano	Grange Middle	57/70540-00-019	07/24/18	\$ 1,245,177	\$ -	
Dublin Unified	Alameda	Dublin Elementary	57/75093-00-015	07/24/18	\$ 1,034,478	\$ -	
Norwalk-La Mirada Unified	Los Angeles	Arlie F Hutchinson Middle	57/64840-00-032	07/26/18	\$ 790,339	\$ -	
Norwalk-La Mirada Unified	Los Angeles	Gardenhill Elementary	57/64840-00-033	07/26/18	\$ 197,889	\$ -	
Garden Grove Unified	Orange	Merton E Hill Elementary	57/66522-00-087	07/26/18	\$ 228,917	\$ -	
Garden Grove Unified	Orange	C C Violette Elementary	57/66522-00-088	07/26/18	\$ 697,426	\$ -	
Garden Grove Unified	Orange	Heritage Elementary	57/66522-00-089	07/26/18	\$ 794,110	\$ -	

SFP APPLICATIONS
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District	County	Site Name	Application Number	OPSC Date Received	Estimated State Grant (a)	Financial Hardship (b)	Notification Occurred**
Oxnard Elementary	Ventura	Elm Street Elementary	57/72538-00-029	07/27/18	\$ 404,879	\$ -	
Oxnard Elementary	Ventura	McKinna Elementary	57/72538-00-030	07/27/18	\$ 467,912	\$ -	
Healdsburg Unified	Sonoma	Healdsburg Junior High	57/75390-00-003	07/30/18	\$ 2,573,598	\$ -	
Healdsburg Unified	Sonoma	Healdsburg High	57/75390-00-004	07/30/18	\$ 5,546,148	\$ -	
Barstow Unified	San Bernardino	Barstow Junior High	57/67611-00-004	07/31/18	\$ 5,061,294	\$ -	
Natomas Unified	Sacramento	Jefferson Elementary	57/75283-00-005	07/31/18	\$ 2,663,525	\$ -	

\$ 1,607,594,837	\$ 37,082,265
\$	1,644,677,102

MODERNIZATION FUNDING SUBTOTALS	\$ 1,605,490,732	\$ 35,998,811
MODERNIZATION FACILITY HARDSHIP - NON SEISMIC	\$ 1,816,030	\$ 1,083,454
TOTAL MODERNIZATION FUNDING	\$	1,644,389,027
MODERNIZATION FACILITY HARDSHIP - SEISMIC	\$ 288,075	\$ -

(a) Represents estimated 60% state share of project including excessive cost grants. Sesimic Mitigation Program projects represents the estimated 50% state share of project. Amounts shown have not been reviewed by OPSC for compliance with all School Facility Program requirements.

(b) Represents estimated financial hardship. Amounts shown have not been reviewed by OPSC for compliance with all School Facility Program requirements.

*Facility Hardship project requesting Seismic Mitigation Program funding.

**School districts have been notified that the Office of Public School Construction will begin processing the district's application in the near future.

CHARTER SCHOOL FACILITIES PROGRAM (CSFP)
 Remaining Unfunded In-House CSFP Applications as of July 31, 2018
 Listed in Alphabetical Order by County

County	District	Charter School	Received Date	Status
Alameda	Hayward Unified	Golden Oak Montessori of Hayward*	06/05/17	Beyond Authority
Alameda	Hayward Unified	Golden Oak Montessori of Hayward*	06/05/17	Beyond Authority
Alameda	Hayward Unified	Leadership Public Schools Hayward*	06/05/17	Beyond Authority
Alameda	Hayward Unified	Leadership Public Schools Hayward*	06/05/17	Beyond Authority
Alameda	Hayward Unified	Silver Oak High*	06/05/17	Beyond Authority
Alameda	Oakland Unified	American Indian Public High*	06/05/17	Beyond Authority
Alameda	Oakland Unified	Aspire Public Schools - Aspire College Academy*	06/01/17	Beyond Authority
Alameda	Oakland Unified	Envision Education - Envision Academy of Arts and Technology*	06/05/17	Beyond Authority
Alameda	Oakland Unified	Oakland School for the Arts*	06/05/17	Beyond Authority
Alameda	Oakland Unified	Oakland Unity High*	05/26/17	Beyond Authority
Alameda	San Lorenzo Unified	KIPP Summit Academy*	06/05/17	Beyond Authority
Butte	Chico Unified	Inspire School of Arts and Sciences*	05/30/17	Beyond Authority
Butte	Chico Unified	Inspire School of Arts and Sciences*	05/30/17	Beyond Authority
Butte	Oroville City Elementary	STREAM Charter *	06/05/17	Beyond Authority
El Dorado	Camino Union	Camino Science and Natural Resources Charter*	06/02/17	Beyond Authority
El Dorado	Camino Union	Camino Science and Natural Resources Charter*	06/02/17	Beyond Authority
Fresno	Clovis Unified	Clovis Online Charter (Sunnyside-Herndon)*	06/05/17	Beyond Authority
Fresno	Clovis Unified	Clovis Online Charter (Sunnyside-Herndon)*	06/05/17	Beyond Authority
Fresno	Clovis Unified	Clovis Online Charter (Fowler-Herndon)*	06/05/17	Beyond Authority
Fresno	Clovis Unified	Clovis Online Charter (Fowler-Herndon)*	06/05/17	Beyond Authority
Fresno	Kings Canyon Unified	Reedley Middle College High *	06/05/17	Beyond Authority
Fresno	Sanger Unified	Hallmark Charter*	06/05/17	Beyond Authority
Fresno	Sanger Unified	Hallmark Charter*	06/05/17	Beyond Authority
Imperial	Imperial County Office of Education	Imperial Pathways Charter - Del Rio Campus*	06/05/17	Beyond Authority
Imperial	Imperial County Office of Education	Imperial Pathways Charter - Valley Campus*	06/05/17	Beyond Authority
Kings	Lemoore Union High	Lemoore Middle College High*	06/05/17	Beyond Authority
Los Angeles	Inglewood Unified	ICEF Inglewood Elementary Charter*	06/05/17	Beyond Authority
Los Angeles	Inglewood Unified	ICEF Inglewood Middle Charter*	06/05/17	Beyond Authority
Los Angeles	Inglewood Unified	Today's Fresh Start - Inglewood*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	Academia Avance*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	Aspire Public Schools - Aspire Centennial College Preparatory*	06/01/17	Beyond Authority
Los Angeles	Los Angeles Unified	Birmingham Community Charter High*	05/31/17	Beyond Authority
Los Angeles	Los Angeles Unified	Bright Star Secondary Charter Academy*	05/30/17	Beyond Authority
Los Angeles	Los Angeles Unified	Citizens of the World 2 (Silver Lake)*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	Citizens of the World 3 (Mar Vista)*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	Citizens of the World Hollywood Charter*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	City Charter*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	Colfax Elementary*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	Extera Public Schools #1*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	Extera Public Schools #2*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	Gabriella Charter*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	Gabriella Charter #2*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	Granada Hills Charter (Devonshire Campus)*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	Granada Hills Charter (New Media Center)*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	Grover Cleveland Charter High*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	ICEF Vista Elementary Charter Academy*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	ICEF Vista Middle Charter Academy*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	LA Promise Fund High*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	Magnolia Science Academy - 2*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	Magnolia Science Academy - 3*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	Magnolia Science Academy - 5*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	Marquez Charter*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	New Heights Charter*	05/31/17	Beyond Authority
Los Angeles	Los Angeles Unified	Palisades Charter High*	05/30/17	Beyond Authority
Los Angeles	Los Angeles Unified	Rise Kohyang Middle*	05/30/17	Beyond Authority
Los Angeles	Los Angeles Unified	Stella Elementary Charter Academy*	05/30/17	Beyond Authority
Los Angeles	Los Angeles Unified	Stella Middle Charter Academy*	05/30/17	Beyond Authority
Los Angeles	Los Angeles Unified	Synergy Charter Academy*	05/30/17	Beyond Authority
Los Angeles	Los Angeles Unified	Synergy Charter Kinetic*	05/30/17	Beyond Authority
Los Angeles	Los Angeles Unified	Synergy Charter Quantum Academy*	05/30/17	Beyond Authority
Los Angeles	Los Angeles Unified	Taft Charter High*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	Today's Fresh Start - Compton*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	USC College Preparatory - Blue Campus*	06/02/17	Beyond Authority
Los Angeles	Los Angeles Unified	USC College Preparatory - Orange Campus*	06/02/17	Beyond Authority
Los Angeles	Los Angeles Unified	Valor Academy Elementary*	05/30/17	Beyond Authority
Los Angeles	Los Angeles Unified	Vaughn Elementary School Arts Center*	04/12/17	Beyond Authority
Los Angeles	Los Angeles Unified	Vaughn High School Arts Center*	04/12/17	Beyond Authority
Los Angeles	Los Angeles Unified	Vaughn Middle School Arts Center*	04/12/17	Beyond Authority
Los Angeles	Los Angeles Unified	Westside Innovative School House Charter Community School*	06/05/17	Beyond Authority
Los Angeles	Los Angeles Unified	Westside Innovative School House Charter High*	06/05/17	Beyond Authority
Los Angeles	Long Beach Unified	Intellectual Virtues Academy High*	06/05/17	Beyond Authority

CHARTER SCHOOL FACILITIES PROGRAM (CSFP)
 Remaining Unfunded In-House CSFP Applications as of July 31, 2018
 Listed in Alphabetical Order by County

Madera	Chawanakee Unified	Minarets Charter High*	06/01/17	Beyond Authority
Napa	Napa Valley Unified	River Charter*	06/05/17	Beyond Authority
Napa	Napa Valley Unified	River Charter*	06/05/17	Beyond Authority
Napa	Napa Valley Unified	Stone Bridge Charter*	06/05/17	Beyond Authority
Nevada	Grass Valley Elementary	Grass Valley Charter*	06/05/17	Beyond Authority
Nevada	Grass Valley Elementary	Grass Valley Charter*	06/05/17	Beyond Authority
Nevada	Grass Valley Elementary	Nevada City School of the Arts*	06/01/17	Beyond Authority
Orange	Orange Unified	El Rancho Charter*	04/20/17	Beyond Authority
Riverside	Perris Elementary	Innovative Horizons Charter School at Nan Sanders*	06/05/17	Beyond Authority
Riverside	Perris Elementary	Innovative Horizons Charter School at Nan Sanders*	06/05/17	Beyond Authority
Riverside	Riverside County Office of Education	Riverside County Education Academy*	06/05/17	Beyond Authority
Sacramento	Elk Grove Unified	Elk Grove Charter School*	06/05/17	Beyond Authority
Sacramento	Natomas Unified	Westlake K-8 Charter*	05/22/17	Beyond Authority
Sacramento	Sacramento City Unified	Aspire Public Schools - Aspire Capitol Heights Academy*	06/01/17	Beyond Authority
Sacramento	Sacramento City Unified	Capitol Collegiate Academy*	06/05/17	Beyond Authority
Sacramento	San Juan Unified	California Montessori Project - San Juan Campus (Orangevale)*	06/05/17	Beyond Authority
Sacramento	San Juan Unified	Golden Valley Orchard Charter*	06/05/17	Beyond Authority
Sacramento	San Juan Unified	Golden Valley River Charter*	06/05/17	Beyond Authority
Sacramento	Twin Rivers Unified	Creative Connections Arts Academy*	06/05/17	Beyond Authority
Sacramento	Twin Rivers Unified	Creative Connections Arts Academy*	06/05/17	Beyond Authority
Sacramento	Twin Rivers Unified	Smythe Academy*	06/05/17	Beyond Authority
Sacramento	Twin Rivers Unified	Smythe Academy*	06/05/17	Beyond Authority
Sacramento	Twin Rivers Unified	Westside Preparatory Academy*	06/05/17	Beyond Authority
Sacramento	Twin Rivers Unified	Westside Preparatory Academy*	06/05/17	Beyond Authority
San Benito	Hollister Elementary	Navigator Schools - Hollister Preparatory*	06/05/17	Beyond Authority
San Benito	Hollister Elementary	Navigator Schools - Hollister Preparatory*	06/05/17	Beyond Authority
San Diego	Chula Vista Elementary	Arroyo Vista Charter*	06/05/17	Beyond Authority
San Diego	Chula Vista Elementary	Chula Vista Learning Community*	06/05/17	Beyond Authority
San Diego	Chula Vista Elementary	Chula Vista Learning Community*	06/05/17	Beyond Authority
San Diego	Chula Vista Elementary	Discovery Charter*	06/05/17	Beyond Authority
San Diego	Chula Vista Elementary	Discovery Charter*	06/05/17	Beyond Authority
San Diego	Chula Vista Elementary	Feaster Charter*	06/05/17	Beyond Authority
San Diego	Chula Vista Elementary	Feaster Charter*	06/05/17	Beyond Authority
San Diego	Chula Vista Elementary	Mueller Charter*	06/05/17	Beyond Authority
San Diego	Chula Vista Elementary	Mueller Charter*	06/05/17	Beyond Authority
San Diego	Grossmont Union High	Liberty Charter High *	06/05/17	Beyond Authority
San Diego	San Diego Unified	Health Sciences High and Middle College*	05/18/17	Beyond Authority
San Diego	San Diego Unified	Innovations Academy*	05/18/17	Beyond Authority
San Diego	San Diego Unified	Museum School*	05/18/17	Beyond Authority
San Diego	South Bay Union	Nestor Charter*	06/05/17	Beyond Authority
San Joaquin	New Jerusalem Elementary	Delta Charter School*	06/05/17	Beyond Authority
San Joaquin	Stockton Unified	Aspire Public School - Aspire APEX Academy*	06/01/17	Beyond Authority
San Joaquin	Tracy Unified	Tracy Learning Center - Discovery Charter*	06/05/17	Beyond Authority
San Mateo	San Carlos Elementary	Charter Learning Center*	06/02/17	Beyond Authority
San Mateo	San Carlos Elementary	Charter Learning Center*	06/02/17	Beyond Authority
Santa Clara	East Side Union High	Alpha Public Schools - Cindy Avitia High *	06/05/17	Beyond Authority
Santa Clara	Gilroy Unified	Navigator Schools - Gilroy Preparatory*	06/05/17	Beyond Authority
Shasta	Enterprise Elementary	Pace Academy*	06/05/17	Beyond Authority
Shasta	Enterprise Elementary	Pace Academy*	06/05/17	Beyond Authority
Solano	Vallejo Unified	MIT Academy Middle School *	05/22/17	Beyond Authority
Solano	Vallejo Unified	MIT Academy Middle School *	05/22/17	Beyond Authority
Sonoma	Old Adobe Union	Loma Vista Immersion Academy*	06/05/17	Beyond Authority
Sonoma	Petaluma City Elementary	Live Oak Charter*	06/05/17	Beyond Authority
Sonoma	Sebastopol Union	Sebastopol Independent Charter*	06/05/17	Beyond Authority
Sonoma	Twin Hills Union	Twin Hills Charter Middle School*	05/26/17	Beyond Authority
Sonoma	Windsor Unified	Cali Calmecac Language Academy*	05/25/17	Beyond Authority
Sonoma	Windsor Unified	Cali Calmecac Language Academy *	05/25/17	Beyond Authority
Ventura	Ventura Unified	Ventura Charter School*	05/26/17	Beyond Authority
Yolo	Washington Unified	Washington Middle College High School*	06/05/17	Beyond Authority

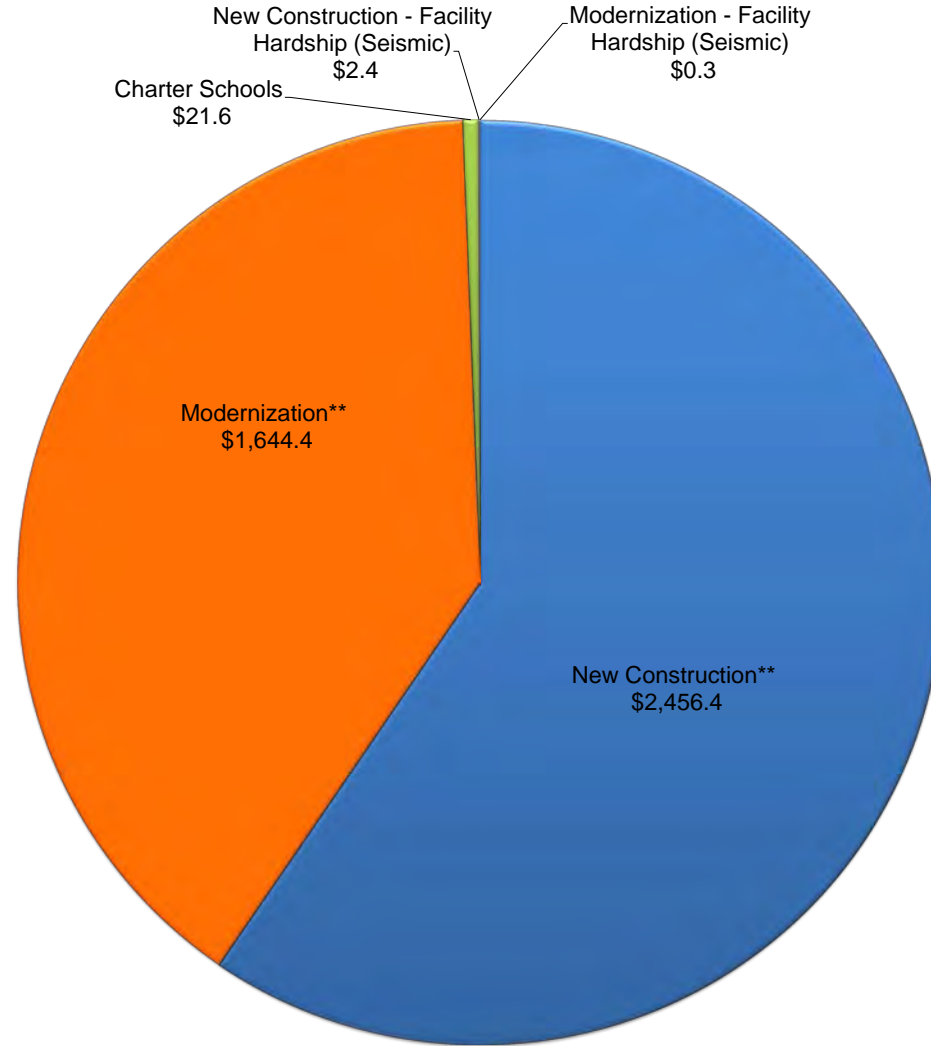
*CSFP applications that did not receive a Preliminary Charter School Apportionment will be retained through the end of 2018 to enable the Board to continue awarding Preliminary Charter School Apportionments during that time, provided additional bond authority returns. Applications on this list will require a complete review by OPSC and the California School Finance Authority to be eligible for funding.

SFP APPLICATIONS
 Overcrowding Relief Grant - School Facilities Program
 - Workload as of July 31, 2018 -

District	County	Site	Application Number	50-04 Date Received	ORG State Share	Status
Covina Valley Unified	Riverside	Sierra Vista Middle	56/64436-01-001*	7/29/2013	\$ 4,311,517	Beyond Authority
Chaffey Joint Union	San Bernardino	Ontario High	56/67652-00-003*	7/25/2013	\$ 8,739,582	Beyond Authority
					\$ 13,051,099	

* Overcrowding Relief Grant applications received by OPSC for the 2013 Filing Round. OPSC has not yet reviewed the total grant requested and the total number of projects exceed available bond authority. Placement on this list does not confirm funding.

School Facility Program Applications within Bond Authority*
- in millions of dollars, as of July 31, 2018 -



*The projects on this report only represents completed applications that are awaiting Office of Public School Construction (OPSC) processing and scheduling to the State Allocation Board. It does not reflect the OPSC's complete workload or guarantee the project is within available bond authority.

** Includes Facility Hardship Non-Seismic applications.

This list includes future workload that is identified as:

- Pending reflects workload that has been processed by OPSC but awaiting further information/documentation from the district.
- Reviewing reflects currently being processed by OPSC.

INFORMATION ITEM

**FACILITY HARDSHIP/REHABILITATION APPROVALS WITHOUT
FUNDING**

As of June 27, 2018

FACILITY HARDSHIP/REHABILITATION APPROVALS WITHOUT FUNDING

As of June 27, 2018 State Allocation Board

FACILITY HARDSHIP

<i>School District</i>	<i>County</i>	<i>Program</i>	<i>Application Number</i>	<i>School Site Name</i>	<i>SAB Approval Date</i>	<i>Funding Application Due Date</i>	<i>Estimated State Grant</i>
Somis Union	Ventura	Facility Hardship	51/72611-00-001	Somis Elementary	10/17/2016	9/20/2018	TBD
Mountain Valley USD	Trinity	Facility Hardship	51/75028-00-002	Hayfork High	8/23/2017	4/23/2019	\$ 7,925,667*
Muroc JUSD	Kern	Facility Hardship	51/63685-00-001	Desert Junior-Senior High	6/23/2018	11/25/2019	\$ 5,955,850*
Estimated Total Need (State Share)							\$ 13,881,517

REHABILITATION

<i>School District</i>	<i>County</i>	<i>Program</i>	<i>Application Number</i>	<i>School Site Name</i>	<i>SAB Approval Date</i>	<i>Funding Application Due Date</i>	<i>Estimated State Grant</i>
West Contra Costa	Contra Costa	Seismic Mitigation	58/61796-00-003	Crespi Junior High	10/17/2016	2/24/2018	\$ 943,871
Muroc JUSD	Kern	Seismic Mitigation	58/63685-00-001	Desert Junior-Senior High	6/23/2018	11/25/2019	\$ 961,580*
Estimated Total Need (State Share)							\$ 1,905,451

Facility Hardship and Rehabilitation Estimated Total Need (State Share)							\$ 15,786,968
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*These projects have received design apportionments which are included in the Estimated State Grant amount.

Section 1859.81. Financial Hardship.

Except for Joint-Use Projects and Career Technical Education Facilities Projects, a district is eligible for financial hardship to fund all or a portion of its matching share requirement after demonstrating the requirements of (a), (c), and (d) below:

- (a) The district is financially unable to provide all necessary matching funds for an eligible project. To determine this, an analysis shall be made of the district's financial records by the OPSC including data and records maintained by the CDE and the County Office of Education. The analysis shall consist of a review of the district's latest Independent Audit regarding funds available from all capital facility accounts, including, but not limited to, developer fees, funds generated from capital facility certificates of participation, federal grants, redevelopment funds, sale proceeds from surplus property, the appraised value of facilities approved for replacement pursuant to Section 1859.82, bond funds either encumbered, unencumbered or authorized but unsold, and savings from other SFP projects. All funds thus identified that have not been expended or encumbered by a contractual agreement for a specific capital outlay purpose prior to the initial request for financial hardship status shall be deemed available as a matching contribution.

After the initial request for financial hardship status is granted, no further encumbrances will be approved by the OPSC and all prospective revenue made available to the district's capital facility accounts shall be deemed available as matching contribution on the subsequent financial hardship review, with the exception of:

- (1) Approved interim housing expenditures.
- (2) Funding to pay for previously recognized multi-year encumbrances approved at the initial financial hardship approval.
- (3) Funding that is transferred into a Special Reserve Fund and is used for the express purpose of the Federal Renovation Program when the amount expended out of that fund does not exceed the maximum Federal Renovation Grant amount.
- (4) Funding that is transferred into a Special Reserve Fund and is used for the express purpose of the School Facilities Needs Assessment Grant Program or Emergency Repair Program when the amount expended out of that fund does not exceed the maximum grant amount apportioned.
- (5) Funding that is transferred into a Special Reserve Fund and is used for the express purpose of the Career Technical Education Facilities Program when the amount expended out of that fund does not exceed the applicant's share of the maximum grant amount apportioned.
- (6) Funding that is transferred into a Special Reserve Fund and used for the express purpose of the Overcrowding Relief Grant when the amount expended out of that fund does not exceed the amount of the site acquisition and design costs of the project and the district has submitted an approved Form SAB 50-11.
- (7) Funding that is used for the express purpose of reimbursing the State a proportionate share of financial hardship received when there has been a transfer of a special education program and title to the facility. In addition, the funding was used within five years of the title transfer.
- (8) Funding to pay for obtaining a structural report pursuant to Section 1859.82 for an approvable and funded seismic mitigation project.
- (9) All other capital facility funding for a period of three years when no subsequent financial hardship request is made during this period, with the exception of the funding identified in (6). The three-year period begins with the date of the most recent financial hardship new construction or modernization adjusted grant funding apportionment.

When Overcrowding Relief Grant funding is set aside pursuant to (6) and the School District has not submitted, or the OPSC has not accepted, a Form SAB 50-04 for an Overcrowding Relief Grant within three years from the date of deposit into the Special Reserve Fund, or the School District has not met the requirements in Sections 1859.90 or 1859.105, remaining funds plus interest accrued at the Pooled Money Investment Board rate at that time period shall be deemed available as matching contribution on a subsequent financial hardship project or be captured through an audit adjustment pursuant to Section 1859.106.

The financial hardship analysis is subject to approval by the Board.

(b) From the funds deemed available as a matching contribution, the district may retain \$19,776 per classroom in each enrollment reporting period for the cost to provide interim housing for the currently unhoused pupils of the district. The amount shown shall be adjusted annually in the manner prescribed in Section 1859.71. The number of classrooms needed for interim housing for the currently unhoused pupils shall be the sum of the positive numbers determined in (b)(7) as follows:

- (1) Determine the current enrollment of the district by grade level as shown on the latest Form SAB 50-01.
- (2) Determine the New Construction Grants apportioned by grade level for all SFP projects and LPP funded under the provisions of Sections 1859.12 or 1859.13 where the district has submitted Form SAB 50-06 indicating that the project is 100 percent complete.
 - (1) Subtract (b)(2) from (b)(1).
 - (2) Determine the number of classrooms by grade level reported in Part 1, Line 8 on Form SAB 50-02.
 - (3) Multiply the classrooms determined in (b)(4) by 25 for K-6, 27 for 7-12, 13 for Non-Severe and 9 for Severe.
 - (4) Subtract the product determined in (b)(5) from the difference determined in (b)(3) by grade level.
 - (5) Divide the difference by grade level determined in (b)(6) by 25 for K-6, 27 for 7-12, 13 for Non-Severe and 9 for Severe and round up to the nearest whole number.

From the funds deemed available as a matching contribution, the district may also retain \$19,776 per portable toilet unit in each reporting period for the cost to provide necessary interim toilet facilities for the currently unhoused pupils of the district. The amount shown shall be adjusted annually in the manner prescribed in Section 1859.71. The number of toilet facilities needed for interim housing shall be the sum of the positive numbers determined in (b)(7) divided by eight rounded up to the nearest whole number.

From the funds deemed available as a matching contribution, the district may also retain \$19,776 per classroom in each reporting period for the cost to provide necessary interim housing for the currently unhoused pupils displaced as a result of a SAB approved seismic mitigation project pursuant to Section 1859.82. The amount shown shall be adjusted annually in the manner prescribed in Section 1859.71. The number of classrooms needed for interim housing shall be the quotient of the displaced pupils by 25 for K-6, 27 for 7-12, 13 for Non-Severe and 9 for Severe and round up to the nearest whole number.

If the district's available funds, as determined by the OPSC analysis less costs for interim housing, is less than its matching share, the district will be deemed to have met the requirements of this Subsection.

- (c) The district has made all reasonable efforts to fund its matching share of the project by demonstrating it is levying the developer fee justified under law or an alternative revenue source equal to or greater than the developer fee otherwise justified under law at the time of request for hardship and the district meets at least one of the following:
- (1) The current outstanding bonded indebtedness of the district issued for the purpose of constructing school facilities in accordance with Education Code Section 17072.35 or 17074.25 as appropriate, at the time of request for financial hardship status, is at least 60 percent of the district's total bonding capacity. Outstanding bonded indebtedness includes that part of general obligation bonds, Mello-Roos Bonds, School Facility Improvement District Bonds and certificates of participation which the district is paying a debt service that was issued for capital outlay school facility purposes.
 - (2) The district had a successful registered voter bond election for at least the maximum amount allowed under Proposition 39 within the previous two years from the date of request for financial hardship status. The proceeds from the bond election that represent the maximum amount allowed under the provisions of Proposition 39 must be used to fund the district's matching share requirement for SFP project(s).
 - (3) It is a County Superintendent of Schools.
 - (4) The district's total bonding capacity at the time of the request for financial hardship status is \$5 million or less.
 - (5) Other evidence of reasonable effort as approved by the SAB.

If the district's request for financial hardship status is denied by the Board, the district may be deemed eligible for rental payments of \$2,000 per year per classroom under the Emergency School Classroom Law of 1979 for a two year period when

relocatable classroom buildings are available and the district provides financial documentation that it is unable to afford the full rental amount and any other information satisfactory to the Board that the rental reduction is necessary. The number of classrooms eligible for the \$2,000 rental payments shall be the sum of the numbers determined in (c)(5)(B) as follows:

- (A) Determine the number of pupils by grade level that the district requested a New Construction Grant on the Form SAB 50-04 that were denied financial hardship status.
- (B) Divide the number by grade level determined in (c)(5)(A) by 25 for K-6, 27 for 7-12, 13 for Non-Severe and 9 for Severe and round up to the nearest whole number.
- (d) The district has not signed a contract for acquisition or construction of classrooms that replace existing facility(ies), which were included in the determination of the district's new construction eligibility pursuant to Education Code Section 17071.75, in a locally funded project during the five-year period immediately preceding the district's application for financial hardship assistance. This restriction may be lifted if the Board finds that unforeseen and extenuating circumstances existed that required the district to use local funds to replace the facility(ies).
- (e) If the district meets the financial hardship requirements in this Section, the amount of financial hardship is equal to the district's matching share less funds deemed available in (a).
- (1) Once a district has been notified by OPSC that it meets the requirements of financial hardship in this Section, the district may file Form SAB 50-04 under the provisions of financial hardship anytime within a period of 180 calendar days from the date of the OPSC notification.
- (2) If the district does not submit Form SAB 50-04 under the provisions of financial hardship within 180 calendar days of the OPSC notification of approval of financial hardship status, the district must re-qualify for financial hardship status under the provisions of this Section by submittal of a new request for financial hardship status.
- (3) If the project(s) has been included on an unfunded list for more than 180 calendar days, a review of the district's funds pursuant to (a) will be made to determine if additional district funds are available to fund the district's matching share of the project(s).

Financial hardship approval status by the OPSC for a separate design and/or site apportionment does not apply to any subsequent funding for the project(s).

- (f) If the district submits Form SAB 50-04 within 180 calendar days of the OPSC notification of approval of financial hardship and the project(s) has been included on the "Unfunded List (Lack of AB 55 Loans)" for more than 180 calendar days as a result of the State of California's inability to provide interim financing from the Pooled Money Investment Account (AB 55 loans), the Board may suspend the unfunded review requirement as defined in Regulation Section 1859.81(e). Projects added to any other unfunded list shall be subject to the review detailed in Regulation Section 1859.81(e). Regulation Section 1859.81(f) shall become inoperative July 1, 2011.
- (g) A project added to an unfunded list on or after July 1, 2011 will be subject to the review detailed in section (e)(3). For projects added to an unfunded list between February 25, 2009 and June 30, 2011, only the district's financial records on or after July 1, 2011 will be considered in calculating any adjustment to the district's matching share.
- (h) On or after September 22, 2017, a district may submit a request for funding in advance of obtaining a determination of Financial Hardship.
 - (1) To be considered for Financial Hardship, the district must check the box on the Form SAB 50-04 requesting Financial Hardship pursuant to this subsection when submitting a request for funding.
 - (2) Prior to processing an application OPSC will notify the district in writing to submit the necessary documentation for a Financial Hardship analysis pursuant to (a), (b), (c) and (d). OPSC will not accept any documents for a Financial Hardship analysis in advance of the notification. Failure to submit the requested documentation within 60 calendar days of OPSC's notification will result in either a. or b.:
 - a. District may amend their Form SAB 50-04 to exclude the request for Financial Hardship determination.
 - b. OPSC will return the request for funding and related materials to the district.
 - (3) Upon notification of Financial Hardship approval, any Form SAB 50-04 processed within 180 calendar days of the approval date will be included in the approval.
 - (4) For any Form SAB 50-04 processed more than 180 calendar days after the date of the Financial Hardship approval the district shall re-qualify for Financial Hardship status.

Note: Authority cited: Sections 17070.35, 17075.15, 17078.72 and 17592.73, Education Code.

Reference: Sections 17071.75, 17075.10, 17075.15, and 17079.20, Education Code.