

PROPOSITION 39 CHARTER FACILITIES USE AGREEMENT

BY AND BETWEEN

MT. DIABLO UNIFIED SCHOOL DISTRICT AND
MT. DIABLO FLEX CHARTER SCHOOL

DRAFT

DRAFT

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2011, by and between the Mt. Diablo Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Flex Public Schools, a California nonprofit public benefit corporation that operates Mt. Diablo Flex Charter School ("Charter School"). The District and the Charter School are collectively referred to herein as "the parties."

RECITALS

WHEREAS, the Charter School is a non-profit public benefit corporation that is operating a charter authorized by the County Office of Education;

WHEREAS, pursuant to the requirements of California Education Code section 47614 and its implementing regulations (also known as "Proposition 39"), the Charter School has made a written request for facilities for the 2011-2012 school year, a true and correct copy of which is attached as Exhibit A and hereby incorporated by reference; and

WHEREAS, pursuant to the requirements of Proposition 39 and its implementing regulations the District Board of Education has made a written offer to provide the Charter School with facilities for its in-district students, a true and correct copy of which is attached as Exhibit B and hereby incorporated by reference, and the Charter School has accepted the terms of that offer; and

WHEREAS, the parties desire to set forth the terms and conditions pursuant to which the Charter School will occupy classrooms and use facilities (the "Dedicated Space") at the District's Glenbrook Middle School Campus (the "Site"), located at 2351 Olivera, Concord, CA 94520, sharing the Site with Glenbrook Middle School (the "District School"), commencing with the 2011-2012 school year. See Exhibit C for a detailed description of the Dedicated Space.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

Section 1. Use of Dedicated Space. The District agrees to allow the Charter School exclusive use of the Dedicated Space (see Exhibit C), for the sole purpose of operating the Charter School educational program in accordance with the Charter School's charter. The Charter School's right to exclusive use of the Dedicated Space shall be coterminous with the term of this Agreement and shall be for the 2011-2012 school year only. Upon the termination of this Agreement, the right to exclusive use and occupation of the Dedicated Space and the facilities and equipment thereon shall revert to the District subject, to the parties' negotiation of a successor Agreement, if necessary, containing the terms of the District's provision of facilities to the Charter School in accordance with the provisions of Proposition 39. As titleholder to the Dedicated Space and the facilities and equipment located thereon, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Dedicated Space, facilities and equipment for District services.

The Charter School shall comply with District policies and/or practices regarding the operations and maintenance of the facilities, furnishings, and equipment.

Although the Charter School shall have the exclusive use to a portion of the Dedicated Space, Charter School agrees to comply with the provisions of the Civic Center Act (Education Code section 38131 et seq.) and District Board Policy and Administrative Regulations in making use of the facilities accessible to members of the community. The Charter School shall inform the District in writing of its scheduled events outside of the regular school day as soon as reasonably possible. The District shall work with the Charter School to schedule access and make every effort not to schedule access by members of the community to the Site in such a manner as to interfere with Charter School events.

Pursuant to the requirements of Proposition 39, the allocation of space as set forth in this Section is based upon an assumption of 121 in-district ADA for the 2011-2012 school year. Future requests for additional facilities based on enrollment increases may be made in the manner specified in Section 11969.9 of the Proposition 39 regulations (Cal. Code Regs., tit. 5, § 11969.9.)

The parties agree that the provision of facilities pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities to Charter School under Education Code section 47614 and the Proposition 39 regulations for the 2011-2012 school year.

Section 2. Shared Space. The District hereby grants to the Charter School the right to joint use of the following "Shared Space" solely for the purposes set forth in the Charter School's charter and on the terms and conditions set forth herein:

COMMON HALLWAYS: The District shall allow the Charter School students to use common hallways, to the extent necessary, for ingress and egress to the Charter School Dedicated Space described herein and to other shared spaces. Said use of common hallways by the Charter School students shall be pursuant to a set schedule and under the supervision of a Charter School employee.

PARKING: The District shall allow Charter School staff and faculty to access the employee parking at Glenbrook Middle School Campus on the same basis as that permitted to District employees. The District shall make parking available for Charter School staff and visitors on the same basis as that permitted to other schools on the Glenbrook Middle School Campus. The District shall distribute the number of parking spaces equitably between the Charter School and the District School.

ATHLETIC FACILITIES: The District shall allow the Charter School to schedule supervised student use of the Glenbrook Middle School Campus gymnasium, locker rooms, and outdoor sports facilities including, the turf field that can be used for volley ball, baseball or soccer so that the Charter School will provide its own Physical Education programs within the school day using these shared spaces. The Charter School shall coordinate with the Principal at Glenbrook to schedule its use of said athletic facilities for Physical Education.

MULTI-USE ROOM: The District shall allow the Charter School to schedule supervised student use of the Glenbrook Multi-Use Room. The Charter School shall coordinate with the Principal at Glenbrook to schedule its use of said Multi-Use Room.

COORDINATING SHARED USE: Charter School use of the parking area, shared bathrooms, athletic facilities, Multi-Use Room shall be coordinated through the Principal at Glenbrook with the assistance of the District's Facilities Department. A clear and reasonable process shall be developed and adopted prior to the start of school in August 2011. The District shall provide the Charter School with appropriate keys to access shared space no fewer than seven days prior to the start of school in August 2011. The Charter School will notify the District's General Counsel in writing by August 1, 2011 of any concerns regarding either access to keys or coordination of use for the shared space.

STUDENT DISCIPLINE: The Principal of Glenbrook and Principal of the Charter School will collaborate to resolve any student disciplinary issues that involve students and/or property of both the Charter School and other District programs. The District shall otherwise have no responsibility as it relates to student discipline of Charter School students.

EMERGENCY: The principal of the Charter School and the principal of the District School shall immediately inform one another or their designees of any health and/or safety emergency as they relate to the safety of the schools on Site. This includes reports of any serious incident that takes place on the Glenbrook Middle School Campus where the police, fire department, or paramedics are involved, including, but not limited to, incidents of physical or sexual abuse, bomb threats, weapons on the school Site, and the sale of narcotics on the school Site. Charter School staff, faculty, and students shall cooperate with, and participate in, any lockdowns or exigent security procedures required by the District at the Glenbrook Middle School Campus.

The Charter School will be notified two operating days in advance of scheduled fire drills and emergency drills on the Glenbrook Middle School Campus which may disrupt the Charter School and its operations. The Charter School will provide notification two operating days in advance to the District School of scheduled fire drills and emergency drills on the Glenbrook Middle School Campus which may disrupt the District School and its operations.

Fire and other security and emergency alarm testing will be limited to after-school hours or non-teaching/training days. The principal of the Charter School and the principal of the District School shall meet in September to identify appropriate dates and times through the year for these tests.

Section 3. Facility & Amenities – Occupancy & Use.

FURNISHINGS AND EQUIPMENT: The District shall provide, in accordance with the Proposition 39 regulations, furnishings, and equipment at the Site. These furnishings and equipment shall remain the property of the District. The furnishings and equipment provided shall be equivalent to those furnishings and equipment provided in the comparison group of schools in accordance with 5 C.C.R. Section 11969.3. The District and the Charter School shall develop a mutually agreeable inventory of the furnishings and equipment that will be located at the Site.

BATHROOMS: The Dedicated Space shall include ___ student bathrooms and ___ staff bathrooms. In addition, the Charter School students and staff shall have equal access to bathrooms in the shared space as determined by the District.

SECURITY: The Dedicated Space shall be wired to the Glenbrook Middle School Campus alarm system. The Charter School shall be responsible for costs incurred due to false alarms and security breaches that are related to the Dedicated Space. The Charter School shall operate a closed campus and cooperate with the

District on security issues. If there is a fire at the property, the Charter School shall immediately notify the District but no later than within one business day.

EMERGENCY: In an emergency, including if the Space is destroyed or damaged in any material way, the District reserves the right to temporarily interrupt the Charter School's use of the Space, or any Glenbrook Middle School Campus facilities or systems.

CUSTODIAL: The Charter School is responsible securing custodial services for its Dedicated Space and for ensuring said space is cleaned regularly.

Section 4. Reimbursement: In the event that the space allocated to the Charter School is considered "over allocated" in accordance with 5 C.C.R. Section 11969.8, the Charter School shall follow the notification and reimbursement procedures outlined in 5 C.C.R. Section 11969.8.

Section 5. Term. The term of this Agreement shall begin on its date of execution and shall end on June 30, 2012.

Notwithstanding the term of this Agreement, the Charter School's right to renew this Agreement shall be subject to compliance with the annual notification requirements of Education Code section 47614 and 5 C.C.R. sections 11969 et seq. and compliance with the terms of this Agreement. Upon timely notification of the Charter School's facilities needs in accordance with 5 C.C.R. sections 11969 et seq., the parties shall amend the terms of this Agreement, if necessary, and the parties shall execute a new Agreement. The District reserves the right to provide alternative facilities at the end of the term of this Agreement that meet the requirements of Prop. 39, and makes no guarantee that the Dedicated Space will be available for any additional term beyond the current term.

Section 6. Termination. In the event of termination or revocation of Charter School's charter or the cessation of Charter School's operations for any reason, this Agreement will terminate once Flex has exhausted its statutory and judicial appeals. During the appeal process, the Charter School shall remain liable for installment payments on the schedule indicated below.

Section 7. Fees and Payment.

A. The District shall charge the pro rata share amount referred to in Education Code section 47614(b)(1). The Charter School and the District agree that the total pro rata share amount payment shall be \$ 78,874.87 for the 2011-2012 school year.

B. The District will invoice the Charter School and the Charter School will make installment payments on this invoiced amount payable to "Mt. Diablo Unified School District" and delivered to the District's Chief Financial Officer according to the following schedule:

- 25% by September 1, 2011;
- 25% by December 31, 2011;
- 25% by March 31, 2012;
- 25% by June 30, 2012.

C. The Charter School may choose to prepay any of the installment payments without incurring a prepayment penalty from the District.

D. Charter School payments of undisputed amounts that are more than 30 calendar days late arriving at the District will incur a one (1%) percent per month interest charge on the balance.

E. The District will deduct from subsequent transfer payments payable to the Charter School any undisputed scheduled payment amount due from this Agreement, plus interest charges, that is more than 60 calendar days past due.

F. The Fees are detailed in Exhibit C, Table I attached to this agreement.

H. The Fee does not include, among other items, the cost of computers, computer lab, laptop carts, server equipment, audio-visual equipment, custodial, or campus security.

I. The Fee does not include internet service, phone service which costs the District is not able to disaggregate from its total internet and phone service costs. The cost of these items will be billed _____.

J. Either the Charter School or the District may call, at any time, for a meeting to discuss adjustments or reconciliation of these figures whenever there is reason to believe that these estimates do not reflect actual amounts owing.

K. If the Charter School disputes any fee or charge, it shall send written notification to the District. The Charter School has the right to submit the issue for resolution in accordance with the dispute resolution procedures outlined herein. Pending resolution of any dispute resolution procedures relating to the fee or charge, the Charter School shall only be required to continue paying any undisputed amount. Upon resolution of the dispute relating to the fee or charge, and based upon the ultimate resolution thereof, the Parties shall reconcile the amounts owed. The Charter School withholding disputed funds in not grounds for revocation.

Section 8. Utilities. The Charter School shall be solely responsible for the cost of all utilities used or consumed by the Charter School on the Site. With respect to internet connectivity, the Charter School shall assume use of the pre-existing 5 Mbps and the District shall bill the Charter School for the use of such line on a scheduled yet to be determined. The Charter School shall obtain its own internet service provider and shall reimburse the District on a scheduled yet to be determined for the District's upkeep and maintenance of all. The cost of the District's upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware the Charter School uses has not been included in the calculation of the pro rata share. The Charter School will be billed on a scheduled yet to be determined for its pro rata share of the total Glenbrook Middle School Campus utilities costs where billing is unable to be done separately.

The District confirms that the telephone and internet systems at Glenbrook are in good working order. The District also confirms that it is not aware of any problems with this infrastructure.

The District shall be excused from performance and shall not be liable if: (a) there is an interruption in utilities services caused by circumstances beyond the District's control; or (b) there occurs any failure or defect in the District's physical plant or utility lines, whether or not attributable to the District. In the event of such interruption, failure or defect, the District shall make reasonable attempt(s), unless economically impracticable in the District's reasonable judgment, to restore such utility service(s). The reasonable cost of

repair or maintenance of a physical plant or utility lines attributable to the Charter School shall be considered to be a reasonable maintenance cost for which the District shall bear liability.

Section 9. Maintenance. Facilities, furnishings, and equipment provided to the Charter School shall remain the property of the District. The ongoing operations and routine maintenance of the facilities and equipment is the responsibility of the Charter School. Projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with District schedules and practices shall remain the responsibility of the District. The Charter School may purchase operations and maintenance services from the District as provided in a separate written agreement.

The District shall be responsible for the major maintenance of the facilities used by the Charter School. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be considered routine maintenance.

Section 10. Installation of Improvements. The Charter School shall not construct or install any improvements on the Dedicated Space or otherwise alter the Dedicated Space without the prior written consent of the District, and if required, the Division of the State Architect. The District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at District's sole and absolute discretion, and District may disapprove of such improvements without reason. Contractors retained by the Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to charter schools, including buildings codes and prevailing wage laws. The District or the District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.

Section 11. Condition of Property. The Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Dedicated Space, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The Charter School shall not be responsible for any and all environmental conditions that existed prior to the Charter School's occupancy of the Dedicated Space. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of execution of this Agreement. The Charter School shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvement made by the Charter School.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Dedicated Space due to the Charter School's use and occupancy thereof, the Charter School, at its expense, shall be obligated to clean all the property affected, to the satisfaction of the District and any governmental agencies having jurisdiction over the Dedicated Space.

Section 12. Title to Property. The parties acknowledge that title to the Dedicated Space is held by the District and shall remain in the District at all times.

Section 13. Fingerprinting. The Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. Verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements shall be provided in writing to the District prior to each individual's commencement of employment or participation in any activity of the Charter School on the Dedicated Space and prior to permitting contact with District pupils.

The District shall require all District personnel who are reasonably likely to be unsupervised around Flex students to undergo criminal background checks pursuant to Education Code Section 45125.1

Section 14. Insurance.

14.1 Property and Liability. The Charter School's board shall ensure that the Charter Schools retain appropriate property and liability insurance coverage. General liability insurance shall be in the amount of five million dollars (\$5,000,000.00) occurrence based. Property coverage shall be for replacement value. The amount of such insurance may be reviewed and revised by mutual agreement. The District shall be named as additional insured on this policy. A copy of all required insurance policies evidencing the District named as an additional insured shall be provided to the District within two (2) weeks of the effective date of this Agreement.

14.2 Insurance Policies. The aforementioned minimum limits of policies shall in no event limit the liability of the Charter School hereunder. Said insurance shall be with companies having a rating of not less than "A-" in "Best's Insurance Guide." No such policy shall be cancelable or subject to reduction of coverage or other modification or cancellation except after thirty (30) calendar days prior written notice to the District by the insurer. The Charter School shall, at least twenty (20) calendar days prior to the expiration of such policies, furnish the District with renewals or binders. The Charter School agrees that if the Charter Schools does not take out and maintain such insurance, then the District may (but shall not be required to) procure said insurance on the Charter School's behalf and charge the Charter School the premiums and may recover reasonable administrative costs for procuring such insurance. The Charter School shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Charter School, provided such blanket policies expressly afford coverage to the Dedicated Space and to the Charter School, as required by this Agreement.

Section 15. Indemnification.

15.1 The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter District and District Personnel) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of the Charter School's use of the Site or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site after the District delivers possession of the Site to the Charter School. This indemnity and hold harmless provision shall exclude

actions brought by third-persons against the District arising out of the negligence or intentional acts, errors or omissions of the District and/or District Personnel.

15.2 The District shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Charter School, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter Charter School and Charter School' Personnel) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School and/or Charter School' Personnel, that may be asserted or claimed by any person, firm or entity arising out of the District's prior or current use or maintenance of the Site or from the prior or current conduct of its business or from any activity, work, or other things done, permitted or suffered by the District in or about the Site after District delivers possession of the Site to the Charter School. This indemnity and hold harmless provision shall exclude actions brought by third-persons against the Charter School arising out of the negligence or intentional acts, errors or omissions of the Charter School and/or Charter School' Personnel.

Section 16. Damage and Destruction.

16.1 If the Dedicated Space is damaged by any casualty which is covered by the insurance required to be carried by the Charter School, the District shall assess such damage and make its decisions regarding restoration, replacement, or housing of the Charter School at one or more alternate locations. The District shall make reasonable attempts to provide the Charter School reasonably equivalent alternative space(s) after the date of the damage until the repair work is completed. If the Charter School moves to the alternative space(s) provided by the District during the period of repair, there shall be no diminution of the operational cost payments during the period of restoration.

16.2 The District shall not be required to repair any injury or damage by fire or other cause, or to make any restoration or replacement of any panels, decorations, partitions, office fixtures, or any other improvements or property installed in the Dedicated Space by the Charter School or at the direct or indirect expense of the Charter School. The Charter School may restore or replace same if damaged. The Charter School shall have no claim against the District for any damage suffered by reason of any such damage, destruction, repair, or restoration.

Section 17. Access. The Charter School shall permit the District, its agents, representatives, or employees, to enter upon the Dedicated Space for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Dedicated Space. The District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants.

Section 18. Surrender of Dedicated Space. Upon the Termination Date or other termination of this Agreement, the Charter School shall peaceably quit and surrender to the District the Dedicated Space together with the Charter School improvements and all alterations approved by the District in good order and condition, except for normal wear and tear after the Charter School's having made the last necessary repair required on its part under this Agreement, and further except for any portion of the Dedicated Space condemned and any damage and destruction for which the Charter School is not responsible hereunder.

Section 19. Capacity to Sign. All parties represent and warrant that they possess all necessary capacity and authority to sign and enter into this Agreement. Each individual signing this Agreement for a

party which is a public agency, a corporation, a partnership, a limited liability company, or other legal entity, or signing under a power of attorney or as a trustee, guardian, conservator, or in any other legal capacity, represents and warrants that he or she has the necessary capacity and authority to act for, sign, and bind the respective entity or principal on whose behalf he or she is signing.

Section 20. 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 District: Office of General Counsel
1936 Carlotta Drive
Concord, CA 94519
Attn: Greg Rolen

If to the School: Mt. Diablo Flex Charter School
555 Post Street
San Francisco, CA 94102
Attn: Mark Kushner

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 business day next 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.

Section 21. Subcontract and Assignment. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other party.

Section 22. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 23. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the parties.

Section 24. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

Section 25. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the parties shall bear their own attorneys' fees and costs..

Section 26. Waiver. The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 28. Modifications. Written modifications of this Agreement may be made by mutual written agreement at any time and must express intent to modify this Agreement. Any modification of this agreement must be in writing and executed by duly authorized representatives of both parties.

Section 29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 30. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 31. Construction Nothing in this Agreement shall affect the number of positions held by or reduce the amount of work performed by District employees covered by a collective bargaining agreement with the District.

Section 32. Severability. Should any provision of this Agreement 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.

Section 33. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 34. Time is of the essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Gary Eberhart, President, Board of Education

Date

Steven Lawrence, EdD., Secretary, Board of Education

Date

APPROVED AS TO FORM:

Greg Rolan, General Counsel

Date

CHARTER SCHOOL

By: _____

Date: _____

Title: _____

DRAFT**EXHIBIT C****DRAFT****Fees, Allocation, and Payment Schedule****Table I: Annual Proposition 39 Fee
Charter School**

Proposition 39 Fee	2011-2012
Total Square Footage	
Total Agreement Fee	
Dedicated Teaching Stations	6

Payment Schedule

- 25% by September 1, 2011;
- 25% by December 31, 2011;
- 25% by March 31, 2012;
- 25% by June 30, 2012