



Board Agenda Item #	III G
Date:	11.09.2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Rasul Monoshev, MPS IT Director
RE:	MSA-8 Internet Service Provider Agreement

Proposed Board Recommendation

I move that the board approve the following:

- To award the winning bid from TPx in the total amount of \$109,800 for 36 months (The monthly service total is \$3050.00)
Please see the evaluation matrix for more information.
- Authorize Dr. Caprice Young, CEO and Superintendent, to sign the contract
- MSA Bell will be able to utilize its general funds to cover all necessary services.

Background

On June 20, 2017, LAUSD staff sent an email notification for MPS to purchase our own Internet and web filtering, thread prevention services.

We notified the Magnolia Executive team and the email exchanges and text message communications that took place from June 2017 is attached.

LAUSD is having conflict with their E-Rate application, due to the fact they are paying services for Magnolia Science Academy Bell. Since MSA Bell operates as its own LEA, LAUSD is not able to submit an E-Rate application to pay for our portion of services as it did for the past six years. Therefore, we are required to acquire our own service of phone and Internet.



We have to go through the RFP process, as there are at least three vendors specific to the zip code. In addition, estimated cost is more than \$25,000, which is the threshold amount for requiring a board approval.

RFP is posted here:

http://www.magnoliapublicschools.org/apps/pages/index.jsp?uREC_ID=284296&type=d

How Does This Action Relate/Affect/Benefit All MSAs?

n/a

In the October MPS Board Meeting, members requested more background information regarding this item.

1. Notice of LAUSD requesting Internet and Voice changes.

Based on previous email conversation, it appears that the plan to change over ISP started with Magnolia Science Academy #5 through an email from the Prop 39 Office of Los Angeles Unified School District, on August, 1st, 2016. MSA #3 and MSA#4 followed shortly.

Around the middle of 2017, email dialogue started with Nat Ornelas, Senior IT Infrastructure Project/Program Manager for LAUSD. Upon further conversation, this change relates to a program called, E-Rate. E-Rate assists schools in the effort to obtain affordable broadband. This application is open for individual schools or a school district can apply as part of a consortium. MSA Bell and LAUSD are considered two different school districts. That is the reason why LAUSD needs the Bell campus to acquire its own ISP in order to be in compliance with the program.

Series of emails are attached on the Google Drive relating to this conversation:

- <https://drive.google.com/drive/folders/0ByIPJuuEkc3wb25NaVUybHJ1S1U?usp=sharing>



2. Description of the negotiations that have been done between MPS staff and LAUSD regarding this matter.

MSA Bell has requested answers to various items relating to safety, operating as a Public School Choice campus vs. Prop 39, LAUSD board policy relating to the matter, and various other request. MSA Bell has been given time to seek out potential vendors for a competitive price quote and to account for an unexpected impact for the fiscal year 2017-18. Dr Ref Rodriguez' office was able to negotiate time for this transition. There is no set time, but it is recommended to transition over as soon as possible.

3. Previous contracts, if applicable.

Facility Usage Agreement between LAUSD and MSA Bell,

<https://drive.google.com/file/d/0ByIPJuuEkc3wS0VvN0g0djd1WXc/view?usp=sharing>

- Pg 16, B3.1....telecommunication

4. We RFPed the internet and phone service since multi-year contract would exceed the Central Office approval authority. We received three bids from ATT, Spectrum and TPx. We evaluated those bids and recommending TPx because of their customer service and the phone system product.

Budget Implications

MSA Bell requests purchase of voice, internet, and firewall for the current fiscal year. All three items are required in order to operate within the daily functions of a school site. These expenditures are all included in the 2017-18 revised budget presented to board on November 9, 2017.



Name of Staff Originator:

Rasul Monoshev, IT Director
Jason Hernandez, MSA-8 Principal

Attachments

RFP Bid Evaluation Matrix

Posted MSA 8 Internet and Phone RFP

Received bids from TPx, ATT, and Spectrum

MSA-8 Bell Facility Usage Agreement

Magnolia Internal Text Message Communications

LAUSD Notification and internal communication as well as with LAUSD Board member, Ref Rodriguez and ITD, Nat Ornelas

Received Price Quotes for MSA-8 Phone and Internet services

Internet

	Spectrum	Tpx	ATT
Internet 1GB speed / month	\$2,549.00		\$2,469.90
Functionality/specification of items(30%)	1 GB speed as requested	1 GB speed as requested	1 GB speed as requested
Vendor Qualifications(20%)	Well Qualified	Well Qualified	Well Qualified
Terms and Conditions(10%)	36 months term condition	Good	Good

Evaluation

Pricing including tax (Max 40 points)	35	40	25
Functionality/specification of items (Max 30 points)	30	30	30
Vendor Qualifications (Max 20 points)	20	20	20
Terms and Conditions (Max 10 points)	10	10	10
	95	100	85

The Winning bid is TPx

Phone

	Spectrum	Tpx	ATT
Internet 1GB speed / month	\$200.00		\$580.10
Functionality/specification of items(30%)	10 analog phone lines with free local and 30 std features	Router, with LTE backup option, the 21 deskphones and technical support	\$71.7 plus call basis pricing 10 analog phone lines with free local and 30 std features
Vendor Qualifications(20%)	Well Qualified	Well Qualified	Well Qualified
Terms and Conditions(10%)	36 months term condition	36 months term condition	Good

Evaluation

Pricing including tax (Max 40 points)	40	33	40
Functionality/specification of items (Max 30 points)	20	30	20
Vendor Qualifications (Max 20 points)	20	20	20
Terms and Conditions (Max 10 points)	10	10	10
	90	93	90

The Winning bid is TPx

Total one time charges:	\$350	\$150	Not specified
Total for both lines per month:	\$2,749.00	\$3,050.00	\$6,174.35
Total for both services for 36 month contract:	\$98,964.00	\$109,800.00	\$222,276.60



REQUEST FOR PROPOSALS FOR MSA BELL PHONE/INTERNET NEED

(Due Date – October 13th, 2017)

PURPOSE

The Magnolia Public Schools(MPS) is accepting proposals for the phone and internet services at Magnolia Science Academy(MSA) – 8. *Should there be a need for any other MPS schools listed below between dates July 1st, 2017 – June 30th, 2018, the approved vendor, services, and the price will be used:*

MSA-1	18238 Sherman Way, Reseda, CA 91335
MSA-2	17125 Victory Blvd., Van Nuys, CA 91406
MSA-3	1254 East Helmick Street, Carson, CA 90746
MSA-4	11330 West Graham Place, Los Angeles, CA 90064
MSA-5	18230 Kittridge St., Reseda, CA 91335
MSA-6	3754 Dunn Dr., Los Angeles, CA 90034
MSA-7	18355 Roscoe Boulevard, Northridge, CA 91325
MSA-8	6411 Orchard Ave., Bell, CA 90201
MSA-Santa Ana	2840 W. 1st Street, Santa Ana, CA 92703
MSA-Santa Clara	14271 Story Road, San Jose, CA 95127
MSA-San Diego	6365 Lake Atlin Ave., San Diego, CA 92119

GENERAL TERMS AND CONDITIONS FOR RFP PROPOSAL GUIDELINES

1. Each item request and guideline in the RFP must be known and properly addressed in the proposal.
2. All equipment in proposal must conform to specifications provided in the RFP.
3. The Vendor must provide terms of warranty on all products
4. The Vendor shall provide a clear breakdown of equipment and services costs.
5. The Vendor must provide an estimated timeline for product delivery.
6. Proposal must be valid for 60days.

All questions regarding the RFP should be addressed in writing to Rasul Monoshev, IT Director, rmonoshev@magnoliapublicschools.org.

PROPOSAL SUBMISSION



Proposals are to be submitted no later than 5:00 PM PST, Friday, 10/13/2017 with options below:

- Email price quote to msa8_rfp@magnoliapublicschools.org
- Mail to: Rasul Monoshev, MPS Internet and phone

Magnolia Public Schools, 250 East First St STE1500, Los Angeles, CA 90012

ACCEPTANCE/REJECTION OF PROPOSAL SUBMISSIONS

The Magnolia Public Schools reserves the right to accept or reject any and all proposals or any portion of any and all proposals at their discretion. While price is an important consideration, it will not be the sole determining factor in the selection of a Vendor. Payments will not be made nor orders submitted until after the Magnolia Public Schools Board of Directors has accepted a proposal and awarded it as the winning proposal submission. A contract will exist between the Magnolia Public Schools and the Vendor upon selection of the winning proposer.

COMPENSATION

Payment 60 days after invoice date. The payment will not be issued until after both the Vendor and Magnolia Public Schools agree that the project is complete and meets all requirements.

RFP Revisions

The Magnolia Public Schools reserves the right to modify or issue amendments to the RFP at any time. The Magnolia Public Schools also reserves the right to cancel or reissue the RFP at any time. Notices will be posted to <http://magnoliapublicschools.org>. It is the sole responsibility of the proposer to monitor the URL for posting of such information.



RFP EVALUATION

All qualified, responsive proposals will be evaluated using the following factors and weights.

Factor	Weight
Cost of products and services (required, highest weight)	40%
Functionality/completeness/specifications of proposed solution	30%
Vendor: qualifications, credentials, certifications, experience, references	20%
Contract terms and conditions	10%
Total	100.00%

EQUIPMENT & SERVICES SPECIFICATIONS

- **Item 1:**

Quantity: 1

Description:

- ✓ Fiber internet service at 1G speed

Or

Fiber Internet Service at 500M speed

- **Item 2 :**

- Voip Phones (21each)
- Voip Voice Services (7 Power Bundles/13 Connect Bundles/ 1iPBX Bundle for Conference room)
- Switch/Managed Router(SD-WAN)/4G LTE Failover



Delivery/Shipping

NOTE: No dock at this location.

Ship to Address:

Magnolia Science Academy-8 Bell

6411 Orchard Ave Bell, CA 90201



TelePacific is now TPx Communications



Kristin Robertson
Senior Business Consultant
TPx Communications

72 Corporate Drive, Irvine CA 92606 USA
tel 949.577.5558 | mobile 909.455.5348 | fax 949.777.7549

Date: October 27, 2017

Monthly Recurring Charges (1G set up)			
Service	QTY	Rate	Total
1G Internet Access	1	\$1,416.87	\$1,416.87
1G Internet Port	1	\$1,008.03	\$1,008.03
Internet Charge	1	\$45.00	\$45.00
SD-WAN Router 1000	1	\$310.00	\$310.00
4G LTE Backup	1	\$70.00	\$70.00
ITx Core w/ Vendor Management	1	\$100.00	\$100.00
Geo-location	1	\$4.95	\$4.95
Connect (basic) Bundles	13	\$20.00	\$260.00
Power (Premium) Bundles	7	\$28.00	\$196.00
iPBX Premium Bundle (Conference Room)	1	\$22.50	\$22.50
DID- Direct Dials	25	\$0.25	\$6.25
Auto Attendant- Basic	1	\$15.00	\$15.00
48 Port POW Switc Rental	1	\$41.00	\$41.00
Polycom X410 Series Phone	20	\$7.95	\$159.00

Monthly Recurring Charges (500M set up)			
Service	QTY	Rate	Total
500M Internet Access	1	\$961.87	\$961.87
500M Internet Port	1	\$262.93	\$262.93
Internet Charge	1	\$55.00	\$55.00
SD-WAN Router 1000	1	\$310.00	\$310.00
4G LTE Backup	1	\$70.00	\$70.00
ITx Core w/ Vendor Management	1	\$100.00	\$100.00
Geo-location	1	\$4.95	\$4.95
Connect (basic) Bundles	13	\$20.00	\$260.00
Power (Premium) Bundles	7	\$28.00	\$196.00
iPBX Premium Bundle (Conference Room)	1	\$22.50	\$22.50
DID- Direct Dials	25	\$0.25	\$6.25
Auto Attendant- Basic	1	\$15.00	\$15.00
48 Port POW Switc Rental	1	\$41.00	\$41.00
Polycom X410 Series Phone	20	\$7.95	\$159.00

Usage Fees			
Local	Dedicated	Minute	Total
Local Zone 1 & 2 INCLUDED	Included	Included	\$0.00
Local Zone 3 INCLUDED	included	included	\$0.00
LONG DISTANCE	Dedicated	Minute	Total
Local Toll INCLUDED	Included	Included	\$0.00
Long Distance INCLUDED	Included	Included	\$0.00

Usage Fees			
Local	Dedicated	Minute	Total
Local Zone 1 & 2 INCLUDED	Included	Included	\$0.00
Local Zone 3 INCLUDED	included	included	\$0.00
LONG DISTANCE	Dedicated	Minute	Total
Local Toll INCLUDED	Included	Included	\$0.00
Long Distance INCLUDED	Included	Included	\$0.00

TOTAL MONTHLY RECURRING CHARGES
Total Monthly Recurring Fees- Services plus Usage= \$3,050

TOTAL MONTHLY RECURRING CHARGES
Total Monthly Recurring Fees- Services plus Usage= \$2,505

TPx NON RECURRING FEES			
Service	Qty	Rate	Total
SD-WAN Router Install	1	\$100.00	\$100.00
4G LTE Install	1	\$50.00	\$50.00
Total Non Recurring Fees/ Install Fee- \$150.00			

TPx NON RECURRING FEES			
Service	Qty	Rate	Total
SD-WAN Router Install	1	\$100.00	\$100.00
4G LTE Install	1	\$50.00	\$50.00
Total Non Recurring Fees/ Install Fee- \$150.00			

E-rate Proposal for Magnolia Public Schools



To:
Rasul Monoshev
Magnolia Public Schools
6411 Orchard ave
Bell, CA 90201

From:
ANGIE HICKS, CLIENT SOLUTIONS EXECUTIVE 2
AT&T
1472 EDINGER AVE, 2097
TUSTIN, CA 92780
Office: 7146798527, Wireless: 7146798527
Email: angie.rios.1@att.com

Introduction

In response to Magnolia Public Schools', I'm providing information on an AT&T solution that may meet your requirements and qualify for E-rate funding. The solution includes the following components:

- CALNET 3 is a contract that enables California public sector entities to procure telecommunications and network services. CALNET 3 offers favorable rates and terms and conditions, and AT&T is a CALNET-qualified provider.
- IP Flexible Reach is a managed Voice over IP (VoIP) solution that provides inbound and outbound calling on your data network, giving you long distance and international calling for all your sites globally and local calling for your U.S. and Most of World (MoW) sites. IP Flexible Reach provides VoIP calling service to your data network.



CALNET 3

We recommend the State of California’s CALNET 3 contract as the best way to purchase your services. CALNET 3 is the result of a competitive bidding process. The State of California’s substantial buying power allowed it to negotiate extremely favorable rates and terms and conditions. This can benefit eligible California public sector entities, like Magnolia Public Schools, that use the contract. As a result, you can share in the aggregated buying power of the State to obtain prices significantly lower than what you may get bidding on your own.

AT&T has been a CALNET-qualified provider since the contract originated in 1998. Under the third version of the contract, CALNET 3, AT&T is the only provider authorized for all of the modules within all service categories. This means we’re uniquely qualified to provide any of the voice and data services in CALNET 3. Learn more about AT&T and CALNET 3 at <https://ebiznet.sbc.com/calnetinfoiii/>.

CALNET 3 Benefits

- No term commitment or annual revenue commitment
- Service level agreements
- Competitive rates (Most Favored Nation pricing)
- Custom billing platform with consolidated invoicing and enhanced reporting
- Custom portal program
- End-to-end solutions
- Competitively bid contract
- Ongoing reviews of rates and service to keep them competitive financially and technologically

Features and Benefits

The solution gives you the following:

- **Security Features**—enhance the confidentiality and integrity of your IP voice traffic via our highly secure IP backbone network. The AT&T VPN access option provides additional security features for your voice and data services.
- **IP Flexible Reach Enhanced Features Package Option**—adds telephone number-level features to your SIP trunking service like Call Forwarding, Find Me/Follow Me, and Account codes, as well as advanced routing and resiliency features to keep your business running. This package comes with a web-based management portal so you can quickly and simply assign and manage your users and features. The Enhanced Features Package can help you boost employee productivity, enhance disaster recovery, optimize your network, and maximize the experience of your customers.



Advantages of AT&T

Working with AT&T gives you the following advantages:

- **E-rate Experience**—AT&T has participated in the E-rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-rate knowledge, and education experience to your school or library, helping expand affordable access to advanced telecommunication services. For more information about AT&T and its participation in the E-rate program, go to www.att.com/erate and download the E-rate brochure.
- **Service and Support**—We offer you easy access to assistance, whether through online tools or by phone. You also get support and guidance from highly trained staff with years of networking experience. Our account teams, who work closely with you, are dedicated to the education industry and are well versed in the issues and challenges that today's educators face.
- **Performance**—You expect communication services that work, and we can deliver. We've made substantial investments each year to improve our technology infrastructure so that we can provide superior performance.
- **Complete Solutions**—AT&T offers a wide range of solutions. We can work with a variety of products and technologies and can assess your needs to recommend potential solutions.
- **Community Focus**—At AT&T, we're proud of our strong record of corporate citizenship. Annually, we contribute millions of dollars through corporate, foundation, and employee giving to support education and community programs.



E-rate Proposal for Magnolia Public Schools



Solution Pricing

Pricing for CALNET 3 is based on the following term: see the CALNET 3 terms and conditions for contract term information

Pricing for IP Flexible Reach is based on the following term: see the CALNET 3 terms and conditions for contract term information

Note: MRC = monthly recurring charge and NRC = non-recurring charge

Special Construction has not been considered

1GB AT&T Dedicated Internet Connection=\$6,102.65

10 Concurrent Calls at 7.17 per CC=\$71.70

Product	Service Provider Identification Number (SPIN)
CALNET 3	See table below
IP Flexible Reach	143001192



Business Access Lines

Your business telephone number will be listed at no charge with 411 Directory Assistance.

For high-speed Internet access, you can add AT&T High Speed Internet Business Edition.

Business Access Lines connect you to our central office over standard telephone wiring: two- and four-pair twisted wires. Phones, modems, and other peripherals connect to the line using standard telephone jacks and plugs.

Features

Business Access Lines gives you these features and benefits:

- **Direct provider of service**—We often provide service and support for other companies that merely buy and resell our network products and services. As an AT&T customer, you'll work directly with us to find solutions to your mission-critical communications issues. With the AT&T family of companies, you'll enjoy the simplicity of one number to call for your telecommunications needs.
- **Advanced digital network**—We own and maintain our own network, monitoring it constantly to deliver you around-the-clock quality service, even during disasters. Our all-digital network is designed to be flexible. In the unlikely event of an outage, your calls can be re-routed throughout our network—often without you even knowing there was a problem.
- **History of service**—Every business needs business local phone service, but most other providers can't match our years of experience. The AT&T family of companies has a strong balance sheet and has provided local phone service to businesses for more than a century. Make no mistake: we're here to stay.

Options

The following options are available with Business Access Lines:

- **Flat Rate Service (Southeast and Southwest regions, Indiana, and Nevada)**—With Flat Rate Service, you pay the same amount each month regardless of how often you call within your local area. Toll charges will apply for calls made outside of your local area.

E-rate Proposal for Magnolia Public Schools



- **Message Rate Service (Indiana, Michigan, Ohio, and Wisconsin)**—Customers are charged per message for local calls in excess of a per-month allowance. The less you use your phone, the less you pay. Toll charges will apply for calls made outside of your local area.
- **Measured Rate Service (Illinois, California, Ohio)**—Customers are charged per minute for local calls. The less you use your phone the less you pay. Toll charges will apply for calls made outside of your local area.
- **Jack Installation**—You'll incur a wiring charge for each wire installed or rearranged, plus a materials charge for each jack installed. If you request installation to be performed outside normal business hours, you may incur additional charges.

Pricing

The Amazing solution includes the following components and pricing (note: NRC = non-recurring charge and MRC = monthly recurring charge):

Basic Business Access Line = \$9.65 per line with a 1x non-recurring charge of \$125 per line

Local Calling (covers zone 1,2,3) billed at .008 per minute

Local Toll Calling (Local long Distance) billed at .015 per minute

Long Distance(Nationwide) billed at .011 per minute

E-rate Proposal for Magnolia Public Schools



CALNET 3 Service Category	Service Provider	Service Provider Identification Number (SPIN)
1.1 Dedicated Transport		
IntraLATA	AT&T California	143002665
InterLATA	AT&T Corp.	143001192
1.2 MPLS/VPN/Converged VoIP	AT&T Corp.	143001192
1.3 Standalone VoIP	AT&T Corp.	143001192
1.4 Long Distance	AT&T Corp.	143001192
1.5 Toll Free Calling	AT&T Corp.	143001192
1.6 Legacy Telecommunications		
Access/BAL/CTX/Trunking/Local Usage/ISDN BRI	AT&T California	143002665
Frame Relay/ATM	AT&T California	143035645
Cat. 2 Network Based Web Conferencing	AT&T Corp.	143001192
Cat. 3 Metro Ethernet	AT&T California	143002665
Cat. 4.2 SONET	AT&T California	143002665
Cat. 5 MIS	AT&T Corp.	143001192

Important Information

IP Flexible Reach is provided by AT&T Corp.

Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of 90 days from the date written on the proposal cover page or until the E-rate filing window closes for the upcoming E-rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to AT&T’s proposed terms and conditions for those products and services and the AT&T E-rate Rider unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges. **Copyright Notice and Statement of Confidentiality**—©2017 AT&T Intellectual Property. All rights reserved. AT&T, the Globe logo and other marks are trademarks and service marks of AT&T Intellectual Property. All other marks are the property of their respective owners. The information contained herein is not an offer, commitment, representation, or warranty by AT&T and is subject to change. The contents of this document are proprietary and confidential and may not be copied, disclose or used, in whole or in part, without the express written permission of AT&T, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein. **Disclaimer**—For purposes of this Proposal, the identification of certain services as “eligible” or “non-eligible” for Universal Service (“E-rate”) funding is not dispositive, nor does it suggest that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network,

E-rate Proposal for Magnolia Public Schools



the specific products and services provisioned to operate the network, and the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.usac.org/sl. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters. **Broadband Internet Access**—For information about AT&T's broadband Internet access services, please visit www.att.com/broadbandinfo. **End User Equipment**—Beginning with funding year 2015, E-rate recipients must cost allocate non-ancillary ineligible components that are bundled with eligible products or services, including those end user device components that previously would have fallen within the scope of components not requiring cost allocation as described in the 2010 Clarification Order. Cost allocations are the responsibility of E-rate Applicants. For additional information, reference USAC/SLD website @ <http://www.usac.org/sl/> and Cost Allocation Guidelines for Services @ <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services/cost-allocations.aspx>. Equipment availability and pricing is subject to change based on when plans are activated.

PUBLIC SCHOOL CHOICE

FACILITIES AGREEMENT

BETWEEN

LOS ANGELES UNIFIED SCHOOL DISTRICT
("LAUSD")

and

MAGNOLIA SCIENCE ACADEMY - BELL
("OPERATOR")

This Agreement is made by and between LOS ANGELES UNIFIED SCHOOL DISTRICT ("LAUSD"), a school district duly formed and existing under the laws of the State of California, and MAGNOLIA SCIENCE ACADEMY- BELL, a California Public Charter School ("OPERATOR"),

WITNESSETH:

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

WHEREAS, in an effort to provide educational options and choices, LAUSD has adopted the Public School Choice program by which LAUSD will provide the school facilities for the operation of an educational program to selected bidders;

WHEREAS, the Public School Choice is an innovation program by LAUSD and is not in conjunction with or pursuant to the Charter School Act of 1992 and its regulations;

NOW, THEREFORE, for good consideration had and received, and the rights, covenants, and obligations set forth herein, the parties agree as follows:

1. Quick Facts. The following "quick facts" are incorporated into this Agreement and made a part hereof. The quick facts are intended to provide a simple means to quickly find certain basic information and are meant to be interpreted in conjunction with the remaining provisions of this Agreement.

- (a) School Elementary School
 Middle School
 High School

Name South Region MS #2.

Facility located at 3620 Gage Avenue, Bell, CA 90201, with a total student enrollment capacity of 496.

- (b) Use OPERATOR shall use the School as a public school providing educational instruction for students in the grade levels 6 to 8. OPERATOR shall observe and accept as priority enrollment a maximum of 465 Resident Students, as defined below, subject to the Approved Charter Petition.
OPERATOR may also use the School for those uses accessory and incidental to its educational instruction.

- (c) Term This Agreement shall have an initial term of approximately five (5) years. Please see Section A2 of Exhibit A.

(d) OPERATOR's
Address for Notices

Magnolia Science Academy - Bell
6411 Orchard Ave
Bell, CA 90201
Attn: Varol Gurler
Facsimile: 818-609-0534
E-Mail: v.gurler@magnoliascience.org

With a copy to

Magnolia Educational & Research Foundation
13950 Milton Ave.
Westminster, CA 92683
Attn: Silkyman Bahceci
Facsimile: 714-892-5022
E-Mail: sbahceci@magnoliafoundation.org

(e) LAUSD's
Address for Notices

Los Angeles Unified School District
333 So. Beaudry Ave, 23rd Floor
Los Angeles, California 90017
Attn: Director, Leasing & Asset Management
Facsimile: 213-241-6784
E-Mail: Scot.graham@lausd.net

With a copy to

Los Angeles Unified School District
333 So. Beaudry Ave, 20th Floor
Los Angeles, California 90017
Attn: Deputy General Counsel, Office of General Counsel
Facsimile: (213) 241-8444

2. Exhibits. LAUSD and OPERATOR agree that the remaining provisions of this Agreement are contained in the following exhibits which shall be incorporated herein, made a part hereof, and interpreted and construed as part of this Agreement:

Exhibit A:	Conditions Precedent, Term, Operator, Enrollment
Exhibit B:	School; Use
Exhibit C:	Maintenance
Exhibit D:	Costs
Exhibit E:	Alterations
Exhibit F:	Insurance
Exhibit G:	Damage or Destruction
Exhibit H:	LAUSD Access and Right to Perform
Exhibit I:	Liens; Eminent Domain
Exhibit J:	Surrender; Hold Over
Exhibit K:	OPERATOR Default
Exhibit L:	LAUSD Default

- Exhibit M: Hazardous Materials
- Exhibit N: Subordination; Attornment
- Exhibit O: The Charter School Act
- Exhibit P: Indemnity
- Exhibit Q: Co-Location Provisions (If applicable)
- Schedule Q1: Exclusive Use Space (If applicable)
- Exhibit R: Disclosures

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

“Applicable Laws” shall mean all present and future laws (including, without limitation, the pertinent provisions of the California Education Code, the California Public Contract Code, the California Building Standards Law and any requirements of the California Division of State Architect (“DSA”), and the Americans With Disabilities Act), ordinances, orders (including consent decrees), rules and regulations, and requirements of all federal, state, county and municipal governmental bodies having jurisdiction over the School.

“Approved Charter Petition” shall mean that certain charter petition of OPERATOR approved by LAUSD for the provision of educational instruction by OPERATOR at the School, as such charter petition may be subsequently amended by OPERATOR and approved by LAUSD.

“Bond Funds” shall mean money generated from local or state bonds including, but not limited to Measures K, R, Y and Q which the voters approved for the construction of new schools, modernization and upgrades. Any reference to Bond Funds as used in this Agreement shall refer to that situation in which actual cash is available for appropriate expenditures and shall not include those situations in which the bond is approved but not yet funded.

“Business Day” shall mean any full day that the headquarters of LAUSD is open for business. For example, and not as a limitation, LAUSD shuts down its business operations between Christmas and New Year as a budget saving measure; those days of shutdown are not “Business Days” for purposes of this Agreement even though other businesses may be operating.

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

“Ed. Code” shall mean the California Education Code, as may be amended during the Term of this Agreement.

“Emergency” shall mean an event or condition that (i) poses an immediate risk to the health and safety of students, personnel or other persons on the School, (ii) poses an immediate risk of imminent damage or destruction to the School, or (iii) poses an immediate threat to the otherwise safe and sanitary operation of the School.

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

“General Fund” shall mean the unrestricted general fund revenue of LAUSD.

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

“LAUSD F&E” shall mean any furnishings, furniture, fixtures and equipment provided by LAUSD for the exclusive use by OPERATOR at the School.

“OPERATOR Owned Property” shall mean those improvements, furniture, fixtures and other property owned by OPERATOR located on the School.

“Resident Students” shall mean those students residing (based on the residency of the student’s parent or legal guardian, or, if the student is an emancipated minor, the student) within the attendance boundary(ies) of the designated overcrowded schools which the School is intended to relieve as established by LAUSD.

“School” shall mean the real property identified in subsection (a) of the Quick Facts and all buildings, structures, improvements, furniture, fixtures and other property owned by LAUSD now or in the future located on said real property, and all utility (e.g. electrical, water, sewer, etc.) installations, systems and infrastructure located on and providing service to the School.

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

“Revenue of OPERATOR” shall mean the “general purpose entitlement” and “categorical block grant,” as defined in subdivisions (a) and (b) respectively of Ed. Code Section 47632, for a charter school that OPERATOR receives with respect to the School. “Operator Revenue Account” shall mean the account into which Revenue of OPERATOR is deposited.

4. Miscellaneous.

(a) Dispute Resolution. Notwithstanding any provision contained in OPERATOR’s Approved Charter Petition, if applicable, the parties in good faith shall attempt to resolve any dispute under this Agreement by informal discussions. Thereafter either party may initiate non-binding mediation of disputes arising under this Agreement pertaining to the School.

(i) Non-Binding Mediation. The party initiating mediation (the “Initiating Party”) shall notify the other party (the “Responding Party”) in writing that it intends to proceed to non-binding mediation of the dispute and said notice shall identify the issue(s) in dispute. The Initiating Party shall file a request with the State Mediation and Conciliation Service (“SMCS”) to provide a list of potential mediators, which mediators shall preferably have a minimum of 10 years experience with commercial leasing or commercial property management, within seven (7) Business Days to assist the parties in resolving the dispute (if the SMCS is unable or refuses to provide a list of mediators the parties shall mutually agree upon a mediator with 10 days from receipt of SMCS’ notice). The Initiating Party and Responding Party shall mutually agree and select a mediator. The Initiating Party shall request the selected mediator to meet as soon as possible but not later than 30 calendar days after the selection of the mediator. The Initiating Party shall forward a copy of the notice of the dispute to the selected mediator. The Responding Party shall file a written response with the mediator and serve a copy on the Initiating Party within 10 Business Days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to a mutually agreeable written instrument and shall be signed by OPERATOR and LAUSD. The cost and expenses of the selected mediator shall be equally shared by OPERATOR and LAUSD. Each party shall bear the costs and expenses said party incurs in participating in the mediation.

(ii) Equitable or Injunctive Relief. Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, or except as may be necessary to prevent the loss of rights pursuant to any statute of limitations or other similar rule, regulation or statute, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 calendar days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

(b) Merger. The voluntary or other surrender of this Agreement by OPERATOR, or a mutual cancellation of this Agreement, shall not work a merger, and shall, at the option of LAUSD, terminate all or any existing agreements or subtenancies allowing a party other than OPERATOR to use the School, or, at the option of LAUSD, may operate as an assignment to LAUSD of OPERATORS's interest in any or all such agreements or subtenancies.

(c) Relationship. The relationship between LAUSD and OPERATOR is not and shall not be deemed or construed either as a partnership, joint venture or employer and employee relationship.

(d) Quiet Enjoyment. Provided OPERATOR has performed and is performing all of the terms, covenants, agreements and conditions of this Agreement, including the payment of all other sums due hereunder, and taking into account all applicable notice and grace periods provided in this Agreement, OPERATOR shall peaceably and quietly hold and enjoy the School for the Term hereof, but subject to the provisions and conditions of this Agreement, against LAUSD and all persons claiming by, through or under LAUSD. OPERATOR's right to use the School as herein provided shall be subject to restrictions or other limitations or prohibitions resulting from any Applicable Laws now in force or which may hereafter be in force.

(e) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, this Agreement shall terminate and OPERATOR shall surrender the School and the operation of the educational instruction of the students to LAUSD; PROVIDED, THAT in the best interest of the students LAUSD and OPERATOR, at their respective individual cost and expense, shall cooperate with one another in the transition of the control and operation of the School and educational instruction. This provision shall not prohibit OPERATOR and LAUSD from negotiating and mutually agreeing to another form of agreement for OPERATOR's use of the School for its educational instructional program.

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

(g) Amendment. No amendment or modification to this Agreement shall be effective for any purpose unless in writing and signed by LAUSD and OPERATOR.

(h) Choice of Law. This Agreement shall be governed by the laws of the State of California.

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

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

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

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

(m) Successors and Assigns. Subject to the provisions hereof relative to assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective parties hereto; provided, however, that the terms of this Agreement shall be binding, without exception or limitation, against any school district(s) or similar governmental agency that may be created as a subset of or successor to LAUSD as owner of the School or, if applicable, as chartering agency for OPERATOR.

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

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

(p) Waiver. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof. Consent to or approval of any act by one of the parties hereto shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act, nor shall any custom or practice which may grow between the parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of any party to insist upon the performance by any other party in strict accordance with said terms.

(q) Cumulative Remedies. No remedy herein shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient.

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

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

(t) Sale. LAUSD shall have the right at any time and from time to time during the Term hereof to sell, encumber or assign all or any portion of its fee interest, if any, in the property; subject, however, to the right to use the School in favor of OPERATOR created by this Agreement.

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

(v) Authorization to Sign Agreement. OPERATOR is a corporation and each individual executing this Agreement on behalf of OPERATOR represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of OPERATOR in accordance with a duly adopted resolution of OPERATOR's Board of Directors, and that this Agreement is binding upon OPERATOR in accordance with its terms, and OPERATOR shall, concurrently with its execution of this Agreement, deliver to LAUSD upon its request a certified copy of a resolution of its Board of Directors authorizing the execution of this Agreement. Each individual executing this Agreement on behalf of LAUSD represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of LAUSD and this Agreement shall become binding upon LAUSD upon ratification.

(w) Notices. All notices, demands, disclosures, acknowledgments, consents, approvals, statements, requests, responses, and invoices to be given under this

Agreement shall, unless otherwise expressly stated herein, be in writing, and will be effective upon receipt delivered to the addresses set forth in the Quick Facts above. Delivery of notices may occur by (i) personal delivery by a representative of the party giving such notice, or (ii) overnight delivery by recognized overnight courier, or (iii) United States mail, postage prepaid, registered or certified mail, or (iv) facsimile or electronic mail (provided that the same shall be followed by delivery of a copy by one of the other permitted means of delivery). Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or a representative of the addressee at the address provided above, or, if delivered on a Business Day in the case of delivery service or certified or registered mail, as of the earlier of the date delivered or the date 72 hours following the date deposited in the United States mail, at the address provided herein, or if by telecopier or electronic mail, upon electronic confirmation of good receipt by the receiving party (including machine-generated, automatic confirmations). LAUSD and OPERATOR hereby agree that notices may be given hereunder by the parties' respective legal counsel and that, if any communication is to be given hereunder by LAUSD's or OPERATOR's legal counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Section.

(x) Policies and Bulletins. In various places in this Agreement, reference is made to LAUSD policies, bulletins, procedures and other requirements generated by and promulgated by LAUSD. For purposes of this Agreement, any and all such policies and bulletins shall apply to OPERATOR and the School, or otherwise to the situations addressed by this Agreement, only to the extent such policies and bulletins (i) affect the health, safety or sanitation at the School, or the risk of physical damage thereto, and (ii) apply to OPERATOR's activities and operational use of the School and not to any other location of OPERATOR.

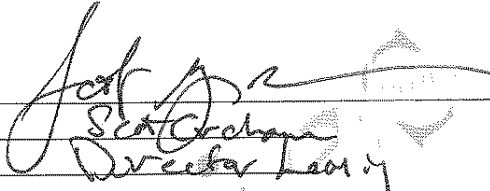
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth adjacent to their respective signatures below.

LAUSD:

LOS ANGELES UNIFIED SCHOOL DISTRICT

Date: _____

By
Name
Title



Scott Cochran
Director Learning


OPERATOR:

Name of Operator

Magnolia Science Academy - Bell

Date: 7/9/2010

By
Name
Title



SULEYMAN BAKTCECI
CEO

Date: _____

By
Name
Title

EXHIBIT A
CONDITIONS PRECEDENT, TERM, OPERATOR, ENROLLMENT

A1. Conditions Precedent. The effectiveness of this Agreement and OPERATOR's right and ability to occupy and commence its educational instruction at the School, and all of OPERATOR's rights hereunder shall be contingent upon the occurrence of all the following (collectively, the "Conditions Precedent"), and LAUSD and OPERATOR hereby covenant and agree that in the event that such Conditions Precedent have not been satisfied or waived at least five (5) Business Days prior to the date OPERATOR intends to move any portion of its OPERATOR Owned Property or other furnishings, furniture, fixtures and/or equipment (not owned by LAUSD) to the School, this Agreement shall terminate and neither LAUSD nor OPERATOR shall have any further obligations under this Agreement.

A1.1 OPERATOR's Approval. OPERATOR's Board of Directors or governing body shall have, in its sole and absolute discretion, approved this Agreement and authorized a person or persons to execute said Agreement on behalf of OPERATOR. A copy of said approval and authorization shall be provided to LAUSD.

A1.2 School Board Approval. The Board of Education of the Los Angeles Unified School District, in its sole and absolute discretion, shall have approved this Agreement and delegated authority to LAUSD for the execution, delivery and consummation of this Agreement.

A1.3 Other Approvals. At its sole cost and expense, OPERATOR shall have obtained and provided evidence to LAUSD of all necessary consents, permits and approvals required by applicable law, rule or regulation in order to consummate the transactions contemplated by this Agreement; provided, however, that if any such consent, permit or approval is not required to be obtained prior to or in order for OPERATOR to operate as a public school and provide the educational instruction but is contemplated to be obtained in the future, the fact that such future consent, permit or approval has not yet been obtained shall not prevent satisfaction of this condition.

A2. Term. LAUSD shall provide OPERATOR with at least 15 days prior notice as to when the School is expected to be ready for occupancy (i.e., when LAUSD anticipates filing the Notice of Completion). The term of this Agreement shall begin on that date when OPERATOR commences occupancy of the School ("Commencement Date"). Applicable Laws require OPERATOR, as a charter school, to begin its educational program before or on September 30th or else OPERATOR is legally not permitted to commence its charter school educational program for said school year. If LAUSD cannot deliver occupancy of the School with sufficient time, as reasonably determined by OPERATOR, to commence its educational program before or on September 30th, OPERATOR may terminate this Agreement upon delivery of written notice to LAUSD, which right shall be exercised if at all between September 15th and December 15th of said school year; PROVIDED, THAT if OPERATOR has not exercised its right to terminate this Agreement as provided herein, OPERATOR has committed to operating the School under the terms and conditions of this Agreement and its Approved Charter Petition, and the term of this Agreement shall commence on that date OPERATOR occupies the School prior to the start of

the next school year. After LAUSD has notified OPERATOR the School is ready for occupancy, occupancy shall be deemed to have commenced on that date when: (i) OPERATOR begins conducting activities at the School (e.g., accepts enrollment instruments at the School or holds informational meetings and other activities at the School); or (ii) OPERATOR moves any portion of its OPERATOR Owned Property or other furnishings, furniture, fixtures and/or equipment (not owned by LAUSD) to the School.

The Term of this Agreement shall be co-terminus with OPERATOR's Approved Charter Petition as may expire or may be renewed, withdrawn or revoked. If OPERATOR elects to renew its Approved Charter Petition, this Agreement, as may have been amended during the Term, may be renewed upon the mutual agreement of OPERATOR and LAUSD, and approval of LAUSD's Board of Education which shall occur simultaneously with or after the action of LAUSD's Board of Education to approve the renewal of the Approved Charter Petition for OPERATOR.

Notwithstanding the foregoing, this Agreement may terminate prior to the Expiration Date on the occurrence of any of the following:

A2.1 If OPERATOR voluntarily surrenders its Approved Charter Petition;

A2.2 Upon expiration of OPERATOR's Approved Charter Petition, unless OPERATOR at such time has timely made application for an extension or renewal of its Approved Charter Petition. If such application is still pending, this Agreement shall not terminate unless and until any such Approved Charter Petition renewal application is denied;

A2.3 Upon revocation or denial of renewal of the Approved Charter Petition of OPERATOR, unless OPERATOR elects to pursue the review and appeal process provided in the California Education Code ("Ed. Code") Section 47605(j). If OPERATOR elects to pursue such review and appeal process, this Agreement shall remain in full force and effect until the conclusion of such review and appeal process. If at the conclusion of such review and appeal process OPERATOR's Approved Charter Petition is in fact renewed, extended or not revoked, this Agreement shall continue until the Expiration Date (subject to termination under any other provision of this Agreement);

A2.4 At the election of LAUSD for any breach of this Agreement by OPERATOR which remains uncured after the notice and cure period provided in this Agreement.

A3. Enrollment. LAUSD previously disclosed that bond funds generated from Measures K, R, Y and Q, as applicable, were used for the construction of new schools and modernization of existing schools, including if applicable, the School. These bond measures stated that those funds would be used to provide overcrowding relief to certain schools and neighborhoods. In order to insure compliance with statutes and regulations related to the use of these bond funds and provide the relief to the schools and neighborhoods as intended when the voters approved the bond measures, OPERATOR agrees that except as provided in the Approved Charter Petition OPERATOR shall enroll Resident Students up to the maximum number

identified in OPERATOR's Approved Charter Petition. In the event of any discrepancy between the maximum number of Resident Students identified in the Quick Facts and OPERATOR's Approved Charter Petition, the maximum number of Resident Students identified in OPERATOR's Approved Charter Petition shall supersede; next

A4 When Termination is Implemented.

A4.1 If this Agreement terminates prior to the commencement of the school year, OPERATOR shall immediately vacate the School and surrender possession and occupancy of the School to LAUSD. OPERATOR and LAUSD shall in good faith work together and cooperate with one another to allow OPERATOR to remove OPERATOR Owned Property from the School and to allow LAUSD to prepare and commence educational instruction at the School. LAUSD shall re-calculate all fees and charges due and owing under the terms of this Agreement as of the date of termination of this Agreement or the effective date when OPERATOR vacates the School, whichever ever occurs last, and OPERATOR shall pay said fees and charges in accordance with Section D5 of Exhibit D.

A4.2 If this Agreement terminates at any time during a school year, including during Winter or Spring Breaks, OPERATOR and LAUSD shall in good faith work together and cooperate with one another to develop and implement a plan to wind up the operations of OPERATOR and minimize disruptions to the students. OPERATOR and LAUSD agree that it is in the best interest of the students attending the School to minimize disruption and have the continuity of finishing the then existing semester or school year at the School. OPERATOR, in good faith, shall observe and comply with the Terms of this Agreement until the Agreement is effectively terminated.

A5. School Year. OPERATOR shall provide to LAUSD a copy of the School's master calendar within 30 days after the commencement of the school year. OPERATOR shall strive to adopt and implement a traditional two (2) semester school year, as recognized by LAUSD, for the School as soon as reasonably possible. Notwithstanding, OPERATOR shall provide educational instruction and operate the School on a two (2) semester track no later than the 2012-2013 school year and OPERATOR shall not accomplish the two (2) semester track with involuntary busing.

EXHIBIT B
SCHOOL and USE

B1. School. LAUSD hereby grants to OPERATOR the use of the School for the Term upon all of the conditions set forth in this Agreement, and OPERATOR agrees to occupy and use the School upon all of the conditions set forth in this Agreement. Subject to the terms and conditions of this Agreement, OPERATOR's right to use the School shall be 24 hours a day, seven (7) days a week; provided, that if there are any Co-Located Users at the School, OPERATOR shall coordinate its use of the School with a mutually agreeable plan with such Co-Located User(s)

B2 Condition of the School. Except for such duties and obligations LAUSD makes no representations or warranties, express or implied, as to the condition of the School or the suitability of the School for use by OPERATOR for the educational instructional program OPERATOR will conduct at the School. LAUSD is not aware of any defect in or condition of the School that would prevent the School to be used as a public school facility. OPERATOR, at its sole cost and expense, may conduct any and all inspections of the School to its full and complete satisfaction so long as it notifies LAUSD in writing at least five (5) Business Days prior to the testing or inspection; provided, that if LAUSD is performing construction work at the School, LAUSD and OPERATOR shall mutually agree upon when such testing or inspection shall occur to minimize interruptions, risks and/or liabilities due to the construction work. LAUSD discloses that the School may contain lead and asbestos; any specific notice of the same known to LAUSD, as of the date of LAUSD's execution of this Agreement, is described in Exhibit R.

B2.1 Construction Warranties. The School or portions thereof may be covered by various written, statutory or implied warranties from manufacturers, suppliers, contractors, builders or other persons arising from the construction or modernization of the School. If OPERATOR notifies LAUSD of any defect in the labor, workmanship or materials used with respect to the School, or any non-compliance with building codes, if applicable, or other item that may be covered by a warranty, LAUSD shall determine whether any warranty for the claimed defect or non-compliance with building codes exists. If a warranty exists for the claimed defect or non-compliance with building codes, LAUSD shall take reasonable steps to pursue any such warranty against any such manufacturer, supplier, contractor, builder or other person and shall pursue any recovery, repair, replacement, retrofitting or other relief as may be available. It is understood that LAUSD does not take responsibility for the actual performance of any such manufacturer, supplier, contractor, builder or other person or the materials used.

B3 Furnishings and Equipment. LAUSD shall provide to the School the initial LAUSD F&E which shall be equivalent to those furniture, furnishings, fixtures and equipment typically provided to similar LAUSD schools. The LAUSD F&E shall include the provision of books for the library if the School is newly constructed and has not previously been in operation. The LAUSD F&E shall be used by OPERATOR in connection with its educational program at the School. The LAUSD F&E shall remain the property of LAUSD. All furnishings and equipment located at the School shall be presumed to be the property of LAUSD unless OPERATOR has developed an inventory of the furnishings and equipment that OPERATOR has

purchased for use on the School or brought to the School, or OPERATOR or LAUSD can establish that LAUSD did not purchase said furnishings and/or equipment. OPERATOR Owned Property shall be properly inventoried or otherwise supported by back-up documentation, such as receipts of purchase or other reasonable form of documentation. OPERATOR shall not be required to inventory its furnishings and equipment located on the School if OPERATOR provides to LAUSD a written statement prior to occupancy that OPERATOR does not want LAUSD to provide furnishings and equipment to the School. Any provision of the initial LAUSD F&E after the occupancy of the School by OPERATOR shall require a written instrument executed by OPERATOR and LAUSD. After the initial provision of LAUSD F&E to the School, LAUSD shall have no obligation to provide any additional furnishings and equipment during the Term of this Agreement; PROVIDED, THAT, if Bond Funds are available (meaning actual cash and not the mere approval of the bond measure) for additional furnishings and equipment, the School shall be considered for additional furnishings and equipment as if the School was operated by LAUSD. OPERATOR acknowledges that it, not LAUSD, is receiving the revenue from the average daily attendance of its students and requiring LAUSD to provide additional furnishings and equipment would cause LAUSD to use revenue from the average daily attendance of LAUSD students for the benefit of OPERATOR's students.

B3.1 Telecommunications. The School is or will be wired for telephone and computer data connectivity. LAUSD shall provide to the School the initial phones, computer and related computer hardware and software ("communications equipment"), which items shall be deemed to be part of the initial LAUSD F&E. OPERATOR, at its sole cost and expense, shall be responsible to provide all additional communications equipment and services for said communications equipment as it deems appropriate for its school operations. As provided in Section B3 above, after the initial provision of LAUSD F&E, LAUSD shall have no obligation to provide any additional communications equipment during the Term of this Agreement.

B3.2 Maintenance and Other Services for LAUSD F&E. LAUSD shall not be obligated to provide maintenance and other services for the good and safe operation of the LAUSD F&E, including those items provided in subsection B3.1 above. OPERATOR, at its sole cost and expense, shall be responsible to provide maintenance and other services for the good and safe operation of the LAUSD F&E. LAUSD may agree separately in writing to provide maintenance and/or other services regarding the good and safe operations of the LAUSD F&E.

B3.3 Return of LAUSD F&E. At any time during the Term of this Agreement if OPERATOR no longer intends to use the LAUSD F&E, OPERATOR, at its sole cost and expense, shall return the LAUSD F&E to that location designated by LAUSD. LAUSD discloses that the Ed. Code proscribes the manner in which personal property of a school district must be disposed of. OPERATOR may not dispose of the LAUSD F&E at will.

B4 Title to School and Furnishings and Equipment. OPERATOR understands that this Agreement shall provide OPERATOR with the right to occupy and use the School for the purpose of conducting the educational instruction and OPERATOR represents and warrants that OPERATOR shall not assert any ownership right, title or interest to the School based upon its status or possession, occupancy and use of the School. This Agreement shall only apply to the School and the improvements thereto and the LAUSD F&E provided by LAUSD to the School,

and shall not be applicable to any OPERATOR Owned Property. There shall be a rebuttable presumption that any furnishings, furniture, fixtures and equipment at the School is owned by LAUSD and OPERATOR shall maintain an inventory and evidence of ownership of all OPERATOR Owned Property brought to, stored, maintained or used on the School.

B5 Delivery of School. Unless OPERATOR is already in possession of the School, LAUSD agrees to have the School furnished, equipped and available for occupancy on a date mutually agreed upon by the parties.

B6 Compliance with Applicable Laws. To the best of LAUSD's knowledge LAUSD is not aware of any defect in or condition of the School that would prevent the use of the School by OPERATOR as a public school. LAUSD has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the School that call into question the appropriateness or sufficiency of the School for use as a public school facility. LAUSD discloses that as of the execution of this Agreement, the School may not comply with the Federal Americans with Disability Act ("ADA") and other disabled access requirements. Any notice of non-compliance known to LAUSD, as of the date of LAUSD's execution of this Agreement, pertaining to specifically to this School is described in Exhibit R. Thereafter, OPERATOR and LAUSD shall notify the other party upon receipt or knowledge of any non-compliance with Applicable Laws

B6.1 Limited Responsibility; Availability of Bond Funds or Other Funds. LAUSD acknowledges that OPERATOR shall not be responsible for repairs, replacements, alterations, renovations or other modifications or improvements that may result from the School not complying with Applicable Laws as of the Commencement Date of this Agreement, including those which are required because of use of the School for educational instruction generally; PROVIDED, THAT, the foregoing shall not apply in those situations where the requirement to comply with Applicable Laws is imposed due to OPERATOR's acts or failure to act in connection with the specific type of use or educational instruction at the School. As an example, and not as a limitation, OPERATOR uses a classroom intended for lecture type of instruction generally as a science lab or cooking class without the appropriate safety equipment and systems. As a further example, and not as a limitation, OPERATOR permits a third-party to use a portion of the School as a summer music camp with extended care which consists of adult supervision and allowing the camp participants to play arcade game machines without the appropriate permits and approvals from the local agency. Notwithstanding the foregoing, LAUSD discloses that LAUSD may not have the ability to effectuate immediate repairs, replacements, alterations, renovations or other modifications or improvements resulting in order for the School to comply with Applicable Laws due to the lack of funding or inability to obtain necessary approvals or the inability to obtain needed materials, and in such situation, OPERATOR agrees to reasonably accommodate its students and/or adjust its operations to comply with Applicable Laws. As an example, and not as a limitation, a school has a two-story building which is not ADA accessible to the second floor. The operator will reasonably accommodate any ADA students in ground floor classrooms until such building becomes ADA accessible.

Notwithstanding anything herein to the contrary, OPERATOR shall only be responsible for compliance with ADA, California Fair Employment & Housing Act ("FEHA"), and other Applicable Laws pertaining to access rights to the extent OPERATOR makes any modifications or improvements to the School requiring compliance with ADA, FEHA and Applicable Laws or such requirements are imposed due to OPERATOR's Alterations, or OPERATOR's acts or failure to act in connection with a specific type of use or educational instruction at the School. Notwithstanding anything herein to the contrary, LAUSD shall not be required to spend any portion of its General Fund for lead remediation; compliance with ADA, FEHA or other Applicable Laws pertaining to access if reasonable accommodations can address the access issue; or any M&O services, as defined in Exhibit C of this Agreement, Deferred Maintenance, as defined in this Agreement, or other repair, improvement, modernization or corrective work. To the extent LAUSD receives Bond Funds or other funds which do not qualify as General Funds, LAUSD shall include the School in LAUSD's plan for Deferred Maintenance, or other repair, improvement, modernization, or corrective work and LAUSD will include OPERATOR in the planning and prioritization of bond funds allocated for the School.

B7. Use. OPERATOR shall use the School pursuant to the terms of this Agreement for the operation of a public school providing educational instruction to public school students consistent with the Public School Choice proposal submitted by OPERATOR and in conformity with OPERATOR's Approved Charter Petition, if applicable. Such use shall include incidental related uses, such as extracurricular, civic, and community uses, with such use being subject to the terms of this Agreement and all Applicable Laws. As an example, and not as a limitation, of the foregoing, LAUSD's bulletin pertaining to carnivals and fairs on LAUSD property shall apply and be observed by OPERATOR regardless of whether such carnival or fair is intended to raise funds for the educational programs at the School. LAUSD shall make available to OPERATOR and, during the Term of this Agreement, recommends OPERATOR inquire as to any updates or new standards and policies pertaining to the use of the School. OPERATOR acknowledges and agrees that the use which OPERATOR is permitted to make of the School is a material provision of and consideration for this Agreement. The School shall not be used for any lewd, lascivious, immoral or illegal purpose, including, without limitation, the sale of indecent or pornographic videos, compact discs or literature, or use as an off-track betting parlor, billiard parlor, bar, nightclub, discotheque, a so-called "head shop," amusement arcade or massage parlor. LAUSD discloses and OPERATOR acknowledges and agrees that if OPERATOR uses the School for educational instruction for grades other than those designated above, or exceeds the maximum student occupancy, or otherwise changes the use of the School, OPERATOR, at its sole cost and expense, shall evaluate whether such changes require compliance with the California Environmental Quality Act.

B7.1 Continuous Use. OPERATOR shall uninterruptedly operate the School during the Term, except for normal and customary school holidays and days when school is not in session and force majeure events.

B7.2 OPERATOR'S COMPLIANCE. OPERATOR, at its sole cost and expense, shall use the School as a public school in accordance with all Applicable Laws. OPERATOR acknowledges and agrees that it has a continuing obligation to maintain the School in accordance with all Applicable Laws including, without limitation, Environmental Laws and the ADA, now

in existence or subsequently enacted or promulgated during the Term, but subject to LAUSD's responsibilities and other exceptions to OPERATOR's obligations set forth in this Agreement.

B7.3 Fingerprinting. OPERATOR, at its sole cost and expense, shall be responsible for ensuring its employees, agents, consultants, contractors and invitees at the School and working with students or in the presence of students comply with all applicable fingerprinting and criminal background investigation for such persons to the extent required by Applicable Laws. LAUSD, at its sole cost and expense, shall be responsible for ensuring its employees, agents, consultants, contractors and invitees at the School and working with students or in the presence of students comply with all applicable fingerprinting and criminal background investigation for such persons to the extent required by Applicable Laws.

B7.4 Available Space. OPERATOR acknowledges and agrees that if there is available space at the School as determined by LAUSD, LAUSD may place another charter school at the School and OPERATOR, in good faith, agrees to cooperate with LAUSD and said charter school in the shared use of the School.

B8. Limited Rights to Grant Use to Third-Parties. OPERATOR shall have limited rights to grant the use of the School to third-parties and such limited right shall be subject to the terms and conditions set forth in this Agreement.

B8.1 Civic Center Use. Pursuant to the Civic Center Act (Ed. Code section 38131 et seq.), the School shall be made available to the public for use after school hours, and when school is in session as may be permitted by OPERATOR in its sole but reasonable discretion. If permitted by law, OPERATOR, at its sole cost and expense, shall adopt and operate a fair, transparent and neutral policy and procedures to make the School available for use by the public for use in accordance with the Civic Center Act. Otherwise, OPERATOR shall be allowed to utilize the School as needed to effectuate its educational program. OPERATOR shall provide to LAUSD a copy of its Civic Center Act policy, forms and rate schedule, and thereafter provide to LAUSD any amendments or modifications to said policy, forms and rate schedule.

B8.2 Filming. Notwithstanding any provision in this Agreement, OPERATOR agrees that OPERATOR shall have no right or authority to and shall not grant permission to use the name, image, logo, trademark or tradename of LAUSD in any print work, film, brochure, digital or any other medium. The intent of the foregoing is to be interpreted broadly to prohibit any actual or reasonably inferred depiction or likeness of LAUSD to appear in any print work, film, documentary, television, digital or other medium for any purpose without the written consent of LAUSD. LAUSD discloses that it has an interest in the use of the School because of the risk of liability, damage or destruction of the School, the possible income arising from such use, and the possible impact to the good will and/or reputation of LAUSD.

If permitted by law, OPERATOR, at its sole cost and expense, shall adopt and administer a program to grant the temporary use of the School for film, documentary, television or other production on the School (generally referred to as "Filming") in accordance with Applicable Laws, LAUSD's policies and bulletins, and the terms and conditions set forth herein, as such may be amended during the Term of this Agreement. During the Term, OPERATOR

shall periodically inquire as to any modifications to or new standards, policies, bulletins or modifications to LAUSD's policies and bulletins for Filming.

(a) Policy. Prior to any Filming occurring at the School, OPERATOR shall provide to LAUSD a copy of OPERATOR's policy and procedures for Filming at the School ("Filming Policy"). The Filming Policy shall include at a minimum the name and contact information (including cell phone number) of OPERATOR's employee who will handle the requests for Filming and a copy of OPERATOR's agreement with the person or company (the "agent") that will handle requests for Filming on behalf of OPERATOR ("Filming Agent Agreement"), if applicable. Additionally, the Filming Policy shall identify the rates for Filming, insurance requirements, other terms and conditions, the form of the request/application for Filming, and form of the Filming agreement that OPERATOR is requiring ("Filming Contract"). OPERATOR shall provide to LAUSD any amendment or modification to OPERATOR's Filming Policy, Filming Agent Agreement and Filming Contract, defined below, within 30 days of any such amendment or modification. Throughout the Term, LAUSD shall have the right to request and OPERATOR shall provide to LAUSD a copy of its Filming Policy, Filming Agent Agreement and Filming Contract.

(b) Filming Contract. OPERATOR shall insure that its Filming Contract shall contain at a minimum the terms and condition contained in the then current agreement that LAUSD uses for filming on LAUSD property. During the Term, OPERATOR shall periodically inquire as to any modifications to LAUSD's filming contract. OPERATOR may obtain a copy of the current LAUSD filming contract by contacting LAUSD's Leasing & Asset Management.

(c) Costs and Fees. OPERATOR shall observe and abide by LAUSD policies and bulletins on the distribution of the income generated from Filming. A copy of the current policy is attached hereto and incorporated herein as Attachment B-1. OPERATOR shall collect prior to any Filming occurring, the compensation for the Filming to occur at the School by way of cash, certified check, cashier's check or money order.

(i) Filming Fee. OPERATOR may adopt any fee it deems appropriate for Filming at the School subject to the condition that such fee shall not be less than the fee charged by LAUSD for Filming at schools operated by LAUSD and the Filming Fee shall exclude maintenance and operation charges, security, and reimbursement for any damage or destruction so long as OPERATOR, in good faith, shall not charge an amount greater than what LAUSD would have charged for maintenance and operation, security, and reimbursement for damage and destruction.

(ii) LAUSD's Film Cost. LAUSD shall have the right, but not the obligation, to inspect or observe Filming at the School and such inspection shall be at LAUSD's sole cost and expense. Notwithstanding the foregoing sentence, if the Filming will involve any alterations or modifications to the School (regardless of whether the School shall be restored to the condition existing prior to the Filming) or the Filming is scheduled to occur for more than ten (10) consecutive or non-consecutive school days, OPERATOR shall notify LAUSD prior to granting the use of the School for Filming and, within three (3) Business Days

of its receipt of OPERATOR's notice, LAUSD shall determine if it will inspect or observe during or after the Filming and the cost for such inspection or observation. OPERATOR shall collect from the user LAUSD's cost for inspection or observation and remit to LAUSD said cost.

(iii) OPERATOR's Film Cost. Any cost for maintenance and operation services (e.g., utilities, opening and closing the School, cleaning the School so it is ready for use by students) for the Filming which OPERATOR is providing shall be identified as a separate line item and shall not be included in the Filming Fee.

(iv) Security. OPERATOR may require the user to obtain and maintain throughout the Filming appropriate security and the cost of such security shall be a separate line item and shall not be included in the Filming Fee.

(d) Distribution of Income. Notwithstanding any provision, OPERATOR agrees that income from the Filming at the School shall be distributed in the following order of priority:

(i) Agent's Commission. If OPERATOR retains an independent agent to handle Filming requests at the School, agent's commission shall be deducted from the Filming Fee; PROVIDED, THAT, the commission payable to OPERATOR's agent shall not exceed the amount LAUSD would have paid as a commission to LAUSD's filming agent under its then current contract; PROVIDED, FURTHER, THAT if the commission payable to OPERATOR'S agent exceeds the amount LAUSD would have paid as a commission to LAUSD's filming agent under its then current contract, such excess amount shall be deducted from OPERATOR's percentage of the Filming Fee;

(ii) LAUSD's Percentage. OPERATOR shall pay LAUSD its percentage of the Filming Fee under LAUSD's current distribution of income policy in effect as of the date of the Filming as soon as reasonably possible but no later than 30 days after receipt of the Filming Fee;

(iii) LAUSD's Film Cost. OPERATOR shall pay LAUSD 100% of the LAUSD's Film Cost as soon as reasonably possible but no later than 30 days after receipt of the Filming Fee;

(e) Damage From Film Work. In the event of any damage or destruction of the School due to the Filming arranged by OPERATOR, OPERATOR or OPERATOR's agent shall pursue the collection of the cost of repair and/or replacement of the damaged or destroyed portion from the party to whom permission was granted for the Filming and all funds received for the damage or destruction shall first be used to repair and/or replace the damage or destruction to its condition existing prior to the Filming; PROVIDED, THAT such work shall be performed by LAUSD or, if LAUSD so agrees, by OPERATOR; PROVIDED, THAT, any shortfall in funding to repair and/or replace the damage or destruction shall be solely paid by OPERATOR; PROVIDED, FURTHER, THAT any remaining funds remaining after repairing and/or replacing the damage or destruction to the minimum condition of that existing

prior to the Filming shall be prorated between OPERATOR and LAUSD in accordance with the then existing LAUSD policy in effect for the distribution of revenue.

(f) No Distributions. In the event OPERATOR allows Filming to occur without notice to and consent of LAUSD, as required hereunder, OPERATOR shall deliver to LAUSD within twenty (20) days of its receipt of LAUSD's written demand the monies calculated in accordance with the following incremental scale:

0 to 3 incidences of Film Work in one (1) calendar year	Fifty percent (50%) of all monies, including OPERATOR's Film Cost, received in connection with the Filming.
4 to 6 incidences of Film Work in one (1) calendar year	Seventy-five percent (75%) of all monies, including OPERATOR's Film Cost, received in connection with the Filming.
7 to 9 incidences of Film Work in one (1) calendar year	Ninety percent (90%) of all monies, including OPERATOR's Film Cost, received in connection with the Filming.

(g) Unauthorized Consideration. In the event OPERATOR collects or receives additional consideration (e.g., donations of money, goods or services, extracurricular trips, etc.) or non-monetary consideration in connection with Filming at the School, LAUSD shall have the right to demand and, within twenty (20) days of its receipt of LAUSD's written demand, OPERATOR shall deliver to LAUSD a proportionate share of the consideration or the value of the consideration in accordance with the percentage distributions set forth in LAUSD's policy then in effect.

B8.3 Licensing. LAUSD discloses that it has an interest in the use of the School because of the risk of liability, damage or destruction of the School, the possible income arising from such use, and the possible impact to the good will and/or reputation of LAUSD. OPERATOR, at its sole cost and expense, shall develop and administer a program to grant the temporary use of the School, or portion thereof (generally referred to as the "Licensing") as provided herein. LAUSD and OPERATOR agree that Licensing of the School, or portions thereof, shall be handled and administered by OPERATOR in the same manner as Filming as provided in Section B8.2 above. For purposes of Licensing, the term "Licensing" shall replace the word "Filming" as used in Section B8.2 above.

B8.4 Insurance. OPERATOR shall require any user of the School under OPERATOR's Civic Center Program, Filming and Licensing programs to obtain and maintain appropriate insurance throughout its temporary use of the School and such insurance coverage(s) shall name "LAUSD and its Board of Education" as additional insureds. OPERATOR acknowledges and agrees that in the event of any liability or casualty caused by the user or

arising from the use of the School, or the particular facility or feature, during user's period of use OPERATOR shall require and obtain user's agreement that user's insurance shall be primary and OPERATOR's insurance shall be secondary. LAUSD's insurance shall not provide coverage for any use of the School, or portion thereof, by a user under OPERATOR's Civic Center Program, Filming and Licensing programs.

B8.5 Use of LAUSD Services. If OPERATOR is the sole occupant of the School, OPERATOR may request LAUSD to operate the LAUSD civic center, Filming and Licensing programs at the School and LAUSD may agree to provide such services to OPERATOR pursuant to mutually agreeable terms and conditions.

B8.6 No Requirement to Allow Filming or Licensing. So long as OPERATOR is the sole occupant of the School, OPERATOR may elect to prohibit in whole or in part, Filming and Licensing activities; provided, that notwithstanding the foregoing, OPERATOR agrees that LAUSD shall have the right, which it may or may not exercise, and OPERATOR shall cooperate with LAUSD to permit Filming to occur at the School for no more than a total of 30 days at the School per school year; PROVIDED, THAT, OPERATOR in good faith determines that such Filming will not interfere with OPERATOR's educational instruction-related activities. If LAUSD permits Filming to occur at the School pursuant to this Section B8.6, all of the provisions of this Section B8 regarding OPERATOR's liability shall instead be the responsibility of LAUSD.

B8.7 Private Use Filming. The restrictions set forth herein on Filming shall not apply to any video taping or activities that would otherwise constitute Filming if such are undertaken purely for the OPERATOR's internal educational purposes, for the OPERATOR's promotional or informational materials, and used exclusively by OPERATOR in such regard, is not sold or licensed to any other unaffiliated party, and is not offensive or defamatory. Nor shall such restrictions affect the ability of parents to take private family use videos of their activities or the activities of their children, or the ability of students to engage in film or media arts projects in connection with OPERATOR's educational instruction.

B9. Assignment and Subletting. OPERATOR shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber this Agreement or sublet all or any part of the School without LAUSD's prior written consent, which consent shall not be unreasonably withheld. The involvement of OPERATOR or its assets in any transaction (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or OPERATOR's assets occurs, which results or will result in a reduction of the net worth of OPERATOR by an amount greater than 25% of OPERATOR's net worth as of the Commencement Date of this Agreement or at the time of the most recent assignment to which LAUSD consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, which ever was or is greater, shall be considered an assignment of this Agreement to which LAUSD may withhold its consent, if reasonable. Notwithstanding the foregoing, a transfer of an entity to which OPERATOR's Approved Charter Petition or PSC Application is transferred shall be permitted without the consent of LAUSD. Any unpermitted purported transfer shall be void. No consent to transfer

shall constitute a waiver of the provisions of this Section B9. This Section B9 shall not apply to restrict the limited rights granted to OPERATOR in Section B8.1, B8.2 and B8.3 above.

ATTACHMENT B-1

ACTION, TO SHARE

LOS ANGELES UNIFIED SCHOOL DISTRICT
Facilities Asset Management Division

MEMORANDUM NO. 1
July 1, 1994

SUBJECT: REDISTRIBUTION OF LICENSE INCOME

- I. Introduction
- II. Redistribution Guidelines
- III. Custodial Costs

I. INTRODUCTION

On June 6, 1994, the Board of Education approved the redistribution of license income derived from the use of District facilities. Non-filming income will, beginning July 1, 1994, be given directly to the school generating the income, after first deducting a portion to be deposited to the General Fund.

II. REDISTRIBUTION GUIDELINES

Filming Income

Seventy-five percent of filming income from each filming license will continue to be given to the school generating the income, and placed in the School Determined Educational Program account (IFS Fund Program Code 001-4242).

Twenty-five percent of filming income will continue to be distributed to the pool of schools not used.

Non-filming Income


Sixty-two percent of the income from each license will be placed in the School Determined Educational Program account (IFS Fund Program Code 001-4242), for the school being used.

III. CUSTODIAL COSTS

Schools will be required to pay the cost of covering the license from the license income. The central Custodial Lease Account (IFS Fund Program Code 001-1624), formerly used to cover custodial costs associated with licenses, will be eliminated as of July 1, 1994.

The balance remaining after paying the custodial costs will be available for school determined needs. Schools can maximize the funds available for their own use by closely monitoring custodial hours assigned for licenses.

For assistance contact Kathryn L. Friedman, Principal Realty Agent, Real Estate and Asset Management Branch, at (213) 742-7581.

APPROVED:  THOMPSON, Superintendent

DISTRIBUTION: All Schools and Offices

EXHIBIT C MAINTENANCE

The School is an asset of LAUSD and LAUSD has a vested interest and responsibility on behalf of public school students and the California public school system to preserve the School, maximize the use of the School, and minimize liability. The maintenance of the School is integral to providing educational instruction and extracurricular experiences to the students, and necessary to maximize the useful life of the improvements, comply with Applicable Laws, and minimize liability and risk. OPERATOR, at its sole cost and expense, shall maintain and operate the School in a good, safe and sanitary condition. OPERATOR shall observe all Applicable Laws and LAUSD standards, policies and bulletins in maintaining and operating the School in a good, safe and sanitary condition as required by Applicable Laws. Maintenance and operations ("M&O") are broadly and generally defined as maintaining, repairing, and operating buildings (including the classrooms therein) and grounds on a regular basis, in a manner that complies with Applicable Laws and promotes learning in a safe and sanitary environment. The foregoing shall include the payment of all charges for utilities, power, pest control and other services for the School.

C1 Services Agreement. Throughout the Term of this Agreement on an annual basis, LAUSD and OPERATOR shall enter into a Services Agreement (sometimes referred to as the "Services Agreement" or "SA"), described below, for the provision of certain maintenance and operation ("M&O") services (including those described in Section C3.1) by LAUSD at the School and the payment for said M&O services by OPERATOR. The initial SA shall be executed simultaneously with this Agreement and the term of said SA shall commence on the Commencement Date of this Agreement and shall continue for a period of one (1) year. Thereafter so long as OPERATOR has given the notice required below, OPERATOR shall be free to choose any provider otherwise meeting the requirements hereof unless the proposed LAUSD SA contains at least the same level of service in all areas as that proposed by the other provider, the cost of the proposed LAUSD SA is comparable to that of the other provider, and LAUSD has satisfactorily provided the services under the existing SA throughout its term prior to such date. In the event OPERATOR retains a provider other than LAUSD for those services set forth in Section C3.1 below, OPERATOR shall require its provider to have each person providing service to the School to comply with those conditions set forth in Subsections C4.1, C4.2 and C4.3 below. OPERATOR shall notify LAUSD of its intention to retain another provider at least three (3) months prior to the proposed effective date of the retention of such other provider. During such three (3) month period, LAUSD shall have the opportunity to submit a proposal within 45 days after the receipt of OPERATOR's notice that would compete with the proposal of the other provider as described above. OPERATOR shall not engage the other provider without affording LAUSD the notice and opportunity to submit a proposal as described.

C2. Required Regulatory Inspections. Notwithstanding any provision of this Agreement, OPERATOR shall retain LAUSD and LAUSD shall provide the inspection and M&O services for those regulatory inspections that LAUSD, as the owner of the School, is required to report and/or certify to various public agencies ("Required Regulatory Inspections"). The Services Agreement shall identify the then current, applicable Required Regulatory

Inspections and the rate of compensation OPERATOR shall pay LAUSD for the performance of such inspections and any work associated therewith or reasonably necessary to allow the facility or improvement to satisfy regulatory requirements or operate in a safe, sanitary manner. **The provision of the Required Regulatory Inspections by LAUSD and payment for the Required Regulatory Inspections by OPERATOR is a material provision of and consideration for this Agreement. LAUSD is responsible for and may incur liability arising from the Required Regulatory Inspections and may perform such Required Regulatory Inspections at will and at its discretion; PROVIDED, THAT, LAUSD in good faith shall use reasonable effort to perform such Required Regulatory Inspections on a schedule agreeable to OPERATOR.**

C3. Other LAUSD M&O Services. OPERATOR agrees that LAUSD shall be the selected provider for the M&O services identified in this Section C3 pursuant to the SA.

C3.1 Services.

(a) Planned Preventative Maintenance. These services are broadly defined as routine repair and general maintenance such as, but not limited to, routine inspections and the change out of consumable parts for equipment, systems and infrastructure on a set schedule. As an example and not as a limitation, the replacement of HVAC air filters.

(b) Service Calls. These services are broadly defined as repairs, additions or alterations to existing buildings, equipment, systems and infrastructure as requested by OPERATOR. As an example, and not as a limitation, services for an overflowing toilet or trim storm damaged trees.

C4. Custodial. If OPERATOR or its affiliates previously performed its or their own custodial services for its or their educational instructional program(s), and in any event after the expiration of the initial Services Agreement, OPERATOR, at its sole cost and expense, may elect to perform the custodial service for the School. The term "affiliates" as used in this Section shall mean another charter school operated by OPERATOR, but shall not mean or include another charter school or entity that has a connection to OPERATOR merely through OPERATOR's board of directors, officers, employees, or agents. Custodial service is defined as those day-to-day services routinely provided such as, but not limited to, the vacuuming and dry or wet mop of flooring, emptying of classroom trash, dusting of surfaces, and disposal of trash. OPERATOR shall require OPERATOR's employee(s) providing custodial service to the School to:

C4.1 Use only LAUSD approved cleaning supplies;

C4.2 To the extent required by Applicable Laws, be fingerprinted and satisfy the criminal background investigation requirements described in the Ed. Code for teachers and school district employees; and

C4.3 Have and maintain the LAUSD Buildings & Grounds Worker Certificate, which can be obtained by enrolling and successfully completing the appropriate course at

LAUSD adult schools, skills center and occupational centers or possess similar skills or have at least three (3) years experience in a similar or related job.

If OPERATOR or its affiliates has not previously performed its own custodial services, OPERATOR, at its sole cost and expense, shall retain custodial services from LAUSD under the Services Agreement as provided in Sections C1 and C3.2; provided, that OPERATOR shall have the right to perform such work itself thereafter so long as C4.1, C4.2 and C4.3 are satisfied.

C5. Deferred Maintenance.

C5.1 State Budget Shortfall. Currently, the State is experiencing a budget shortfall and through legislative action, school districts are not required to contribute funds towards Deferred Maintenance on an annual basis. LAUSD discloses that LAUSD is not contributing a portion of its General Fund or other funds for Deferred Maintenance. LAUSD discloses that the Deferred Maintenance Plan, defined below, does not contain any new projects. For that period during which LAUSD does not contribute a portion of its General Fund towards Deferred Maintenance, LAUSD shall not collect from OPERATOR an amount for Deferred Maintenance.

C5.2 Bond Funds. LAUSD discloses that for the past several years, Deferred Maintenance for LAUSD schools have been provided through the use of local or state bond funds ("Bond Funds"), and LAUSD was not collecting a contribution from charter schools and other users of LAUSD property for Deferred Maintenance. LAUSD discloses that Measure Q was approved by the voters and may be funded in the future when the economy improves. As in the past, if LAUSD has Bond Funds (actual money as opposed to bonds that have been approved but not funded yet) for Deferred Maintenance and LAUSD is not contributing a portion of its General Fund towards Deferred Maintenance, LAUSD shall not collect a contribution from OPERATOR for Deferred Maintenance. OPERATOR agrees that LAUSD shall be responsible for the performance of Deferred Maintenance paid for with Bond Funds.

C5.3 LAUSD Funds. Subject to the disclosure in Section C5.1 above, LAUSD is normally required by the Ed. Code to contribute a portion of its funds for Deferred Maintenance. When LAUSD resumes contributing a portion of its funds for Deferred Maintenance, LAUSD shall notify OPERATOR of the same and LAUSD shall collect from OPERATOR and OPERATOR agrees and shall pay to LAUSD a contribution for Deferred Maintenance equivalent to one-half of one percent (0.50%) of the average daily attendance of the School, as such percentage may be amended during the Term of this Agreement ("OPERATOR DM Contribution"). OPERATOR shall pay to LAUSD the OPERATOR DM Contribution before or on the first day of each month of the Term of this Agreement. If the use of the School is shared with another Co-Located User, as such term is defined in Exhibit B of this Agreement, the OPERATOR DM Contribution shall be calculated solely on those students OPERATOR is educating at the School. OPERATOR agrees that if OPERATOR refuses or fails to pay the OPERATOR DM Contribution for any reason, LAUSD shall provide OPERATOR with written notice of the delinquent payment and OPERATOR shall remit payment to LAUSD within 10 Business Days of OPERATOR's receipt of said written notice; PROVIDED, THAT, if OPERATOR does not remit payment to LAUSD within said 10 Business Days, OPERATOR

hereby authorizes LAUSD to deduct the OPERATOR DM Contribution from OPERATOR's Revenue Account. If OPERATOR fails to remit payment of the OPERATOR DM Contribution three (3) or more times during the Term of this Agreement, for any reason, OPERATOR agrees that LAUSD may and authorizes LAUSD to deduct the OPERATOR DM Contribution from OPERATOR's Revenue Account for a period of one (1) year so long as LAUSD provides OPERATOR with notice of its election; PROVIDED, THAT, one (1) year after the effective date of LAUSD's election to deduct the monthly OPERATOR DM Contribution from OPERATOR's Revenue Account, OPERATOR may elect to resume paying to LAUSD the monthly OPERATOR DM Contribution and LAUSD shall not deduct the OPERATOR DM Contribution beginning with the next calendar month after the receipt of OPERATOR's election. The foregoing process may be repeated throughout the Term of this Agreement.

C5.4 Deferred Maintenance Plan. When funding for Deferred Maintenance becomes available, LAUSD shall prepare a plan for Deferred Maintenance as required by the Ed. Code ("Deferred Maintenance Plan") for LAUSD property, which may include the School. As of the date of this Agreement, the last Deferred Maintenance Plan dated April 25, 2008 with allocated funding for identified services and/or projects is available for review at www.laschools.org (click on Maintenance & Operations) and such Deferred Maintenance Plan may or may not have included the School. The Deferred Maintenance Plan shall include a schedule and description of Deferred Maintenance to be delivered by LAUSD to the School if the School is eligible for inclusion; PROVIDED, HOWEVER, that LAUSD discloses and OPERATOR acknowledges that the School may not be scheduled for any Deferred Maintenance.

C5.5 LAUSD Responsibility for Deferred Maintenance. During the Term of this Agreement and subject to funding for Deferred Maintenance, LAUSD shall perform the Deferred Maintenance for the School if the School is included in LAUSD's Deferred Maintenance Plan pursuant to Section 17582 of the Ed. Code. During the Term of this Agreement, LAUSD shall have the right to inspect the School to identify those Deferred Maintenance required and/or recommended for the School. OPERATOR understands and agrees that eligibility for inclusion in LAUSD's Deferred Maintenance Plan is subject to OPERATOR paying the OPERATOR DM Contribution and the facility or improvement is one which LAUSD is permitted to spend Deferred Maintenance funds for. If the School is eligible for inclusion in LAUSD's Deferred Maintenance Plan, in addition to the services set forth in the Deferred Maintenance Plan for the School, if any, OPERATOR may request additional Deferred Maintenance or accelerated service by submitting a written request to LAUSD's Maintenance & Operations Division and LAUSD shall, whenever feasible and without jeopardizing maintenance services to other schools, perform such additional or accelerated Deferred Maintenance services for OPERATOR. LAUSD acknowledges and agrees that it will carry out its responsibilities pursuant to this Section C5.5 in a good and workmanlike manner by properly qualified and licensed personnel and in accordance with all Applicable Laws and LAUSD policies. LAUSD further acknowledges and agrees that all work it is obligated to perform pursuant to this Section C5.5 will be timely commenced and diligently prosecuted through completion.

C5.6 No Guarantee of Deferred Maintenance. LAUSD discloses and OPERATOR acknowledges that payment of the OPERATOR DM Contribution is not a guarantee or assurance the School will receive Deferred Maintenance during each year

OPERATOR pays the OPERATOR DM Contribution. LAUSD operated schools are not guaranteed or assured of Deferred Maintenance during each year that a portion of LAUSD's General Fund is contributed towards Deferred Maintenance. As a disclosure, in past years LAUSD has contributed approximately \$30-million towards Deferred Maintenance and together with the State matching funds, approximately \$60-million was available for Deferred Maintenance, which was used to address less than one percent (1%) of the \$6-billion backlog of Deferred Maintenance services and projects for the entirety of LAUSD.

C5.7 OPERATOR Input Into Deferred Maintenance Projects. LAUSD discloses that Deferred Maintenance projects are determined based upon the within each Local District are assessed ("Facilities Condition Index"). The Facilities Condition Index for a school determines its priority in receiving Deferred Maintenance. LAUSD agrees that if OPERATOR is paying the OPERATOR DM Contribution, OPERATOR shall be included with all other sole occupants of LAUSD school facilities who are contributing their respective proportionate share of their respective funds towards Deferred Maintenance ("LD Sole Occupants"). The members of the LD Sole Occupants shall determine the priority of Deferred Maintenance for the schools within the LD Sole Occupants and thereafter, the priority of Deferred Maintenance for the schools within the LD Sole Occupants will be determined on a school district wide basis. OPERATOR agrees that any Alterations, as defined in this Agreement, which OPERATOR constructs or causes to be constructed on the School shall not be eligible for Deferred Maintenance services and/or projects to be funded with Deferred Maintenance funds.

C5.8 OPERATOR Responsibility for Deferred Maintenance. OPERATOR, at its sole cost and expense, shall be responsible for Deferred Maintenance for those Alterations that OPERATOR constructs or causes to be constructed on the School in a good, safe and sanitary condition in compliance with all Applicable Laws. OPERATOR, at its sole cost and expense, may undertake at its election some or all of the Deferred Maintenance for those existing facilities of the School which are not eligible for inclusion in LAUSD's Deferred Maintenance Plan. Deferred Maintenance services and/or projects shall require the prior review and written approval of LAUSD in the same manner as an Alterations as provided in this Agreement. LAUSD discloses that certain facilities of the School will not be eligible for Deferred Maintenance and LAUSD shall not be required to contribute any funds for Deferred Maintenance which OPERATOR may undertake for those existing facilities. Notwithstanding this provision, OPERATOR, at its sole cost and expense, shall remain responsible to operate and maintain the School, including those facilities which are not eligible for Deferred Maintenance, in a good, safe and sanitary condition.

(a) Prior Alterations. If OPERATOR has been in occupancy of the School prior to the execution of this Agreement and has constructed or caused to be constructed Alterations, OPERATOR agrees that said prior Alterations shall not be eligible for inclusion in the Deferred Maintenance Plan. Correspondingly, LAUSD agrees that any previously constructed Alterations shall not be included in the calculation of the OPERATOR DM Contribution.

(b) LAUSD Deemed Responsible or Liable. Notwithstanding any provision in this Agreement, if at any time during the Term of this Agreement, LAUSD is

determined to be responsible or liable for any Alterations constructed or caused to be constructed by OPERATOR, including any prior Alterations, OPERATOR shall indemnify, defend and hold LAUSD harmless from such responsibility or liability arising from the previously constructed Alterations and, thereafter, OPERATOR agrees that the previously constructed Alterations shall be included in the calculation of the OPERATOR DM Contribution and, upon payment of the OPERATOR DM Contribution, LAUSD shall include said previously constructed Alterations in the Deferred Maintenance Plan so long as said Alterations is eligible for inclusion.

C6 LAUSD May Perform. In the event of an Emergency, LAUSD may perform any service necessary to mitigate the Emergency without notice to OPERATOR and OPERATOR shall reimburse LAUSD pursuant to Section D5 of this Agreement to the extent OPERATOR is otherwise responsible for the cost thereof.

EXHIBIT D
PAYMENTS, FEES & OTHER CHARGES

D1. OPERATOR's Costs. OPERATOR and LAUSD agree that OPERATOR, at its sole cost and expense, shall be responsible to pay or cause to be paid in a timely manner without delinquency, all costs for: (i) utilities such as, but not limited to, electricity, gas, telephone, cable television and internet service incurred in connection with the operation of the School; (ii) security, if any, during hours of educational instruction and during those events and activities authorized by OPERATOR and for the benefit of the School (such as, but not limited to, PTA meetings and activities, book fairs, academic decathlons, etc.) but excluding security, if any, during those hours when the School is used by third-parties (such as, but not limited to, Filming, Civic Center Permits, etc.) and the cost of such security, if any, should be included in the fee for use charged to the third-party; (iii) M&O services identified in Exhibit C and in the Services Agreement; (iv) pick-up and disposal of trash as provided in the Services Agreement; (v) disposal and management of Hazardous Materials (as hereinafter defined); (vi) janitorial, custodial, and landscaping as provided for in the Services Agreement; (vii) any and all taxes related to the use and operation of the School by OPERATOR.

D2. Utilities. On an annual basis, LAUSD shall estimate the cost for all utilities provided to the School by LAUSD or by providers that collect the payment for such utilities from LAUSD (collectively referred to as "LAUSD Provided Utilities"). The estimate for the LAUSD Provided Utilities shall be set forth in the Services Agreement entered into by OPERATOR and LAUSD on an annual basis. OPERATOR shall pay the estimated cost for the LAUSD Provided Utilities as a recurring payment, as defined below, before or on the first day of each calendar month during the Term of this Agreement and payment shall occur in accordance with Section D4 below. Annually after the close of the fiscal year, LAUSD shall reconcile the estimated cost for the LAUSD Provided Utilities to the actual cost for the LAUSD Provided Utilities; PROVIDED, THAT if the actual cost for the LAUSD Provided Utilities are less than the estimated cost for LAUSD Provided Utilities as collected by LAUSD, the difference shall be applied as a credit against the estimated cost of LAUSD Provided Utilities for the payment next falling due; if such credit is not fully utilized prior to the expiration or termination of this Agreement, any remaining amounts shall be paid to OPERATOR within 30 days after the expiration or termination of this Agreement; PROVIDED, HOWEVER, THAT if the actual cost for the LAUSD Provided Utilities are in excess of the estimated cost for LAUSD Provided Utilities as collected by LAUSD, OPERATOR shall remit payment of the difference within 30 days of its receipt of an invoice or notice from LAUSD. At OPERATOR's request, LAUSD shall provide reasonable evidence of the amount, timing and appropriateness of such costs by providing to OPERATOR copies of invoices, checks or other evidence as may be reasonable under the circumstances within 30 days of request.

D3. Omitted.

D4. Recurring Payments. OPERATOR shall pay to LAUSD those payments that are fixed in amount as agreed to by the parties and occur on a regular basis before or on the first (1st) day of each calendar month during the Term of this Agreement without monthly or recurring

notice or invoice from LAUSD ("recurring payment"). If OPERATOR fails to either make a timely payment of such recurring amount or dispute the payment of such recurring amount, as provided in Section D7 below, LAUSD shall provide OPERATOR with a notice of non-payment and OPERATOR shall have 10 Business Days from the date of receipt of LAUSD's notice to respond. If OPERATOR does not make payment or dispute the payment of such recurring amount within said 10 Business Day period, OPERATOR hereby authorizes and LAUSD shall have the right to deduct the outstanding recurring payment from the OPERATOR's Revenue Account.

Notwithstanding anything in this Agreement, OPERATOR, in its sole discretion from time to time, shall have the right to instruct LAUSD in writing to deduct any payment, including recurring payments, due and owing from OPERATOR's Revenue Account. OPERATOR may withdraw said instruction to deduct from OPERATOR's Revenue Account at any time by delivering notice to LAUSD; provided, that OPERATOR's ability to withdraw said instruction shall not apply to LAUSD's right to do so as specifically provided in the terms and conditions contained in this Agreement such as, but not limited to, that expressly provided hereinabove in this Section D4.

D5. Invoices. For any payment that is not a recurring payment as defined in Section D4 above, LAUSD shall deliver to OPERATOR an invoice for other charges arising under this Agreement and OPERATOR shall pay said charge by check or cash within 30 days following the receipt of the invoice.

D6 Timely Payment. OPERATOR shall pay all recurring payments as provided in Section D4 above. If OPERATOR fails to pay any recurring payment and/or invoice when due or at the latest within the applicable cure period, the unpaid amounts shall bear interest at the lesser of: (i) 30 day Treasury Bill rate from time to time by the largest (as measured by deposits) chartered bank operating in California, as its prime rate, reference rate or other similar benchmark rate, plus two percent (2%), or (ii) the maximum rate then allowed by law ("Interest Rate") from the date such amount was originally due to the date paid.

D7 Disputes as to Payment. If OPERATOR disputes all or any part of a payment due under this Agreement, OPERATOR shall pay the undisputed portion of the payment per the terms provided in this Agreement and shall deposit the disputed amount into escrow with an escrow company authorized to do business in the State of California or otherwise mutually agreed between the parties, at the OPERATOR's expense. OPERATOR shall provide LAUSD with a letter or notice entitled "Payment Under Protest" stating that OPERATOR plans to dispute such payment and proof of deposit of funds into escrow provided by the escrow company. The Payment Under Protest notice shall be provided to LAUSD by the date that said payment would have been due under this Agreement. Within 30 days after the date when the disputed payment was due, OPERATOR shall provide a further letter to LAUSD specifying in detail why OPERATOR is not required to pay all or part of such amount.

The parties agree to attempt to resolve such disputes pursuant to the dispute resolution provisions in Section 4(a) of this Agreement. The disputed amount shall remain in escrow until the payment dispute is resolved either through the dispute resolution process or by a final

judgment from a court of competent jurisdiction. Any interest accrued on the escrowed funds shall be allocated to the parties proportionally on the same percentage allocation as the disputed payment amount. Any portion of the disputed amount that is awarded to LAUSD shall bear interest at the Interest Rate provided in Section D6 above; provided, that any interest accrued on the escrow funds, or portion thereof, that is awarded to LAUSD shall be deducted from the amount due for the Interest Rate. Any portion of the disputed amount that is awarded to OPERATOR shall bear interest at the Interest Rate provided in Section D6 above; provided, that any interest accrued on the escrow funds, or portion thereof, that is awarded to OPERATOR shall be deducted from the amount due for the Interest Rate.

D8 Timely Charges. The Parties agree that the statute of limitations to collect or dispute any amounts due and owing under this Agreement shall be four (4) year from the date when said charge accrued.

D9 Taxes; Assessments. OPERATOR shall pay any assessment on the School, including any improvements which OPERATOR constructs or causes to be constructed on the School, whether real estate, general, special, ordinary or extraordinary, or rental levy or tax, improvement bond, and/or fee imposed upon or levied against the School or OPERATOR's legal or equitable interest created by this Agreement, and taxes assessed against and levied upon OPERATOR's Alterations, as defined below, and utility installations that may be imposed by any authority having the direct or indirect power to tax and where the funds are generated with reference to the School address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the School is located. LAUSD shall deliver any such tax or assessment to OPERATOR and OPERATOR shall pay such tax or assessment before delinquency; provided, that if LAUSD does not receive from OPERATOR any evidence of the timely payment of such tax or assessment, LAUSD may, but shall not be obligated to, pay such tax or assessment to avoid delinquency and LAUSD shall seek repayment from OPERATOR in accordance with Section D5 above. OPERATOR may contest or dispute the tax or assessment with the taxing authority. LAUSD shall cooperate with OPERATOR in seeking any such property tax exemption that may be sought by OPERATOR for its educational instruction.

EXHIBIT E ALTERATIONS

E1 Right to Improve. During the Term of this Agreement, OPERATOR, at its sole cost and expense, shall have the right to make alterations, additions, or improvements to, including signage installation, on the School ("Alteration" or "Alterations") upon satisfaction of those terms and conditions which LAUSD may require in addition to all of the following terms and conditions and the satisfaction of Section E2 below:

E1.1 LAUSD Consent. OPERATOR agrees that no Alterations may occur without the prior written consent of LAUSD. OPERATOR shall comply with the process set forth below before any supplies or materials are delivered to the School or construction commences.

E1.2 Compliance. All Alterations, including the construction of such Alterations, shall comply with Applicable Laws and LAUSD standards, if applicable. The phrase "Applicable Laws" shall refer to all statutes, ordinances, rules and regulations pertaining to public schools as if the School was still a school campus operated by LAUSD and LAUSD was the entity performing the work such as, but not limited to, the submittal to and approval by the DSA, if applicable, the California Public Contracting Code, and California Labor Code, if applicable. If the Alterations do not require compliance with the Field Act, the Alterations shall comply with the standards of LAUSD and/or the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the School is located. If the Alterations require the School to immediately comply with any statutes, ordinances, rules and regulations applying to the School, OPERATOR, at its sole cost and expense, shall comply with and satisfy such statute, ordinance, rule and/or regulation, or may elect not to construct its Alterations. As an example, and not as a limitation on the construction of this provision or an admission, if an Alteration causes the School to immediately comply with the Americans with Disabilities Act, OPERATOR shall bear the sole expense of compliance or may elect not to construct the Alteration.

E1.3 Ownership of Alterations. Unless otherwise agreed by the parties in writing, OPERATOR maintains its ownership rights in any Alterations and may be allowed to remove the same at termination of this Agreement so long as OPERATOR, at its sole cost and expense, restores the School to the condition existing prior to the Alteration, reasonable wear and tear excluded. The term "School" as previously defined shall be construed to include any Alterations that OPERATOR may cause to occur during the Term of this Agreement but such term shall not be construed to convey ownership of any Alterations from OPERATOR to LAUSD and the Alterations shall not be included in the calculation for the OPERATOR DM Contribution or the Deferred Maintenance Plan except as provided in this Agreement. OPERATOR, as the owner of the Alterations, shall solely enjoy those rights and benefits arising from its ownership of the Alterations and correspondingly, shall solely bear the responsibilities and liabilities arising from the Alterations.

E1.4 Permits and Approvals. OPERATOR, at its sole cost and expense, shall be responsible for obtaining all governmental permits and approvals, including DSA approval,

for the Alterations, including all plans and drawings, to the full extent necessary pursuant to Applicable Laws. LAUSD discloses that DSA does not review plans and specifications for items such as, but not limited to, compliance with local ordinances, geotechnical, grading and drainage designs, storm water management, electrical, mechanical and plumbing. If the Alterations do not require DSA approval or DSA does not review such items, OPERATOR shall have the option of electing to have such items reviewed and approved by LAUSD or obtaining the permits and approvals from the building enforcement agency with jurisdiction over the area in which the School is located. OPERATOR shall provide LAUSD with complete copies of all such permits and approvals prior to commencing construction of the Alterations.

E1.5 Performance Bond. Prior to and throughout the construction of any Alterations, unless OPERATOR otherwise demonstrates available reserves or other financial sources acceptable to LAUSD, OPERATOR, at its sole cost and expense, shall: (i) obtain and provide to LAUSD a completion and/or performance bond in a form and by a surety acceptable to LAUSD and in an amount not less than 125% of the estimated cost of such Alterations; or (ii) provide written evidence of sufficient funds in an amount not less than 125% of the estimated cost of such Alterations and the segregation of such funds for the duration of the construction of the Alterations in a manner acceptable to LAUSD to prevent the use of such funds prior to completion of construction.

E1.6 Insurance. Prior to and throughout the construction of any Alterations, OPERATOR, at its sole cost and expense, shall provide and keep in force: (i) "all risks" builder's risk insurance, including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site, (ii) workers' compensation insurance covering all persons employed in connection with the work in compliance with Applicable Laws, and (iii) commercial general liability insurance including bodily injury, property damage and automobile liability, in an amount acceptable to LAUSD, such insurance to remain in full force and effect until such Alterations shall have been completed and fully insured as hereinafter provided. A copy of said insurance shall be delivered to LAUSD prior to the commencement of any work or the delivery of materials or supplies.

E1.7 Notice of Non-Responsibility. Prior to the commencement of any Alterations, including the delivery of any materials, for which a claim or lien may be filed, OPERATOR shall provide LAUSD with notice of the intended commencement of any work to enable LAUSD to post notices of non-responsibility or any other notices which LAUSD deems necessary for the proper protection of LAUSD's interest in the School, and LAUSD shall have the right to enter the School during normal business hours and post such notices.

E1.8 Work. All Alterations shall be constructed of new materials and done in a good and workmanlike manner by properly qualified and licensed personnel, and such work shall be diligently prosecuted to completion. Any work not acceptable to any governmental authority or agency having or exercising jurisdiction over such work as a permitting agency, shall be promptly replaced and corrected at OPERATOR's sole cost and expense.

E1.9 Contracts. All contracts entered into by OPERATOR related to the design and construction of the Alterations shall be freely assignable to LAUSD without OPERATOR's

consent or the consent of the contracting party and without the payment of any fee whatsoever; provided, that this provision does not require OPERATOR to assign said contracts to LAUSD at this time but rather, only after a default by OPERATOR and upon receipt of written request from LAUSD. In addition, OPERATOR agrees that it shall competitively bid the general construction contract and any other contracts if required by Applicable Laws.

E1.10 Construction Personnel. The architect, construction manager, general contractor or multiple prime contractors for construction, each subcontractor listed by the contractor in the bid(s) to be accepted by OPERATOR or subcontractors substituted pursuant to the Subletting and Subcontracting Fair Practices Act (if applicable), engineer, consultant and professional retained for the Alterations (collectively referred to as the "Construction Personnel") shall be licensed, if applicable, in good standing and authorized to do business in the State of California.

E1.11 Labor Compliance. If the Alterations constitute public works under the Labor Code, then prevailing wages must be paid if required by Applicable Laws. In this instance, OPERATOR shall cause all parties entering into a contract with OPERATOR for the design, preconstruction, and construction of the Alterations to pay prevailing wages. If it is determined that LAUSD must handle the labor compliance program for any Alterations by OPERATOR, OPERATOR agrees to be subject to and bound by the labor compliance program operated by LAUSD. OPERATOR shall pay all costs incurred by LAUSD's labor compliance program to monitor and enforce prevailing wages for the Alterations. Such costs shall be separate from any wage and penalty assessment issued by LAUSD's labor compliance program to OPERATOR or any of OPERATOR's contractors or subcontractors for violations of the Labor Code.

E2 Process. OPERATOR shall comply with the following general review and approval process for any proposed Alterations:

E2.1 Project Scope. OPERATOR shall submit to LAUSD a description of the scope of the proposed Alterations ("Project Scope") and a fee, if any and which is separate and apart from the fee referenced in Section E2.1(b) below, to be established by LAUSD for its review of the Project Scope. LAUSD will provide OPERATOR with a fee schedule associated with Project Scope review together with a quote of the fees that LAUSD will charge for a particular proposed Alterations. The Project Scope shall contain at a minimum the scope and nature of the proposed Alteration, the estimated timeline for construction, the intended use of the Alteration and the estimated total cost of construction of the Alterations. Within 15 Business Days of OPERATOR's submittal of the Project Scope and fee, LAUSD shall review the Project Scope and issue a written statement:

- (a) Determining whether the Alterations or portions thereof require DSA review and approval;
- (b) Determining whether the Alterations or portions thereof require LAUSD review and approval, and an estimate of LAUSD's fee (payable by certified check) for the review and approval process set forth in Sections E2.2 and E2.3 below. LAUSD discloses

that DSA currently does not review plans and specifications for civil, electrical, mechanical and plumbing and until DSA does so, the plans and specifications will require review by LAUSD for those items at a minimum;

(c) Determining whether the Alterations or portions thereof require the review and approval of the building enforcement agency with jurisdiction over the area in which the School is located.

If LAUSD fails to provide any of the foregoing responses to OPERATOR within said 15 Business Day period, the project scope shall be deemed approved and the OPERATOR may proceed to the Review and Approval process set forth in Section E2.2 below; PROVIDED, THAT OPERATOR understands and agrees that LAUSD shall continue to have the right to provide an estimate of the LAUSD fee for Sections E2.2 and E2.3 and without payment of such fees, LAUSD shall have no obligation to review, approve or reject the proposed Alterations. All fees shall be paid by OPERATOR to LAUSD in the form of a certified check or money order.

E2.2 Review and Approval. OPERATOR, at its sole cost and expense, shall submit the Alterations, or portions thereof, to DSA, LAUSD and/or the building enforcement agency with jurisdiction over the area in which the School is located, as applicable, for review and approval prior to commencement of construction or the delivery of any materials or supplies to the School.

(a) If the Alterations require DSA review and approval, LAUSD shall review the submitted plans and specifications, and request clarifications or revisions, approve with conditions or disapprove the plans and specifications for the proposed Alterations within the same time period as the DSA review or prior to DSA review, whichever is more appropriate.

(b) If the Alterations do not require DSA review and approval, LAUSD shall review the submitted plans and specifications, and request clarifications or revisions, approve with conditions or disapprove the plans and specifications for the proposed Alterations within the same time period as the building enforcement agency with jurisdiction over the area in which the School is located or 30 days of the submittal of the plans and specifications and payment of the review fee to LAUSD, whichever time period is longer. The 30 day review period referenced herein shall be extended by an equivalent number of Business Days that LAUSD is closed for business.

E2.3 Inspections. Notwithstanding any provision contained herein, OPERATOR agrees that the Alterations shall not be used or put into operations prior to inspection and final clearance by DSA, if applicable, and LAUSD and/or the building enforcement agency with jurisdiction over the area in which the School is located.

OPERATOR, at its sole cost and expense, shall pay for the DSA inspector of record or, if unavailable, a DSA inspector selected from LAUSD's approved DSA inspectors list or, if the DSA inspector is not on LAUSD's approved list, as reasonably approved by LAUSD to inspect the Alterations during construction and after completion. The DSA inspector shall be

permitted access to the School at all times during construction, which access shall be coordinated between the DSA inspector and OPERATOR.

LAUSD shall have the right, but not the obligation, to inspect the construction of Alterations at any time during the progress thereof.

Neither LAUSD's right to make such inspections nor the making of such inspections, regardless of any assertions that such inspections amount to unauthorized supervision of construction, or the supervision of construction by the DSA Inspector, shall operate as a waiver of any rights of LAUSD to require that construction be accomplished with new materials, and executed in a good and workmanlike manner in accordance with the plans in all material respects, and Applicable Laws.

E2.4 Close-Out. Within 30 Business Days after completion of construction of any Alterations, OPERATOR, at its sole cost and expense, shall, if applicable, cause a Notice of Completion to be recorded in the office of the Recorder of Los Angeles County in accordance with section 3093 of the Civil Code, or any successor statute, and shall furnish a copy thereof to LAUSD upon such recordation. At the conclusion of construction of Alterations, OPERATOR, at its sole cost and expense, shall:

(a) cause the contractor that built the Alterations to (A) update all construction documents related to the Alterations as necessary to reflect all changes made to the construction documents during the course of construction, (B) forward the "record-set" to OPERATOR's architect of record who will prepare a final set of "as-built" drawings, and (C) deliver to LAUSD one (1) set of record-set of drawings (which shall be the DSA approved transparencies which the architect of record has recorded all of the as-built conditions and each sheet shall have the DSA application number and stamped "As-Built") and one (1) CD containing said record-set of drawings within 90 days following substantial completion of the Alterations; and

(b) maintain a copy of all warranties, guaranties, and operating manuals and information relating to the Alterations and deliver a copy of the same to LAUSD.

E3 Signage. OPERATOR may install signage at the School providing pertinent information that OPERATOR deems appropriate. The signage shall not require the review and approval set forth in Section 82 above so long as OPERATOR has made the determination that the signage will not affect the structural integrity of the School, complies with any Applicable Laws, and complies with any LAUSD standards. OPERATOR, at its sole cost and expense, shall be required to obtain any applicable permits and approvals required under any municipal or other governmental laws, ordinances, rules or regulations; PROVIDED, THAT in the event of any conflict between LAUSD's standards and any applicable municipal or governmental permit and/or approval, the terms and conditions of the municipal or governmental permit and/or approval shall prevail.

E4 No LAUSD Liability. OPERATOR understands and agrees that LAUSD is not a guarantor of, nor responsible for, the construction of the Alterations as completed, or the

compliance thereof with Applicable Laws. LAUSD shall not incur liability of any kind by reviewing or otherwise allowing construction of the Alterations and OPERATOR shall indemnify and defend LAUSD from any and all liability, claims or damages that may arise directly or indirectly from the Alterations, except to the extent that such liability, claim or damages arise from LAUSD's gross negligence or willful misconduct.

EXHIBIT F
INSURANCE

F1 Insurance. Prior to occupancy of the School, OPERATOR shall satisfy all of the following insurance requirements and shall continue to satisfy said insurance requirements throughout the Term of this Agreement. OPERATOR shall have the right to obtain and maintain during the Term of this Agreement insurance coverage in excess of the minimum requirements set forth above and as may be periodically adjusted. Notwithstanding the amount of insurance coverage specified herein, LAUSD shall have the right to periodically review the insurance requirements set forth herein and adjust the insurance requirements that OPERATOR shall be obligated to observe as LAUSD deems prudent in its reasonable business judgment. In the event LAUSD adjusts the insurance requirements under this Agreement, LAUSD shall provide OPERATOR with written notice of the adjusted insurance requirements and OPERATOR shall have 30 days from the date of its receipt of LAUSD's notice to adjust OPERATOR's insurance coverage accordingly.

F1.1 Liability Insurance. OPERATOR shall obtain and maintain in effect throughout the Term of this Agreement, commercial general liability insurance with respect to the School and OPERATOR Owned Property, if any, and the operations of or on behalf of OPERATOR in, on or about the School, including but not limited to: bodily injury, product liability (if applicable), blanket contractual, broad form property damage liability coverage and host liquor liability in an amount not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate. Coverage shall be maintained with no Self-Insurance Retention above \$15,000 without the prior written approval of LAUSD. In addition, OPERATOR shall procure, pay for and keep in full force and effect commercial auto liability coverage with limits of One Million Dollars (\$1,000,000) Combined Single Limit per occurrence if OPERATOR is not operating a student bus service.

F1.2 Workers' Compensation, Employer Liability. Workers' compensation insurance as required by law and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000).

F1.3 Property Insurance. OPERATOR, at its sole cost and expense, shall either participate in LAUSD's property insurance ("LAUSD Property Insurance Program") or obtain and maintain separate property insurance for the School acceptable to LAUSD. The property insurance shall protect the School against loss from theft, fire or other perils typically covered in a so-called "All-Risk" policy. Within 30 days of OPERATOR's execution of this Agreement, OPERATOR shall notify LAUSD of its election to either participate in the LAUSD Property Insurance Program or obtain and maintain separate property insurance for the School. Prior to the occupancy of the School, OPERATOR shall pay to LAUSD the OPERATOR's Property Insurance Premium, defined below, or provide evidence that separate property insurance acceptable to LAUSD has been obtained and is currently in effect.

(a) LAUSD Property Insurance Program. The paragraphs and subparagraphs of this subsection (a) apply if OPERATOR elects to participate in the LAUSD Property Insurance Program. OPERATOR shall pay its proportionate share of the costs LAUSD

incurs to obtain and maintain property insurance for LAUSD property. OPERATOR's proportionate share of the premiums for the property insurance shall be calculated by multiplying the per-square-foot-rate cost for property insurance (as disclosed in the "LAUSD Facilities Cost" for the applicable year) by the total square footage of the School, including the square footage added to the School by any Alterations ("OPERATOR's Property Insurance Premium"). The OPERATOR's Property Insurance Premium shall be paid in monthly installments as a recurring payment.

LAUSD discloses that the LAUSD Property Insurance Program renews effective July 1st of each year. At the time LAUSD prepares the facilities cost for purposes of determining pro rata share as required under the Charter School Act of 1992 and the regulations, LAUSD does not know what the premium will be for the LAUSD Property Insurance Program for the fiscal year beginning July 1st. Within three (3) months after July 1st, LAUSD shall provide notice to OPERATOR of any adjustment in OPERATOR's Property Insurance Premium arising from the insurance policy going into effect on July 1st and the new monthly amount for OPERATOR's Property Insurance Premium. In the event of any increase in OPERATOR's Property Insurance Premium, said increase shall be paid in equal monthly installments through the following months to June of the next year and OPERATOR shall pay a one-time lump sum to bring OPERATOR's Property Insurance Premium into compliance with the new monthly installments. In the event of any decrease in OPERATOR's Property Insurance Premium, said decrease shall be credited against future monthly installment(s) due and payable to LAUSD.

(i) Deductible. OPERATOR, at its sole cost and expense, shall be responsible to pay any property insurance deductible under the LAUSD Property Insurance Program for any insured claims arising out of casualty damage to the School, or any component or part thereof. As of March 31, 2010, the property insurance deductible payable under the LAUSD Property Insurance Program is \$500,000.00. A new policy of property insurance will go into effect on July 1, 2010 and thereafter on said anniversary date during the Term of this Agreement. The property insurance deductible may increase or decrease with each property insurance policy and LAUSD shall notify OPERATOR of any adjustment to the current property insurance deductible of \$500,000.00.

Prior to occupancy of the School and thereafter on each anniversary date of OPERATOR's execution of this Agreement, OPERATOR shall provide evidence of its ability to pay the property insurance deductible by providing to LAUSD:

(A) A letter of credit issued by a nationally recognized financial institution in the amount of the current property insurance deductible as such deductible amount may not be covered by other insurance or such amount may be reduced because OPERATOR has elected to pay an increased premium. OPERATOR shall require the issuer of such letter of credit to provide to LAUSD prior written notice of any rescission or cancellation of said letter of credit. Upon learning of any actual or planned rescission or cancellation of said letter of credit, LAUSD shall have the right to secure all funds in OPERATOR'S Revenue Account from distribution and, in the event OPERATOR'S Revenue Account has insufficient funds to cover the property insurance deductible, LAUSD may secure from distribution any and all other funds controlled by LAUSD intended to be distributed to OPERATOR or declare

OPERATOR in default of this Agreement. OPERATOR shall have the right to provide a letter of credit in the amount of the current property insurance deductible in accordance with the terms and conditions of this Section F1.3(a)(i)(A) and upon confirmation of the compliance of such subsequent letter of credit, LAUSD shall release all "holds" on the funds LAUSD secured in accordance with this Section F1.3(a)(i)(A); or

(B) Evidence of sufficient cash funds maintained in a segregated escrow account and which funds can only be withdrawn and distributed with the written consent of LAUSD; or

(C) An insurance policy providing coverage in the amount of the current property insurance deductible which proceeds shall be payable on the occurrence of any casualty at the School caused by any source excluding the negligence or willful misconduct of LAUSD. Such insurance shall comply with the general conditions set forth in Section F2 below. If OPERATOR elects to obtain an insurance policy providing coverage for the then current property insurance deductible, OPERATOR shall provide LAUSD with a copy of the proposed insurance policy and LAUSD shall review and determine whether such insurance policy is reasonably acceptable and compatible with the LAUSD Property Insurance Program. Thereafter, at least 60 days prior to the expiration of the then existing insurance policy in effect for the property insurance deductible, OPERATOR shall provide to LAUSD the proposed insurance policy for review and approval.

(ii) If OPERATOR has not secured separate property insurance acceptable to LAUSD, then in the event of damage or destruction of the School, or portions thereof, and OPERATOR is unable or refuses to pay the property insurance deductible required under the LAUSD Property Insurance Program, OPERATOR agrees that LAUSD shall have no responsibility or obligation to pay the property insurance deductible, cause the School to be repaired, restored or replaced, or provide alternate facilities for OPERATOR and OPERATOR agrees the waiver set forth in Exhibit O of this Agreement shall apply and shall continue to apply until OPERATOR remits to LAUSD the property insurance deductible in a reasonable time period to allow LAUSD to receive the benefit of the property insurance LAUSD maintains for the School or, if LAUSD elects to pay the property insurance deductible to receive the benefit of the property insurance, OPERATOR shall make LAUSD whole for the costs and expenses LAUSD incurred in preserving and/or obtaining the benefit of the property insurance prior to the expiration of applicable statutes of limitations.

(iii) LAUSD discloses that the property insurance policy that went into effect on July 1, 2009 requires the payment of a \$500,000.00 deductible before insurance coverage is provided. The July 1, 2009 property insurance policy allows a sole occupant of LAUSD property to pay an amount in addition to the OPERATOR's Property Insurance Premium to reduce the property insurance deductible to \$100,000. If OPERATOR elects to pay an additional amount to reduce the property insurance deductible, OPERATOR shall notify LAUSD and LAUSD shall provide OPERATOR with a quote from LAUSD's property insurance provider of the cost to reduce the property insurance deductible. If OPERATOR elects to reduce the property insurance deductible by paying an amount in addition to the OPERATOR's Property Insurance Premium, OPERATOR shall remit payment of such

additional amount prior to occupancy of the School or the commencement of the applicable school year.

(b) Separate Property Insurance. If OPERATOR elects to obtain and maintain separate property insurance for the School, OPERATOR shall deliver to LAUSD a copy of the proposed property insurance policy. LAUSD shall review and determine whether such insurance policy is reasonably acceptable and compatible with the LAUSD Property Insurance Program within 30 days of the delivery of the proposed property insurance policy to LAUSD. OPERATOR understands and agrees that if OPERATOR elects to obtain and maintain separate property insurance for the School such property insurance as accepted by LAUSD must be valid and in effect prior to the occupancy of the School by OPERATOR. Thereafter throughout the Term of this Agreement, OPERATOR shall provide to LAUSD on the anniversary date of such opt out written evidence that said accepted property insurance policy is in effect without modification.

F1.4 Personal Property Insurance. OPERATOR, at its sole cost and expense, shall obtain and maintain throughout the Term of this Agreement, property insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard "All Risks" coverage, including sprinkler leakage, insuring all of the OPERATOR Owned Property and OPERATOR's loss of income or extra expense, and other items of personal property ("OPERATOR's Property") in an amount not less than one hundred percent (100%) of replacement value. Such insurance shall contain: (i) coinsurance or contribution clauses, (ii) a replacement cost endorsement, and (iii) a waiver of subrogation in favor of LAUSD.

F2 Insurance Policy Criteria. All policies of insurance required to be carried by OPERATOR shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than A.M. Best, A-, VII, or better. The parties agree that alternative insurance through a Joint Powers Authority, reasonably approved by LAUSD, shall satisfy the OPERATOR'S obligations under this section. Any such insurance required of OPERATOR hereunder may be furnished by OPERATOR under any blanket policy carried by it or under a separate policy therefore. A true and exact copy of each paid-up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to LAUSD prior to the date OPERATOR is given the right to possession of the School, and upon renewals, not less than 30 days prior to the expiration of such coverage. In addition, **all policies shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as additional insureds.** OPERATOR's insurance policies shall provide specifically that any insurance carried by LAUSD which may be applicable to any claims or loss shall be deemed excess and OPERATOR's insurance shall be primary for any claims, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or in connection with the use or occupancy of the School, or any component or part thereof, by OPERATOR; PROVIDED, HOWEVER, that LAUSD's insurance shall be primary for claims caused by the gross negligence, intentional disregard or malfeasance of LAUSD. LAUSD may, at any time and from time to time, upon reasonable notice to OPERATOR and at no cost to OPERATOR, inspect and/or copy any and all insurance policies

required hereunder which OPERATOR has obtained and maintains, and in no event shall the then-limits of any policy be considered as limiting the liability of OPERATOR under this Agreement.

F3 Failure to Obtain Insurance. If OPERATOR fails to procure, maintain and/or pay for the insurance required herein at all times and for the durations specified in this Agreement, the insurance required hereunder, or fails to carry insurance required by any Applicable Laws, LAUSD may (but without obligation to do so), and with concurrent notice to OPERATOR, perform all or some of such obligations on behalf of OPERATOR, and the cost thereof, together with interest thereon at the Interest Rate, defined in Section D6, from the date of demand until paid, shall become due and payable as additional payment by OPERATOR to LAUSD. Prior to exercising such right, LAUSD shall provide notice to OPERATOR identifying the insurance requirements in this Exhibit F which LAUSD intends to perform on behalf of OPERATOR

F4 Reimbursement. OPERATOR shall reimburse LAUSD for cost of the premiums paid by LAUSD for the insurance carried by LAUSD pursuant to the terms of Section F3 herein and Interest Rate in accordance with Section D5.

F5 LAUSD Insurance. During the Term of this Agreement, LAUSD shall maintain insurance or shall self-insure against claims for injuries to persons or damages to property (real and personal, including the structures on the School and any personal property owned by LAUSD) in amounts equal to that which would be in place if the School were occupied by another school of LAUSD; provided, that OPERATOR's insurance policies shall be primary and LAUSD's coverage of the School shall be excess as provided in Section F2 above. For services provided by LAUSD to OPERATOR, LAUSD shall maintain responsibility for those services and such services shall be covered by LAUSD's self-insurance or any insurance that LAUSD may maintain.

F6. Interpretation. For purposes of this Exhibit F and all other provisions of this Agreement pertaining to liability and indemnification, the term "OPERATOR" shall be construed to mean OPERATOR, its board or governing body, officers, employees, partners, agents, students and invitees.

EXHIBIT G
DAMAGE AND DESTRUCTION

G1 Notice to Other Party. Each party shall provide notice to the other party immediately of any casualty that wholly or partially damages or destroys the School. Unless LAUSD is in occupancy at the School, LAUSD shall provide notice to OPERATOR to the extent LAUSD receives actual notice of such any casualty.

G2 Partial or Complete Destruction. If there is damage or destruction, in whole or in part, to the School:

G2.1 Unsafe Access or Use. If OPERATOR and LAUSD determine that all or substantially all of the School are inaccessible or unusable by OPERATOR in a safe manner, then the parties may mutually agree to terminate this Agreement.

G2.2 Safe Access or Use. If Section G2.1 does not apply, OPERATOR may elect to continue this Agreement in effect; PROVIDED, THAT any fees or charges due and payable under this Agreement and based upon the square footage of the School shall be adjusted proportionately for that portion of the School that OPERATOR cannot and relinquishes use of. The damaged or destroyed portion of the School shall be secured from access and/or demolished and removed, which cost and expense shall be equally shared by the parties.

G2.3 Loss.

(a) Loss Caused by OPERATOR. To the extent the damage or destruction, in whole or in part, arises from any cause (excluding that caused by LAUSD's or a Co-Located User's negligence or willful misconduct, or by a peril that is not insurable or not covered by the LAUSD Property Insurance Program or by any separate property insurance approved by LAUSD in accordance with Section F1.3(b), OPERATOR, at its sole cost and expense, shall be responsible for paying the property insurance deductible (notwithstanding any contrary provision in this Agreement) and restoring the damage or destruction to the condition existing prior to the damage or destruction or to such condition that allows for the good, safe and sanitary operation of the affected portion of the School as agreed to and accepted by LAUSD, using proceeds of the insurance provided by the LAUSD Insurance program or by any separate property insurance approved by LAUSD in accordance with Section F1.3(b).

(b) Loss Caused by LAUSD. To the extent the damage or destruction, in whole or in part, is caused by the negligence or willful misconduct of LAUSD and/or a Co-Located User or their respective employees, agents or contractors, LAUSD and/or the Co-Located User, as applicable, at its sole cost and expense, shall be responsible for paying the property insurance deductible (notwithstanding any contrary provision in this Agreement) and restoring the damage or destruction to the condition existing prior to the damage or destruction or to such condition that allows for the good, safe and sanitary operation of the affected portion of the School as agreed to and accepted by OPERATOR.

(c) In the event of a peril that is not insurable or not covered by the LAUSD Property Insurance Program or by any separate property insurance approved by LAUSD in accordance with Section F1.3(b), neither OPERATOR or LAUSD shall have an obligation to restore said damage or destruction; provided, that the parties shall equally share in the cost to secure the damage or destruction from use, which may include the demolition and removal of such damage or destruction.

G2.4 Waiver of Subrogation. Notwithstanding anything to the contrary set forth in this Agreement, LAUSD and OPERATOR each hereby waive any and all claims against the other party, for any and all loss of or damage to the School or other tangible property, arising out of any peril covered by the LAUSD Insurance program or by any separate property insurance approved by LAUSD in accordance with Section F1.3(b).

G2.5 Process.

(a) Evaluation. Within 30 days after the date of the casualty, LAUSD and OPERATOR shall jointly evaluate and determine whether the damage or destruction can be repaired to the last plans approved by DSA and in compliance with all Applicable Laws and LAUSD standards within a 180 consecutive day period without the payment of overtime or other premiums and the estimated cost of repair. The costs incurred in preparing the evaluation shall be equally shared by the parties.

(b) Repairs Which Can Be Completed Within 180 Days.

(i) Participating in LAUSD Property Insurance Program. OPERATOR and LAUSD shall mutually agree upon the date when the repairs shall commence and LAUSD shall diligently pursue completion of such repair if:

(A) OPERATOR is current in its payments for said LAUSD Property Insurance Program;

(B) OPERATOR has remitted to LAUSD payment of the property insurance deductible OR, if the parties have mutually agreed not to exercise the coverage of the LAUSD Property Insurance Program, OPERATOR has remitted to LAUSD payment of the estimated cost of the repairs (not to exceed OPERATOR's responsibility for the property insurance deductible); and

(C) The damage or destruction can be repaired and substantially completed, in LAUSD's reasonable judgment, within a 180 consecutive day period without payment of overtime or other premiums (or with such overtime or premiums, but only if OPERATOR agrees to pay for the same).

In no event shall OPERATOR be liable for any deficiency in insurance coverage if OPERATOR is participating in the LAUSD Property Insurance Program and OPERATOR has remitted payment of the amounts described in subsections (i)(A) and (B).

(ii) Not Participating in LAUSD Property Insurance Program. If OPERATOR is not participating in the LAUSD Property Insurance Program for any reason, OPERATOR and LAUSD shall mutually agree upon the date when the repairs shall commence and OPERATOR shall diligently pursue completion of the repair of the damage and/or destruction to the condition existing prior to the damage or destruction or, subject to compliance with the terms and conditions of Exhibit E, to such other condition that allows for the good, safe and sanitary operation of the affected portion of the School.

(iii) Reduction of Fees or Charges. Regardless of the application of subsection (b)(i) or (ii) above, this Agreement shall remain in full force and effect during the repair period; PROVIDED, THAT any fees or charges due and payable under this Agreement and based upon the square footage of the School shall be adjusted proportionately for that period of time that portion of the School is rendered inaccessible or unusable by OPERATOR by the repair work.

(iv) Different Design. If LAUSD and OPERATOR agree to repair the damage or destruction to a different design or plan than what existed prior to the casualty, LAUSD and OPERATOR shall mutually agree upon the time period in which such repairs and work shall be performed. If OPERATOR is participating in the LAUSD Property Insurance Program, OPERATOR shall remit to LAUSD the property insurance deductible. If OPERATOR elected to obtain and maintain separate property insurance for the School, OPERATOR shall utilize the insurance proceeds to repair the damage and destruction to the agreed upon design.

(v) Right to Terminate. Notwithstanding anything herein to the contrary, in the event that a casualty occurs such that the anticipated date of restoration will not provide OPERATOR with at least one (1) academic school year, OPERATOR may terminate this Agreement so long as all of the following are satisfied:

(A) OPERATOR shall deliver to LAUSD a minimum of 30 days notice; and

(B) If OPERATOR is participating in the LAUSD Property Insurance Program, OPERATOR shall pay to LAUSD any payments due and outstanding under the LAUSD Property Insurance Program and the deductible required under the then current LAUSD Property Insurance Program; or

(C) If OPERATOR is not participating in the LAUSD Property Insurance Program, OPERATOR shall pay to LAUSD all proceeds from the separate property insurance obtained by OPERATOR (but excluding any insurance proceeds for OPERATOR Owned Property pursuant to Section F1.4) and any deductible required under OPERATOR's separate property insurance.

(c) Repairs Which Cannot Be Completed Within 180 Days. If the damage or destruction to the School cannot, in LAUSD's reasonable judgment, be substantially completed in the time specified in Subsection (e)(i) above, either party may terminate this Agreement by delivering notice to the other party (and such termination shall take effect 30 days after the date of receipt); provided, however, that prior to the effective termination of this Agreement, OPERATOR shall pay to LAUSD: (i) if participating in the LAUSD Property Insurance Program, any payments due and outstanding under the LAUSD Property Insurance Program and the deductible required under the then current LAUSD Property Insurance Program (not to exceed the amount of the actual cost to repair the damage and/or destruction); or (ii) if OPERATOR is not participating in the LAUSD Property Insurance Program, the proceeds of

OPERATOR's separate property insurance described in Section F1.3(b) and any deductible required under OPERATOR's separate property insurance. In no event shall OPERATOR be required to pay LAUSD any of OPERATOR's insurance proceeds pursuant to Section F1.4.

G2.6 Loss Not Fully Covered by LAUSD Property Insurance Program or OPERATOR's Insurance. If such casualty to the School is not fully covered by the LAUSD Property Insurance Program or OPERATOR's separate property insurance (if OPERATOR has opted out of participating in the LAUSD Property Insurance Program), then either party may terminate this Agreement by delivering notice to the other party and such termination shall take effect 30 days after the date of receipt of the notice. For purposes of the preceding sentence, any deductible required under the then current LAUSD Property Insurance Program or separate property insurance obtained by OPERATOR shall not render a casualty "not fully covered." In order to avoid termination of this Agreement pursuant to the foregoing, OPERATOR, in its sole discretion, may elect to pay LAUSD for the uncovered, estimated costs and expenses to repair such damage or destruction, or pay in accordance with a structured payment schedule agreed to by LAUSD in its sole and absolute discretion and thereby avoid such termination. OPERATOR must exercise such option in writing and deliver said written election to LAUSD within 30 days of OPERATOR's receipt of LAUSD's notice of termination. If OPERATOR exercises such option, this Agreement shall continue in full force and effect; PROVIDED, THAT any fees or charges due and payable under this Agreement and based upon the square footage of the School shall be adjusted proportionately for that period of time that portion of the School is rendered inaccessible or unusable by OPERATOR by the repair work.

G3 Relocation. If this Agreement is terminated pursuant to this Exhibit G, LAUSD shall have no obligation under this Agreement to relocate OPERATOR and OPERATOR's educational program that was conducted at the School. Rather, Public School Choice being a new program to provide innovative, alternative educational programs, LAUSD shall have the right to evaluate the situation and determine the course of action for the School such as, but not limited to, absorbing the students at the School at other LAUSD schools or creating a smaller school campus at the School site. LAUSD shall make best efforts to minimize disruption to the students by housing OPERATOR's entire program in a single facility but LAUSD shall not have an obligation under this Agreement to do so and shall not be required to disrupt another school in order to accommodate OPERATOR. This provision shall not affect any of OPERATOR's other rights under law following termination of this Agreement. This provision shall survive the expiration or earlier termination of the Agreement.

EXHIBIT H
LAUSD'S ACCESS AND RIGHT TO PERFORM

H1 Entry. LAUSD and its authorized representatives shall have the right, after two (2) Business Days prior notice to OPERATOR, to enter the School during normal business hours for any purpose as the owner of the School such as, but not limited to, the inspection described in Section A.6, or to perform Deferred Maintenance in or on the School pursuant to the terms of this Agreement. If the School is eligible for inclusion in LAUSD's Deferred Maintenance Program, LAUSD may enter the School in accordance with this provision to inspect the School for the five year plan for Deferred Maintenance. To the extent possible, OPERATOR and LAUSD shall mutually agree upon the hours and dates when LAUSD shall exercise its right enter the School as provided herein; PROVIDED, THAT, mutual agreement of the parties shall not be a condition to the exercise of the right to enter the School and, at a minimum, LAUSD may exercise its right to enter the School upon providing the minimum notice and conducting such inspection during reasonable business hours. LAUSD shall use its best efforts not to unreasonably interfere with any of OPERATOR's activities or use of the School in connection with any such entry by LAUSD or its employees, agents, contractors or consultants pursuant to the term of this Section or any other section of this Agreement such entry.

Notwithstanding the foregoing, LAUSD shall not be required to provide any prior notice in the event of an Emergency.

Nothing in this section shall impact or restrict the authority of LAUSD's Charter School Division from entering the School to perform its general oversight responsibilities under the terms of OPERATOR's Approved Charter Petition and Applicable Laws.

H2 Right to Perform. If OPERATOR fails to perform or observe any covenant or condition to be performed by OPERATOR, LAUSD and its authorized representative shall have the right but not the obligation, after 10 Business Days prior notice to OPERATOR, to enter the School during normal business hours for the purpose of performing such covenant or condition. All costs incurred by LAUSD in so performing shall be reimbursed to LAUSD by OPERATOR in accordance with Section D5 above. Any performance by LAUSD of OPERATOR's obligations shall not waive or cure such default. LAUSD may perform OPERATOR's defaulted obligations at OPERATOR's sole cost and expense.

H3 Other. LAUSD shall have the right after three (3) Business Days' prior notice to OPERATOR to enter the School at all reasonable times during usual business hours for the purpose of exhibiting the same to prospective purchasers or mortgagees, or charter schools thereof.

H4. LAUSD shall use its best efforts not to unreasonably interfere with any of OPERATOR's activities or use of the School in connection with any such entry by LAUSD or its employees, agents, contractors or consultants pursuant to the terms of this Section, and OPERATOR shall use its best efforts to accommodate LAUSD on the dates LAUSD has noticed for entry to the School.

EXHIBIT I
LIENS; EMINENT DOMAIN

I1 Liens. OPERATOR shall not suffer or permit any liens to stand against the School or any LAUSD F&E, or any part thereof, by reason of any work, labor, services or materials done, supplied, or claimed to have been done or supplied. If as a result of work performed by or under the direction of OPERATOR any such lien shall at any time be filed against the School or any LAUSD F&E, OPERATOR shall provide notice thereof to LAUSD as soon as notice of such lien or action comes to the knowledge of OPERATOR. OPERATOR, at its sole cost and expense, shall cause the lien or action to be discharged of record within 30 days after the date of the filing of same, either by payment, deposit or bond, unless a bond therefore is already in effect. Nothing in this Agreement shall be construed as consent or agreement by LAUSD to subject its fee estate in the School or ownership of the LAUSD F&E to liability under any theories of law or to any contractor or laborer for work performed.

I2 Release of Liens. If any such liens are not so discharged within 30 days after the date of the filing of the same, LAUSD may, without waiving its rights and remedies based on such breach by OPERATOR whose dealings gave rise to the lien and without releasing OPERATOR from any of its obligations, cause such liens to be release by any reasonable means, including payment in satisfaction of the claim giving rise to such lien. OPERATOR shall pay to LAUSD any sum paid by LAUSD to remove such liens in accordance with Section D5 above.

I3 Eminent Domain.

I3.1 Termination of Agreement. This Agreement shall terminate if all of the School is permanently taken under the power of eminent domain. If only a part of the School is permanently taken under the power of eminent domain, LAUSD or OPERATOR may elect to terminate this Agreement by providing 60 days' notice to the other party if such taking prevents LAUSD or OPERATOR from fulfilling its educational purposes at the School. In the event of a permanent partial taking which does not result in termination of this Agreement, any fees or charges due and payable under this Agreement and based upon the square footage of the School shall be adjusted proportionately for that portion of the School that OPERATOR cannot use and relinquishes use of. LAUSD shall restore the School by constructing a demising wall if deemed necessary by LAUSD to separate the School from the portion permanently taken.

I3.2 Allocation of Condemnation Award. In the event of a permanent condemnation or taking of all or part of the School, LAUSD shall be entitled to any and all awards which may be made in such taking or condemnation relating to all interests, including the fee title, to the School. Nothing contained in this Section I3 shall be deemed to give LAUSD any interest in or to require OPERATOR to assign to LAUSD any separate award as designated by the condemning authority for OPERATOR Owned Property (including those Alterations which OPERATOR owns) or otherwise. OPERATOR shall be able to retain any separate award as designated by the condemning authority, made to OPERATOR for (i) the taking of OPERATOR Owned Property, (ii) interruption of or damage to OPERATOR's business, or (iii) amounts attributable to OPERATOR's relocation expenses.

I3.3 Temporary Taking. No temporary taking of the School and/or of OPERATOR's rights to the School or under this Agreement shall terminate this Agreement or give OPERATOR any right to any abatement of any payments due and payable to LAUSD pursuant to this Agreement, PROVIDED, THAT such temporary taking does not continue for more than five (5) consecutive days or a total of five (5) non-consecutive days in any 30 day period. Any award made by reason of such temporary taking shall belong entirely to LAUSD, except as to compensation for (i) the temporary taking of OPERATOR Owned Property, (ii) interruption of or damage to OPERATOR's business, or (iii) amounts attributable to OPERATOR's temporary relocation expenses.

I3.4 No Eminent Domain by LAUSD. Notwithstanding any other provisions of this Agreement, LAUSD covenants, warrants, represents and agrees that it will not, at any time during the Term of this Agreement or any extensions hereto, initiate, engage in, undertake, attempt or pursue, either singly or in combination with any government entities or entity, a condemnation proceeding by right of eminent domain with respect to any portion of the School.

EXHIBIT J
SURRENDER; HOLD OVER

J1 Surrender of School. On the last day of the Term hereof, OPERATOR shall surrender to LAUSD the School, vacant and in the same condition as when received or made, ordinary wear and tear excepted, free and clear of any liens or encumbrances created by OPERATOR without the consent of LAUSD or required to be removed by LAUSD as a condition to its consent for the creation of such lien or encumbrance. Permitted Alterations shall be considered within the scope of "wear and tear" if LAUSD has agreed in writing that OPERATOR does not have an obligation to restore the School to the condition existing prior to said permitted Alteration. Damage by casualty shall be considered within "wear and tear" if OPERATOR has complied with its obligations under Exhibit G. All Alterations made by or for OPERATOR, whether temporary or permanent in character, made either by LAUSD or OPERATOR, shall unless otherwise agreed to by LAUSD be removed and the School shall be surrendered to LAUSD in good condition upon expiration of the Term or termination of this Agreement. By the last day of the Term, OPERATOR shall remove completely all OPERATOR Owned Property, including moveable furniture, trade fixtures, and equipment not attached to the School, and repair all damage caused by such removal. Any OPERATOR Owned Property not so removed shall automatically become the property of LAUSD upon the expiration or termination of this Agreement if LAUSD has notified OPERATOR of the OPERATOR Owned Property remaining at the School, given OPERATOR a reasonable period to remove said OPERATOR Owned Property and that failure to remove said OPERATOR Owned Property shall cause such to become the property of LAUSD; PROVIDED, THAT the foregoing election to take ownership of OPERATOR Owned Property remaining at the School shall not apply to any modular classrooms purchased by OPERATOR. If LAUSD does not elect to take ownership of and OPERATOR fails to remove any OPERATOR Owned Property remaining at the School, LAUSD may dispose of said OPERATOR Owned Property remaining at the School without any notice or liability whatsoever to OPERATOR and LAUSD may charge and collect from OPERATOR for the cost incurred in storing and disposing of said OPERATOR Owned Property remaining at the School in accordance with Section D5.

J2 Compliance with Applicable Laws. OPERATOR's removal of OPERATOR Owned Property is subject to Applicable Laws, including any local permits and/or approval by the DSA, and LAUSD's standards. OPERATOR, at its sole cost and expense, shall repair any damage caused by the removal of OPERATOR Owned Property to a condition acceptable to LAUSD.

J3 Holding Over. OPERATOR shall surrender possession of the School no later than 4:30 p.m. on the day of the expiration of the Term or earlier termination of this Agreement. OPERATOR will not be permitted to hold over possession of the School after such expiration or earlier termination of the Term without the express written consent of LAUSD, which consent LAUSD may withhold in its sole and absolute discretion. Any holdover by OPERATOR shall constitute a material breach of this Agreement by OPERATOR entitling LAUSD to pursue any and all remedies available at law and in equity, including without limitation consequential damages resulting therefrom.

EXHIBIT K
OPERATOR'S DEFAULT; LAUSD'S REMEDIES

K1 OPERATOR's Default. The occurrence of any one of the following events shall be considered a default of this Agreement by OPERATOR:

K1.1 The failure of OPERATOR to pay any charges or fees due and payable hereunder pursuant to the provisions of sections D4 or D5, as applicable, or otherwise provided herein; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and such 30 day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

K1.2 The failure of OPERATOR to observe or perform any of its covenants or obligations hereunder, which failure continues past the notice and cure period provided herein. LAUSD shall provide OPERATOR with notice of default and OPERATOR shall have 30 days to provide a response to LAUSD either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable by LAUSD within which OPERATOR will diligently prosecute the same to completion. If more than 30 days are reasonably required to complete such cure, OPERATOR shall not be deemed in default if it commences a cure within such 30 day period, or such other period set forth in the timeline accepted by LAUSD, and thereafter diligently pursues such cure to completion. Any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161; and such cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

K1.3 OPERATOR's abandonment of the School for a period of 30 consecutive days, it being agreed that any OPERATOR Owned Property remaining in the School shall not be evidence that OPERATOR has not vacated or abandoned the School; PROVIDED, HOWEVER, any normal school holidays including summer and inter-term breaks shall not constitute abandonment of the School;

K1.4 The making by OPERATOR of any general assignment or general arrangement for the benefit of creditors; the filing by or against OPERATOR of a petition to have OPERATOR adjudged bankrupt or a petition for reorganization or arrangement under any law relation to bankruptcy (unless the same is dismissed within 60 days); the appointment of a trustee or receiver to take possession of substantially all of the OPERATOR's assets located at the School, or of OPERATOR's interest in this Agreement, where possession is not restored to OPERATOR within 30 days; or the attachment, execution or other judicial seizure of substantially all of OPERATOR's assets located at the School or of OPERATOR's interest in this Agreement, where such seizure is not discharged within 30 days.

K1.5 Any failure by OPERATOR to execute and deliver any statement or document described in Exhibit N below within a reasonable period of time after LAUSD's written request for such statement or document. Any such notice shall be in lieu of and not in addition to any notice required under Code of Civil Procedure section 1161, and such 30 day cure

period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

K1.6 The assignment, subletting or other transfer of this Agreement in violation of Section B9.

K1.7 The failure of OPERATOR to vacate the School following the termination of this Agreement, as described in this Agreement.

K2 LAUSD's Remedies.

K2.1 In the event of any default by OPERATOR and if OPERATOR fails to cure such default within the time period specified in this Agreement after receipt of notice from LAUSD of such default, LAUSD shall have the right, in addition to all other rights available to LAUSD under this Agreement or now or later permitted by law or equity, to terminate this Agreement by providing OPERATOR with a 90 day prior notice of termination. Upon termination, LAUSD may recover any damages proximately caused by OPERATOR's failure to perform under this Agreement, or which are likely in the ordinary course of business to be incurred, including any amount expended or to be expended by LAUSD in an effort to mitigate damages, as well as any other damages which LAUSD is entitled to recover under any statute now or later in effect.

K2.2 In accordance with Civil Code section 1951.4 (or any successor statute), OPERATOR acknowledges that in the event OPERATOR has breached this Agreement and abandoned the School, this Agreement shall continue in effect for so long as LAUSD does not terminate OPERATOR's right to possession, and LAUSD may enforce all its rights and remedies under this Agreement, including the right to recover all fees and charges due and payable under this Agreement and the reasonable costs incurred to preserve the School, LAUSD F&E or OPERATOR Owned Property. Acts of maintenance or preservation of the School, LAUSD F&E or OPERATOR Owned Property or the appointment of a receiver upon initiative of LAUSD to protect LAUSD's interest under this Agreement shall not constitute a termination of OPERATOR's right to possession. In addition to its other rights under this Agreement, LAUSD has the remedy described in Civil Code section 1951.4.

K2.3 In the event of any default by OPERATOR and if OPERATOR fails to cure such default within a the time period specified in this Agreement after receipt of notice from LAUSD of such default, LAUSD shall also have the right, with or without terminating this Agreement, to enter the School and remove all persons occupying or using the School under the authority of OPERATOR and OPERATOR Owned Property from the School, such OPERATOR Owned Property being removed and stored in a public warehouse or elsewhere at OPERATOR's sole cost and expense. No removal by LAUSD of any such persons or OPERATOR Owned Property in the School shall constitute an election to terminate this Agreement. Such an election to terminate may only be made by LAUSD in writing, or decreed by a court of competent jurisdiction. LAUSD's right of entry shall include the right to remodel the School and allow another user to occupy and use the School. Any payments made by OPERATOR or other user

shall be credited to the amounts owed by OPERATOR under this Agreement. No entry by LAUSD shall prevent LAUSD from later terminating this Agreement by written notice.

K2.4 If OPERATOR fails to perform any covenant or condition to be performed by OPERATOR within a the time period specified in this Agreement after OPERATOR received notice of such failure from LAUSD, LAUSD may perform such covenant or condition at its option, after notice to OPERATOR. In the event of an Emergency, LAUSD has the right to perform such activity to mitigate the impact of the Emergency. All reasonable costs incurred by LAUSD in so performing shall be reimbursed to LAUSD by OPERATOR in accordance with Section D5 hereof. Any performance by LAUSD of OPERATOR's obligations shall not waive or cure such default. All out-of-pocket, reasonable costs and expenses actually incurred by LAUSD in collecting payments due, or enforcing the obligations of OPERATOR under this Agreement shall be paid by OPERATOR to LAUSD in accordance with Section D5 hereof.

K2.5 The rights and remedies of LAUSD set forth herein are not exclusive, and LAUSD may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

K2.6 Notwithstanding anything set forth above, in the event OPERATOR ceases operations at the School and vacates the School (where such action by OPERATOR was not otherwise permitted by the terms of this Agreement (e.g. casualty) or at law), the monetary damages that OPERATOR shall be liable for shall be the lesser of (i) the total monetary obligations for future payments (or OPERATOR's proportionate share if there are Co-Located Users at the School) that otherwise would have been payable hereunder, or (ii) the amount of such future payments as would have accrued between the time OPERATOR stopped making such payments and that date when LAUSD reoccupied the School (although nothing in this Agreement shall require LAUSD to reoccupy the School or OPERATOR's Exclusive Use Space), or (iii) the amount of such future payments as would have accrued between the time OPERATOR stopped making such payments and that date when LAUSD delivered occupancy of the School to another charter school or other entity, provided, that if the other charter school or entity is paying less than the amount paid by OPERATOR under this Agreement, OPERATOR shall pay the difference between the amount of OPERATOR's payments and the amount of the payments paid by the other charter school or entity for the remaining duration of the Term of this Agreement. LAUSD shall have an obligation to make reasonable efforts to mitigate its damages.

EXHIBIT L
LAUSD'S DEFAULT; OPERATOR'S REMEDIES

L1 LAUSD's Default. LAUSD shall be considered in default of this Agreement for failure by LAUSD to observe or perform any of its covenants or obligations hereunder. LAUSD shall not be in default of any of the obligations of LAUSD under this Agreement unless LAUSD fails to perform such obligations within 30 days (except in the event of an Emergency, in which case LAUSD shall perform its obligations immediately) after notice by OPERATOR to LAUSD specifying wherein LAUSD has failed to perform such obligations; provided, however, that if the nature of LAUSD's default is such that more than 30 days are required for its cure, LAUSD shall not be in default if LAUSD commences such cure within such 30 day period and thereafter diligently prosecutes the same to completion. Any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161; and such cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161.

L2 OPERATOR's Remedies. If LAUSD fails to perform any covenant or condition to be performed by LAUSD within the time period specified in Section L1 after LAUSD received notice of such failure from OPERATOR, OPERATOR shall have the right to withhold payment of any monies due and owing under this Agreement as its remedy for LAUSD's non-performance and apply the same to any amounts owed by LAUSD to OPERATOR as a result of LAUSD's breach. OPERATOR has the right to perform such activity to mitigate the impact of the failure. All out-of-pocket, reasonable costs and expenses actually incurred by OPERATOR as a result of LAUSD's failure to perform under this Agreement, in collecting payments due, or enforcing the obligations LAUSD under this Agreement shall be paid by LAUSD to OPERATOR within 30 days of written demand therefor.

In addition to all other available rights and remedies, upon default by LAUSD and the expiration of any applicable notice or grace periods, OPERATOR shall have the right to (i) seek and obtain injunctive and other equitable relief; (ii) recover its actual costs incurred in enforcing the terms and conditions of this Agreement against LAUSD; (iii) terminate this Agreement, and/or (iv) recover all damages proximately caused by LAUSD's default. The rights and remedies of OPERATOR set forth herein are not exclusive, and OPERATOR may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

EXHIBIT M
HAZARDOUS MATERIALS

M1 Compliance with Laws. OPERATOR and LAUSD shall each comply with all applicable Environmental Laws relating to industrial hygiene and environmental conditions on, under or about the School, including but not limited to, air, soil and ground water conditions. Neither party shall use Hazardous Materials on, under or about the School in violation of Environmental Laws; provided, however, that the parties may use normal and customary cleaning solutions and office supplies so long as the use of such solutions and supplies are in quantities and in a manner wholly consistent with all applicable Environmental Laws; and further provided that the parties may use normal and customary chemicals for classroom use so long as the use of such chemicals are in quantities and in a manner wholly consistent with all applicable school standards and approved by LAUSD's Office of Environmental Health and Safety (OEHS). Without limiting the generality of the foregoing, neither party shall transport, use, store, maintain, generate, manufacture, handle, dispose, Release or discharge any Hazardous Material upon or about the School in violation of Environmental Laws during the Term of this Agreement. In addition, OPERATOR shall be cognizant of activities that it conducts on the School which may be considered to be a "project" under CEQA. Prior to engaging in any activity which may trigger CEQA compliance, OPERATOR shall notify LAUSD of the need for possible environmental review of such activity.

M2 Notice. A party will promptly notify the other party in writing if such party has or acquires actual notice or knowledge that any Hazardous Material has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the School in violation of Environmental Laws. A party shall promptly provide copies to the other party of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the conditions of the School or compliance with Environmental Laws. OPERATOR shall promptly supply LAUSD with copies of all notices, reports, correspondence, and submissions made by OPERATOR to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to Environmental Laws. To the extent OPERATOR has actual knowledge of the same, OPERATOR shall promptly notify LAUSD of any liens threatened or attached against the School pursuant to any Environmental Laws.

M3 Inspection. LAUSD and LAUSD's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by LAUSD, may (but without the obligation or duty to do so), at any time and from time to time, on not less than 10 days notice to OPERATOR (except in the event of an Emergency, in which case, no notice will be required), inspect the School to determine whether OPERATOR is complying with OPERATOR's obligations set forth in this Exhibit M, and to perform environmental inspections and samplings, during regular business hours (except in the event of an Emergency) or during such other hours as LAUSD and OPERATOR may agree. OPERATOR will comply with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 CFR part 763.

M4 Indemnification. Except to the extent of LAUSD's and LAUSD Parties' (defined to include LAUSD's employees, agents, contractors, students (to the extent LAUSD operates a program at the School) and invitees) negligence or willful misconduct, OPERATOR shall indemnify, defend (by counsel reasonably approved in writing by LAUSD), protect, save and hold harmless LAUSD and LAUSD Parties from and against any and all Claims arising from any breach of OPERATOR's covenants under this Exhibit M. Except to the extent of OPERATOR's and OPERATOR Parties' (defined to include OPERATOR's employees, agents, contractors, students and invitees) negligence or willful misconduct, LAUSD shall indemnify, defend (by counsel reasonably approved in writing by OPERATOR), protect, save and hold harmless OPERATOR and OPERATOR Parties from and against any and all Claims arising from any breach of LAUSD's covenants under this Exhibit M.

M5 LAUSD Disclosures. To the best knowledge of LAUSD and unless identified in Exhibit R attached hereto and incorporated herein or otherwise disclosed to OPERATOR in writing, the School has not been used to treat, store, process, or dispose of Hazardous Materials, except for normal and customary cleaning solutions and office supplies in quantities and in a manner wholly consistent with all applicable Environmental Laws and normal and customary chemicals used in the course of LAUSD's programs, and to the best knowledge of LAUSD there are no Releases nor have there ever been any Releases of such Hazardous Materials at, on, about or under the School which would give rise to a cleanup or remediation obligation under any applicable federal, state or local Environmental Laws or under common law. LAUSD discloses that it presumes many of the LAUSD school campuses have asbestos, including insulation or flooring, lead, and possibly other Hazardous Materials that were acceptable for use at the time of the construction of the School, or alterations thereto, and that may be undiscovered to date. OPERATOR should use, operate, maintain and repair the School with such presumption in mind. Prior to undertaking any work LAUSD recommends OPERATOR evaluate the area for the presence of any Hazardous Materials and, if Hazardous Materials are identified, OPERATOR shall use appropriately trained personnel in handling the Hazardous Materials.

LAUSD hereby indemnifies, defends (by counsel reasonably approved in writing by OPERATOR), protects, saves and holds harmless OPERATOR from and against any and all loss, liability, damage, cost, expense or claim arising from (a) any failure to disclose any known past or present Hazardous Materials on the School; or (b) any and all environmental conditions caused by LAUSD or its contractors, agents, employees, invitees, or representatives, or any third parties.

EXHIBIT N
SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE

N1 Obligations of OPERATOR. This Agreement and the rights granted to OPERATOR by this Agreement are and shall be subject and subordinate at all times to all deeds of trust or mortgages now or later affecting or encumbering all or any part of the School and/or any ground or underlying leasehold estate; provided, however, any such subordination shall be subject to the execution of a non-disturbance agreement reasonably acceptable to OPERATOR by LAUSD under the deed of trust or mortgage; and provided, further, however, that if LAUSD elects at any time to have OPERATOR's interest in this Agreement be or become superior, senior or prior to any such instrument, then upon receipt by OPERATOR of notice of such election, OPERATOR shall immediately execute all necessary and reasonable subordination instruments or other reasonable documents confirming the subordination of such mortgage or deed of trust to this Agreement.

N2 LAUSD's Right to Assign. LAUSD's interest in this Agreement may be assigned to any mortgagee or trust deed beneficiary as additional security. Nothing in this Agreement shall empower OPERATOR to do any act without LAUSD's prior consent which can, shall or may encumber the title of LAUSD of all or any part of the School.

N3 Attornment by OPERATOR. In the event of any foreclosure of any or all mortgages or deeds of trust encumbering the School by trustee's sale, voluntary agreement, deed in lieu of foreclosure, or by the commencement of any judicial action seeking foreclosure, OPERATOR shall attorn to and recognize the beneficiary or purchaser at the foreclosure sale, as OPERATOR's landlord under this Agreement with respect to the School, and OPERATOR agrees to execute and deliver at any time upon request of such beneficiary, purchaser, or their successors, any instrument to further evidence such attornment. OPERATOR hereby waives its right, if any, to elect to terminate this Agreement or to surrender possession of the School in the event of any such mortgage or deed of trust foreclosure.

N4 Non-Disturbance. Notwithstanding any of the provisions of this Exhibit N to the contrary, in the event of the cancellation or termination of any or all other agreements affecting all or any part of the School in accordance with its terms or by the surrender thereof, whether voluntary, involuntary or by operation of law, or by summary proceedings, or in the event of any foreclosure of any or all mortgages or deeds of trust encumbering the School by trustee's sale, voluntary agreement, deed in lieu of foreclosure, or by the commencement of any judicial action seeking foreclosure, OPERATOR shall be allowed to occupy the School and this Agreement shall remain in effect, subject to the terms of this Agreement.

EXHIBIT O
THE CHARTER SCHOOL ACT

Public School Choice (“PSC”) is a program developed by LAUSD to expand the types of educational programs available for students. The PSC program is not required by statute, ordinance, rules or regulations. OPERATOR submitted an application identifying its educational program which it was proposing to conduct at the School. OPERATOR was selected after an advisory vote by the community on the proposed educational programs for the School and evaluation by the Superintendent of LAUSD.

OPERATOR acknowledges and agrees that the specific portions of the Charter School Act of 1992 and its regulations (at the time of this Agreement only contained in Education Code Section 47614 and its implementing regulations at 5 Cal. Code Regs. Section 119791. et seq.) pertaining to facilities, furniture, fixture, equipment or facilities-related services, do not apply to the PSC program, the School, any furniture, fixture, equipment or services provided by LAUSD at the School, or this Agreement.

During (a) the Term of this Agreement, and (b) any period following the expiration or termination of this Agreement that OPERATOR is in occupancy of the School until the parties enter into any new agreement for the occupancy of the School, OPERATOR agrees that

(A) OPERATOR agrees and hereby waives any and all rights existing at law or in equity or under the Charter School Act of 1992 and its regulations to require LAUSD to provide OPERATOR with any additional facilities, furniture, fixture, equipment, facilities-related services or upgrades thereto, repair or replacement of any portions of the School, or other real or personal property with respect to students authorized pursuant to the Approved Charter Petition (collectively, “Additional Facilities”), and

(B) OPERATOR covenants that OPERATOR shall not commence any action or proceeding to require LAUSD to provide OPERATOR with any Additional Facilities.

The foregoing waivers and covenants shall be broadly construed in favor of LAUSD and shall apply to existing and future Applicable Laws imposing a requirement on LAUSD to provide OPERATOR with any Additional Facilities.

The rationale for the foregoing waiver and covenant is that LAUSD is providing OPERATOR with a facility that is equipped and suitable for operation as a public school. The School is reasonably equivalent to LAUSD operated schools as of the Commencement Date and adequate to accommodate the students OPERATOR is authorized to instruct pursuant to its charter petition. OPERATOR will receive all revenues and average daily attendance funding for the students educated by OPERATOR at the School (LAUSD will not receive any of these funds deriving from the students OPERATOR educates) and OPERATOR shall be required to use such revenues and funds to operate and maintain the School and LAUSD F&E for OPERATOR’s students.

As an example, and not as a limitation, once the School and LAUSD F&E are turned over to OPERATOR, LAUSD shall have no obligation to maintain or repair LAUSD F&E, replace LAUSD F&E that are damaged, destroyed or stolen, or provide new LAUSD F&E because other LAUSD operated schools are receiving new furnishings, fixtures and equipment.

This Exhibit O shall not apply to OPERATOR's other charter schools either currently operating or which may be operated in the future within the boundaries of LAUSD for which OPERATOR has or may have a separate charter petition for.

OPERATOR shall have the right to submit a facilities request in accordance with the Charter School Act of 1992 and its regulations in the facilities cycle occurring one (1) year prior to the expiration of this Agreement; PROVIDED, HOWEVER, THAT if OPERATOR's Approved Charter Petition is renewed under the Public School Choice program, OPERATOR's facilities request shall be considered to be withdrawn and this Agreement shall renew for a period of time co-terminus with OPERATOR's Approved Charter Petition.

Nothing contained in this Agreement shall constitute any waiver of any of OPERATOR's rights or privileges under OPERATOR's Approved Charter Petition except for the specific agreements and waivers contained in this Agreement.

EXHIBIT P
INDEMNIFICATION

For purposes of this Agreement, the term "OPERATOR" shall be construed to mean OPERATOR, its board or governing body, officers, employees, agents, students enrolled at the School, and invitees. For purposes of this Agreement, the term "LAUSD" shall be construed to mean LAUSD, its board or governing body, officers, employees, agents, and invitees.

LAUSD and OPERATOR hereby agree and acknowledge that the relationship between LAUSD and OPERATOR is not a principal/agent relationship. OPERATOR is acting on its own behalf in operating from the School (or any other purpose(s) thereupon) and OPERATOR is not operating as an agent of LAUSD.

To the fullest extent permitted by law, OPERATOR and LAUSD shall indemnify, defend and protect each other and their affiliates, successors and assigns, and their officers, directors, shareholders, board members, other members, partners, agents and employees (sometimes referred to as the "Indemnified Party" or sometimes collectively referred to as the "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) (singularly "Liability" and collectively "Liabilities") incurred in connection with or arising from:

- (a) Any default by OPERATOR or LAUSD in the observance or performance of any of the terms, covenants or conditions of this Agreement;
- (b) The use, occupancy or activities occurring at the School or any operations or programs conducted or permitted by OPERATOR including, but not limited to, its educational instruction and ancillary uses thereto, its Civic Center Program, Filming, Licensing, and any Alterations to the School;
- (c) The use, occupancy or activities occurring at the School or any operations or programs conducted or permitted by LAUSD including, but not limited to, M&O performed by LAUSD, Deferred Maintenance performed by LAUSD, the administration of civic center permits, filming or licensing pursuant to an agreement between OPERATOR and LAUSD;
- (d) Any person claiming by, through or under OPERATOR or LAUSD, or their respective employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the School either prior to, during, or after the expiration of the Term of this Agreement; and
- (e) Any claim by a third party that OPERATOR or LAUSD is responsible for any actions by the other party in connection with any use or occupancy of or activities on the School or in any way related to this Agreement.

Notwithstanding anything to the contrary, the provisions of this Exhibit P shall not apply to the extent that all or part of the Liabilities are due to the gross negligence or willful

misconduct of the Indemnified Parties or due to the breach of the Indemnified Party's obligations under this Agreement, in which event, to the extent attributable to such parties' gross negligence or willful misconduct or breach of this Agreement, such parties shall indemnify the other party to the extent so caused. The provisions of this Exhibit P shall survive the expiration or sooner termination of this Agreement.

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

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

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

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

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

EXHIBIT Q CO-LOCATIONS

The terms and conditions set forth in this Exhibit Q shall be in addition to that contained in the Agreement and shall apply to that situation in which there are two (2) or more users (which may include LAUSD) utilizing the School during normal educational instruction hours for any purpose permitted by LAUSD. The term "Co-Located User" shall mean LAUSD, a school operator, charter school, or other user permitted by LAUSD to occupy the School during normal educational instruction hours and additionally includes OPERATOR as the context may require. In the event of any conflict between the Agreement and this Exhibit Q, the terms and conditions of this Exhibit Q shall take priority in those situations where there are two (2) or more Co-Located User utilizing the School. Notwithstanding the foregoing, Co-Located user shall not refer to any third party utilizing the School pursuant to Section B8 of this Agreement.

Q1. Exclusive Use Space; Shared Use Space.

Q1.1 Exclusive Use Space. OPERATOR and the Co-Located User(s) shall each be assigned certain classrooms and other space, if applicable, that shall be designated for their respective exclusive use ("Exclusive Use Space"). The Exclusive Use Space for OPERATOR and the Co-Located User(s) shall be as designated on a site plan attached to this Agreement as Schedule Q-1. If OPERATOR initially is the only occupant of the School and subsequently LAUSD determines space is available for another user, OPERATOR shall have first choice in the designation of its Exclusive Use Space so long as all of the Exclusive Use Space designated for the other Co-Located User(s) is contiguous or in a reasonable grouping.

Q1.2 Shared Use Space. All remaining space, features, systems, furnishings, furniture, fixtures and equipment of the School that is not designated "Exclusive Use Space" or not located within the Exclusive Use Space for a Co-Located User, including OPERATOR, shall be deemed to be "Shared Use Space," and OPERATOR and all Co-Located User(s) shall pay their proportionate share of the maintenance and operation of the Shared Use Space regardless of whether OPERATOR or said Co-Located User actually uses a particular Shared Use Space. There shall be a presumption that all utility systems and other infrastructure providing service and/or support for the School shall be Shared Use Space. All users of the School, including OPERATOR, shall proportionately share in the use and the cost of maintenance and operations of the Shared Use Space including, but not limited to, mutually agreed upon replacement or upgrade of any component of the Shared Use Space.

Q1.3 Proportionate Share. Proportionate share of the use and cost of maintenance and operations for the School, and other costs arising from the School shall be determined by dividing the Co-Located User's (including OPERATOR) total square footage of Exclusive Use Space by the total square footage of all Exclusive Use Space of the School or such other formula mutually agreed upon by OPERATOR and all Co-Located Users. Any cost attributable solely to an Exclusive Use Space shall be allocated to the user of said Exclusive Use Space; otherwise such costs shall be considered to be a cost of the Shared Use Space.

(a) Calculation of Square Footage of Exclusive Use Space. If a Co-Located User is occupying some, but not all, rooms in a building, the square footage of the rooms designated the Exclusive Use Space of such Co-Located User shall be measured from the interior surface of the demising walls. If such Co-Located User is occupying all rooms in a building, the building shall be deemed Exclusive Use Space and the total square footage measured from the exterior surface of the exterior walls of the building.

As an example, and not as a limitation, suppose the total square footage of all Exclusive Use Space of School XYZ is 100,000 s.f., the total square footage of OPERATOR's Exclusive Use Space is 50,000, the total square footage of Co-Located User#A is 30,000, and the total square footage of Co-Located User#B (which happens to be LAUSD) is 20,000.

OPERATOR's proportionate share is 50% (50,000/100,000)
Co-Located User#A's proportionate share is 30% (30,000/100,000)
Co-Located User#B's proportionate share is 20% (20,000/100,000)

(b) Equitable Adjustment of Proportionate Share. The proportionate share is intended to reflect an equitable allocation of Shared Costs, as defined below. If the square footage-based proportionate share does not substantially reflect the Co-Located Users' respective use of the Shared Use Space, then the Co-Located Users shall mutually agree upon appropriate adjustments to the proportionate share allocated to each Co-Located Users; provided, that if the Co-Located Users cannot mutually agree upon the appropriate adjustments to the proportionate share allocations, any Co-Located User may commence dispute resolution as provided in Section 4(a) of this Agreement. During the interim of such dispute resolution process, each Co-Located Users shall continue to pay its proportionate share of Shared Costs. As an example, and not as a limitation, a school devoted to theater and performing arts will likely use a much higher relative percentage of the practice rooms, multi-purpose rooms, auditoriums and theaters than a Co-Located User whose program is not so focused. Notwithstanding the foregoing, this subsection (b) shall not be interpreted to require the adjustment of proportionate share of Co-Located Users if one or more of said Co-Located Users elect not to use its full proportionate share of the Shared Use Space.

Q1.4 Shared Costs. All Co-Located Users, including OPERATOR, shall pay their respective proportionate share of: (i) the cost of operations and maintenance of the Shared Use Space; and (ii) utilities for the School (which utilities shall be deemed LAUSD Provided Utilities pursuant to Section D2 of this Agreement). Notwithstanding the foregoing, any utilities separately metered to a single Exclusive Use Space, and any infrastructure system exclusively servicing a single Exclusive Use Space, shall not be deemed a Shared Cost and the occupier or occupiers of such Exclusive Use Space shall be solely responsible for the cost thereof.

Q2. Day-to-Day Shared Use. OPERATOR and the Co-Located User(s) shall in good faith negotiate and enter into an agreement setting forth the day-to-day shared use of the School by each party. In the event OPERATOR and the Co-Located User cannot agree on the day-to-day shared use of the School, upon notification by either party of the inability to reach an agreement, LAUSD shall have the right to develop a schedule for the day-to-day shared use of the School based on the proportionate share (as calculated pursuant to Section Q1.3) of each Co-

Located User or such other method that OPERATOR and all other Co-Located Users may agree upon, and OPERATOR and the Co-Located User shall observe and abide by such day-to-day shared use schedule. As an example, and not as a limitation, a schedule will be developed to allow all parties to provide lunch for their respective students and the schedule for the use of the library by each party. As a further example, and not as a limitation, if the School is a high school, the School shall have one (1) basketball team which shall be comprised of students from both the OPERATOR and other Co-Located Users, and the supervision of their respective students shall be mutually agreed upon by the parties in consultation with the coach(es) to establish the policy on supervision and discipline for team members.

Q3. Master Calendar. OPERATOR and the Co-Located User(s) shall notify one another as to their respective school year schedule. The earliest commencing start date for a semester shall be considered the "Start of the Semester" for purposes of the "Master Calendar." For purposes of this provision, the Winter Break shall be included as part of the Fall Semester, and the Spring Break and Summer Break shall be included as part of the Spring Semester. OPERATOR and the Co-Located User(s) shall schedule all use of the School during and after school hours on the Master Calendar. At least 10 Business Days prior to the Start of the Semester, each party shall forward to the other party the dates of events and activities that said party would like to schedule on the Master Calendar. In the event of any event and/or activity proposed to occur on the same date and during the same or overlapping time period, the parties agree in good faith to try to resolve the schedule. Regardless of whether the proposed events and/or activities will involve different facilities or features of the School, the parties must agree whether the two (2) or more events and/or activities can occur on the same date and during the same or overlapping time period. As an example, and not as a limitation, it may not be feasible to have a student dance occur when the Co-Located User has an open house scheduled. If the parties cannot mutually agree which proposed event and/or activity will be permitted to occur on the date or whether both proposed events and/or activities can occur, then neither party shall be permitted to utilize that particular date and period of use. The Master Calendar shall cover all days of the week including Saturdays, Sundays, holidays and other non-educational instruction days.

Q4. No Right to Grant Use to Third-Parties. If there is a Co-Located User at the School, OPERATOR shall have no right to grant the use of the School to third-parties. In this situation, LAUSD shall operate its civic center program and handle all Film Work, as defined in Section B8.2 of this Agreement, and Licensing, as defined in Section B8.3 of this Agreement, requests for the School. No use of Exclusive Use Space shall be granted to a third-party without the consent of the occupier of said Exclusive Use Space. A Co-Located User, including OPERATOR, shall have the right to grant priority use of its Exclusive Use Space to a third-party by notifying LAUSD and such third-party otherwise complying with LAUSD's requirements (e.g., insurance, payment of fees, if applicable, supervision).

Q5 Civic Center Permits. LAUSD discloses that pursuant to the Civic Center Act, Ed. Code Section 38131 et seq., the School shall be made available to the public for use. LAUSD further discloses that in accordance with the Civic Center Act, LAUSD charges the costs incurred for the use of the School and, as a result, no portion of any civic center fee shall be distributed to OPERATOR or any Co-Located User.

Before issuing any civic center permit for the School, LAUSD shall notify OPERATOR and the Co-Located User(s) of the requested use and facility or feature. OPERATOR shall respond to LAUSD within three (3) Business Days (and no later than 4:30 p.m. on the third Business Day) of its receipt of the notification as to whether it has or does not have any scheduled use of the requested facility or feature; PROVIDED, THAT, if OPERATOR does not respond to LAUSD within said three (3) Business Day period, LAUSD may rely upon the Master Calendar in determining whether it may issue a civic center permit. Thereafter recognizing that unanticipated events and/or activities can arise after the issuance of a civic center permit, OPERATOR shall provide notice to LAUSD of the proposed activity as soon as reasonably possible. If OPERATOR provides to LAUSD a minimum of 15 Business Days notice before the proposed activity, LAUSD shall notify the civic center permit holder of the canceled use and OPERATOR's activity shall be allowed to occur; PROVIDED, THAT, if LAUSD has canceled a date of use under a civic center permit and, thereafter, OPERATOR does not use the requested facility or feature of the School for any reason, OPERATOR shall reimburse LAUSD the civic center fee it reimbursed to the civic center permit holder. If OPERATOR provides to LAUSD less than 15 Business Days notice before the proposed activity, LAUSD shall not be required to cancel the civic center permit.

Q6 Filming. LAUSD shall use its agent to handle all requests for Filming at the School.

Q6.1 Request for Filming. Prior to allowing Filming to occur at the School, LAUSD shall notify OPERATOR of the request. OPERATOR shall respond to LAUSD within three (3) Business Days (and no later than 4:30 p.m. on the third Business Day) of its receipt of the notification as to its consent or denial of the Filming request; PROVIDED, THAT, if OPERATOR does not respond to LAUSD within said three (3) Business Day period, LAUSD may rely upon the Master Calendar in determining whether it may grant the temporary use of the School, or portion thereof, for Filming.

Q6.2 OPERATOR's Filming Costs. The term "OPERATOR's Filming Costs" shall mean the fee by OPERATOR to monitor the Filming, as provided below, and the M&O costs provided by OPERATOR or OPERATOR's M&O providers.

(a) Monitor. OPERATOR shall have the right, but not the obligation, to inspect or observe Filming at the School and such inspection shall be at OPERATOR's sole cost and expense. Notwithstanding the foregoing, if the Filming is scheduled to occur for more than ten (10) consecutive or non-consecutive school days or involve the use of OPERATOR's personal property or OPERATOR's Exclusive Use Space, OPERATOR may inspect or observe Filming and request LAUSD to include the cost for such monitoring in the total cost provided to the Filming user (as a separate line item to be allocated 100% to OPERATOR and not included in the Filming Fee); provided, that, if OPERATOR elects to monitor the Filming, OPERATOR shall provide to LAUSD simultaneously with its consent to the Filming Request its reasonable cost for such monitoring for collection from the Filming user.

(b) M&O Costs. If OPERATOR has agreed to allow the temporary use of the School, or portion thereof, for Filming, OPERATOR shall provide to LAUSD together with its consent to the Filming request, its reasonable M&O costs. If LAUSD has notified OPERATOR that it will grant the temporary use of the School, or portion thereof, for Filming because the Master Calendar indicates there are no previously scheduled activities, OPERATOR shall provide to LAUSD within three (3) business days of its receipt of LAUSD's notice, its reasonable M&O, as defined in Exhibit C of this Agreement, costs. In the event OPERATOR fails to provide its reasonable M&O costs, OPERATOR agrees that LAUSD may contact its M&O providers directly and hereby authorizes its then existing M&O providers to provide M&O costs for the Filming. Such M&O costs are to be borne exclusively by the Filming user, not OPERATOR.

Q6.3 Distribution of Income. LAUSD shall cause the income from the Filming at the School to be distributed in the following order of priority:

(a) Agent's Commission. LAUSD has retained an agent to handle all Filming requests. The contract between LAUSD and its agent sets forth the compensation the agent will receive for handling Filming requests. LAUSD's agent shall deduct from the income from Filming the commission or compensation that LAUSD's agent is entitled to under its contract.

(b) OPERATOR's Filming Costs. LAUSD's agent shall issue a check payable to OPERATOR for the OPERATOR's Filming Costs within 30 days after the conclusion of the Filming.

(c) Filming Fee. LAUSD discloses that it charges a Filming Fee for the temporary use of the School, or portion thereof, for Filming. LAUSD's agent shall issue checks distributing the Filming Fee in accordance with LAUSD's distribution percentages then in effect at the time of the Filming. The percentage that is normally distributed to the School shall be proportionately split with OPERATOR and the Co-Located Users at the School if the Filming involved the Shared Space.

As an example, and not as a limitation, under LAUSD's distribution percentages currently in effect as of May 2010, LAUSD distributes 75% of the Filming Fee to the school upon which the Filming occurred, and 25% to LAUSD. Please see the example in Section Q1.3 above. Using the example set forth in Section Q1.3, the 75% of the Filming Fee would be distributed to the OPERATOR, Co-Located User#A and Co-Located User#B according to their proportionate shares.

Q6.4 Damage from Filming. In the event of any damage or destruction of the School due to the Filming, LAUSD or LAUSD's agent shall pursue the collection of the cost of repair and/or replacement of the damaged or destroyed portion from the party to whom permission was granted for the Filming and all funds received from said party for the damage or destruction shall first be used to repair and/or replace the damage or destruction to its condition existing prior to the Filming; PROVIDED, THAT such work shall be performed by LAUSD or, if LAUSD so agrees, by OPERATOR; PROVIDED, THAT, any shortfall in funding to repair

and/or replace the damage or destruction shall be solely paid by LAUSD; PROVIDED, FURTHER, THAT any remaining funds remaining after repairing and/or replacing the damage or destruction to the minimum condition of that existing prior to the Filming shall be prorated between LAUSD and the Co-Located Users, including OPERATOR, in accordance with the then existing LAUSD policy in effect for the distribution of revenue.

Q6.5 No Distributions. In the event LAUSD does not distribute to OPERATOR its percentage of any Filming Fee and/or the OPERATOR's Filming Cost, if applicable, LAUSD shall deliver to OPERATOR within twenty (20) days of its receipt of OPERATOR's written demand the monies calculated in accordance with the following incremental scale:

0 to 3 incidences of Film Work in one (1) calendar year	Fifty percent (50%) of all monies, including LAUSD's Film Cost, received in connection with the Filming.
4 to 6 incidences of Film Work in one (1) calendar year	Seventy-five percent (75%) of all monies, including LAUSD's Film Cost, received in connection with the Filming.
7 to 9 incidences of Film Work in one (1) calendar year	Ninety percent (90%) of all monies, including LAUSD's Film Cost, received in connection with the Filming.

Q6.6 Unauthorized Consideration. In the event LAUSD collects or receives additional consideration (e.g., donations of money, goods or services, extracurricular trips, etc.) or non-monetary consideration in connection with a Filming at the School, OPERATOR shall have the right to demand and, within twenty (20) days of its receipt of OPERATOR's written demand, LAUSD shall deliver to OPERATOR a proportionate share of the consideration or the value of the consideration in accordance with the percentage distributions of the Filming Fee as set forth in LAUSD's policy then in effect.

Q7. Licensing. LAUSD and OPERATOR agree that Licensing of the School, or any portion thereof, shall be handled and administered by LAUSD in the same manner as Filming as provided in Section Q6 above. For purposes of Licensing, the term "Licensing" shall replace the word "Filming" as used in Section Q6 above.

Q8. Insurance for Civic Center Use, Filming and Licensing. LAUSD shall require any user of the School under LAUSD's civic center program, Filming and Licensing programs to obtain and maintain appropriate insurance throughout its temporary use of the School and such insurance coverage(s) shall name OPERATOR as additional insureds. LAUSD acknowledges and agrees that in the event of any liability or casualty caused by the user or arising from the use of the School, or the particular facility or feature, during the user's period of use LAUSD shall require and obtain the user's agreement that the user's insurance shall be primary and LAUSD's

and OPERATOR's insurance shall be secondary. OPERATOR's insurance shall not be required to provide coverage for any use of the School, or portion thereof, by a user under LAUSD's civic center program, Filming and Licensing programs.

Q9. Request to LAUSD. If OPERATOR is a charter school and a duly formed and validly existing California public benefit corporation, and all other Co-Located User(s) at the School are charter schools, OPERATOR together with all of the Co-Located Users may request in writing the authority to handle civic center permit, Filming and Licensing requests for the School in accordance with the requirements set forth in this Exhibit Q. Such request shall be executed by OPERATOR and all Co-Located Users. Such request shall include details of the proposed program such as, but not limited to, the fees, forms and contact persons, identify one (1) entity occupying the School that shall be deemed responsible and liable for civic center permits, Filming and Licensing, and the method by which all occupants of the School shall consent to the civic center permit, Filming or Licensing prior to the grant of such use to the third-party. LAUSD may grant such authority to operate a civic center program at the School, and handle Filming and Licensing requests as set forth in this Section Q9 and on those conditions LAUSD deems appropriate. If LAUSD grants such authority, LAUSD shall have the right to terminate upon notice the ability to handle civic center permits, Filming and Licensing if the handling of such by OPERATOR or the entity designated by OPERATOR and all other Co-Located Users causes LAUSD to incur costs and/or liability.

Q10. Required Regulatory Inspections. As provided in Section C2 above, throughout the Term of this Agreement, OPERATOR shall retain LAUSD and LAUSD shall provide the inspection and M&O services for the Required Regulatory Inspections, as defined in Section C2. Unless the Required Regulatory Inspections is for a facility, improvement or system that solely provides service or support to one (1) user, LAUSD shall prepare an estimated cost for the Required Regulatory Inspections for the School. The Services Agreement shall identify the total estimated cost for Required Regulatory Inspections for the School, OPERATOR's proportionate share of such cost, and OPERATOR's payment. OPERATOR's payment for Required Regulatory Inspections shall be a recurring payment subject to Exhibit D of this Agreement. LAUSD shall be responsible to collect from the Co-Located User(s) their proportionate share of the cost for Required Regulatory Inspections.

Q11. Maintenance of Shared Use Space. LAUSD shall provide all M&O services for the Shared Use Space. LAUSD shall prepare an estimated cost for the M&O services for the Shared Use Space (which for purposes of this Section Q11 shall include all furnishings, furniture, fixtures and equipment originally provided by LAUSD and located within the Shared Use Space). The Services Agreement shall identify the total estimated cost for the M&O Services for the Shared Use Space for the School, OPERATOR's proportionate share of such cost, and OPERATOR's payment. OPERATOR's payment for M&O services for the Shared Use Space shall be a recurring payment subject to Exhibit D of this Agreement. LAUSD shall be responsible to collect from the Co-Located User(s) their proportionate share of the cost for M&O services for the Shared Use Space. Notwithstanding the foregoing provided in this Section Q11, **if OPERATOR is a charter school and a duly formed and validly existing California public benefit corporation, and all other Co-Located User(s) at the School are charter schools,** OPERATOR together with all of the Co-Located Users may elect in writing to retain a provider

or providers to provide the M&O services for the Shared Use Space. Such election shall be executed by OPERATOR and all Co-Located Users. Such election shall identify the proposed providers, the details of the M&O services, the proration of the cost and expense of the M&O services from the Co-Located Users occupying the School, assume the responsibility to collect from the Co-Located User(s) their proportionate share of the M&O services for the Shared Use Space, and shall identify one (1) Co-Located User occupying the School that shall be deemed responsible and liable for the M&O services for the Shared Use Space. Notwithstanding anything to the contrary herein, in no event shall OPERATOR be responsible for maintenance and repairs of any other Co-Located User's Exclusive Use Space or the LAUSD F&E located within any other Co-Located User's Exclusive Use Space.

Q12. Other LAUSD M&O Services. For the first school year after OPERATOR's execution of this Agreement, OPERATOR agrees to enter into a Services Agreement with LAUSD to provide the following M&O services: Planned Preventive Maintenance and Service Calls, as more specifically set forth in Section C1 of this Agreement. Such Services Agreement shall set forth the terms, conditions and prices for these services.

Q13. Alterations. If OPERATOR desire to make any Alterations to the Shared Use Space of the School as may be accomplished in accordance with Exhibit F, OPERATOR shall obtain the written consent of the Co-Located User(s) to the proposed Alteration. The written consent of the Co-Located User(s) shall be included with the Project Scope, as defined in Section E2.1, submitted to LAUSD. In no event shall OPERATOR be required to obtain the consent of the Co-Located User(s) for any Alterations to OPERATOR's Exclusive Use Space unless such Alterations shall materially increase Shared Costs by ten percent (10%) or more; PROVIDED, THAT if OPERATOR proposes a reasonable solution to be incorporated into the Alterations that will negate any such material increase in Shared Costs, OPERATOR shall not be required to obtain the consent of the Co-Located User(s).

Q14. Property Insurance. All Co-Located Users, including OPERATOR and LAUSD, if applicable, at the School must participate in the LAUSD Property Insurance Program except as provided in Section Q14.3 below.

Q14.1 Property Insurance Premium, Deductible and Repairs. LAUSD shall utilize the total square footage of each Co-Located User's Exclusive Use Space to calculate the amount of each Co-Located User's Property Insurance Premium pursuant to Section F1.3(a) of this Agreement. Each Co-Located User, at its sole cost and expense, shall be responsible to pay their respective proportionate share of the applicable property insurance deductible (as more specifically described in Section F1.3(a)(i) of the Agreement). Notwithstanding anything to the contrary in the Agreement, no Co-Located User shall be responsible for casualty damage to the School in excess of the Co-Located User's proportionate share of the applicable property insurance deductible.

Prior to occupancy of the School and thereafter on each anniversary date of OPERATOR's execution of this Agreement, OPERATOR shall provide evidence of its ability to pay OPERATOR's proportionate share of the property insurance deductible (determined in accordance with Section Q1.3 above) by providing to LAUSD:

(a) A letter of credit in the amount of OPERATOR's proportionate share of the current property insurance deductible issued by a nationally recognized financial institution. OPERATOR shall require the issuer of such letter of credit to provide to LAUSD prior written notice of any rescission or cancellation of said letter of credit. OPERATOR's failure to maintain said letter or credit or otherwise satisfy subsections (B) or (C) below (in lieu of obtaining a new letter of credit) shall entitle LAUSD to declare OPERATOR in default of this Agreement during such failure; or

(b) Evidence of sufficient cash funds in the amount of OPERATOR's proportionate share of the current property insurance deductible maintained in a segregated escrow account and which funds can only be withdrawn and distributed with the written consent of LAUSD;

(c) An insurance policy providing coverage in the amount of OPERATOR's proportionate share of the current property insurance deductible which proceeds shall be payable on the occurrence of any casualty at the School caused by any source excluding the negligence or willful misconduct of LAUSD. Such insurance shall comply with the general conditions set forth in Section F2 of the Agreement.

Q14.2 Property Insurance Deductible. Notwithstanding any provision of this Agreement, if LAUSD has not received a Co-Located User's proportionate share of the current property insurance deductible for any reason, LAUSD shall not be required to advance funds to repair, restore or replace the damage or destruction to its condition existing prior to the date of the casualty. In such situation, LAUSD and all Co-Located Users, in good faith, shall negotiate a reasonable solution for the interim period until the necessary funds to repair, restore or replace the damage or destruction to its condition existing prior to the date of the casualty are received from the non-paying Co-Located User(s) or the parties have otherwise obtained the necessary funds.

Q14.3 Election to Obtain Separate Property Insurance. If the Co-Located User is an entity other than LAUSD, OPERATOR may elect to obtain and maintain separate property insurance for the School as more specifically provided in Exhibit F of the Agreement so long as OPERATOR provides to LAUSD the written consent of all other Co-Located User(s) and OPERATOR agrees that OPERATOR shall be the sole party responsible for all questions and handling of the separate property insurance.

Q15. Liability Insurance. Each Co-Located User's liability insurance policy shall be deemed the primary liability insurance policy with respect to its Exclusive Use Space. In addition, LAUSD and OPERATOR, shall be named as an additional insured on all insurance policies carried by all other Co-Located Users. In addition, OPERATOR and all other Co-Located Users shall enter into a waiver of subrogation agreement similar to that set forth in Section G2.4 above.

Q16. Compliance with Applicable Laws. OPERATOR shall observe all Applicable Laws with respect to the Shared Use Space; PROVIDED, HOWEVER, THAT LAUSD shall be

responsible for maintaining the Shared Use Space in compliance with Applicable Laws and each Co-Located User shall pay its proportionate share of the Shared Costs. Notwithstanding any provision in this Agreement, LAUSD shall not be required to advance funds to maintain the Shared Use Space unless LAUSD itself is a Co-Located User. In such situation, LAUSD and all Co-Located Users, in good faith, shall negotiate a reasonable solution for the interim period until the necessary funds to maintain the Shared Use Space are received from the non-paying Co-Located User(s) or the parties have otherwise obtained the necessary funds.

SCHEDULE Q-1

Magnolia Science Academy - Bell will have exclusive space of all of the rooms on the first floor of the classroom building, except the following:

IDF Rooms- D-101, E-113
Electrical Closet- D-116
Elevator equipment Room- D-102
Electrical Room- E-112

The second and third floors of the classroom building are to be used exclusively by SATC and are not considered Shared Use Space as defined above.

EXHIBIT R
DISCLOSURES

During the Preliminary Environmental Assessment (PEA), soil gas/soil samples were collected and analyzed for TPHs, polycyclic aromatic hydrocarbons (PAHs) and volatile organic compounds (VOCs). Based upon the PEA recommendation, a supplemental site investigation (SSI) for lead-based paint (LBP) and VOCs were conducted to delineate chemicals of concern. The SSI revealed that LBP was the only recognized environmental condition on the site. A total of approximately 600 cubic yards of soil (537 cubic yards of lead impacted soil and 63 cubic yards of TPH impacted soil) was removed from the site during the removal action.

Based upon review of the Removal Action Completion Report (RACR) and Pre-Construction Response Report, DTSC concurs with the conclusion that no further action is warranted for the site.

From: Ornelas, Nat nat.ornelas@lausd.net

Subject: RE: Prop 39 Charter Schools 2015 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Date: June 20, 2017 at 1:25 PM

To: Rasul Monoshev rmonoshev@magnoliapublicschools.org

Cc: William Gray wgray@magnoliapublicschools.org, Sirbu, Robert robert.sirbu@lausd.net, SALVATO, RICK rick.salvato@lausd.net, Jernigan, Sean sean.jernigan@lausd.net, Estrada, David.J. david.j.estrada@lausd.net, Barnett, Stacy stacy.barnett@lausd.net

NO

Rasul,

It is my understanding that Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A) will need to purchase their own ISP. Magnolia Science Academy #8 – Bell will be removed from LAUSD’s ISP on June 30, 2017. Please setup a design walk with me and the vendor of your choice as soon as possible.

Regards,

Nat Ornelas

Sr. IT Infrastructure Project/Program Manager

Communication Systems Branch

Information Technology Division

Los Angeles Unified School District

[*nat.ornelas@lausd.net*](mailto:nat.ornelas@lausd.net)

(213) 434-0516 cell

Charter Schools Division Mission: *The LAUSD Charter Schools Division fosters high quality educational opportunities for all students in the greater Los Angeles community through exemplary charter public school authorizing, oversight, and sharing of promising practices so that all students maximize their potential.*

Confidentiality Notice: This communication, and any files attached, contains confidential information that may be privileged. The information is intended only for the use of the individual(s) or entity to which it is addressed. If you are not the intended recipient, any disclosure, distribution or the taking of any action in reliance upon this communication is prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by reply e-mail and destroy/delete the original information. Thank you.

-----Original Message-----

From: Rasul Monoshev [mailto:rmonoshev@magnoliapublicschools.org]

Sent: Thursday, July 16, 2015 11:47 AM

To: Ornelas, Nat

Cc: William Gray; Xanthos, Jim; Brintnell, Joshua; Sirbu, Robert; Salvato, Rick; Corado, Leandra; Jernigan, Sean

Subject: Re: Prop 39 Charter Schools 2015 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Nat,

Never mind. I just got informed that the school will remain as Public School Choice, not Prop 39. Sorry about that.

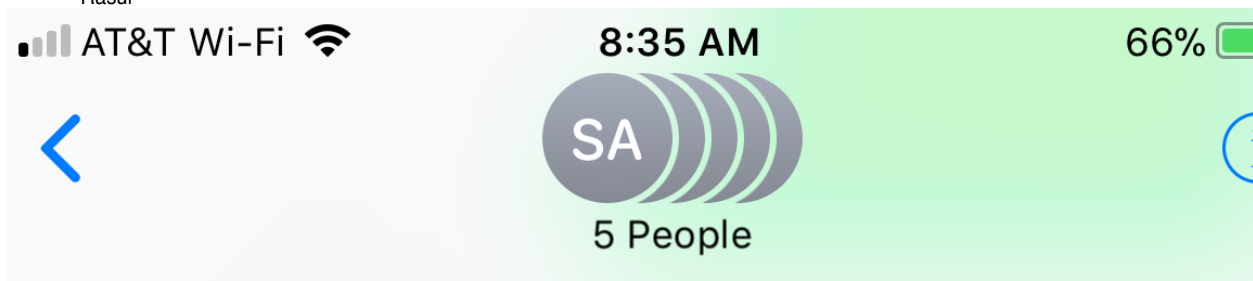
Rasul

From: Rasul Monoshev rmonoshev@magnoliapublicschools.org
Subject: Text messages in order with dates
Date: October 31, 2017 at 1:25 PM
To: Rasul Monoshev rmonoshev@magnoliapublicschools.org



Best,

Rasul



JH: If we keep the same hardware, the switch from one service to the next can happen with a flick from a switch without interfering the academics

At MSA-5 they did cut off, but we requested to connect us back

Jason Hernandez

JH: If we need to install hardware, winter is the best time

We need to setup our own firewall and phone system

2 full days is enough for me for that

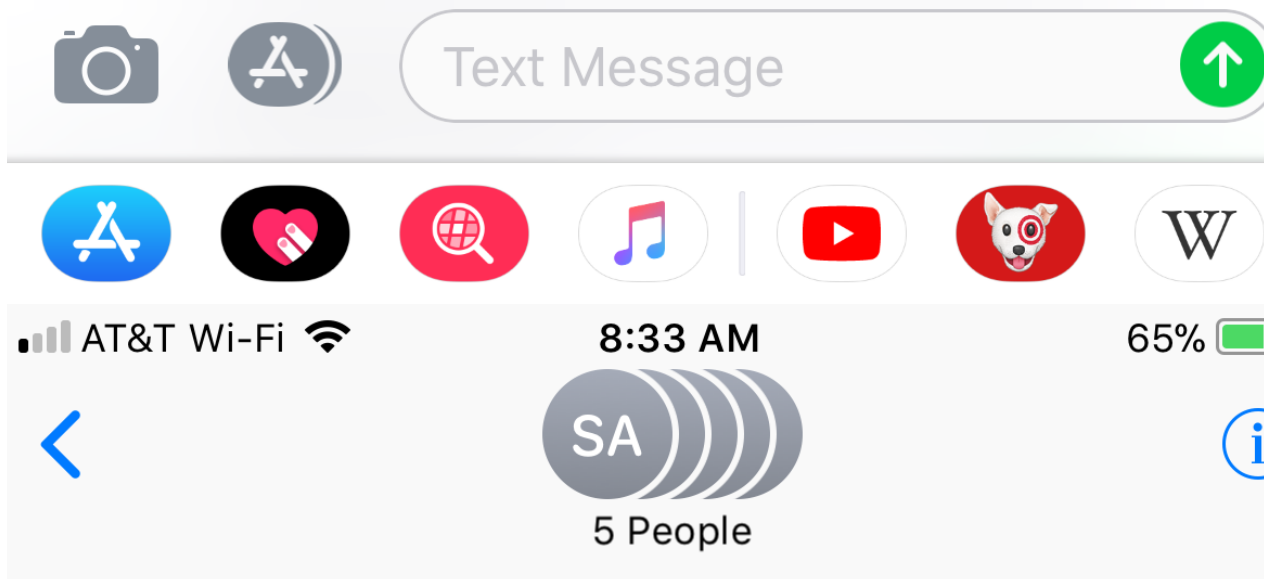
Jason Hernandez

JH

All the other bills, we pay 1/3. Is that an option?

But in order to save non-budgetted money, it's better to shift it to next summer

Jason Hernandez



Text Message
Fri, Jul 7, 1:15 PM

Frank Gonzalez

Rasul,
In regards for preparation/transition to the eventual transition to our own ISP at 8, what do you recommend? I believe Jason has previously reached out to AT&T, but there are a

lot of questions, especially hardware. Can you run point on that and with ITD--I'll lead the work pushing back to get more time on LAUSDs system (with facilities department and the board office). Kapisch?

FG

For eventual transition all we need is the phone system and the firewall device. I already provided with the approximate budget implications - \$20K - \$27K

\$30K for internet and phone services which is reimbursable 80%, but not this year. 2018-19



Text Message



AT&T Wi-Fi

8:34 AM

66%



5 People



Per your request in other text group, I just sent with email notification in PDF.

Frank Gonzalez

FG

And in terms of time how long does it take to plan and implement?

Next summer is the best by starting budgeting on February 2018.

We will meet 120days to fully implement. i.e., next summer holiday

*Need

We also need a site walk with LAUSD ITD for proper planning though as it's their facility

From our experience, 120 days for our own sites.

With Prop39 sites it took 8 months on average

Frank Gonzalez



Text Message



AT&T Wi-Fi

8:34 AM

66%



5 People



Show me the money 💰

I can bring the service anytime
before November 30th

I will get in contact with Nat once
everything is clarified

Frank Gonzalez

Don't worry. Not cut off this summer. Trying to keep LAUSD service all year. Switch over in 18-19 when we apply for e rate to recoup costs

FG

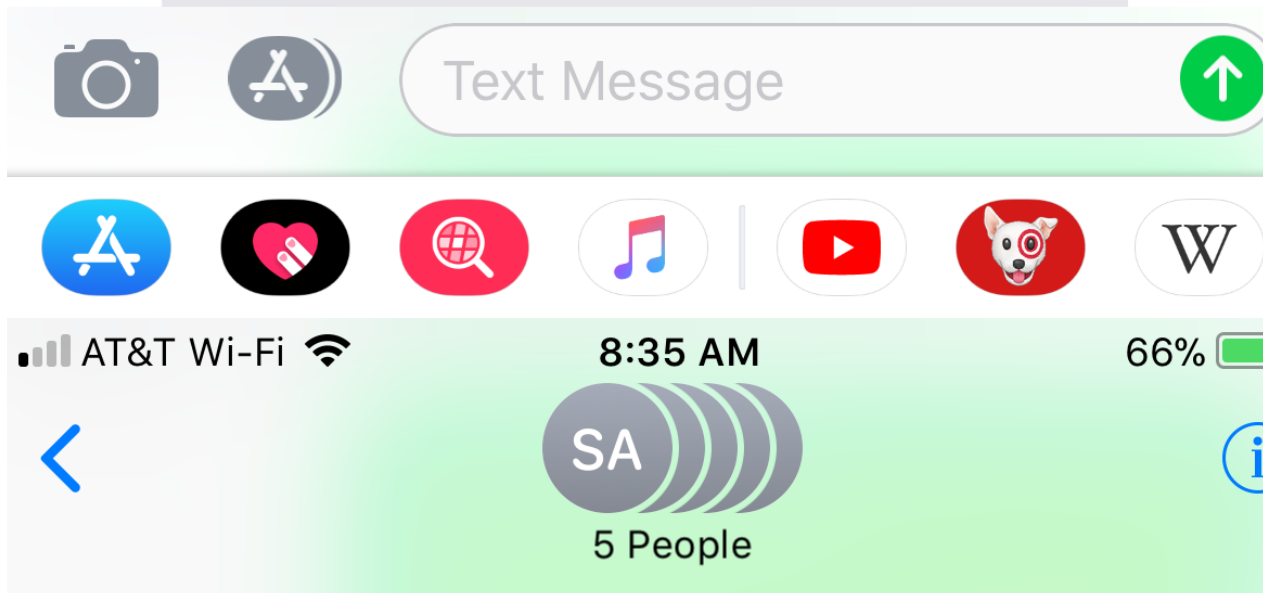
Mr Frank got this!

Sounds good Sir. Will wait for the official notification.

I will coordinate with Nat for the cutoff.. we already did 5-6 sites together with him

Frank Gonzalez

Rasul and Jason--are you ok with a mid year switch over in case the



2 full days is enough for me for that

Jason Hernandez

All the other bills, we pay 1/3. Is that an option?

JH

But in order to save non-budgetted money, it's better to shift it to next

money, it's better to shift it to next summer

Jason Hernandez

JH That I agree. But I would rather have LAUSD service

Me too...

Fri, Jul 7, 2:57 PM

Frank Gonzalez

Writing the memo to the board members office right now

Will forward it once I send it

FG Asking to stay on district system. If not possible then we need the whole year to transition.




Text Message 



AT&T Wi-Fi 

8:34 AM

66% 



SA 



5 People

Frank Gonzalez

Ok.

FG

Saw the email.

Jason Hernandez

Let's start a walk through in August.
There are a lot of factors to consider

JH

MSA-4, MSA-5, MSA-2 took 12 months

Jason Hernandez

Can we pay 1/3 of the bill? I like the LAUSD service

JH

But would like voice mail fixed

Frank Gonzalez

Jason, can you confirm that the school admin had not previously been notified that you would need your own ISP?

FG

I'm ok for site walk

Jason Hernandez



Text Message



AT&T Wi-Fi

8:34 AM

66%



5 People

\$15K firewall, \$9K phone system.
\$2650 per month for phone and internet

What if we start the process in winter?

Because it looks like if we start now , the cutoff will be mid year

Jason Hernandez

My budget is not ok with it.
However, I spoke with the ATT rep and mentioned to her that I want to speed up this process considering

JH

that we do not know what the district will expect

i.e. No point asking them for favor

We shouldn't rush

They can't just cut us off

Jason Hernandez

If we keep the same hardware, the switch from one service to the next



Text Message 



AT&T Wi-Fi

8:34 AM

66%



FG

Mr Frank got this!

Sounds good Sir. Will wait for the official notification.

I will coordinate with Nat for the

cutoff.. we already did 5-6 sites together with him

Frank Gonzalez

FG Rasul and Jason--are you ok with a mid year switch over in case the district pushes for that?

\$15K firewall, \$9K phone system. \$2650 per month for phone and internet

What if we start the process in winter?

Because it looks like if we start now , the cutoff will be mid year

Jason Hernandez

My budget is not ok with it. However, I spoke with the ATT rep



Text Message



AT&T Wi-Fi

8:34 AM

66%



SA

5 People



Jason Hernandez

I did in the email

JH
All 4 principals have ever heard about this

But just don't want a cutoff this summer as it will hurt the school by approximately \$50-\$60K

Jason, can you reply to my latest email about it?

Mr. Franklin, I am currently...

From: Rasul Monoshev rmonoshev@magnoliapublicschools.org
Subject: Email notification printout - MSA-8 internet cutoff
Date: July 7, 2017 at 1:20 PM
To: Frank Gonzalez fgonzalez@magnoliapublicschools.org
Cc: Caprice Young cyoung@magnoliapublicschools.org, Suat Acar sacar@magnoliapublicschools.org, Jason Hernandez jhernandez@magnoliapublicschools.org

RM

Mr. Frank,

We received the notification on June 20th, 2017. Attached is the email printout.

Jason,

Please correct me if I'm wrong or if you have any prior notifications regarding this matter.

Thanks,

Rasul

From: Ornelas, Nat nat.ornelas@lausd.net
Subject: RE: Prop 39 Charter Schools 2015 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)
Date: June 20, 2017 at 1:25 PM
To: Rasul Monoshev rmonoshev@magnoliapublicschools.org
Cc: William Gray wgray@magnoliapublicschools.org, Sirbu, Robert robert.sirbu@lausd.net, SALVATO, RICK rick.salvato@lausd.net, Jernigan, Sean sean.jernigan@lausd.net, Estrada, David.J. david.j.estrada@lausd.net, Barnett, Stacy stacybarnett@lausd.net

NO

Rasul,

It is my understanding that Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A) will need to purchase their own ISP. Magnolia Science Academy #8 – Bell will be removed from LAUSD's ISP on June 30, 2017. Please setup a design walk with me and the vendor of your choice as soon as possible.

Regards,

Nat Ornelas

*Sr. IT Infrastructure Project/Program Manager
Communication Systems Branch
Information Technology Division
Los Angeles Unified School District
nat.ornelas@lausd.net
(213) 434-0516 cell*

Charter Schools Division Mission: *The LAUSD Charter Schools Division fosters high quality educational opportunities for all students in the greater Los Angeles community through exemplary charter public school authorizing, oversight, and sharing of promising practices so that all students maximize their potential.*

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-----Original Message-----

From: Rasul Monoshev [mailto:rmonoshev@magnoliapublicschools.org]
Sent: Thursday, July 16, 2015 11:47 AM
To: Ornelas, Nat
Cc: William Gray; Xanthos, Jim; Brintnell, Joshua; Sirbu, Robert; Salvato, Rick; Corado, Leandra; Jernigan, Sean
Subject: Re: Prop 39 Charter Schools 2015 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Nat,

Never mind. I just got informed that the school will remain as Public School Choice, not Prop 39. Sorry about that.

Rasul

From: Rasul Monoshev rmonoshev@magnoliapublicschools.org

Subject: Re: ISP and Phone System Expense

Date: July 10, 2017 at 11:00 AM

To: Nanie Montijo nmontijo@magnoliapublicschools.org

Cc: Caprice Young cyoung@magnoliapublicschools.org, Jason Hernandez jhernandez@magnoliapublicschools.org, Albert Nguyen anguyen@magnoliapublicschools.org, Alfredo Rubalcava arubalcava@magnoliapublicschools.org, Aubrey Marsh Aubrey.Marsh@edtec.com, Brock Atar batar@magnoliapublicschools.org, Kristin Dietz kristin.dietz@edtec.com, Suat Acar sacar@magnoliapublicschools.org

RM

Good morning everyone,

We talked to Mr. Frank and Mr. Jason earlier today. We will be waiting for the LAUSD response for Mr. Frank's email before moving forward.

As mentioned earlier, the worst case scenario should be budgeted around \$55-\$60K(plus LAUSD ITD engineering hours that they always charge for walkthrough and designing/planning).

The equipment expense will be for the phone system and the firewall(web filters) only. The switches, wireless access points will remain as part of network infrastructure.

Thanks,

Rasul

On Jul 8, 2017, at 6:22 PM, Nanie Montijo <nmontijo@magnoliapublicschools.org> wrote:

Hi all,

If you need it before dec 15, we need to take it to board for board approval. Otherwise, we can include it in the revised proposed budget at the first interim in dec 15.

N

On Wed, Jul 5, 2017 at 9:31 AM Caprice Young <cyoung@magnoliapublicschools.org> wrote:

Thank you, Jason.

Rasul is back today. We would need to use your reserves to make this investment and will need to amend your budget to show it explicitly. Since it is a new expense driven by LAUSD, we will show it that way in your budget so that it is clear to the district oversight staff that it is new and unusual and beyond our control. Nanie is off this week, but connect with Burak and we can do what is needed.

Meanwhile, Alfredo is connecting with Ref's office.

Caprice

Caprice Young, Ed.D.
CEO & Superintendent

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250 E. 1st Street, Suite 1500
Los Angeles, CA 90012
Office: [\(213\) 628-3634](tel:(213)628-3634)
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www.magnoliapublicschools.org
Tax ID 95-4649884

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On Thu, Jun 29, 2017 at 10:31 PM, Jason Hernandez <jhernandez@magnoliapublicschools.org> wrote:
Hello everyone,

I included you all, because I will need to know the financial complication for MSA Bell to provide its own ISP and phone system. I do not have an idea as to the cost of such an undertaking.

I would assume a Main Distribution Frame (MDF) with the necessary racks, wireless ports, cable wiring, LAUSD service and other necessary labor. Any ideas as to an estimate for the size of our facility?

Can reserves be used for this? Capitalized? When can we start communicating with a service provider? What service provider do you recommend?

I am just planning for the worse, so any advice would be great.

J. Hernandez
Principal
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6411 Orchard Ave
Bell, CA 90201
Tel. [323-826-3925](tel:323-826-3925)
Fax. [323-826-3926](tel:323-826-3926)

--

Nanie

From: Nanie Montijo nmontijo@magnoliapublicschools.org

Subject: Re: ISP and Phone System Expense

Date: July 8, 2017 at 6:22 PM

To: Caprice Young cyoung@magnoliapublicschools.org, Jason Hernandez jhernandez@magnoliapublicschools.org

Cc: Albert Nguyen anguyen@magnoliapublicschools.org, Alfredo Rubalcava arubalcava@magnoliapublicschools.org, Aubrey Marsh Aubrey.Marsh@edtec.com, Brock Atar batar@magnoliapublicschools.org, Kristin Dietz kristin.dietz@edtec.com, Rasul Monoshev rmonoshev@magnoliapublicschools.org, Suat Acar sacar@magnoliapublicschools.org

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Subject: Re: ISP and Phone System Expense

Date: July 5, 2017 at 9:31 AM

To: Jason Hernandez jhernandez@magnoliapublicschools.org

Cc: Aubrey Marsh Aubrey.Marsh@edtec.com, Nanie Montijo nmontijo@magnoliapublicschools.org, Suat Acar sacar@magnoliapublicschools.org, Rasul Monoshev rmonoshev@magnoliapublicschools.org, Albert Nguyen anguyen@magnoliapublicschools.org, Alfredo Rubalcava arubalcava@magnoliapublicschools.org, Brock Atar batar@magnoliapublicschools.org, Kristin Dietz kristin.dietz@edtec.com



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Fax. [323-826-3926](tel:3238263926)

From: Rasul Monoshev rmonoshev@magnoliapublicschools.org

Subject: Re: ISP and Phone System Expense

Date: June 30, 2017 at 10:01 AM

To: Jason Hernandez jhernandez@magnoliapublicschools.org

Cc: Aubrey Marsh Aubrey.Marsh@edtec.com, Nanie Montijo nmontijo@magnoliapublicschools.org, Caprice Young cyoung@magnoliapublicschools.org, Suat Acar sacar@magnoliapublicschools.org, Albert Nguyen anguyen@magnoliapublicschools.org, Alfredo Rubalcava arubalcava@magnoliapublicschools.org, Brock Atar batar@magnoliapublicschools.org

RM

Jason,

Please clarify what is needed from me.

1. It looks like the RFP needed for all these and due for the upcoming board documents is July 4th, so the Special Board meeting will be a need.

I will post and RFP with deadline of July 15th, 2017 for all the needs.

e a

2. If you want funding transactions to bring to the upcoming board, I already provided the numbers. You can prepare the agenda item and present it to the board.

Best,

Rasul

On Jun 30, 2017, at 9:41 AM, Jason Hernandez <jhernandez@magnoliapublicschools.org> wrote:

Let's do this. We can place it on the agenda as a standing item. Rasul would you be able to use information based on previous projects to have something for the board? This would only be necessary if the district demands that we make this arrangement.

Or any other thoughts from the financial folks?

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Jason, in that case, you are going to have to reduce your budget in other line items to pay for this expense.

aubrey marsh | client manager | edtec inc

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From: Nanie Montijo [<mailto:nmontijo@magnoliapublicschools.org>]

Sent: Friday, June 30, 2017 9:14 AM

To: Aubrey Marsh <Aubrey.Marsh@edtec.com>

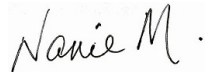
Cc: Jason Hernandez <jhernandez@magnoliapublicschools.org>; Rasul Monoshev

<rmonoshev@magnoliapublicschools.org>; Caprice Young
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<sacar@magnoliapublicschools.org>; Albert Nguyen
<anguyen@magnoliapublicschools.org>; Alfredo Rubalcava
<arubalcava@magnoliapublicschools.org>; Brock Atar
<atar@magnoliapublicschools.org>

Subject: Re: ISP and Phone System Expense

Maintain what is board approved.

Thank you.



Nanie Montijo
Chief Financial Officer
Magnolia Public Schools
Office (213) 628-3634

On Fri, Jun 30, 2017 at 9:13 AM, Aubrey Marsh <Aubrey.Marsh@edtec.com> wrote:

Nanie, is it expected that schools maintain the same operating income that was approved by the board? Or does Jason only have to maintain the 1.5% reserve. My understanding was that it was the former. Correct me if I'm wrong.

aubrey marsh | client manager | **edtec inc**

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From: Jason Hernandez [<mailto:jhernandez@magnoliapublicschools.org>]

Sent: Friday, June 30, 2017 9:10 AM

To: Nanie Montijo <nmontijo@magnoliapublicschools.org>

Cc: Rasul Monoshev <rmonoshev@magnoliapublicschools.org>; Caprice Young

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Subject: Re: ISP and Phone System Expense

Hello,

I have been making room to try to hire on one more staff member. That room will have to be used for this project. I just need to know how much do I have and still be able to maintain the 1.5% reserve.

From the looks of it, would this require an RFP? I recommend we use the next board meeting to allocate funds from the reserve to pay for the large one time item, which is probably the hardware. Can we get this on the agenda?

J. Hernandez
Principal

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6411 Orchard Ave

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Tel. [323-826-3925](tel:323-826-3925)

Fax. [323-826-3926](tel:323-826-3926)

On Jun 30, 2017, at 9:05 AM, Nanie Montijo
<nmontijo@magnoliapublicschools.org> wrote:

Jason,
Please revisit your budget to make room for this.
You will need to do budget transfers even for the ongoing
portion only and request board approval for the one time cost.

Thank you.



Nanie Montijo
Chief Financial Officer
Magnolia Public Schools
Office [\(213\) 628-3634](tel:213-628-3634)

On Fri, Jun 30, 2017 at 9:01 AM, Rasul Monoshev
<rmonoshev@magnoliapublicschools.org> wrote:

Ms. Nanie,

It looks 50% one time and 50% on annual basis.

The problem here is that we didn't apply for E-Rate for MSA-8 last February as there was no information that we will be cut off. Otherwise, we could have 85% for internet, 20% phone and 80% equipment reimbursements with E-Rate that other schools are receiving.

Thanks,

Rasul

On Jun 30, 2017, at 8:57 AM, Nanie Montijo
<nmontijo@magnoliapublicschools.org> wrote:

HI all,
If the cost is one time, you can request for board approval to use your reserves.
If the cost is ongoing (annual), it is not recommended to use reserves - possible audit issue.

Thank you.



Nanie Montijo
Chief Financial Officer
Magnolia Public Schools
Office [\(213\) 628-3634](tel:2136283634)

On Fri, Jun 30, 2017 at 8:51 AM, Jason Hernandez
<jhernandez@magnoliapublicschools.org> wrote:

I am not opposed to AT&T. Can the same phone be used or will new ones have to be purchased?

J. Hernandez
Principal
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Tel. [323-826-3925](tel:3238263925)
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On Jun 30, 2017, at 8:48 AM, Rasul
Monoshev
<rmonoshev@magnoliapublicschools.org>
wrote:

Good morning,

Here is the breakdown for the MSA-8's possible telecommunication needs:

1. 500Mbps Fiber internet: \$2500 a month. The total is \$30K. (We should go with ATT since it's the current provider over there and I have contact information from MSA

and I have contact information from MSA Santa Ana construction. We can get in contact ASAP depending on the final decision).

2. 6 lines of Phone service: Approximately \$350 per month. The total is \$4200 (ATT will be the service)

3. Palo Alto firewall system to keep the school safe from cyber attacks and kids safe from bad urls: \$15K for the device and \$12K for annual services subscription. Total \$27K. (We can have cheaper alternative solutions if there is a budget problem. alternative solution will be around \$9K total - Smoothwall system).

4. Phone system. 3CX system with 16 simultaneous call license and desk phones. Around \$9K total for the whole system.

Total for everything: \$70200(if Palo Alto) or \$52200 (with Smoothwall firewall).

Please let me know if you have any questions.

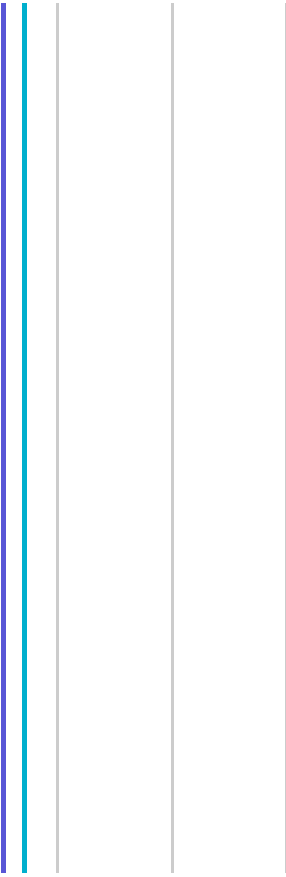
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From: Nanie Montijo nmontijo@magnoliapublicschools.org
Subject: Re: ISP and Phone System Expense
Date: June 30, 2017 at 9:51 AM
To: Jason Hernandez jhernandez@magnoliapublicschools.org
Cc: Aubrey Marsh Aubrey.Marsh@edtec.com, Rasul Monoshev rmonoshev@magnoliapublicschools.org, Caprice Young cyoung@magnoliapublicschools.org, Suat Acar sacar@magnoliapublicschools.org, Albert Nguyen anguyen@magnoliapublicschools.org, Alfredo Rubalcava arubalcava@magnoliapublicschools.org, Brock Atar batar@magnoliapublicschools.org



If you can make it work without taking from reserves, that would be preferred.
Ending fund balance transactions are auditable.

Thank you.

Nanie Montijo
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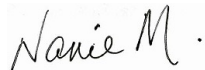
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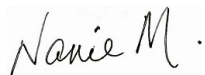
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From: Jason Hernandez jhernandez@magnoliapublicschools.org
Subject: Re: ISP and Phone System Expense
Date: June 30, 2017 at 9:41 AM
To: Aubrey Marsh Aubrey.Marsh@edtec.com
Cc: Nanie Montijo nmontijo@magnoliapublicschools.org, Rasul Monoshev rmonoshev@magnoliapublicschools.org, Caprice Young cyoung@magnoliapublicschools.org, Suat Acar sacar@magnoliapublicschools.org, Albert Nguyen anguyen@magnoliapublicschools.org, Alfredo Rubalcava arubalcava@magnoliapublicschools.org, Brock Atar atar@magnoliapublicschools.org

Let's do this. We can place it on the agenda as a standing item. Rasul would you be able to use information based on previous projects to have something for the board? This would only be necessary if the district demands that we make this arrangement.

Or any other thoughts from the financial folks?

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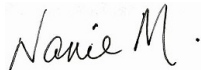
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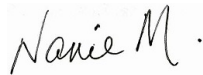
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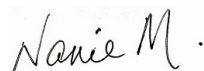
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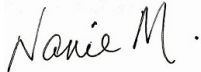
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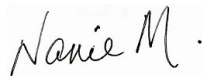
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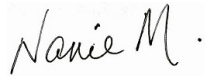
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From: Aubrey Marsh aubrey.marsh@edtec.com 

Subject: RE: ISP and Phone System Expense

Date: June 30, 2017 at 9:13 AM

To: Jason Hernandez jhernandez@magnoliapublicschools.org, Nanie Montijo nmontijo@magnoliapublicschools.org

Cc: Rasul Monoshev rmonoshev@magnoliapublicschools.org, Caprice Young cyoung@magnoliapublicschools.org, Suat Acar sacar@magnoliapublicschools.org, Albert Nguyen anguyen@magnoliapublicschools.org, Alfredo Rubalcava arubalcava@magnoliapublicschools.org, Brock Atar batar@magnoliapublicschools.org

AM

Nanie, is it expected that schools maintain the same operating income that was approved by the board? Or does Jason only have to maintain the 1.5% reserve. My understanding was that it was the former. Correct me if I'm wrong.

aubrey marsh | client manager | **edtec inc**

Business and Development Specialists for Charter Schools
811 Wilshire Boulevard Suite 1420, Los Angeles, CA 90017
t: 213-292-6620 x419 | f: 888-663-0126 | www.edtec.com



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From: Jason Hernandez [<mailto:jhernandez@magnoliapublicschools.org>]

Sent: Friday, June 30, 2017 9:10 AM

To: Nanie Montijo <nmontijo@magnoliapublicschools.org>

Cc: Rasul Monoshev <rmonoshev@magnoliapublicschools.org>; Caprice Young <cyoung@magnoliapublicschools.org>; Aubrey Marsh <Aubrey.Marsh@edtec.com>; Suat Acar <sacar@magnoliapublicschools.org>; Albert Nguyen <anguyen@magnoliapublicschools.org>; Alfredo Rubalcava <arubalcava@magnoliapublicschools.org>; Brock Atar <batar@magnoliapublicschools.org>; Kristin Dietz <kristin.dietz@edtec.com>

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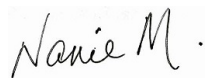
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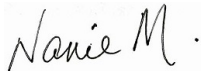
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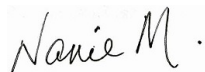
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I would assume a Main Distribution Frame (MDF) with the necessary racks, wireless ports, cable wiring, LAUSD service and other necessary labor. Any ideas as to an estimate for the size of our facility?

Can reserves be used for this? Capitalized? When can we start communicating with a service provider? What service provider do you recommend?

I am just planning for the worse, so any advice would be great.

J. Hernandez

Principal

Magnolia Science Academy 8 Bell

Magnolia Science Academy @ Bell
6411 Orchard Ave
Bell, CA 90201
Tel. 323-826-3925
Fax. 323-826-3926



From: Jason Hernandez jhernandez@magnoliapublicschools.org
Subject: Re: ISP and Phone System Expense
Date: June 30, 2017 at 8:51 AM
To: Rasul Monoshev rmonoshev@magnoliapublicschools.org
Cc: Aubrey Marsh Aubrey.Marsh@edtec.com, Nanie Montijo nmontijo@magnoliapublicschools.org, Suat Acar sacar@magnoliapublicschools.org, Albert Nguyen anguyen@magnoliapublicschools.org, Alfredo Rubalcava arubalcava@magnoliapublicschools.org, Brock Atar batar@magnoliapublicschools.org, Caprice Young cyoung@magnoliapublicschools.org, Kristin Dietz kristin.dietz@edtec.com

I am not opposed to AT&T. Can the same phone be used or will new ones have to be purchased?

J. Hernandez
Principal
Magnolia Science Academy 8 Bell
6411 Orchard Ave
Bell, CA 90201
Tel. 323-826-3925
Fax. 323-826-3926

On Jun 30, 2017, at 8:48 AM, Rasul Monoshev <rmonoshev@magnoliapublicschools.org> wrote:

Good morning,

Here is the breakdown for the MSA-8's possible telecommunication needs:

1. 500Mbps Fiber internet: \$2500 a month. The total is \$30K. (We should go with ATT since it's the current provider over there and I have contact information from MSA Santa Ana construction. We can get in contact ASAP depending on the final decision).
2. 6 lines of Phone service: Approximately \$350 per month. The total is \$4200 (ATT will be the service)
3. Palo Alto firewall system to keep the school safe from cyber attacks and kids safe from bad urls: \$15K for the device and \$12K for annual services subscription. Total \$27K. (We can have cheaper alternative solutions if there is a budget problem. alternative solution will be around \$9K total - Smoothwall system).
4. Phone system. 3CX system with 16 simultaneous call license and desk phones. Around \$9K total for the whole system.

Total for everything: \$70200(if Palo Alto) or \$52200 (with Smoothwall firewall).

Please let me know if you have any questions.

Rasul

On Jun 29, 2017, at 10:31 PM, Jason Hernandez <jhernandez@magnoliapublicschools.org> wrote:

Hello everyone,

I included you all, because I will need to know the financial complication for MSA Bell to provide its own ISP and phone system. I do not have an idea as to the cost of such an undertaking.

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To: Jason Hernandez jhernandez@magnoliapublicschools.org

Cc: Aubrey Marsh Aubrey.Marsh@edtec.com, Nanie Montijo nmontijo@magnoliapublicschools.org, Suat Acar sacar@magnoliapublicschools.org, Albert Nguyen anguyen@magnoliapublicschools.org, Alfredo Rubalcava arubalcava@magnoliapublicschools.org, Brock Atar batar@magnoliapublicschools.org, Caprice Young cyoung@magnoliapublicschools.org, Kristin Dietz kristin.dietz@edtec.com

RM

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Bell, CA 90201

Tel. 323-826-3925

Fax. 323-826-3926

From: Ornelas, Nat nat.ornelas@lausd.net
Subject: RE: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)
Date: June 28, 2017 at 11:30 AM
To: Jason Hernandez jhernandez@magnoliapublicschools.org, Jernigan, Sean sean.jernigan@lausd.net, Cotton, Steven steven.cotton@lausd.net
Cc: William Gray wgray@magnoliapublicschools.org, Frank Gonzalez fgonzalez@magnoliapublicschools.org, Rasul Monoshev rmonoshev@magnoliapublicschools.org, Sirbu, Robert robert.sirbu@lausd.net, SALVATO, RICK rick.salvato@lausd.net, Estrada, David.J. david.j.estrada@lausd.net, Barnett, Stacy stacy.barnett@lausd.net

NO

Hello Mr. Hernandez,

To the best of my knowledge there is no PSC Office. You may want to include your contact from the Charter Division.

All FUAs weather they are PSC or Prop 39 state that all connectivity and communications equipment will be provided. It is my understanding that MSA #8-Bell's quarterly payment is for the maintenance of space and equipment that was provided and occupied by MSA #8-Bell. Any additional equipment and services for communications is the sole cost and expense of the operator, Magnolia Science Academy #8 – Bell.

Magnolia Science Academy #8 – Bell will be removed from LAUSD's ISP on June 30, 2017. Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A) will need to purchase their own ISP (Internet Service Provider). Please setup a design walk with me and the ISP vendor of your choice as soon as possible.

Regards,

Nat Ornelas

*Sr. IT Infrastructure Project/Program Manager
Communication Systems Branch
Information Technology Division
Los Angeles Unified School District
nat.ornelas@lausd.net
(213) 434-0516 cell*

Charter Schools Division Mission: *The LAUSD Charter Schools Division fosters high quality educational opportunities for all students in the greater Los Angeles community through exemplary charter public school authorizing, oversight, and sharing of promising practices so that all students maximize their potential.*

Confidentiality Notice: This communication, and any files attached, contains confidential information that may be privileged. The information is intended only for the use of the individual(s) or entity to which it is addressed. If you are not the intended recipient, any disclosure, distribution or the taking of any action in reliance upon this communication is prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by reply e-mail and destroy/delete the original information. Thank you.

From: Jason Hernandez [<mailto:jhernandez@magnoliapublicschools.org>]

Sent: Wednesday, June 28, 2017 11:00 AM

To: Ornelas, Nat

Cc: William Gray; Frank Gonzalez; Rasul Monoshev; Sirbu, Robert; SALVATO, RICK; Jernigan, Sean; Estrada, David.J.; Barnett, Stacy; Cotton, Steven

Subject: Re: Prop 39 Charter Schools 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Subject: Re: Prop 39 Charter Schools 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Hello Mr. Ornelas,

I have read the FUA and B 3.1, this provides reason as to why the equipment needs to remain and be maintained. The regular maintenance, including utilizes is passed on through our quarterly payment that is made to the district. The PSC office can provide you with more specifics.

Is there any Board resolution that is moving us from PSC to Prop 39, that would warrant this change of service?

J. Hernandez

Principal

Magnolia Science Academy 8 Bell

6411 Orchard Ave

Bell, CA 90201

Tel. 323-826-3925

Fax. 323-826-3926

On Jun 28, 2017, at 10:54 AM, Ornelas, Nat <nat.ornelas@lausd.net> wrote:

Please look up B3.1 within your FUA.

Nat Ornelas

Sr. IT Infrastructure Project/Program Manager

Communication Systems Branch

Information Technology Division

Los Angeles Unified School District

nat.ornelas@lausd.net

(213) 434-0516 cell

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From: W. Gray [<mailto:wgray@magnoliapublicschools.org>]

Sent: Wednesday, June 28, 2017 10:22 AM

To: Ornelas, Nat

Cc: Jason Hernandez

Subject: Re: Prop 39 Charter Schools 2015 - Magnolia Science Academy #8 - Bell at

Orchard Academies (SRMS #2A)

Hi Nat-

Jason Hernandez is the principal of MSA-8 Bell. Please include him in correspondence from now on: jhernandez@magnoliapublicschools.org.

Thanks,

Will

On Wed, Jun 28, 2017 at 10:07 AM, Ornelas, Nat <nat.ornelas@lausd.net> wrote:
Frank,

Please set-up a Design Walk with the ISP of your choice as soon as possible with me. It is my understanding that Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A) may not remain/receive District phone, or data, service free of charge. All charter school operators are responsible to provide their own services and equipment per their FUA (Facilities Usage Agreement). The Premises are wired for telephone and computer data connectivity. CHARTER SCHOOL shall be responsible to provide all equipment and services for said communication and computer equipment as it deems appropriate for its school operations.

Magnolia Science Academy #8 – Bell will be removed from LAUSD's ISP on June 30, 2017. Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A) will need to purchase their own ISP (Internet Service Provider). Again, please setup a design walk with me and the ISP vendor of your choice as soon as possible.

Regards,

Nat Ornelas

Sr. IT Infrastructure Project/Program Manager

Communication Systems Branch

Information Technology Division

Los Angeles Unified School District

[*nat.ornelas@lausd.net*](mailto:nat.ornelas@lausd.net)

(213) 434-0516 cell

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From: Ornelas, Nat
Sent: Tuesday, June 20, 2017 1:25 PM
To: 'Rasul Monoshev'
Cc: William Gray; Sirbu, Robert; SALVATO, RICK; Jernigan, Sean; Estrada, David.J.; Barnett, Stacy
Subject: RE: Prop 39 Charter Schools 2015 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Rasul,

It is my understanding that Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A) will need to purchase their own ISP. Magnolia Science Academy #8 – Bell will be removed from LAUSD’s ISP on June 30, 2017. Please setup a design walk with me and the vendor of your choice as soon as possible.

Regards,

Nat Ornelas

*Sr. IT Infrastructure Project/Program Manager
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-----Original Message-----

From: Rasul Monoshev [<mailto:rmonoshev@magnoliapublicschools.org>]

Sent: Thursday, July 16, 2015 11:47 AM

To: Ornelas, Nat

Cc: William Gray; Xanthos, Jim; Brintnell, Joshua; Sirbu, Robert; Salvato, Rick; Corado, Leandra; Jernigan, Sean

Subject: Re: Prop 39 Charter Schools 2015 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Nat,

Never mind. I just got informed that the school will remain as Public School Choice, not Prop 39. Sorry about that.

Rasul

> On Jul 16, 2015, at 11:27 AM, Ornelas, Nat <nat.ornelas@lausd.net> wrote:

>

> Rasul,

>

> I believe you need to bring this to the attention of Sean Jernigan and Rick Salvato. At this time there is no funding Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A).

>

> Nat Ornelas

> Sr. IT Infrastructure Project/Program Manager Special Projects/Charter

> Schools/New Construction ITI Capital Projects Information Technology

> Division Los Angeles Unified School District

> 333 S. Beaudry Ave. 10th Floor

> Los Angeles, CA 90017

> nat.ornelas@lausd.net

> (213) 241-1646 desk

> (213) 434-0516 cell

>

>

> -----Original Message-----

> From: Rasul Monoshev [<mailto:rmonoshev@magnoliapublicschools.org>]

> Sent: Thursday, July 16, 2015 11:15 AM

> To: Ornelas, Nat

> Cc: William Gray

> Subject: Magnolia Science Academy-8

>

> Nat,

>

> Magnolia Science Academy-8 Bell on 6411 Orchard Ave Bell, CA 90201 is
> Prop 39 as of this year.

>

> How should we plan the cut off MSA-8's network from LAUSD's network?

>

> We want to have our own internet service at that school.

>

> Best,

>

> Rasul

From: Frank Gonzalez fgonzalez@magnoliapublicschools.org

Subject: Re: PSC FUA

Date: June 22, 2017 at 6:33 PM

To: Caprice Young cyoung@magnoliapublicschools.org

Cc: Jason Hernandez jhernandez@magnoliapublicschools.org, Rasul Monoshev rmonoshev@magnoliapublicschools.org, Suat Acar sacar@magnoliapublicschools.org, Alfredo Rubalcava arubalcava@magnoliapublicschools.org, Kathy Dominguez kathy@edfacgroup.org, Nanie Montijo nmontijo@magnoliapublicschools.org

FG

Update: We don't have an issue here. Spoke with David Estrada of LAUSD CSD Prop 39 office and he confirmed that this is not a Prop 39 site. He will have Steve Cotton of LAUSD Leasing send an email on Monday when he returns from vacation. The email will be sent to Nat Ornelas informing him to keep the service as is. We will be copied (Jason, Rasul and I).

Frank

Frank Gonzalez
Chief Growth Officer
Magnolia Public Schools
323.422.9129 (m)

On Jun 22, 2017, at 5:49 PM, Caprice Young <cyoung@magnoliapublicschools.org> wrote:

hahahahaha thank you!

Caprice Young, Ed.D.

CEO & Superintendent

Magnolia Public Schools
250 E. 1st Street, Suite 1500
Los Angeles, CA 90012
Office: [\(213\) 628-3634](tel:2136283634)
Fax: [\(714\) 362-9588](tel:7143629588)
www.magnoliapublicschools.org
Tax ID 95-4649884

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On Thu, Jun 22, 2017 at 10:45 AM, Jason Hernandez <jhernandez@magnoliapublicschools.org> wrote:

lol, thank you,

J. Hernandez
Principal
Magnolia Science Academy 8 Bell
6411 Orchard Ave
Bell, CA 90201
Tel. [323-826-3925](tel:3238263925)
Fax. [323-826-3926](tel:3238263926)
jhernandez@magnoliapublicschools.org

On Jun 22, 2017, at 10:37 AM, Frank Gonzalez <fgonzalez@magnoliapublicschools.org> wrote:

I'll send the letter back to LAUSD so they understand what they wrote!

Frank Gonzalez
Chief Growth Officer
Magnolia Public Schools
[323.422.9129](tel:3234229129) (m)

On Jun 22, 2017, at 10:17 AM, Rasul Monoshev <rmonoshev@magnoliapublicschools.org> wrote:

Thank you SIR!

Best,

Rasul

On Jun 22, 2017, at 9:13 AM, Frank Gonzalez <fgonzalez@magnoliapublicschools.org> wrote:

I spoke with Nat Ornelas at LAUSD and he said that the reason the email was sent was because he was informed that MSA 8 is now a prop 39 campus. I let him know that of course that is incorrect as it is still a PSC campus. He said if that is the case then nothing would change. He asked me to get confirmation of this from both the charter schools division as well as school leasing at LAUSD. I have already begun working on that and hope to have confirmation soon.

Nat stated that the service will not be turned off. He remembers going through this back in 2015 and understands the situation. I will keep you posted; once I confirm that this is a public school choice campus I will ask for verification in writing.

Frank

Frank Gonzalez
Chief Growth Officer
Magnolia Public Schools
[323.422.9129](tel:323.422.9129) (m)

On Jun 22, 2017, at 8:45 AM, Rasul Monoshev <rmonoshev@magnoliapublicschools.org> wrote:

Good morning,

Any update on this?

We need to reply to LAUSD ITD based on the results.

Thanks,

Rasul

On Jun 21, 2017, at 10:33 AM, Frank Gonzalez <fgonzalez@magnoliapublicschools.org> wrote:

Talking to them at 4pm today.

Frank Gonzalez
Chief Growth Officer
Magnolia Public Schools
[323.422.9129](tel:323.422.9129) (m)

On Jun 21, 2017, at 10:11 AM, Suat Acar <sacar@magnoliapublicschools.org> wrote:

Frank

Let us know what their answer is. We did not budget for this.

Suat Acar
Chief Operations Officer

Magnolia Public Schools

250 East 1st Street, Suite 1500, Los Angeles, CA 90012

Office: [\(213\)628-3634](tel:(213)628-3634)

Email: sacar@magnoliapublicschools.org

www.magnoliapublicschools.org

On Tue, Jun 20, 2017 at 10:42 PM, Frank Gonzalez <fgonzalez@magnoliapublicschools.org> wrote:

On Tue, Jun 20, 2017, at 10:42 AM, Frank Gonzalez <fgonzalez@magnoliapublicschools.org> wrote:

Thanks Jason. I concur with your statements. I'll address this proactively tomorrow.
Frank

Frank Gonzalez
Chief Growth Officer
Magnolia Public Schools
[323.422.9129](tel:323.422.9129) (m)

On Jun 20, 2017, at 8:03 PM, Jason Hernandez <jhernandez@magnoliapublicschools.org> wrote:

Hello everyone,

Here is the FUA for the school. There is nothing in the agreement specific to ISP. However, Section B3 and B3.1, does mention furnishings and equipment.

B3.1, mentions specifically telecommunication, which includes computer data connectivity (Internet). The Operator, LAUSD, is solely responsible to provide all communication equipment and services as deemed appropriate for school operation.

Internet is essential for school operation and needs to be maintained per the FUA. This is a service MSA Bell pays.

I hope this helps. This is not the first time that LAUSD is confused regarding a PSC and a Prop 39 site. According to ITD, my students and myself have LAUSD email address. My email address has the ability to monitor Internet usage on campus, based on my credential. However, no one has ever shown me how to do this.

<Bell Facilities.pdf>

J. Hernandez
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Fax. [323-826-3926](tel:323-826-3926)

From: Caprice Young cyoung@magnoliapublicschools.org

Subject: Re: PSC FUA

Date: June 22, 2017 at 5:50 PM

To: Jason Hernandez jhernandez@magnoliapublicschools.org

Cc: Frank Gonzalez fgonzalez@magnoliapublicschools.org, Rasul Monoshev rmonoshev@magnoliapublicschools.org, Suat Acar sacar@magnoliapublicschools.org, Alfredo Rubalcava arubalcava@magnoliapublicschools.org, Kathy Dominguez kathy@edfacgroup.org

CY

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CEO & Superintendent

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Frank

Frank Gonzalez
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Magnolia Public Schools
[323.422.9129](tel:323.422.9129) (m)

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J. Hernandez
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Fax. [323-826-3926](tel:323-826-3926)

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Thank you Frank for the update. Here is a letter stating we are PSC.



LOS ANGELES UNIFIED SCHOOL DISTRICT
CHARTER SCHOOLS DIVISION

333 South Beaudry Avenue, 20th Floor, Los Angeles, CA 90017
Office: (213) 241-0399 ♦ Prop. 39: (213) 241-5130 ♦ Fax: (213) 241-2054

MICHELLE KING
Superintendent of Schools

FRANCES GIPSON, PH.D.
Chief Academic Officer
Division of Instruction

JOSÉ COLE-GUTIÉRREZ
Director, Charter Schools Division

February 29, 2016

Jason Hernandez, Principal
Magnolia Science Academy Bell
6411 Orchard Avenue
Bell, CA 90201

VIA U.S. MAIL & E-MAIL
jhernandez@magnoliapublicschool

Dear Charter School Operator:

The Los Angeles Unified School District ("District") is in receipt of Magnolia Science Academy Bell's ("Charter School") Proposition 39 facilities request for the 2016-17 school year. As Charter School is part of the Public School Choice ("PSC") program, it has been contractually granted the right to use Magnolia Science Academy Bell (SRMS #2A) (the "School") during the 2016-17 school year subject to certain contractual requirements and has waived its right to submit a Proposition 39 facilities request. Consequently, the District will not be issuing Charter School a Final Notification of Space pursuant to California Code of Regulations, title 5, section 11969.9, subdivision (h).

Charter School and the District entered into a Public School Choice Facilities Agreement ("PSC Agreement"). Pursuant to the terms of the PSC Agreement, Charter School was granted use of the School for a term of approximately five years. Additionally, pursuant to the PSC Agreement, Charter School waived its rights under Proposition 39 during the term of the PSC Agreement or during any period following the expiration or termination of the PSC Agreement that Charter School is in occupancy of the School. Thereafter, Charter School executed an amendment to PSC Agreement ("Amendment"), which extended the term of the PSC Agreement for a period not exceeding five years. The 2016-17 school year falls within this extension. Article 3 of the Amendment sets forth procedures to be followed *only if* the PSC program or the designation of the School as a PSC school is terminated. Under the procedure set forth in Article 3 of the Amendment, Charter School would submit a legally sufficient Proposition 39 facilities request within the time frame and per the requirements set forth in Article 3. However, to date neither the PSC program, nor the designation of the School as a PSC school, have been terminated. Charter School's waiver of its Proposition 39 rights pursuant the PSC Agreement is not in conflict with any provision of the Amendment, and therefore controls.

Based on the foregoing, Charter School is not currently entitled to facilities pursuant to Proposition 39 for the 2016-17 school year. Should you have any questions, please contact David Estrada to discuss. He may be reached at 213-241-0399 or prop39@lausd.net

Sincerely,

José J. Cole-Gutiérrez
Director

c: Sean Jernigan
David Estrada

J. Hernandez
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On Jun 20, 2017, at 8:03 PM, Jason Hernandez <jhernandez@magnoliapublicschools.org> wrote:

Hello everyone,

Here is the FUA for the school. There is nothing in the agreement specific to ISP. However, Section B3 and B3.1, does mention furnishings and equipment.

B3.1, mentions specifically telecommunication, which includes computer data connectivity (Internet). The Operator, LAUSD, is solely responsible to provide all communication equipment and services as deemed appropriate for school operation.

Internet is essential for school operation and needs to be maintained per the FUA. This is a service MSA Bell pays.

I hope this helps. This is not the first time that LAUSD is confused regarding a PSC and a Prop 39 site. According to ITD, my students and myself have LAUSD email address. My email address has the ability to monitor Internet usage on campus, based on my credential. However, no one has ever shown me how to do this.

<Bell Facilities.pdf>

J. Hernandez
Principal
Magnolia Science Academy 8 Bell
6411 Orchard Ave
Bell, CA 90201
Tel. [323-826-3925](tel:323-826-3925)
Fax. [323-826-3926](tel:323-826-3926)

From: Frank Gonzalez fgonzalez@magnoliapublicschools.org

Subject: Re: PSC FUA

Date: June 20, 2017 at 10:42 PM

To: Jason Hernandez jhernandez@magnoliapublicschools.org

Cc: Caprice Young cyoung@magnoliapublicschools.org, Suat Acar sacar@magnoliapublicschools.org, Rasul Monoshev rmonoshev@magnoliapublicschools.org, Alfredo Rubalcava arubalcava@magnoliapublicschools.org, Kathy Dominguez kathy@edfacgroup.org



Thanks Jason. I concur with your statements. I'll address this proactively tomorrow.

Frank

Frank Gonzalez
Chief Growth Officer
Magnolia Public Schools
323.422.9129 (m)

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J. Hernandez
Principal
Magnolia Science Academy 8 Bell
6411 Orchard Ave
Bell, CA 90201
Tel. 323-826-3925
Fax. 323-826-3926

From: Jason Hernandez jhernandez@magnoliapublicschools.org 

Subject: PSC FUA

Date: June 20, 2017 at 8:03 PM

To: Caprice Young cyoung@magnoliapublicschools.org, Suat Acar sacar@magnoliapublicschools.org, Rasul Monoshev rmonoshev@magnoliapublicschools.org, Frank Gonzalez fgonzalez@magnoliapublicschools.org, Alfredo Rubalcava arubalcava@magnoliapublicschools.org

JH

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Bell
Facilities.pdf

J. Hernandez
Principal

Magnolia Science Academy 8 Bell

6411 Orchard Ave
Bell, CA 90201
Tel. 323-826-3925
Fax. 323-826-3926

From: Jason Hernandez jhernandez@magnoliapublicschools.org 
Subject: Re: MSA 8 ISP Issues
Date: August 19, 2017 at 7:48 AM
To: Suat Acar sacar@magnoliapublicschools.org
Cc: Rasul Monoshev rmonoshev@magnoliapublicschools.org, Frank Gonzalez fgonzalez@magnoliapublicschools.org, Caprice Young cyoung@magnoliapublicschools.org, Kathy Dominguez kathy@edfacgroup.org



Hello,

The phone aspect is quite complicated. We are awaiting to hear from Pam, I guess she is someone from LAUSD that can explain the infrastructure situation.

It seems that the best deal is a gather a bundle deal with phone and Internet. We want to make sure this is done appropriately.

Jason

Sent from my iPhone

On Aug 18, 2017, at 9:54 AM, Suat Acar <sacar@magnoliapublicschools.org> wrote:

Rasul

Where are we with MSA-8's ISP issue?

Suat Acar
Chief Operations Officer

Magnolia Public Schools

250 East 1st Street, Suite 1500, Los Angeles, CA 90012

Office: [\(213\)628-3634](tel:(213)628-3634)

Email: sacar@magnoliapublicschools.org

www.magnoliapublicschools.org

On Tue, Jul 25, 2017 at 9:54 AM, Segura, Miguel <miguel.segura1@lausd.net> wrote:

Hello Frank,

Hope you're having a great summer. I will follow up once again to see if there are any updates regarding the transition. I was assured that your connection will not be removed until the right walk throughs and transition takes place. Let's talk this week to see if I hear back regarding the transition.

Thank you,

<image002.jpg>

Miguel Segura

Parent and Community Advocate, Office of the Board President

Los Angeles Unified School District

o: (213) 241-5649 **c:** (213) 326-0107

w: <http://achieve.lausd.net/rodriguez>

 [<image004.jpg>](#)

From: Frank Gonzalez <mailto:faonzalez@magnoliapublicschools.org>

Sent: Tuesday, July 25, 2017 12:43 AM

To: Segura, Miguel <miguel.segura1@lausd.net>

Cc: Rodriguez, Ref <ref.rodriguez@lausd.net>; Caprice Young <cyoung@magnoliapublicschools.org>; Jason Hernandez <jhernandez@magnoliapublicschools.org>; Suat Acar <sacar@magnoliapublicschools.org>; Rasul Monoshev <rmonoshev@magnoliapublicschools.org>; Kathy Dominguez <kathy@edfacgroup.org>; Alfredo Rubalcava <arubalcava@magnoliapublicschools.org>

Subject: Re: MSA 8 ISP Issues

Greetings Miguel. I hope you are well.

I am following up on this issue to see if you have an update on the matter. I believe that you were going to follow up with ITD and others at the district. The open questions are whether MSA 8 can remain on the district's ISP which is the preference, and if not, when the switchover needs to occur.

Is there a good time to connect this week to discuss next steps? I am open for a call on Tuesday and Thursday of this week. Please let me know what works for you.

Regards,

Frank

On Fri, Jul 7, 2017 at 6:40 PM, Frank Gonzalez <fgonzalez@magnoliapublicschools.org> wrote:

July 6, 2017

To: Miguel Segura, Parent and Community Advocate, LAUSD Board District 5

From: Frank Gonzalez, Chief Growth Officer, Magnolia Public Schools

Re: ISP Service at MSA 8

Thank you for taking time to speak with me today about the situation at Magnolia Science Academy 8 (MSA 8), located at Orchard Academies in the city of Bell. As we discussed on our call, this is a charter school under LAUSD's Public School Choice program. The facilities use agreement has been renewed and executed by both Magnolia Public Schools and the school district.

Per the email communication with district staff over the course of the last couple of weeks, and our conversation today, Magnolia Public Schools was made aware on or about June 20, 2017 that ISP service would be terminated effective June 30, 2017. It is our understanding that the rationale for this change was due to MSA 8 having been deemed a Proposition 39 school, which it is not. At that time, I communicated with both the ITD and Charter Schools Division about this matter. We appreciate your advocacy on this matter and look forward to continued engagement.

We propose the following:

1. We want to ensure that service is not interrupted to MSA 8 during summer school nor during the 2017-2018 school year. The school is very happy with the quality of the service provided by ITD. We want to thank you for confirming that MSA 8 will not be cut off from service abruptly.
2. The organization's preference would be to permanently remain on the district's ISP service and pay an annual pro-rata share of the cost for the service at Orchard Academies. This can be 33% of the total costs of service as it is one of three schools on the campus, or some other reasonable methodology.
3. If the school cannot remain on the district provided ISP service, the organization requests that the switch over take place on or about July 1, 2018, the beginning of the 2018-2019 school year. The rationale for this is that the school's budget has already been developed and approved by the Board of Directors of Magnolia Public Schools and has been submitted to the school district. Put simply, the school did not plan to have this as a cost during the current school year and implementing the change during the current school year would mean a budget readjustment.
4. We ask that the school district continue to consider Public School Choice campuses as a model of cooperation between district operated schools and charter schools. These have been some of the most successful schools in the district that serve students, families and communities collectively very well. A board resolution leading to a permanent policy where services are shared, including ITD service provision for all PSC schools, should be developed and implemented.

We welcome the opportunity to partner with LAUSD to resolve this matter so that the needs of students are first and foremost taken into consideration. Thank you for your time and attention. Please reach out to me at [323-422-9129](tel:323-422-9129) if you have any questions or to discuss next steps. I have copied the Magnolia team herein so that they are aware of our communication.

Regards,

Frank Gonzalez
Magnolia Public Schools

--

Frank Gonzalez
Chief Growth Officer
Magnolia Public Schools
[323.422.9129](tel:323.422.9129)

--

Frank Gonzalez
Chief Growth Officer
Magnolia Public Schools
[323.422.9129](tel:323.422.9129)

From: Jason Hernandez jhernandez@magnoliapublicschools.org
Subject: Re: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)
Date: August 11, 2017 at 2:31 PM
To: Rasul Monoshev rmonoshev@magnoliapublicschools.org
Cc: Albert Nguyen Anguyen@magnoliapublicschools.org, Frank Gonzalez fgonzalez@magnoliapublicschools.org, Suat Acar sacar@magnoliapublicschools.org



Hello,

Based on the phone call with the people from Spectrum, the phone line situation seemed extremely complicated. None of us know what this system looks like or its capacity. We will need to get technicians to review the infrastructure. That is the reason that I am hesitate to sign it.

On another note, are we required to gather 3 quotes prior to signing the agreement?

J. Hernandez
Principal
Magnolia Science Academy 8 Bell
6411 Orchard Ave
Bell, CA 90201
Tel. 323-826-3925
Fax. 323-826-3926

On Aug 11, 2017, at 10:45 AM, Rasul Monoshev <rmonoshev@magnoliapublicschools.org> wrote:

Good morning Jason and Albert,

Why don't we just transfer all the current lines to Spectrum? instead of going through the setup of new rearranging and new phone system?

You just need to get the phone numbers and ask for the transfer.. Or you can keep it at current provider but billed to MSA-8 instead of LAUSD.

I don't know how many lines MSA-8 currently utilizes, therefore I don't have any input for it.

Best,

Rasul

On Aug 9, 2017, at 9:26 PM, Suat Acar <sacar@magnoliapublicschools.org> wrote:

Jason

Rasul had an accident and he will be out tomorrow and be back on 11th, please wait.

Suat Acar
Chief Operations Officer

Magnolia Public Schools
250 East 1st Street, Suite 1500, Los Angeles, CA 90012

Office: (213)628-3634

Email: sacar@magnoliapublicschools.org

www.magnoliapublicschools.org

On Aug 9, 2017 7:47 PM, "Jason Hernandez" <jhernandez@magnoliapublicschools.org> wrote:

hello everyone,

I would like to get your thoughts on this. Please advice.

J. Hernandez
Principal

Magnolia Science Academy 8 Bell

6411 Orchard Ave

Bell, CA 90201

Tel. [323-826-3925](tel:323-826-3925)

Fax. [323-826-3926](tel:323-826-3926)

jhernandez@magnoliapublicschools.org

Begin forwarded message:

From: "Frew, Maria C" <Maria.Frew@charter.com>

Subject: RE: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Date: August 9, 2017 at 9:33:57 AM PDT

To: Jason Hernandez <jhernandez@magnoliapublicschools.org>

Here you go.

From: Jason Hernandez [<mailto:jhernandez@magnoliapublicschools.org>]

Sent: Wednesday, August 09, 2017 8:01 AM

To: Frew, Maria C <Maria.Frew@charter.com>

Subject: Re: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Hello Maria,

I need to hear from Rasul before signing. I do not recall seeing the form on the email.

J. Hernandez
Principal

Magnolia Science Academy 8 Bell

6411 Orchard Ave

Bell, CA 90201

Tel. [323-826-3925](tel:323-826-3925)

Fax. [323-826-3926](tel:323-826-3926)

jhernandez@magnoliapublicschools.org

On Aug 9, 2017, at 7:59 AM, Frew, Maria C
<Maria.Frew@charter.com> wrote:

Good morning Jason

Will you process the signature for the internet portion today. For the voice will only have 3 options. If the phone lines will change to VOIP capabilities you can get SIP trunk depending #of call path for example.

Options:

10 business lines phones = \$299.99

SIP Trunk

24 call path = \$360

These will come with Block of 100 DID numbers and 5000 minutes of use.

Standard PRI

\$345

These will come with Block of 100 DID numbers and 5000 minutes

I can adjust that.

From: Frew, Maria C

Sent: Sunday, August 06, 2017 10:59 PM

To: 'Jason Hernandez' <jhernandez@magnoliapublicschools.org>

Subject: RE: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Jason

Since you will be needing internet anyway regardless if you go with VOIP or just plain voice PRI or phone lines the internet is separate and it requires design work and possible construction. So if you want to go ahead sign the internet portion I can at least process the flow.

Thanks.

From: Jason Hernandez [<mailto:jhernandez@magnoliapublicschools.org>]

Sent: Friday, August 04, 2017 4:42 AM

To: Frew, Maria C <Maria.Frew@charter.com>

Subject: Re: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

[562-400-1391](tel:562-400-1391). Maybe around 9:00 am would work.

J. Hernandez

Principal

Magnolia Science Academy 8 Bell

6411 Orchard Ave

Bell, CA 90201

Tel. [323-826-3925](tel:323-826-3925)

Fax. [323-826-3926](tel:323-826-3926)

On Aug 4, 2017, at 12:25 AM, Frew, Maria C
<Maria.Frew@charter.com> wrote:

Yes I can touch base with you tomorrow.
What number can I call you ?

From: Jason Hernandez [<mailto:jhernandez@magnoliapublicschools.org>]
Sent: Thursday, August 03, 2017 9:40 PM
To: Tyler Oz <toz@magnoliapublicschools.org>
Cc: Frew, Maria C <Maria.Frew@charter.com>; Rasul Monoshev <rmonoshev@magnoliapublicschools.org>; Albert Nguyen <anguyen@magnoliapublicschools.org>
Subject: Re: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Hello Maria,

Is there a number to call you. I was speaking with my IT Manager, Albert Nugyen, and we have some ideas and questions to run by you.

Jason

Sent from my iPhone

On Aug 3, 2017, at 2:11 PM, Tyler Oz
<toz@magnoliapublicschools.org> wrote:

Hello Maria,

The school principal is Jason Hernandez. I believe he can sign the papers since he is the authorized person for the location. I am adding his email to the loop.

On Thu, Aug 3, 2017 at 11:28 AM, Frew, Maria C <Maria.Frew@charter.com> wrote:

Tyler
Since Rasul is out will you be able to get this sign by John Terzi or you?

From: Frew, Maria C
Sent: Thursday, August 03, 2017 10:33 AM
To: 'Rasul Monoshev' <rmonoshev@>

magnoliapublicschools.org>

Subject: RE: Public School of Choice 2017
- Magnolia Science Academy #8 - Bell at
Orchard Academies (SRMS #2A)

Rasul

Did you get the esignature for the contract.

From: Frew, Maria C

Sent: Thursday, August 03, 2017 10:02 AM

To: 'Rasul Monoshev' <rmonoshev@magnoliapublicschools.org>

Cc: Suat Acar
<sacar@magnoliapublicschools.org>; Nanie
Montijo <nmontijo@magnoliapublicschools.org>; Lesia Charles
<lcharles@magnoliapublicschools.org>;
Jason Hernandez <jhernandez@magnoliapublicschools.org>; Pico-pearce,
Peggy A <Peggy.Pico-Pearce@charter.com
>

Subject: RE: Public School of Choice 2017
- Magnolia Science Academy #8 - Bell at
Orchard Academies (SRMS #2A)

Rasul

I just sent you the Orchard site location
service agreement. Please esign and I will
process.

Thanks

Maria Frew
Spectrum Enterprise formerly Time Warner
Cable
Office: [562-677-0273](tel:562-677-0273)
Cell: [310-770-9518](tel:310-770-9518)
Maria.frew@charter.com

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Phone/Internet/TV
Prompt-2 Fiber Data Service

<image001.png>

From: Rasul Monoshev
[mailto:rmonoshev@magnoliapublicschools.org]
Sent: Tuesday, July 25, 2017 11:49 AM
To: Frew, Maria C
<Maria.Frew@charter.com>
Cc: Suat Acar
<sacar@magnoliapublicschools.org>; Nanie Montijo <nmontijo@magnoliapublicschools.org>; Lesia Charles <lcharles@magnoliapublicschools.org>; Jason Hernandez <jhernandez@magnoliapublicschools.org>; Pico-pearce, Peggy A <Peggy.Pico-Pearce@charter.com>
>
Subject: Fwd: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Hello Maria,

Can you please send me with an agreement for 500Mbps internet service at Magnolia Science Academy-8? We would like to get 10 phone lines at that location too.

The address for the service delivery: 6411 Orchard Ave Bell, CA 90201

Thanks,

Rasul

Begin forwarded message:

From: "Ornelas, Nat" <nat.ornelas@lausd.net>
Subject: RE: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)
Date: July 25, 2017 at 11:36:12 AM PDT
To: Jason Hernandez

<jhernandez@
magnoliapublicschools.org>,
Rasul Monoshev
<rmonoshev@
magnoliapublicschools.org>
Cc: "Barnett, Stacy"
<stacy.barnett@lausd.net>,
"Sirbu, Robert"
<robert.sirbu@lausd.net>,
"Jernigan, Sean"
<sean.jernigan@lausd.net>,
"Carrillo, Isela"
<isela.carrillo@lausd.net>,
Frank Gonzalez <fgonzalez@
magnoliapublicschools.org>,
"Anderson, Pam"
<pam.anderson@lausd.net>,
"Lopez, Rodrigo"
<rodrigo.x.lopez@lausd.net>

Principal Hernandez,

Per our conversation, MSA #8 will not have to purchase any network equipment and will utilize LAUSD's existing equipment, this is standard for all co-locations. However MSA #8 will have to purchase their own Internet Services and Firewall. It was my understanding when we talked that Spectrum was your ISP of choice. Please let me know the timeline I will receive your ISP vendor's contact information so we could schedule a ISP Design Walk.

Regards,

Nat Ornelas

*Sr. IT Infrastructure
Project/Program Manager
Communication Systems
Branch
Information Technology*

Information Technology
Division
Los Angeles Unified School
District
nat.ornelas@lausd.net
[\(213\) 434-0516](tel:(213)434-0516) cell

Charter Schools Division

Mission: *The LAUSD Charter Schools Division fosters high quality educational opportunities for all students in the greater Los Angeles community through exemplary charter public school authorizing, oversight, and sharing of promising practices so that all students maximize their potential.*

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From: Ornelas, Nat
Sent: Friday, July 07, 2017 10:57 AM
To: 'Jason Hernandez'; 'Rasul Monoshev'
Cc: Barnett, Stacy; Sirbu, Robert; Jernigan, Sean; 'Suat Acar'; Carrillo, Isela; 'Caprice Young'; 'Frank Gonzalez'; Anderson, Pam
Subject: RE: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Rasul/Jason,

Please have your vendor of choice contact me as soon as possible so we can press forward with cutting your charter school on their own

ISP and phone services.

It has been my experience that MSA has used Spectrum in the past, will this be the case on this site? What is our timeline?

Regards,

Nat Ornelas

*Sr. IT Infrastructure
Project/Program Manager
Communication Systems
Branch
Information Technology
Division
Los Angeles Unified School
District
nat.ornelas@lausd.net
[\(213\) 434-0516](tel:(213)434-0516) cell*

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From: Suat Acar [<mailto:sucar@magnoliapublicschools.org>]

Sent: Monday, July 03, 2017 1:22

Sent: Monday, July 03, 2017 1:22 PM

To: Frank Gonzalez

Cc: Jason Hernandez; Ornelas, Nat; Barnett, Stacy; Rasul Monoshev; Sirbu, Robert; Jernigan, Sean; Caprice Young; Nanie Montijo; Carrillo, Isela; William Gray; Alfredo Rubalcava; Albert Nguyen; Jordan, Yolanda; Rodriguez, Ref; Umit Yapanel; Huynh Nguyen; Serdar Orazov

Subject: Re: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Mr. (Nat) Ornelas

Can you please forward the communication when Magnolia was first advised of the change in ISP service for this campus? As mentioned by Frank we really did not budget for any of these.

Suat Acar

Chief Operations Officer

Magnolia Public Schools

250 East 1st Street, Suite 1500, Los Angeles, CA 90012

Office: (213)628-3634

Email: sacar@magnoliapublicschools.org

www.magnoliapublicschools.org

On Thu, Jun 29, 2017 at 10:50 PM, Frank Gonzalez <fgonzalez@magnoliapublicschools.org> wrote:

Thank you Jason for sending this.

Nat,

Can you please forward

Can you please forward the communication when Magnolia was first advised of the change in ISP service for this campus?

The principal at MSA 8 and the home office just became aware of this a few weeks ago. We acknowledge that this might have been communicated at another time by the school district- -we are just not aware of that and would appreciate receiving information as to when this was (a) determined as a matter of policy and (b) communicated to MSA 8.

We hope that you can appreciate that a decision such as this needs the appropriate planning and time to implement these changes correctly.

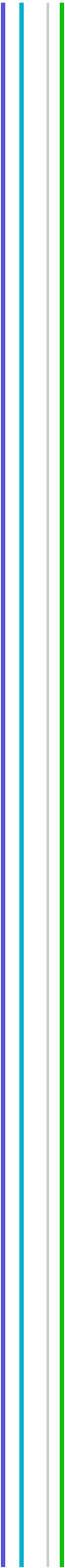
Regards,
Frank

Frank Gonzalez
Chief Growth Officer
Magnolia Public Schools
[323.422.9129](tel:323.422.9129) (m)

On Jun 29, 2017, at 9:59 PM, Jason Hernandez <jhernandez@magnoliapublicschools.org> wrote:

Hello Nat,

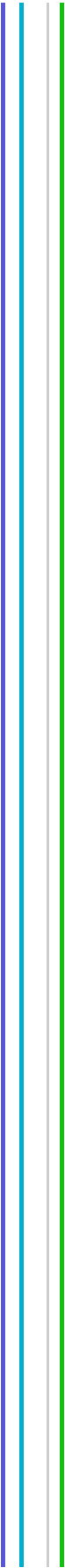
I am not opposed to



I am not opposed to acquiring an ISP for MSA Bell. However, do note that every school starts reviewing and planning a budget that is fiscally responsible at the end of February before the end of the fiscal year. This will be an extreme financial hardship to undertake for the 2017-18 fiscal year. I have no problem taking this measure to address this expense for the fiscal school year of 2018-19.

I would appreciate to review some form of Board Resolution or dialogue that expresses this decision that MSA Bell needs to acquire its own ISP. In fact, a couple months ago someone from the district spoke to all 3 principal about a transition to a cloud based phone system, because the current one is not operative to its potential. There was no dialogue regarding acquisition of our own system at that time.

MSA Bell, since its inception, has had 4 principals. None of the principals have ever been involved in a dialogue regarding the acquisition of our own ISP. In fact, I have included all prior principals in this email. I am entering my 3rd year



am entering my 31st year as a principal and have been around since the opening of the school. The only dialogue regarding our own ISP came when LAUSD denied our renewal. In preparation for appeal to LACOE, we investigated the Prop 39 process and the possibility of needing to acquire our own ISP and telephone system as well as other adjustments. However, the fact finding mission ended with LAUSD approving the renewal of our charter and continuing as a PSC school.

Lastly, there are some other concerns that will need to be addressed. I believe an environmental scan should be conducted to determine the following:

- MSA Bell implements a blended learning curriculum. How can a transition be accomplished that does not impact the academic learning environment and day-to-day function as a school?
- The current Phone System is connected to the school-wide Public Announcement system. At Orchard Academies we

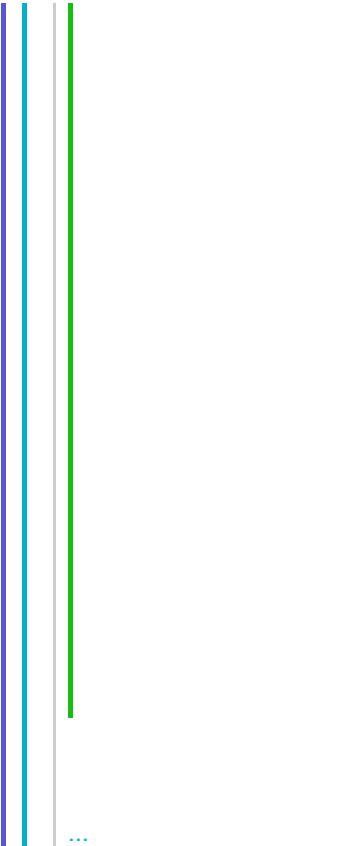
Academics, we collaboratively conduct monthly drills and utilize the PA system to do so. Will acquiring our own system interfere with this safety feature? Will the phone monitoring still be accessible in the welcome center?

- MSA Bell currently pays 1/3 of all service calls. Will this switch still require MSA Bell to pay 1/3 if IT is conducting repair or maintenance on the floors of the other schools? Will the PSC FUA allow for the installation of equipment necessary for telecommunication? Who will we contact for regular maintenance of this equipment? From my understanding the FUA does not allow us to contract outside providers for anything relating to the facility.
- The current FUA (B3 and B3.1) provides all telecommunication related matter. From some primarily investigation, there

are other PSC charter schools that were issued facilities that did not have the infrastructure for telecommunication or it needed to be updated to meet the needs of the school. This appears to be a reasonable reason to acquire one's own system or a great opportunity. How will this impact our FUA agreement?

That is all the questions I have right now. If I have any others, I will go ahead address it. I will start communicating with the service providers as you presented. I have included a couple of people in this email: Albert Nguyen, is our on-site IT Manager (He will be a lead in this process); Alfredo Rubalcava, prior principal, Yolanda Jordan, CSD.

However, please provide some form of documentation such as a Board Resolution or dialogue that notifies MSA Bell administration of this change in service. I would like to review this. And for future reference, please include me in dialogue regarding anything that implicates the school, as I am the principal of MSA



am the principal of MSA
Bell and ultimately
responsible for its
operation.

Thank you,

J. Hernandez
Principal
**Magnolia Science
Academy 8 Bell**
6411 Orchard Ave
Bell, CA 90201
Tel. 323-826-3925
Fax. 323-826-3926

From:

From: Jason Hernandez jhernandez@magnoliapublicschools.org
Subject: Re: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)
Date: October 31, 2017 at 4:23 PM



To: Ornelas, Nat nat.ornelas@lausd.net
Cc: Albert Nguyen anguyen@magnoliapublicschools.org, Rasul Monoshev rmonoshev@magnoliapublicschools.org, Frank Gonzalez fgonzalez@magnoliapublicschools.org, Barnett, Stacy stacy.barnett@lausd.net, Sirbu, Robert robert.sirbu@lausd.net, Jernigan, Sean sean.jernigan@lausd.net, Carrillo, Isela isela.carrillo@lausd.net, Lopez, Rodrigo rodrigo.x.lopez@lausd.net, Anderson, Pam pam.anderson@lausd.net, Maynez, Wesley wesley.maynez@lausd.net, Paredes, Angie angie.paredes@lausd.net, Estrada, David.J. david.j.estrada@lausd.net, REYES POLANCO, WILFREDO wilfredo.reyes@lausd.net

Hello,

That is a good questions. Currently, I am working to present information to our Board for final approval. This is above my pay grade. Therefore, all the information is presented to the board for a final decision. Last time we meet, they had a lot of questions in regards to this situation.

I would encourage you to call in and be available to answer any clarifying questions. The meeting is set to take place on Thursday, November 9th. Typically, starts at 6:30 pm. I can send you the call in info. once it arrives my way.

J. Hernandez
Principal
Magnolia Science Academy 8 Bell
6411 Orchard Ave
Bell, CA 90201
Tel. 323-826-3925
Fax. 323-826-3926
jhernandez@magnoliapublicschools.org

On Oct 31, 2017, at 1:07 PM, Ornelas, Nat <nat.ornelas@lausd.net> wrote:

Mr. Hernandez,

What is the timeline on MSA#8's ISP and phone?

Regards,

Nat Ornelas

*Sr. IT Infrastructure Project/Program Manager
Communication Systems Branch
Information Technology Division
Los Angeles Unified School District
nat.ornelas@lausd.net
(213) 434-0516 cell*

From: Ornelas, Nat
Sent: Friday, October 13, 2017 3:41 PM
To: 'Jason Hernandez' <jhernandez@magnoliapublicschools.org>
Cc: Albert Nguyen <anguyen@magnoliapublicschools.org>; Rasul Monoshev <rmonoshev@magnoliapublicschools.org>; Frank Gonzalez <fgonzalez@magnoliapublicschools.org>; Barnett, Stacy <stacy.barnett@lausd.net>; Sirbu, Robert <robert.sirbu@lausd.net>; Jernigan, Sean <sean.jernigan@lausd.net>; Carrillo, Isela <isela.carrillo@lausd.net>; Lopez, Rodrigo <rodrigo.x.lopez@lausd.net>; Anderson, Pam <pam.anderson@lausd.net>; Maynez, Wesley <wesley.maynez@lausd.net>; Angie Paredes (angie.paredes@lausd.net) <angie.paredes@lausd.net>; Estrada, David.J. <david.j.estrada@lausd.net>; REYES POLANCO, WILFREDO <wilfredo.reyes@lausd.net>
Subject: RE: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at

Orchard Academies (SRMS #2A)

Mr. Hernandez,

What is the timeline on MSA#8's ISP and phone?

Regards,

Nat Ornelas

Sr. IT Infrastructure Project/Program Manager

Communication Systems Branch

Information Technology Division

Los Angeles Unified School District

nat.ornelas@lausd.net

(213) 434-0516 cell

From: Jason Hernandez [<mailto:jhernandez@magnoliapublicschools.org>]

Sent: Friday, September 29, 2017 4:11 PM

To: Ornelas, Nat <nat.ornelas@lausd.net>

Cc: Albert Nguyen <anguyen@magnoliapublicschools.org>; Rasul Monoshev <rmonoshev@magnoliapublicschools.org>; Frank Gonzalez <fgonzalez@magnoliapublicschools.org>; Barnett, Stacy <stacy.barnett@lausd.net>; Sirbu, Robert <robert.sirbu@lausd.net>; Jernigan, Sean <sean.jernigan@lausd.net>; Carrillo, Isela <isela.carrillo@lausd.net>; Lopez, Rodrigo <rodrigo.x.lopez@lausd.net>; Anderson, Pam <pam.anderson@lausd.net>; Maynez, Wesley <wesley.maynez@lausd.net>

Subject: Re: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Hello,

Due to the amount and per our district's financial policy, I will be presenting a proposal to our Magnolia Public Schools Board on October 12th, 2017. We will most likely acquire services for voice and Internet from TPx.

Jason Hernandez

On Fri, Sep 29, 2017 at 3:12 PM, Ornelas, Nat <nat.ornelas@lausd.net> wrote:

Mr. Hernandez,

What is the timeline on MSA#8's ISP and phone?

Regards,

Nat Ornelas

Sr. IT Infrastructure Project/Program Manager

Communication Systems Branch

Information Technology Division

Information Technology Division
Los Angeles Unified School District
nat.ornelas@lausd.net
(213) 434-0516 cell

From: Jason Hernandez [mailto:jhernandez@magnoliapublicschools.org]
Sent: Wednesday, September 20, 2017 4:15 PM
To: Ornelas, Nat <nat.ornelas@lausd.net>
Cc: Albert Nguyen <anguyen@magnoliapublicschools.org>; Rasul Monoshev <rmonoshev@magnoliapublicschools.org>; Frank Gonzalez <fgonzalez@magnoliapublicschools.org>; Barnett, Stacy <stacy.barnett@lausd.net>; Sirbu, Robert <robert.sirbu@lausd.net>; Jernigan, Sean <sean.jernigan@lausd.net>; Carrillo, Isela <isela.carrillo@lausd.net>; Lopez, Rodrigo <rodrigo.x.lopez@lausd.net>; Anderson, Pam <pam.anderson@lausd.net>; Maynez, Wesley <wesley.maynez@lausd.net>
Subject: Re: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Per our policy, we have acquired 2 quotes. Currently, awaiting one more quote in order to make a decision.

J. Hernandez
Principal
Magnolia Science Academy 8 Bell
6411 Orchard Ave
Bell, CA 90201
Tel. 323-826-3925
Fax. 323-826-3926
jhernandez@magnoliapublicschools.org

On Sep 20, 2017, at 1:26 PM, Ornelas, Nat <nat.ornelas@lausd.net> wrote:

Mr. Hernandez,

What is the timeline on MSA#8's ISP and phone?

Regards,

Nat Ornelas

*Sr. IT Infrastructure Project/Program Manager
Communication Systems Branch
Information Technology Division
Los Angeles Unified School District
nat.ornelas@lausd.net
(213) 434-0516 cell*

From: Ornelas, Nat
Sent: Wednesday, September 13, 2017 10:22 AM

Sent: Wednesday, September 13, 2017 10:22 AM

To: 'Jason Hernandez' <jhernandez@magnoliapublicschools.org>
Cc: Albert Nguyen <anguyen@magnoliapublicschools.org>; Rasul Monoshev <rmonoshev@magnoliapublicschools.org>; Frank Gonzalez <fgonzalez@magnoliapublicschools.org>; Barnett, Stacy <stacy.barnett@lausd.net>; Sirbu, Robert <robert.sirbu@lausd.net>; Jernigan, Sean <sean.jernigan@lausd.net>; Carrillo, Isela <isela.carrillo@lausd.net>; Lopez, Rodrigo <rodrigo.x.lopez@lausd.net>; Anderson, Pam <pam.anderson@lausd.net>; Maynez, Wesley <wesley.maynez@lausd.net>
Subject: RE: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Hello,

The PA/IC will NOT be affect physically in any way. Your phones will NOT be connected to the system, they will be autonomous from one another. PA/IC will still be able to make room to room and emergency calls while being part of the safety system. Your added services will in NOT affect the PA/IC or Fire and Life systems, just as in all co-locations.

I will touch base with you next week for your vendor contact information.

Regards,

Nat Ornelas

*Sr. IT Infrastructure Project/Program Manager
Communication Systems Branch
Information Technology Division
Los Angeles Unified School District
nat.ornelas@lausd.net
(213) 434-0516 cell*

From: Jason Hernandez [<mailto:jhernandez@magnoliapublicschools.org>]
Sent: Tuesday, September 12, 2017 6:50 PM
To: Ornelas, Nat <nat.ornelas@lausd.net>
Cc: Albert Nguyen <anguyen@magnoliapublicschools.org>; Rasul Monoshev <rmonoshev@magnoliapublicschools.org>; Frank Gonzalez <fgonzalez@magnoliapublicschools.org>; Barnett, Stacy <stacy.barnett@lausd.net>; Sirbu, Robert <robert.sirbu@lausd.net>; Jernigan, Sean <sean.jernigan@lausd.net>; Carrillo, Isela <isela.carrillo@lausd.net>; Lopez, Rodrigo <rodrigo.x.lopez@lausd.net>; Anderson, Pam <pam.anderson@lausd.net>; Maynez, Wesley <wesley.maynez@lausd.net>
Subject: Re: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Hello,

This week we are scheduled to receive a quote TPX, or formerly tele pacific. They might also have the best solution with the current system in place that will allow us to function with phone system and Internet, but remain connected with the facility. Remember, we are on a 3 story building that is physically connected. The PA system has to be intertwined. That is part of the safety feature.

We will let you know soon as to the walk through with your department.

J. Hernandez
Principal
Magnolia Science Academy 8 Bell
[6411 Orchard Ave](#)
[Bell, CA 90201](#)
Tel. 323-826-3925
Fax. 323-826-3926
jhernandez@magnoliapublicschools.org

On Sep 12, 2017, at 4:03 PM, Ornelas, Nat
<nat.ornelas@lausd.net> wrote:

Principal Hernandez,

Friendly Reminder: Please let me know the timeline I will receive your ISP vendor's contact information so we could schedule an ISP Design Walk.

Regards,

Nat Ornelas

*Sr. IT Infrastructure Project/Program Manager
Communication Systems Branch
Information Technology Division
Los Angeles Unified School District
nat.ornelas@lausd.net
(213) 434-0516 cell*

From: Ornelas, Nat
Sent: Wednesday, September 6, 2017 9:37 AM
To: 'Jason Hernandez'
<jhernandez@magnoliapublicschools.org>; Albert Nguyen
<anguyen@magnoliapublicschools.org>; Rasul Monoshev
<rmonoshev@magnoliapublicschools.org>; Frank Gonzalez
<fgonzalez@magnoliapublicschools.org>
Cc: Barnett, Stacy <stacy.barnett@lausd.net>; Sirbu, Robert

<robert.sirbu@lausd.net>; Jernigan, Sean
<sean.jernigan@lausd.net>; Carrillo, Isela
<isela.carrillo@lausd.net>; Lopez, Rodrigo
<rodrigo.x.lopez@lausd.net>; Anderson, Pam
<pam.anderson@lausd.net>; Maynez, Wesley
<wesley.maynez@lausd.net>

Subject: RE: Public School of Choice 2017 - Magnolia
Science Academy #8 - Bell at Orchard Academies (SRMS
#2A)

Hello,

The PA/IC will not be affected in anyway, MSA #8 will still have all the same functions. MSA #8's new phone system will need to be autonomous as all other co-locations and all equipment will need to be purchased. There will be no impact to the PA/IC system or its functions for safety, fire and life. MSA #8 will no longer be able to route outside calls or numbers to the PA/IC because they will have their own Phone System. MSA #8 phone system can range from a lot of different options, regular phones lines from a vendor, a whole phone system with an answering machine, transferring, holding, extension, etc..., Voice over IP, and so on. Also, your ISP (Internet Service Provider) and your Phone Provider do not need to be with the same company. You can press forward with different companies.

I would ask you to speak with Rasul or Frank about any other options or issues since we have opened 6 other co-location MSA sites in the past successfully.

Please let me know the timeline I will receive your ISP vendor's contact information so we could schedule a ISP Design Walk.

Regards,

Nat Ornelas

*Sr. IT Infrastructure Project/Program Manager
Communication Systems Branch
Information Technology Division
Los Angeles Unified School District
nat.ornelas@lausd.net
(213) 434-0516 cell*

From: Jason Hernandez

<mailto:jhernandez@magnoliapublicschools.org>

jhernandez@magnoliapublicschools.org

Sent: Wednesday, September 6, 2017 8:34 AM

To: Ornelas, Nat <nat.ornelas@lausd.net>

Cc: Albert Nguyen <anguyen@magnoliapublicschools.org>;

Rasul Monoshev <rmonoshev@magnoliapublicschools.org>;

Frank Gonzalez <fgonzalez@magnoliapublicschools.org>;

Barnett, Stacy <stacy.barnett@lausd.net>; Sirbu, Robert

<robert.sirbu@lausd.net>; Jernigan, Sean

<sean.jernigan@lausd.net>; Carrillo, Isela

<isela.carrillo@lausd.net>; Lopez, Rodrigo

<rodrigo.x.lopez@lausd.net>; Anderson, Pam

<pam.anderson@lausd.net>; Maynez, Wesley

<wesley.maynez@lausd.net>

Subject: Re: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Hello,

I would advise you to visit the site. We are not a completely separate site. The phone and intercom is interconnected with each other. This allows us to make school wide announcements or separate announcements by floor. This is used to conduct our emergency drills collaboratively with the other schools on site. We currently communicate with extensions between the 3 floors and the welcome center. How will this be impacted?

J. Hernandez

Principal

Magnolia Science Academy 8 Bell

[6411 Orchard Ave](#)

[Bell, CA 90201](#)

Tel. 323-826-3925

Fax. 323-826-3926

jhernandez@magnoliapublicschools.org

On Sep 6, 2017, at 7:59 AM, Ornelas, Nat
<nat.ornelas@lausd.net> wrote:

Good morning Jason,

There would be no issues what so ever because MSA #8 would have to be autonomous from the rest of the site. MSA #8 would be completely separate, physically. Nothing within the existing infrastructure and safety features would be affected or changed.

Note: PA/IC and Phones are two separate

Note: PA/IC and Phones are two separate systems on this campus. PA/IC will not be affected.

Please let me know the timeline I will receive your ISP vendor's contact information so we could schedule a ISP Design Walk.

Regards,

Nat Ornelas

*Sr. IT Infrastructure Project/Program Manager
Communication Systems Branch
Information Technology Division
Los Angeles Unified School District
nat.ornelas@lausd.net
(213) 434-0516 cell*

From: Jason Hernandez
[<mailto:jhernandez@magnoliapublicschools.org>]
Sent: Tuesday, September 5, 2017 7:43 PM
To: Ornelas, Nat <nat.ornelas@lausd.net>
Cc: Albert Nguyen
<anguyen@magnoliapublicschools.org>; Rasul Monoshev
<rmonoshev@magnoliapublicschools.org>; Frank Gonzalez
<fgonzalez@magnoliapublicschools.org>; Barnett, Stacy <stacy.barnett@lausd.net>; Sirbu, Robert <robert.sirbu@lausd.net>; Jernigan, Sean <sean.jernigan@lausd.net>; Carrillo, Isela <isela.carrillo@lausd.net>; Lopez, Rodrigo <rodrigo.x.lopez@lausd.net>; Anderson, Pam <pam.anderson@lausd.net>; Maynez, Wesley <wesley.maynez@lausd.net>
Subject: Re: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Hello Nat,

I have not received any other information. We currently have quotes about ISP, but this is including phone service.

I am still awaiting information as the feasibility of maintaining the phone infrastructure and the safety features when a new phone system is added.

J. Hernandez
Principal
Magnolia Science Academy 8 Bell
6411 Orchard Ave
Bell, CA 90201
Tel. 323-826-3925
Fax. 323-826-3926
jhernandez@magnoliapublicschools.org

On Sep 5, 2017, at 4:59 PM, Ornelas,
Nat <nat.ornelas@lausd.net> wrote:

Principal Hernandez,

What is the status on you ISP?

It is my understanding that Pam Anderson has spoken to a Albert and that MSA #8 will need to purchase their own phone service and equipment. This will in no way affect the additional schools on site.

Also, MSA #8 will not have to purchase any network equipment and will utilize LAUSD's existing equipment, this is standard for all co-locations.

However, MSA #8 will have to purchase their own Internet Services and Firewall.

Please let me know the timeline I will receive your ISP vendor's contact information so we could schedule a ISP Design Walk.

Regards,

Nat Ornelas
Sr. IT Infrastructure
Project/Program Manager
Communication Systems Branch
Information Technology Division

Los Angeles Unified School
District
nat.ornelas@lausd.net
(213) 434-0516 cell

Charter Schools Division Mission:
The LAUSD Charter Schools Division fosters high quality educational opportunities for all students in the greater Los Angeles community through exemplary charter public school authorizing, oversight, and sharing of promising practices so that all students maximize their potential.

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From: Ornelas, Nat
Sent: Thursday, August 17, 2017
6:50 PM
To: Anderson, Pam
<pam.anderson@lausd.net>
Cc: Rasul Monoshev
<rmonoshev@magnoliapublicschools.org>; Barnett, Stacy
<stacy.barnett@lausd.net>; Sirbu, Robert
<robert.sirbu@lausd.net>; Jernigan, Sean
<sean.jernigan@lausd.net>; Carrillo, Isela
<isela.carrillo@lausd.net>; Frank Gonzalez
<fgonzalez@magnoliapublicschools.org>; Lopez, Rodrigo
<rodrigo.x.lopez@lausd.net>; Albert Nguyen
<anguyen@magnoliapublicschools.org>; Jason Hernandez
<jhernandez@magnoliapublicschools.org>
Subject: Re: Public School of Choice 2017 - Magnolia Science Academv #8 - Bell at Orchard

Academies (SRMS #2A)

Pam,

Help them out with phone transition please.

Regards,

Nat Ornelas

Sr. IT Infrastructure Project/Program
Manager
Communication Systems Branch
Information Technology Division
Los Angeles Unified School District
nat.ornelas@lausd.net
(213) 434-0516 cell

----- Original message -----

From: Albert Nguyen

<anguyen@magnoliapublicschools.org>

Date: 8/17/17 6:35 PM (GMT-08:00)

To: Jason Hernandez

<jhernandez@magnoliapublicschools.org>

Cc: "Ornelas, Nat"

<nat.ornelas@lausd.net>, Rasul

Monoshev

<rmonoshev@magnoliapublicschools.org>, "Barnett, Stacy"

<stacy.barnett@lausd.net>, "Sirbu,

Robert" <robert.sirbu@lausd.net>,

"Jernigan, Sean"

<sean.jernigan@lausd.net>, "Carrillo,

Isela" <isela.carrillo@lausd.net>,

Frank Gonzalez

<fgonzalez@magnoliapublicschools.org>, "Anderson, Pam"

<pam.anderson@lausd.net>, "Lopez,

Rodrigo"

<rodrigo.x.lopez@lausd.net>

Subject: Re: Public School of Choice

2017 - Magnolia Science Academy #8

- Bell at Orchard Academies (SRMS

#2A)

Hello Nat,

We need more information on the phone system or guidance to transition on our own without interrupting our operations or the other schools. The current phone system connects all three school phones, voice mail, PA system and emergency lines. Please advise so we can get the proper information to the vendors and to meet compliance.

Thank you,
Albert



On Aug 17, 2017 17:03, "Jason Hernandez"

<jhernandez@magnoliapublicschools.org> wrote:

Hello Nat,

I am await quotes from 2 vendors.

However, a potential issue that will need to be addressed might be the phone system. My IT Manager, Albert Nguyen, has been trying to do some research on it, but he is unfamiliar with the system and the vendors do not know the system either. I have included Albert in the email so he can share more on the complexity of the situation.

J. Hernandez
Principal

Magnolia Science Academy 8 Bell

6411 Orchard Ave

Bell, CA 90201

Tel. 323-826-3925

Fax. 323-826-3926

jhernandez@magnoliapublicschools.org

On Aug 17, 2017, at 3:40 PM, Ornelas, Nat <nat.ornelas@lausd.net> wrote:

What is the timeline on MSA#8's ISP?

Nat Ornelas

*Sr. IT Infrastructure
Project/Program
Manager
Communication
Systems Branch
Information
Technology Division
Los Angeles Unified
School District
nat.ornelas@lausd.net
(213) 434-0516 cell*

From: Ornelas, Nat
Sent: Tuesday, July 25, 2017 11:36 AM
To: Jason Hernandez <jhernandez@magnoliapublicschools.org>; Rasul Monoshev <rmonoshev@magnoliapublicschools.org>
Cc: Barnett, Stacy <stacy.barnett@lausd.net>; Sirbu, Robert <robert.sirbu@lausd.net>; Jernigan, Sean <sean.jernigan@lausd.net>; Carrillo, Isela <isela.carrillo@lausd.net>; Frank Gonzalez <fgonzalez@magnoliapublicschools.org>; Anderson, Pam <pam.anderson@lausd.net>; Lopez, Rodrigo <rodrigo.x.lopez@lausd.net>

[d.net](#)>

Subject: RE: Public School of Choice 2017 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Principal Hernandez,

Per our conversation, MSA #8 will not have to purchase any network equipment and will utilize LAUSD's existing equipment, this is standard for all co-locations. However MSA #8 will have to purchase their own Internet Services and Firewall. It was my understanding when we talked that Spectrum was your ISP of choice. Please let me know the timeline I will receive your ISP vendor's contact information so we could schedule a ISP Design Walk.

Regards,

Nat Ornelas

Sr. IT Infrastructure

Project/Program

Manager

Communication

Systems Branch

Information

Technology Division

Los Angeles Unified

School District

nat.ornelas@lausd.net

~*



(213) 434-0516 cell

Charter Schools

Division Mission:

The LAUSD Charter Schools Division fosters high quality educational opportunities for all students in the greater Los Angeles community through exemplary charter public school authorizing, oversight, and sharing of promising practices so that all students maximize their potential.

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From: Ornelas, Nat

Sent: Friday, July 07, 2017 10:57 AM

To: 'Jason Hernandez'; 'Rasul Monoshev'

Cc: Barnett, Stacy; Sirbu, Robert; Jernigan, Sean; 'Suat Acar'; Carrillo, Isela; 'Caprice Young'; 'Frank Gonzalez'; Anderson, Pam

Subject: RE: Public School of Choice 2017 - Magnolia Science Academv #8 - Bell at

Orchard Academies (SRMS
#2A)

Rasul/Jason,

Please have your vendor of choice contact me as soon as possible so we can press forward with cutting your charter school on their own ISP and phone services.

It has been my experience that MSA has used Spectrum in the past, will this be the case on this site? What is our timeline?

Regards,

Nat Ornelas

*Sr. IT Infrastructure
Project/Program
Manager*

*Communication
Systems Branch
Information*

*Technology Division
Los Angeles Unified
School District*

nat.ornelas@lausd.net

(213) 434-0516 cell

Charter Schools

Division Mission:

*The LAUSD Charter
Schools Division
fosters high quality
educational
opportunities for all
students in the greater*

*Los Angeles
community through
exemplary charter
public school
authorizing, oversight,
and sharing of
promising practices so
that all students
maximize their
potential.*

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From: Suat Acar
[<mailto:sacar@magnoliapublicschools.org>]

Sent: Monday, July 03, 2017 1:22 PM

To: Frank Gonzalez

Cc: Jason Hernandez;
Ornelas, Nat; Barnett,
Stacy; Rasul Monoshev;
Sirbu, Robert; Jernigan,
Sean; Caprice Young;
Nanie Montijo; Carrillo,
Isela; William Gray;
Alfredo Rubalcava; Albert
Nguyen; Jordan, Yolanda;
Rodriguez, Ref; Umit
Yapanel; Huynh Nguyen;
Serdar Orazov

Subject: Re: Public
School of Choice 2017 -
Magnolia Science
Academy #8 - Bell at
Orchard Academies (SRMS
#2A)

Mr. (Nat) Ornelas

Can you please forward the communication when Magnolia was first advised of the change in ISP service for this campus? As mentioned by Frank we really did not budget for any of these.

Suat Acar
*Chief Operations
Officer*

**Magnolia Public
Schools**

[250 East 1st Street, Suite
1500, Los Angeles, CA
90012](#)

**Office: (213)628-
3634**

Email:

sacar@magnoliapublicschools.org

www.magnoliapublicschools.org

On Thu, Jun 29,
2017 at 10:50 PM,
Frank Gonzalez
<fgonzalez@magnoliapublicschools.org> wrote:

Thank you Jason
for sending this.

Nat,
Can you please
forward the
communication
when Magnolia
was first advised

or the change in
ISP service for this
campus?

The principal at
MSA 8 and the
home office just
became aware of
this a few weeks
ago. We
acknowledge that
this might have
been
communicated at
another time by
the school district-
-we are just not
aware of that and
would appreciate
receiving
information as to
when this was (a)
determined as a
matter of policy
and (b)
communicated to
MSA 8.

We hope that you
can appreciate
that a decision
such as this needs
the appropriate
planning and time
to implement
these changes
correctly.

Regards,
Frank

Frank Gonzalez
Chief Growth
Officer
Magnolia Public

Schools

[323.422.9129](tel:323.422.9129) (m)

On Jun 29, 2017,
at 9:59 PM, Jason
Hernandez
<[jhernandez@ma
gnoliapublicschool
s.org](mailto:jhernandez@ma
gnoliapublicschool
s.org)> wrote:

Hello Nat,

I am not opposed
to acquiring an
ISP for MSA Bell.
However, do note
that every school
starts reviewing
and planning a
budget that is
fiscally responsible
at the end of
February before
the end of the
fiscal year. This
will be an extreme
financial hardship
to undertake for
the 2017-18 fiscal
year. I have no
problem taking
this measure to
address this
expense for the
fiscal school year
of 2018-19.

I would appreciate
to review some
form of Board
Resolution or
dialogue that
expresses this
decision that MSA
Bell needs to

acquire its own

acquire its own ISP. In fact, a couple months ago someone from the district spoke to all 3 principals about a transition to a cloud based phone system, because the current one is not operative to its potential. There was no dialogue regarding acquisition of our own system at that time.

MSA Bell, since its inception, has had 4 principals. None of the principals have ever been involved in a dialogue regarding the acquisition of our own ISP. In fact, I have included all prior principals in this email. I am entering my 3rd year as a principal and have been around since the opening of the school. The only dialogue regarding our own ISP came when LAUSD denied our renewal. In preparation for appeal to LACOE, we investigated

11/15/2020

the Prop 39 process and the possibility of needing to acquire our own ISP and telephone system as well as other adjustments. However, the fact finding mission ended with LAUSD approving the renewal of our charter and continuing as a PSC school.

Lastly, there are some other concerns that will need to be addressed. I believe an environmental scan should be conducted to determine the following:

- MSA Bell implements a blended learning curriculum. How can a transition be accomplished that does not impact the academic learning environment and day-to-day function

as a school?

- The current Phone System is connected to the school-wide Public Announcement system. At Orchard Academies, we collaboratively conduct monthly drills and utilize the PA system to do so. Will acquiring our own system interfere with this safety feature? Will the phone monitoring still be accessible in the welcome center?
- MSA Bell currently pays 1/3 of all service calls. Will this switch still require MSA Bell to pay 1/3 if IT is conducting repair or maintenance on the floors

on the floors of the other schools? Will the PSC FUA allow for the installation of equipment necessary for telecommunication? Who will we contact for regular maintenance of this equipment? From my understanding the FUA does not allow us to contract outside providers for anything relating to the facility.

- The current FUA (B3 and B3.1) provides all telecommunication related matter. From some primarily investigation, there are other PSC charter schools that were issued facilities that

did not have the infrastructure for telecommunication or it needed to be updated to meet the needs of the school. This appears to be a reasonable reason to acquire one's own system or a great opportunity. How will this impact our FUA agreement?

That is all the questions I have right now. If I have any others, I will go ahead address it. I will start communicating with the service providers as you presented. I have included a couple of people in this email: Albert Nguyen, is our on-site IT Manager (He will be a lead in this process); Alfredo Rubalcava, prior principal, Yolanda Jordan,

CSD.

However, please provide some form of documentation such as a Board Resolution or dialogue that notifies MSA Bell administration of this change in service. I would like to review this. And for future reference, please include me in dialogue regarding anything that implicates the school, as I am the principal of MSA Bell and ultimately responsible for its operation.

Thank you,

J. Hernandez
Principal
**Magnolia
Science
Academy 8 Bell**
[6411 Orchard Ave
Bell, CA 90201](#)
Tel. [323-826-3925](#)
Fax. [323-826-
3926](#)

From: Ornelas, Nat
Sent: Thursday, June 29,
2017 4:02 PM
To: 'Jason Hernandez'
Cc: Barnett, Stacy; 'Rasul

Monoshev'; Sirbu, Robert;
Jernigan, Sean; 'Caprice
Young'; 'Suat Acar'; 'Nanie
Montijo'; Carrillo, Isela;
'Caprice Young'; 'Frank
Gonzalez'; 'W. Gray'

Subject: Public School of
Choice 2017 - Magnolia
Science Academy #8 - Bell
at Orchard Academies
(SRMS #2A)

Mr. Hernandez,

Let's please press
forward with cutting
over your charter
school to their own
ISP. Please get me in
touch with your ISP
vendor of choice. as
soon as possible, we
need to start with an
ISP Design Walk to
ensure this
installation is per
LAUSD
specifications.

At this campus AT&T
is the current ISP
(Internet Service
Provider) and
Telephone Service
for the District to this
campus.

Charter Schools can
use any Internet
Service Provider of
its choice. Below are
3, but not limited to,
options:

- Frontier –
Rep. is
Dwayne
Stewart
Hearn, phone
number 562-

number 537-9951,
email
Dwayne.stewart@ftr.com

· AT&T –
Rep. is Lea Santoro,
phone number 213-448-2256,
email
ls7586@att.com

· Spectrum –
Rep. is Peggy Pico-pearce,
phone number 858-635-8865,
email
Peggy.Pico-Pearce@charter.com

These providers, as well as others, can provide your Charter School with an ISP (network) and also Telephone services.

Any additional cabling needed for ISP will need to be approved by the ITD Design Review and will be at the Charter School's sole expense (including all District staff/labor, materials, design and management).

Regards,

Nat Ornelas
*Sr. IT Infrastructure
Project/Program*

*Project Program
Manager
Communication
Systems Branch
Information
Technology Division
Los Angeles Unified
School District
nat.ornelas@lausd.net
et
(213) 434-0516 cell*

**Charter Schools
Division Mission:**
*The LAUSD Charter
Schools Division
fosters high quality
educational
opportunities for all
students in the greater
Los Angeles
community through
exemplary charter
public school
authorizing, oversight,
and sharing of
promising practices so
that all students
maximize their
potential.*

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From: Jason Hernandez
[<mailto:jhernandez@magnoliapublicschools.org>]
Sent: Wednesday, June

28, 2017 11:54 AM
To: Rodriguez, Ref
Cc: Frank Gonzalez;
Ornelas, Nat; William
Gray; Rasul Monoshev;
Sirbu, Robert; SALVATO,
RICK; Jernigan, Sean;
Estrada, David.J.; Barnett,
Stacy; Cotton, Steven;
Caprice Young; Suat Acar;
Nanie Montijo; Cole-
Gutierrez, Jose; Segura,
Miguel; Jordan, Yolanda
Subject: Re: Prop 39
Charter Schools 2017 -
Magnolia Science
Academy #8 - Bell at
Orchard Academies (SRMS
#2A)

Thank you Dr. Ref
for your
assistance. We are
looking forward to
some clarity over
this matter and
working with your
office and LAUSD
staff. Please let
me know if you
need information
from us or assist
in any way. We are
open to having a
meeting if
necessary.

J. Hernandez
Principal
**Magnolia
Science
Academy 8 Bell**
6411 Orchard Ave
Bell, CA 90201
Tel. 323-826-3925
Fax. 323-826-
3926

On Jun 28, 2017,
at 11:28 AM,
Rodriguez, Ref
<[ref.rodriguez@la
usd.net](mailto:ref.rodriguez@la
usd.net)> wrote:

Miguel, please
follow up on this
on my behalf.
Provide me with a
briefing at soon as
possible. I believe
you may want to
speak with Nat
Ornelas first.

Ref

Ref Rodriguez
Member of the
Board of
Education, LAUSD
Board District 5

On Jun 28, 2017,
at 11:21 AM,
Frank Gonzalez
<[fgonzalez@magn
oliapublicschools.o
rg](mailto:fgonzalez@magn
oliapublicschools.o
rg)> wrote:

Greeting
everyone.

I had the
opportunity to
speak with Nat
Ornelas about this
last week. At that
time it was stated
that the
equipment would
not be removed
until this issues
was clarified.

I followed up with a conversation with David Estrada about this. It was confirmed that this is a Public School Choice campus. It is therefore not a Proposition 39 campus.

Therefore the original and existing arrangement for provision of IT services should remain in place as it is for other PSC schools. Which LAUSD department is providing the directive to remove MSA 8 from the existing arrangement/agreement?

Steve,
Can you please confirm that this is the case?

Are other PSC charter schools being made to do this as well?

Please let us know if this requires a conference call or meeting to resolve this matter.

Frank Gonzalez
Chief Growth
Officer
Magnolia Public
Schools
323.422.9129 (m)

On Jun 28, 2017,
at 11:00 AM,
Jason Hernandez
<jhernandez@magnoliapublicschools.org> wrote:

Hello Mr. Ornelas,

I have read the
FUA and B 3.1,
this provides
reason as to why
the equipment
needs to remain
and be
maintained. The
regular
maintenance,
including utilizes is
passed on through
our quarterly
payment that is
made to the
district. The PSC
office can provide
you with more
specifics.

Is there any Board
resolution that is
moving us from
PSC to Prop 39,
that would warrant
this change of
service?

J. Hernandez
Principal
**Magnolia
Science
Academy 8 Bell**
6411 Orchard Ave
Bell, CA 90201
Tel. 323-826-3925
Fax. 323-826-
3926

On Jun 28, 2017,
at 10:54 AM,
Ornelas, Nat
<nat.ornelas@lausd.net> wrote:

Please look up B3.1
within your FUA.

Nat Ornelas
*Sr. IT Infrastructure
Project/Program
Manager
Communication
Systems Branch
Information
Technology Division
Los Angeles Unified
School District
nat.ornelas@lausd.net
et
(213) 434-0516 cell*

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exemplary charter
public school
authorizing oversight*

*authorizing, oversight,
and sharing of
promising practices so
that all students
maximize their
potential.*

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From: W. Gray
[<mailto:wgray@magnoliapublicschools.org>]
Sent: Wednesday, June 28, 2017 10:22 AM
To: Ornelas, Nat
Cc: Jason Hernandez
Subject: Re: Prop 39 Charter Schools 2015 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Hi Nat-

Jason Hernandez is the principal of MSA-8 Bell. Please include him in correspondence from now on:
jhernandez@magnoliapublicschools.org.

Thanks,

Will

On Wed, Jun 28,
2017 at 10:07 AM,
Ornelas, Nat
<[nat.ornelas@laus
d.net](mailto:nat.ornelas@lausd.net)> wrote:
Frank,

Please set-up a
Design Walk with the
ISP of your choice as
soon as possible with
me. It is my
understanding that
Magnolia Science
Academy #8 - Bell at
Orchard Academies
(SRMS #2A) may not
remain/receive
District phone, or
data, service free of
charge. All charter
school operators are
responsible to
provide their own
services and
equipment per their
FUA (Facilities
Usage Agreement).
The Premises are
wired for telephone
and computer data
connectivity.
CHARTER SCHOOL
shall be responsible
to provide all
equipment and
services for said
communication and
computer equipment
as it deems
appropriate for its
school operations.

Magnolia Science
Academy #8 – Bell

will be removed from LAUSD's ISP on June 30, 2017. Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A) will need to purchase their own ISP (Internet Service Provider). Again, please setup a design walk with me and the ISP vendor of your choice as soon as possible.

Regards,

Nat Ornelas

*Sr. IT Infrastructure
Project/Program
Manager*

*Communication
Systems Branch
Information*

*Technology Division
Los Angeles Unified
School District*

nat.ornelas@lausd.net

(213) 434-0516 cell

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educational
opportunities for
all students in the
greater Los
Angeles
community
through exemplary*

*charter public
school authorizing,
oversight, and
sharing of
promising
practices so that
all students
maximize their
potential.*

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From: Ornelas, Nat
Sent: Tuesday, June 20, 2017 1:25 PM
To: 'Rasul Monoshev'
Cc: William Gray; Sirbu, Robert; SALVATO, RICK; Jernigan, Sean; Estrada, David.J.; Barnett, Stacy
Subject: RE: Prop 39 Charter Schools 2015 - Magnolia Science Academy #8 - Bell at Orchard Academies (SRMS #2A)

Rasul,

It is my understanding
that Magnolia Science

Academy #8 - Bell at Orchard Academies (SRMS #2A) will need to purchase their own ISP. Magnolia Science Academy #8 – Bell will be removed from LAUSD’s ISP on June 30, 2017. Please setup a design walk with me and the vendor of your choice as soon as possible.

Regards,

Nat Ornelas

*Sr. IT Infrastructure
Project/Program
Manager*

*Communication
Systems Branch
Information*

*Technology Division
Los Angeles Unified
School District*

nat.ornelas@lausd.net

(213) 434-0516 cell

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-----Original Message--

From: Rasul Monoshev
[<mailto:rmonoshev@magoliapublicschools.org>]

Sent: Thursday, July
16, 2015 11:47 AM

To: Ornelas, Nat
Cc: William Gray;
Xanthos, Jim;
Brintnell, Joshua;
Sirbu, Robert; Salvato,
Rick; Corado, Leandra;
Jernigan, Sean

-----Original

..

Message-----

From: Rasul

Monoshev

[\[mailto:rmonoshev@magnoliapublicschools.org\]](mailto:rmonoshev@magnoliapublicschools.org)

Sent: Thursday, July 16, 2015 11:47 AM

To: Ornelas, Nat

Cc: William Gray;

Xanthos, Jim;

Brintnell, Joshua;

Sirbu, Robert;

Salvato, Rick;

Corado, Leandra;

Jernigan, Sean

Subject: Re: Prop 39

Charter Schools

2015 - Magnolia

Science Academy #8

- Bell at Orchard

Academies (SRMS

#2A)

Nat,

Never mind. I just got informed that the school will remain as Public School Choice, not Prop 39. Sorry about that.

Rasul

-----Original

Message-----

From: Ornelas, Nat

Sent: Thursday, July

16, 2015 11:27 AM

To: 'Rasul Monoshev'

Cc: William Gray;

Xanthos, Jim;

Brintnell, Joshua;

Sirbu, Robert;

Salvato, Rick;

Corado, Leandra;

'Jernigan Sean'

Jernigan, Sean
Subject: Prop 39
Charter Schools
2015 - Magnolia
Science Academy #8
- Bell at Orchard
Academies (SRMS
#2A)

Rasul,

I believe you need to
bring this to the
attention of Sean
Jernigan and Rick
Salvato. At this time
there is no funding
Magnolia Science
Academy #8 - Bell at
Orchard Academies
(SRMS #2A).

Nat Ornelas
Sr. IT Infrastructure
Project/Program
Manager Special
Projects/Charter
Schools/New
Construction ITI
Capital Projects
Information
Technology Division
Los Angeles Unified
School District
333 S. Beaudry Ave.
10th Floor
Los Angeles, CA
90017
nat.ornelas@lausd.net
et
(213) 241-1646 desk
(213) 434-0516 cell

-----Original
Message-----
From: Rasul
Monoshev

[\[mailto:rmonoshev@
magnoliapublicschool
s.org\]](mailto:rmonoshev@magnoliapublicschool
s.org)

Sent: Thursday, July
16, 2015 11:15 AM

To: Ornelas, Nat

Cc: William Gray

Subject: Magnolia
Science Academy-8

Nat,

Magnolia Science
Academy-8 Bell on
6411 Orchard Ave
Bell, CA 90201 is
Prop 39 as of this
year.

How should we plan
the cut off MSA-8's
network from
LAUSD's network?

We want to have our
own internet service
at that school.

Best,

Rasul

--

J. Hernandez

Principal

Magnolia Science Academy 8 Bell

6411 Orchard Ave

Bell, CA 90201

Tel. 323-826-3925

Fax. 323-826-3926

jhernandez@magnoliapublicschools.org