

AMENDMENT
to
PUBLIC SCHOOL CHOICE
FACILITIES AGREEMENT

This AMENDMENT 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 CAMINO NUEVO CHARTER ACADEMY # 4 (“OPERATOR”),

W I T N E S S E T H:

WHEREAS, LAUSD is the owner of that certain school campus known as Sandra Cisneros Learning Academy as of the date of this Amendment (the “School”);

WHEREAS, LAUSD and OPERATOR entered into that certain Public School Choice Facilities Agreement dated July 1, 2011 (“FA”), as may have been amended by the parties, which allows OPERATOR to occupy the School in accordance with Applicable Laws, LAUSD standards, policies and bulletins pertaining to the use, maintenance and repairs or improvements of the School, and the terms and conditions contained therein;

WHEREAS, OPERATOR submitted a charter petition to LAUSD for renewal on August 31, 2020 for that charter school known as Camino Nuevo Charter Academy # 4;

WHEREAS, in accordance with Exhibit A, Section A2, the Term of the FA may be extended upon mutual agreement of the parties and approval of LAUSD’s Board of Education (“Board”);

NOW, THEREFORE, for good consideration had and received, LAUSD and OPERATOR hereby agree as follows:

1. Good Standing of OPERATOR. OPERATOR hereby represents and warrants that as of the date of this Amendment, OPERATOR is a validly formed legal entity as indicated below and organized and in good standing under the laws of the State of California:

<input checked="" type="checkbox"/>	California public benefit corporation
<input type="checkbox"/>	California corporation
<input type="checkbox"/>	Other identified as _____

OPERATOR shall provide evidence of its legal status and good standing upon request of LAUSD.

2. Term. The term of the FA shall extend for a period not exceeding five (5) years. OPERATOR agrees that if the renewal of its Approved Charter Petition, as this term is defined in the FA, is approved the extension of the Term shall begin on July 1, 2021 (“Commencement Date”) and expire on June 30, 2026, which cannot be later than the expiration date of the renewed charter petition (“Expiration Date”). Notwithstanding any provision, the FA may

terminate prior to the Expiration Date pursuant to the terms and conditions set forth in the FA, or upon the termination of either the Public School Choice program or the designation of the School as Public School Choice school subject to Section 3 below.

3. Public School Choice. The Public School Choice program was developed by LAUSD to provide another choice in education by allowing third-party educational providers to propose innovative educational curriculums and plans at selected LAUSD schools. LAUSD may terminate either the Public School Choice program or the designation of a school as a Public School Choice school, as it deems appropriate. If the Public School Choice program or the designation of the School as a Public School Choice school is terminated, LAUSD and OPERATOR agree that OPERATOR shall prepare and submit amended provisions of its Approved Charter Petition and submit the proposed amendments of the Approved Charter Petition to LAUSD consistent with LAUSD's Administrative Procedures for Charter Schools Authorizing: Material Revisions section. OPERATOR shall submit to LAUSD said proposed, amendments to the Approved Charter Petition within thirty (30) calendar days from the date of the Board's action to terminate the Public School Choice program or remove the designation of the School as a Public School Choice school.

a. If the Public School Choice program or the designation of the School as a Public School Choice school is terminated before November 1st of the then current school year, OPERATOR shall submit to LAUSD a legally sufficient Proposition 39 facilities request (including, but not limited to, reasonable projections of in-district and total average daily attendance ("ADA") and in-district and total classroom ADA in the forthcoming fiscal year that can reasonably be accommodated at the School). OPERATOR may continue operating at the School up to but not beyond June 30th of the then current school year under the terms and conditions of the FA, and the Expiration Date of the FA shall be deemed to be June 30th of the then current school year so long as: (i) OPERATOR is in good standing under its identified legal entity (identified in Section 1 above); (ii) its Approved Charter Petition is valid and in effect; and (iii) OPERATOR is in good standing under the FA.

b. If the Public School Choice program or the designation of the School as a Public School Choice school is terminated at any time after November 1st of the then current school year, OPERATOR may continue operating at the School for the then current school year and up to but not beyond June 30th of the next immediate school year under the terms and conditions of the FA, and the Expiration Date of the FA shall be deemed to be June 30th of said next immediate school year so long as: (i) OPERATOR satisfies those conditions in Section 3.a(i), (ii) and (iii) above; and (ii) OPERATOR submits to LAUSD a legally sufficient Proposition 39 facilities request (including, but not limited to, reasonable projections of in-district and total average daily attendance ("ADA") and in-district and total classroom ADA in the forthcoming fiscal year that can reasonably be accommodated at the School) within thirty (30) calendar days from the date of the Board's action to terminate the Public School Choice program or remove the designation of the School as a Public School Choice school. OPERATOR understands and agrees that if OPERATOR does not submit a legally sufficient Proposition 39 facilities request as required in this Section 3.b (ii), OPERATOR may not be allocated use of any LAUSD school in the school year immediately following the then current school year.

As an example, and not as a limitation, the Public School Choice program is terminated by Board action on January 13, 2015. A charter school operating a Public School Choice school may continue to operate at said school for the remainder of the 2014-2015 school year and the entire 2015-2016 school year so long as it satisfies Section 3.1(i), (ii) and (iii), and submits a legally sufficient Proposition 39 facilities request (including, but not limited to, reasonable projections of in-district and total ADA and in-district and total classroom ADA that can reasonably be accommodated at the School), on or before February 12, 2015.

4. Conflicts. In the event of any conflict between the FA and this Amendment, the terms and conditions of this Amendment shall supersede on the issues addressed herein.

5. Effective Date. The Effective Date of this Amendment shall be the last date set forth below. This Amendment shall become effective and go into effect upon full execution by LAUSD and OPERATOR (subject to approval by the Board).

6. Corrective Action Notice. LAUSD discloses that its Office of Environmental Health & Safety provided ATTACHMENT 1, attached hereto and incorporated herein by reference, that lists the corrective action notice(s) ("CAN") for the School. OPERATOR shall review ATTACHMENT 1 and, within 30 days of its execution of this Amendment, OPERATOR shall provide to LAUSD its plan and timeline to resolve each CAN to the reasonable satisfaction of LAUSD. OPERATOR agrees to complete the work necessary to resolve each CAN within six (6) months of its execution of this Amendment; provided, that if any CAN remains unresolved after said six (6) month period, LAUSD may (but shall not be obligated to) elect to perform the work to resolve the CAN(s) and OPERATOR agrees to reimburse LAUSD for its expenses in performing such work.

7. City of Los Angeles Senior Center. LAUSD and OPERATOR acknowledge that the City of Los Angeles currently operates a senior center at the School. Both party presumes the City of Los Angeles will continue to operate a senior center at the School.

IN WITNESS WHEREOF, LAUSD and OPERATOR have executed this Amendment on the dates set forth adjacent to their respective signatures.

"OPERATOR"

Date: _____

By _____
Name _____
Its _____

"LAUSD"

Date: _____

By _____

Name _____
Its _____

Attachment 1

OEHS Corrective Action Notice



Open Deficiencies : CAMINO NUEVO ACAD#4

1018 MOHAWK ST, LOS ANGELES, CA 90026



Facilities Principal's Corner

OEHS Links ▾

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Deficiency responses must be certified by the respective school principal, use the 'Login' option to perform this task.

5 Open Deficiencies | [Download Data](#)

20 ▾

Deficiency ID ▴	Priority ▾	Created Date ▴	Due Date ▴	Responsible Party ▴	Area ▴	Corrective Action	Comments
28367106	Level 2	05/23/2018	06/22/2018	Facilities	Kitchen Staff Restroom	Mitigate insect infestation (e.g., ants, cockroaches, termites). If necessary, place a service call to the Maintenance and Operations Service Call Unit at (213) 745-1600.	While sampling the kitchen staff restroom, OEHS noticed approximately five to six dead American Cockroaches in the overhead light fixture.
28346864	Level 1	06/10/2016	06/10/2016	School	Girls Restroom (Middle School - 1st Floor Main Building)	Restrict access by students and staff until OEHS has authorized occupancy.	On 06/10/16, OEHS conducted a visual clearance of the Main Building 1st Floor: Girls Middle School Restroom in response to a sewage spill clean up. OEHS observed residual from the sewage release on the floor and drains. The area must remain off limits until
28346865	Level 1	06/10/2016	06/10/2016	School	Lunch Shelter	Restrict access by students and staff until OEHS has authorized occupancy.	On 06/10/16, OEHS conducted an inspection of the Lunch Shelter in response to a sewage spill clean up. OEHS observed residual from the sewage release and the Lunch Shelter must remain off limits until it is re-cleaned, pending sampling results, and OEHS c
28346888	Level 1	06/20/2016	06/20/2016	School	Lunch Shelter	Restrict access by students and staff until OEHS has authorized occupancy.	OEHS received the laboratory analytical results for samples collected from the Lunch Shelter on 06/17/16 in response to a sewage stoppage cleanup. The Lunch Shelter will remain off limits until this area is re-cleaned, samples are collected, lab results p
28346867	Level 1	06/14/2016	06/14/2016	School	Lunch Shelter	Restrict access by students and staff until OEHS has authorized occupancy.	OEHS received the laboratory analytical results for samples collected from the Lunch Shelter on 06/13/16 in response to a sewage stoppage cleanup. The Lunch Shelter will remain off limits until this area is re-cleaned, samples are collected, lab results p