



## CALIFORNIA SCHOOL FINANCE AUTHORITY

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Katrina M. Johantgen

March 7, 2021

John Lemmo, Esq.  
Procopio  
525 B Street, Suite 2200  
San Diego, CA 92101

Re: Charter School Facilities Program

Dear Mr. Lemmo:

I am writing in response to your e-mail on February 18, 2021, on behalf of your client, Camino Nuevo Charter Academy High School ("Camino" or "School") (CDS Code: 19-64733-0106435). You informed us that your client, Camino, plans to close its school located at 1215 Miramar St, Los Angeles, CA 90026, in June 2021. Based on the planned closure, you asked for our guidance related to the school's obligation under the state's Charter School Facilities Program ("Program"). As you are probably aware, Camino abandoning the school would constitute a default under Paragraph 5.1, subparagraph 9, of the Program Funding Agreement entered into by Camino, the California School Finance Authority, and the State Allocation Board (collectively referred to as the "State") in 2011. Based on this default, the State would move to terminate the agreement and work with the Los Angeles Unified School District to initiate finding a successor school for the site.

In accordance with the Program's Funding Agreement, Paragraph 5.2 A. 2., "On the termination of this Agreement for any reason, any steps the School District takes to [find a successor school] shall in no way release the Charter School from its payment obligations that accrued prior to the last date upon which the Charter School had beneficial ownership and use of the facility."

We interpret the language in this paragraph to limit any liability for abandoning the facility to the period that your client actually occupies the school. Therefore, provided that your client remains current on its payments until they close, and vacate the facility, your client will have no financial liability for claims directly related to abandoning the school site during the term of the Funding Agreement. Please note that this is limited solely to damages for abandoning the facility, the State does not waive any other claims it may be entitled to under any agreements with your client or the law.

Thank you for reaching out to us regarding this matter. If you have any further questions, please feel free to contact me at [kjohantgen@treasurer.ca.gov](mailto:kjohantgen@treasurer.ca.gov) or at (213) 219-9882.

Sincerely,

Katrina M. Johantgen  
Executive Director