

**Innovations Academy Board Agenda: March 10, 2020 @ 6:00 pm**

**Meeting location(s)**

Innovations Academy 10380 Spring Canyon Road San Diego, CA 92131	5519 McMillan Street Oakland, CA 94618	Public call in number 605-313-4802* Access code 151642
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\*Members of the public need not state their names when entering the conference call. Call-in number is provided as a convenience to the public.

**Board Attendance**

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**Others in Attendance**

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**Agenda**

➤ Call to order / roll call	Time / Date Board in Attendance: 1. Other Present: 1.
➤ Approval of current agenda	<b>Vote to approve current agenda -</b> 1st motion - 2nd motion- <b>Vote:</b> Approved by:
➤ Approval of prior month meeting minutes	<b>Vote to approve past minutes -</b> 1st motion- 2nd motion- <b>Vote:</b> Approved by: 1.
➤ Public comments (3 mins per person)	
○ Teacher briefing (Ashleigh)	
➤ Discussion items	
○ Form 700 Completion ○ Management of large/high cost purchases for new facility (Discuss adding meetings until June 30) ○ Facilities Update ✓ Lease	➤

<ul style="list-style-type: none"> <li>✓ Status of construction</li> <li>✓ Other updates</li> <li>○ Financial Update <ul style="list-style-type: none"> <li>✓ Jan 2020 Actual to Budget</li> <li>✓ Jan 2020 Balance Sheet</li> <li>✓ Nov 2019-Jan 2020 Check Register</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>➤ Action items <ul style="list-style-type: none"> <li>○ Approval of Independent Auditor Selection/Certification</li> <li>○ Approval of 2019-20 2<sup>nd</sup> Interim</li> <li>○ Review and adopt Maternity Leave policy</li> <li>○ Review and adopt Free and Reduced Meal Policy Statement</li> <li>○ Discuss and create Vaccine Policy</li> <li>○ Approval of internet infrastructure or purchase amount</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>➤ Approval of teacher board representative change</li> </ul>	<p><u>Action Item</u>  <b>Discussion:</b></p> <ul style="list-style-type: none"> <li>➤ <b>Vote:</b></li> <li>➤ 1st motion -</li> <li>➤ 2nd motion -</li> </ul> <p><b>Approval by:</b></p>
<ul style="list-style-type: none"> <li>➤ Next board meeting</li> </ul>	
<ul style="list-style-type: none"> <li>○ Confirm date of next meeting</li> </ul>	
<ul style="list-style-type: none"> <li>○ Identify agenda items for next meeting</li> </ul>	➤
<p>Meeting adjourned</p>	

The foregoing minutes were approved by the Board of Directors of Innovations Academy on \_\_\_\_\_.

\_\_\_\_\_  
Secretary

Please contact Innovations Academy Board @ [Board@InnovationsAcademy.org](mailto:Board@InnovationsAcademy.org) if you require special assistance or a listening device to attend the Board Meeting. Requests must be made 48 hours in advance.

1. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:
  - At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the State of California;
  - All votes taken during a teleconference meeting shall be by roll call;
  - If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
  - All locations where a member of the Board of Directors constituting the quorum participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
  - Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
  - The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.
  - The Brown Act prohibits requiring members of the public, to provide their names as a condition of attendance at the meeting; however, those wishing to speak may be required to identify themselves.

## Innovations Academy Board Agenda: 12/03/2019 @ 6:00 pm

### Meeting location(s)

Innovations Academy 10380 Spring Canyon Road San Diego, CA 92131	5519 McMillan Street Oakland, CA 94618	Public call in number 605-313-4802* Access code 151642
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### Board Attendance

Nate Cooper	Stephen Rosen	Faraz Sharafi	Danielle Strachman (phone)			
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### Others in Attendance

Tony Spitzberg	Ali Kolb	Christine Kuglen	Josh Eng	Richard Farace		
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### Agenda

Topic	Minutes
➤ Call to order / roll call	Time / Date 6:11 Board members in attendance and others are listed above.
➤ Approval of current agenda	<b>Vote to approve current agenda -</b> 1st motion - Faraz 2nd motion- Stephen <b>Vote:</b> Approved by: unanimous in favor
➤ Approval of prior meeting minutes <ul style="list-style-type: none"> <li>○ 9/3/19</li> <li>○ 11/21/19</li> </ul>	<b>Vote to approve past minutes -</b> 1st motion- Stephen 2nd motion- Faraz <b>Vote:</b> Approved by: 1. unanimous in favor
➤ Public comments (3 mins per person)	<b>Discussion</b> ➤ nobody present and nobody on the phone line
<b>Discussion Item:</b> <u>October 2019 Financials (Josh, CSMC)</u> <ol style="list-style-type: none"> <li>1) Oct 2019 Actual to Budget</li> <li>2) Oct 2019 Balance Sheet</li> <li>3) July to Oct Check Register</li> </ol> <b>Approval Items:</b> <ol style="list-style-type: none"> <li>1) 2019-20 1st Interim Budget Revision</li> <li>2) 2019-20 1st Interim Budget &amp; Actuals</li> </ol>	<b>Discussion:</b> <ol style="list-style-type: none"> <li>1) Josh reviewed the year to date budget to actual. Reviewed changes from June to present. Review of variances from actual to budget. Stephen asked about the variance in classified salaries.</li> <li>2) Josh reviewed the balance sheet noting the cash balance of just over \$2 million.</li> <li>3) Noted that the check register is in the</li> </ol>

	<p>packet for review as needed</p> <p><b><u>Action Item 1 - 1st Interim</u></b>          Josh noted lowered enrollment than projected and subsequent changes in revenue and subsequent changes in budget. Discussion ensued about how to accurately predict enrollment in an unpredictable time. Our move is coming and we will revisit this topic after our move.</p> <ul style="list-style-type: none"> <li>➤ <b>Vote:</b> Motion to approve the 1st Interim Budget</li> <li>➤ 1st motion - Stephen</li> <li>➤ 2nd motion - Faraz</li> </ul> <p><b>Approval by:</b> unanimous vote</p> <p><b><u>Action Item 2 - 1st Interim &amp; Actuals</u></b>          This is our interim budget in official format.</p> <ul style="list-style-type: none"> <li>➤ <b>Vote:</b> Motion to approve the 2019-20 First Interim</li> <li>➤ 1st motion - Stephen</li> <li>➤ 2nd motion - Nate</li> </ul> <p><b>Approval by:</b> unanimous</p>
<p>Approval Item: Acceptance of 2018-19 Audit</p>	<p><b><u>Action Item - Accept Audit</u></b></p> <ul style="list-style-type: none"> <li>○ <b>Vote:</b> Motion to conditionally accept the audit with the following conditions. P2 estimate added, employee numbers for STRS added and board terms reviewed and corrected as needed</li> <li>○ 1st motion - Faraz</li> <li>○ 2nd motion - Stephen</li> </ul> <p><b>Approval by:</b> unanimous</p>
<ul style="list-style-type: none"> <li>○ Teacher briefing (Keely)              Keely will highlight upcoming exhibition classwork and project work</li> </ul>	<p><b>Discussion:</b></p> <ul style="list-style-type: none"> <li>➤ Keely was ill for the meeting. Christine shared about the projects and upcoming exhibition.</li> </ul>
<ul style="list-style-type: none"> <li>○ Discussion Item: Standardized Testing Update (Ali)              Ali will discuss her new position, steps we are taking to improve our CAASPP scores and accountability for our charter and LCAP goals.</li> </ul>	<p><b>Discussion:</b></p> <ul style="list-style-type: none"> <li>➤ Ali came to share what she is doing in her new position as Assessment, Curriculum and Accountability Coordinator. Ali discussed how we have been working to improve test scores while staying true to our philosophy.</li> </ul>
<ul style="list-style-type: none"> <li>○ <u>Discussion Items</u></li> </ul>	<p><u>Item – Director Update</u></p>

<p>Director update (Christine) Christine will report the timeline and check in process with the district.</p> <p>Christine will share info about SB276 and our efforts to meet the requirements and possible penalties if we don't.</p> <p>Christine will report the 19-20 climate survey results and progress on LCAP goals</p> <p>Christine will share information about the bus purchase</p>	<p><b>Discussion:</b> New Facility Buildout Timeline and progress. So far construction of our new facility is on time. Christine is meeting every two weeks with Dion at SDUSD to check in.</p> <p><b>Discussion:</b> Vaccinations We are below the 95%. The district at the last site visit noticed the board members on this. We need to figure out how we are going to tell students they can't come to school next year.</p> <p><b>Discussion:</b> LCAP goals, Climate Survey Discussion about continuing goals and how they are being addressed. Noting high parent level of satisfaction on climate survey.</p> <p><b>Discussion:</b> Bus purchased and certified and it passed inspection.</p>
<ul style="list-style-type: none"> <li>o Confirm date of next meeting</li> </ul>	<p>March 3, 2020</p>
<ul style="list-style-type: none"> <li>o Identify agenda items for next meeting</li> </ul>	<ul style="list-style-type: none"> <li>o We had a goal to have 6 months reserve. Josh and Christine will evaluate if goal should be revised considering the upcoming move and expenses that IA will incur</li> <li>o Noticed in audit that board terms need to be checked</li> <li>o At March meeting the board will discuss setting a policy for enrollment for full vaccinations for next year.</li> </ul>
<p>Meeting adjourned</p>	<p>adjourned at 8:19 p.m.</p>

The foregoing minutes were approved by the Board of Directors of Innovations Academy on \_\_\_\_\_.

\_\_\_\_\_  
Secretary

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**SAN DIEGO UNIFIED SCHOOL DISTRICT  
NET LEASE**

**BASIC LEASE PROVISIONS**

Lease covers Premises located at: 5454 Ruffin Road, San Diego CA 92123

District: San Diego Unified School District

Tenant: Innovations Academy, a California public charter school

Basic Annual Rent: \$120.00 (One Hundred Twenty Dollars) See Article 4

Term Commencement Date: April 1, 2020

Term Expiration Date: March 31, 2040

Security Deposit: \$0.00

Permitted Use: Operation of a charter school, its related educational programs and ancillary uses.

Renewal Options: Two (2) five (5) year renewal options

Termination: Sections 3.8 and 3.9

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**SAN DIEGO UNIFIED SCHOOL DISTRICT  
NET LEASE**

RECITALS

- A. Whereas Senate Bill (SB) 740, also known as Charter School Facility Grant Program (Chapter 892, Statutes of 2001, Education Code Section 47614.5) provides funding assistance to charter schools for rent and lease expenditures that meet specific eligibility criteria; and
- B. Whereas, on or about September 4, 2018, San Diego Unified School District purchased the Premises for the intended occupancy of Innovations Academy; and
- C. As provided in this Lease, with the exception to any current or future San Diego Unified Board of Education approved funds for the development of the Premises, Tenant will be responsible for operation and maintenance costs associated with the Premises.

Now wherefore, District and Tenant wish to enter into this Lease.

**1. PARTIES.** This lease is made as of \_\_\_\_\_, 2020, (the “**Effective Date**”), by and between Innovations Academy, a California public charter school (“**Tenant**”), and SAN DIEGO UNIFIED SCHOOL DISTRICT, a California corporation (“**District**”).

**2. PREMISES.** District hereby leases to Tenant and Tenant leases from District for the Lease Term (as defined below), in exchange for the Rent (as defined below), and upon all of the terms and conditions set forth herein, that certain real property situated in the County of San Diego, State of California, described as 5454 Ruffin Road, San Diego, CA 92123 (APN 369-192-12) (the “**Premises**”), which Premises consist of approximately 3.45 acres containing a two-story commercial building, as depicted in Exhibit A, attached hereto and incorporated by reference. If Tenant at any time or from time to time chooses not to continuously use the Premises, Tenant shall so notify District and reasonably cooperate with District to ensure that the remainder of the Premises shall be put to good use by the District or other approved occupant whose use is compatible with and will not interfere with Tenant’s use

**2.1 Parking.** The Premises include, for Tenant’s exclusive use parking spaces, at the locations indicated on Exhibit A.

**3. TERM.**

**3.1 Term.** The terms and provisions of this Lease shall be effective as of the Effective Date. The term of this Lease (the “**Lease Term**”) shall be for twenty (20) years (the “**Initial Term**”), commencing on April 1, 2020, (the “**Lease Commencement Date**”) and ending on March 31, 2040, (the “**Lease Expiration Date**”), unless this Lease is sooner terminated or extended pursuant to any provision hereof. For all purposes under this Lease, all references to the Lease Term shall include any and all Extended Terms (as defined below), if applicable.

**3.2 Options to Extend the Lease Term.** Tenant shall have two (2) option(s) (each, an “**Extension Option**”) to extend the Lease Term beyond the original Lease Expiration Date for consecutive periods of five (5) year(s) each (each, an “**Extended Term**”). Each Extension Option must be exercised, if at all, by written notice from Tenant to District given not more than twenty-four (24) months nor less than eighteen (18) months prior to the expiration of the then current Lease Term. If

Tenant fails to exercise the Extension Option in a timely manner, the Extension Option shall be void and of no force or effect. Rent (as defined below) for each Extended Term shall continue to be the amounts specified in Article 4. All other terms and conditions of this Lease shall remain in full force and effect during the Extended Term(s).

**3.3 Option(s) Personal.** Each Extension Option granted to Tenant in this Lease is personal to the original Tenant named herein and may not be exercised by or be assigned to, voluntarily or involuntarily, any person or entity other than Tenant.

**3.4 Multiple Options.** In the event that Tenant has multiple options to extend the Lease Term, a later Extension Option cannot be exercised unless the prior Extension Option was timely exercised.

**3.5 Effect of Default on Options.** Tenant shall have no right to exercise an Extension Option, notwithstanding any provision in the grant of the Extension Option to the contrary, (i) during the time commencing from the date District gives to Tenant a notice of default pursuant to Section 18.1(d) and continuing until the default alleged in said notice of default is cured, or (ii) during the period of time commencing on the day after a monetary obligation to District is due from Tenant and unpaid (without any necessity for District to give notice thereof to Tenant) continuing until the obligation is paid, or (iii) at any time after an event of default described in Sections 18(a), 18(b), 18(e), or 18(f) (without any necessity for District to give notice thereof to Tenant), or (iv) in the event that District has given three (3) or more notices of default to Tenant pursuant to Section 18.1(c), where a late charge has become payable under Section 18.4 for each of such defaults, whether or not the defaults are cured, during the twelve (12) month period prior to the time that Tenant intends to exercise the subject Extension Option. All rights of Tenant under the provisions of an Extension Option shall terminate and be of no further force or effect, notwithstanding Tenant's due and timely exercise of the Extension Option, if, after such exercise, (i) Tenant fails to pay to District a monetary obligation of Tenant for a period of thirty (30) days after such obligation becomes due (without any necessity for District to give notice thereof to Tenant), or (ii) Tenant fails to commence to cure a default specified in Section 18.1(d) within thirty (30) days after the date that District gives notice to Tenant of such default and/or Tenant fails thereafter to diligently prosecute said cure to completion, or (iii) Tenant commits a default described in Sections 18.1(a), 18.1(b), 18(e), or 18.1(f) (without any necessity for District to give notice thereof to Tenant), or (iv) District gives to Tenant three (3) or more notices of default under Section 18.1(c), where a late charge becomes payable under Section 18.4 for each such default, whether or not the defaults are cured.

**3.6 Delay in Possession.** If for any reason District cannot deliver possession of the Premises to Tenant on the Lease Commencement Date, District shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of Tenant hereunder or extend the term hereof, but in such case, Tenant shall not be obligated to pay Rent until possession of the Premises is tendered to Tenant; provided further, however, that if District shall not have delivered possession of the Premises within sixty (60) days from said Lease Commencement Date, Tenant may, at Tenant's option, by notice in writing to District within ten (10) days thereafter, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder; provided, however, that if such written notice of Tenant is not received by District within said ten (10) day period, Tenant's right to cancel this Lease hereunder shall terminate and be of no further force or effect.

**3.7 Early Possession.** If Tenant occupies or takes possession of the Premises prior to said Lease Commencement Date, such occupancy or possession shall be subject to all provisions hereof, except Rent, and such occupancy shall not advance the Lease Expiration Date.

**3.8 Termination for Convenience by Tenant.** Tenant may terminate this Lease for convenience each calendar year during the Term by giving written notice, as set forth in Article 6 to the District no later than March 15<sup>th</sup>, which shall be effective on June 30<sup>th</sup> of the year in which notice is provided.

**3.9 Termination for Cause by District.** This Lease will automatically and immediately terminate upon the effective date of any revocation or surrender of Tenant's Charter, cessation of Tenant's operations for any reason, failure to be authorized or renewed as a charter school within the boundaries of the District by the District's Board of Education, or upon the commission of an Event of Default. In the event this Lease is terminated for cause as provided for in Article 4 and Section 18.1, the District shall be entitled to damages equal to the entire cost to the District to operate and maintain the facility (not to exceed the fees outlined herein) for the duration of the Term or until such time as the Premises are conveyed to another entity, whichever is earlier.

**4. RENT.** Tenant shall pay to District as base rent for the Premises, the sum of One Hundred Twenty Dollars (\$120.00), annually, due upon written demand or invoice by the District no later than April 1<sup>st</sup> of each year. (the "**Rent**").

Tenant shall issue Rent to the District promptly, without deduction, setoff, prior notice, or demand. If Tenant fails to timely issue Rent to the District as required under this Lease, it shall be an Event of Default as set forth in Article 18. Tenant acknowledges that late payment to the District of any payments and other sums due hereunder will cause the District to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if Rent due from Tenant is not received by the District by 4:00 p.m. within ten (10) days after such amount shall be due, Tenant shall pay to District, as Additional Charges (defined below), a late charge equal to five percent (5%) of the existing Fair Market Value (FMV) Rent per month. For illustration purposes only, if District does not receive payment of Rent within ten (10) days of its due date, and if FMV Rent per month is \$8,000 at that time, Tenant shall pay \$400 in Additional Charges. Acceptance of such late charge by the District shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent the District from exercising any of its other rights and remedies granted hereunder.

Taxes, late charges, costs, and expenses which Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, and all reasonable damages, costs, and attorneys' fees, and expenses which the District may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Lease, shall be deemed to be additional charges ("**Additional Charges**") and, in the event of nonpayment by Tenant, the District shall have all of the same rights and remedies with respect thereto as the District has for the nonpayment of the Rent.

Upon District's invoice, Tenant shall pay Rent, Additional Charges, or other fees owing to the District as listed in the Notice as set forth in Article 6.

**5. SECURITY DEPOSIT.** Tenant shall deposit with District upon execution hereof \$0.00 as security for Tenant's faithful performance of Tenant's obligations hereunder (the "**Security Deposit**"). District has elected to not require a Security Deposit.

**6. NOTICES.** All notices, statutory notices, demands, statements or communications given or required to be given by either party to the other hereunder shall be in writing, and shall be (i) sent by United States certified or registered mail, postage prepaid, return receipt requested, (ii) sent by recognized

overnight delivery service (such as, but not limited to, Federal Express, DHL or UPS) with tracking capability, (iii) sent by facsimile transmission, so long as the facsimile machine of the sender produces a written confirmation of such transmission, or (iv) delivered personally, in each case addressed as follows: (a) to Tenant at the appropriate address set forth below, or to such other place as Tenant may from time to time designate in a notice to District; or (b) to District at the addresses set forth below, or to such other firm or to such other place as District may from time to time designate in a notice to Tenant.

Any notice will be deemed given (v) on the date that is three (3) business days following the date it was deposited in the United States Mail, (w) on the first business day following deposit with a recognized overnight delivery service (delivery charges prepaid or billed to sender) for next business day delivery, (x) on the same day, with a written confirmation produced by the facsimile machine of the sender, and if delivery occurs after 5:00 p.m. in the time zone of the recipient or on a non-business day, then such notice shall be deemed received on the first business day after the day of delivery, (y) on the date personal delivery is made, if given by personal delivery, or (z) on the date of delivery in the case of email, provided that such delivery is reasonably confirmed as received by the recipient (i.e., no error report is received by the sender), and if delivery occurs after 5:00 p.m. in the time zone of the recipient or on a non-business day, then such notice shall be deemed received on the first business day after the day of delivery.

To District: San Diego Unified School District,  
Real Estate Department  
4860 Ruffner Street, Annex 14  
San Diego CA 92111

To Tenant: Innovations Academy  
5454 Ruffin Road  
San Diego CA 92123

Rent payments shall be sent to (need not be sent certified):  
San Diego Unified School District  
Real Estate Department  
4860 Ruffner Street, Annex 14  
San Diego CA 92111

**7. TENANT IMPROVEMENTS. INTENTIONALLY OMITTED**

**8. USE.**

**8.1 Use.** The Premises shall be used and occupied only for operation of a charter school, and its related educational programs and related ancillary uses ("Use"). Modifications of this specific Use requires advance approval of District's Board of Education. Premises shall not be used for any use or purposes which constitutes a prohibited use of a public school building under local, state or federal law, or District's policies, including but not limited to consumption of intoxicating liquors or other controlled substances, use of tobacco products or smoking.

**8.2 Compliance with Law.**

(a) Except as provided in this paragraph, Tenant shall, at Tenant's expense, comply promptly with all Applicable Laws (as defined below), title matters, covenants and restrictions of record, and requirements in effect during the Lease Term or any part thereof, regulating the use by Tenant of the

Premises. Tenant shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance. The term “**Applicable Law**” shall include all applicable federal, state and local statutes, regulations, rules, ordinances; all other applicable governmental or court orders and requirements; and all policies, procedures, and regulations promulgated by District, as reasonably applied, pertaining to the use of District’s owned or leased property generally, including, without limitation, those relating to health, safety, and traffic enforcement.

(b) Tenant acknowledges and agrees that District is entering into this Lease in its capacity as a property owner and, except as explicitly provided in this Lease, not as a regulatory agency. Tenant acknowledges and agrees that neither District’s entering into this Lease nor any approvals given by District under this Lease shall be deemed to imply that Tenant will be able to obtain any required approvals from District in its regulatory capacity. By entering into this Lease, District is in no way modifying or limiting the obligations of Tenant to comply with all Applicable Laws, as provided in this Lease.

(c) Tenant acknowledges and understands that the permitted use, and any alterations to the Premises, may require that regulatory approvals, authorizations, certifications or permits be obtained from governmental agencies other than District (including but not limited to the San Diego City Planning Department and the Division of the State Architect). Tenant shall be solely responsible for obtaining any such regulatory approvals, authorizations or permits as further provided herein. Throughout the process for obtaining any regulatory approval, authorization or permit, Tenant shall consult and coordinate with District in Tenant’s efforts to obtain the same, and District shall cooperate reasonably with Tenant in connection therewith. Tenant shall not agree to the imposition of conditions or restrictions if the conditions or restrictions could create any obligation (as determined by District in its reasonable discretion) on the part of District whether on or off the Premises, unless in each instance District has previously approved such conditions in writing.

**8.3 Condition of Premises.** Except as otherwise provided in this Lease, Tenant hereby accepts the Premises in the condition existing as of the Lease Commencement Date (unless Tenant is already in Possession) or the date that Tenant takes possession of the Premises, whichever is earlier, subject to all Applicable Laws, title matters, covenants and restrictions or record, and requirements governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither District nor any agent of District has made any representation or warranty as to the condition or the present or future suitability of the Premises for the conduct of Tenant's business, except that District warrants that it is turning the Premises over to Tenant in compliance with all Applicable Laws relating to building occupancy.

## **9. MAINTENANCE AND REPAIRS.**

**9.1 District and Tenant's Obligations.** The respective repair and maintenance responsibilities of District and Tenant are set forth in Exhibit C, Summary of Repair and Maintenance Responsibilities, which by this reference is incorporated herein. Except as may be provided in Exhibit C, District has no obligation to alter, remodel, improve, repair, decorate or paint the Premises, or any part thereof, or any obligation respecting the condition, maintenance and repair of the Premises. Tenant hereby waives all rights, including those provided in California Civil Code Section 1941 or any successor statute, to make repairs which are District's obligation under this Lease, at the expense of District or to receive any setoff or abatement of Rent or in lieu thereof to vacate the Premises or terminate this Lease.

**9.2 Surrender.** On the last day of the Lease Term, or on any sooner termination, Tenant shall surrender the Premises to District in the same condition as when received, ordinary wear and tear excepted, clean and free of debris; provided that, at District's request, Tenant shall remove, at Tenant's sole cost and expense, all cabling installed for or on behalf of Tenant. Tenant shall promptly repair, at its sole cost and expense, any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, furnishings, cabling, and equipment.

**9.3 District's Rights.** If Tenant fails to perform Tenant's obligations under this Article 9, or under any other section of this Lease, District may at its option (but shall not be required to) enter upon the Premises after ten (10) days prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf and put the same in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by Applicable Law shall become due and payable as Additional Charges to District together with Tenant's next installment of Rent.

## **10. ALTERATIONS AND ADDITIONS.**

(a) Tenant shall not, without District's prior written consent, which will not be unreasonably withheld, make any alterations, improvements, additions, or Utility Installations (as defined below) in, on or about the Premises, except for nonstructural alterations not exceeding \$50,000 in cumulative costs during any calendar year. In any event, whether or not in excess of \$50,000 in cumulative cost, Tenant shall make no change or alteration to the exterior of the Premises without District's prior written consent. As used in this Article 10, the term "**Utility Installation**" shall mean carpeting, window coverings, air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing, and fencing. District may require that Tenant remove any or all of said alterations, improvements, additions or Utility Installations at the expiration or earlier termination of the Lease Term, and restore the Premises to their prior condition, at Tenant's sole cost and expense. District may require Tenant to provide District, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure District against any liability for mechanics' and materialmen's liens and to insure completion of the work. Should Tenant make any alterations, improvements, additions or Utility Installations without the prior written approval of District, District may require that Tenant remove any or all of the same at Tenant's sole cost and expense.

(b) Any alterations, improvements, additions or Utility Installations in, on, or about the Premises that Tenant shall desire to make and which requires the consent of the District shall be presented to District in written form, with proposed detailed plans. If District shall give its consent, which shall not be unreasonably withheld, the consent shall be deemed conditioned upon Tenant acquiring a permit to do so from appropriate governmental agencies, the furnishing of a copy thereof to District prior to the commencement of the work and the compliance by Tenant of all conditions of said permit in a prompt and expeditious manner.

(c) Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's liens against the Premises or any interest therein. Tenant shall give District not less than ten (10) days' notice prior to the commencement of any work in the Premises, and District shall have the right to post notices of non-responsibility in or on the Premises as provided by Applicable Law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole cost and expense defend itself and District against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the District

or the Premises, upon the condition that if District shall require, Tenant shall furnish to District a surety bond satisfactory to District, in an amount equal to such contested lien claim or demand, indemnifying District against liability for the same and holding the Premises free from the effect of such lien or claim. In addition, District may require Tenant to pay District's attorneys' fees and costs in participating in such action if District shall decide it is in its best interest to do so.

(d) Unless District requires their removal, as set forth in Section 10(a), all alterations, improvements, additions and Utility Installations (whether or not such Utility Installations constitute trade fixtures of Tenant), which may be made on the Premises, shall become the property of District and remain upon and be surrendered with the Premises at the expiration or earlier termination of the Lease Term. Notwithstanding the provisions of this Section, Tenant's machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Tenant and may be removed by Tenant subject to the provisions of Section 9.2.

## 11. INDEMNIFICATION.

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

**11.2 Legal Proceedings.** If, as a result of an action brought by or against Tenant in connection with this Lease, District intervenes therein, becomes a party, or is made a party thereto, Tenant shall pay all of District's costs and expenses thereof, including, without limitation, reasonable attorneys' fees and costs.

## 12. INSURANCE REQUIREMENTS.

**12.1 District's Insurance.** INTENTIONALLY OMITTED.

**12.2 Tenant's Insurance.** Tenant, at its sole cost and expense, shall insure its activities in connection with this Lease and obtain, keep in force and maintain insurance as follows:

(a) Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

1. Each Occurrence \$5,000,000
2. General Aggregate \$4,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Lease. The insurance shall have a retroactive date of placement prior to or coinciding with the Lease Commencement Date.

(b) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \$2,000,000 dollars per occurrence.

(c) Property, Fire and Extended Coverage Insurance in an amount sufficient to reimburse Tenant for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including leasehold improvements hereinafter constructed or installed.

Tenant shall provide, for the joint benefit of District and Tenant, a policy of insurance against loss or damage by fire and lightning, and such other perils as are covered under the broadest form of the “extended coverage” or “all risk” endorsements available in California including, but not limited to, damage by wind, storm, hurricane, explosion, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered by such endorsements. The insurance shall be carried and maintained to the extent of the full (actual) replacement cost of the Improvements. The deductible for such insurance shall not exceed Fifty Thousand and No/100ths Dollars (\$50,000.00). The insurance policy shall be endorsed to name the District, its officers, trustees, employees and agents as additional insured; which endorsement shall provide that this insurance is primary and non-contributing with respect to any other coverage provide to the District. Such insurance shall be cancelable only after thirty (30) days’ prior written notice to the District. In the event Tenant fails to timely pay any premium when due, District shall be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at the maximum rate permitted by law, to Tenant to be paid by Tenant as Additional Charges hereunder.

(d) Workers’ Compensation as required by California law.

(e) Pollution Liability \$1,000,000 per occurrence.

(f) Professional Liability \$1,000,000 per occurrence/\$2,000,000 aggregate. All policies should be written on an occurrence form. If a claims made form is used, the retro date must be on or before the date of commencement of occupancy under this Lease. Similar or like coverage must be maintained for a period of three years after the termination of occupancy under this Agreement. If coverage is provided by a non-admitted carrier, the insurer must be included on the current California List of Approved Surplus Lines Insurers (LASLI list) and otherwise meet all rating requirements.

(g) Abuse & Molestation or Sexual Misconduct \$1,000,000 per occurrence/\$2,000,000 aggregate.

(h) Employment Practices Liability \$1,000,000 per occurrence/\$2,000,000 aggregate.

(i) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Tenant and District against other insurable risks relating to performance.

The coverages referred to under a, b and c of this Section 12.2 shall include District as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Tenant, its officers, partners, agents, invitees, and employees. Tenant, upon the execution of this Lease, shall furnish District with certificates evidencing compliance with all requirements.

Cancellation notice on insurance certificates shall state: “Should any of the above described policies be canceled or modified before the expiration dates thereof, the issuing company or Tenant will mail thirty (30) days prior written notice to the certificate holder. In the case of cancellation for nonpayment of

premium, the issuing company or Tenant will mail ten (10) days prior written notice to the certificate holder.”

The above insurance requirements may be satisfied, in whole or in part, by a letter of self-insurance or statement of coverage signed on behalf of Tenant by an individual authorized or designated to do so.

For the duration of the Lease, insurance must be maintained with an insurer admitted to write insurance in the State of California and rated A, VIII or better by the current A.M. Best Rating Guide or equivalent. If insurance is provided by a non-admitted carrier, it must be included in the most recent California List of Eligible Surplus Lines Insurer (LESLI list) and otherwise satisfy District insurance requirements. Any aggregates must be disclosed and approved by the District. In addition, any deductibles or self-insured retentions in excess of twenty five thousand dollars (\$25,000) must be disclosed and approved by the District.

The coverages required herein shall not limit the liability of Tenant.

Tenant shall provide proof of such insurance prior to taking possession of the Premises, including copies of the endorsements specifically required above. Tenant shall provide proof of renewal of any insurance required above, including any endorsements required, at least fifteen (15) days prior to the expiration of such insurance. All documents related to the requirements of this Article 12 of the Lease shall be provided by Tenant to the District at the following location:

Risk Management Department  
San Diego Unified School District  
Revere Center, Room 7  
6735 Gifford Way  
San Diego, CA 92111  
Phone: (858) 627-7345  
Fax: (858) 627-7353

**12.3 Waiver of Subrogation.** Notwithstanding the provisions of Article 11, Tenant hereby waives any right of recovery against the District due to loss of or damage to the property of Tenant when such loss of or damage to property arises out of an act of God or any of the property perils included in the classification of fire or extended perils (“all risk” as such term is used in the insurance industry) whether or not such perils have been insured, self-insured or non-insured.

**12.4 Exemption of District from Liability.** Tenant hereby agrees that District shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises, nor shall District be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, as a result of any condition of the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause in or about the Premises, whether the said damage or injury results from conditions arising in the Premises, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, unless such damage or injury arises from the District's sole negligence or willful misconduct in satisfying District's maintenance obligations under this Lease, as detailed in Exhibit C.

### 13. DAMAGE OR DESTRUCTION.

#### 13.1 Definitions.

(a) “**Partial Premises Damage**” shall mean damage or destruction, when and as determined by District, to the Premises to the extent that the cost of repair is less than 10% of the then replacement cost of the Premises.

(b) “**Total Premises Destruction**” shall mean damage or destruction, when and as determined by District, to the Premises to the extent that the cost of repair is 10% or more of the then replacement cost of the Premises.

(c) “**Insured Loss**” shall herein mean damage or destruction which was caused by an event required to be covered by the insurance described in this Lease.

**13.2 Partial Damage--Insured Loss.** Subject to the provisions of Sections 13.4, 13.5 and 13.6, if at any time during the Lease Term there is damage which is an Insured Loss and which falls into the classification of Partial Premises Damage, then District shall, at District's expense, repair such damage, but not Tenant's fixtures, equipment or tenant improvements unless the same have become a part of the Premises pursuant to Article 10 hereof, as soon as reasonably possible, and this Lease shall continue in full force and effect.

**13.3 Partial Damage--Uninsured Loss.** Subject to the provisions of Sections 13.4 and 13.5 and 13.6, if at any time during the term of this Lease there is damage which is not an Insured Loss and which falls within the classification of Partial Premises Damage, unless caused by a negligent or willful act of Tenant (in which event Tenant shall make the repairs at Tenant's expense), District may at District's option either (i) repair such damage as soon as reasonably possible at District's expense in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of District's intention to cancel and terminate this Lease, as of the date of the occurrence of such damage. In the event District elects to give such notice of District's intention to cancel and terminate this Lease, Tenant shall have the right within ten (10) days after the receipt of such notice to give written notice to District of Tenant's intention to repair such damage at Tenant's expense, without reimbursement from District, in which event this Lease shall continue in full force and effect, and Tenant shall proceed to make such repairs as soon as reasonably possible. If Tenant does not give such notice within such ten (10) day period, this Lease shall be canceled and terminated as of the date of the occurrence of such damage.

**13.4 Total Destruction.** If at any time during the term of this Lease there is damage, whether or not an Insured Loss, (including destruction required by any authorized public authority), which falls into the classification of Total Premises Destruction, this Lease shall automatically terminate as of the date of such total destruction, unless caused by a negligent or willful act of Tenant (in which event District shall have the right to keep this Lease in effect and Tenant shall make the repairs at Tenant's expense).

#### 13.5 Damage Near End of Term.

(a) If at any time during the last twelve (12) months of the term of this Lease there is damage, whether or not an Insured Loss, which falls within the classification of Partial Premises Damage, District may at District's option cancel and terminate this Lease as of the date of occurrence of such

damage by giving written notice to Tenant of District's election to do so within thirty (30) days after the date of occurrence of such damage.

(b) Notwithstanding Section 13.5(a), in the event that Tenant has an option to extend or renew this Lease, and the time within which said option may be exercised has not yet expired, Tenant shall exercise such option, if it is to be exercised at all, no later than twenty (20) days after the occurrence of an Insured Loss falling within the classification of Partial Premises Damage during the last six months of the term of this Lease. If Tenant duly exercises such option during said twenty (20) day period, District shall at District's expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Tenant fails to exercise such option during said twenty (20) day period, then District may at District's option terminate and cancel this Lease as of the expiration of said twenty (20) day period by giving written notice to Tenant of District's election to do so within ten (10) days after the expiration of said twenty (20) day period, notwithstanding any term or provision in the grant of option to the contrary.

### **13.6 Abatement of Rent; Tenant's Remedies.**

(a) In the event of damage described in Sections 13.2 or 13.3, and District or Tenant repairs or restores the Premises, the Rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired, unless such damage is caused by a negligent or willful act of Tenant (in which event Rent shall not be abated). Except for abatement of Rent, if any, Tenant shall have no claim against District to any damage suffered by reason of any such damage, destruction, repair or restoration.

(b) If District shall be obligated to repair or restore the Premises under the provisions of this Article 13 and shall not commence such repair or restoration within ninety (90) days after such obligations shall accrue, then, notwithstanding anything to the contrary contained in this Lease, Tenant may at Tenant's option cancel and terminate this Lease by giving District written notice of Tenant's election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of such notice.

### **13.7 Termination--Advance Payments. INTENTIONALLY OMITTED**

**13.8 Waiver.** Tenant waives the provisions of any statutes which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

## **14. TAXES.**

**14.1 Payment of Taxes.** District specifically calls to Tenant's attention the fact that this Lease may create a possessory interest subject to property taxation, and Tenant may be subject to property tax levied on such interest. Tenant alone shall pay such tax. If the right is given to pay any of the taxes, assessments or other impositions which Tenant is herein obligated to pay either in one sum or in installments, Tenant may elect either mode of payment.

**14.2 Personal Property Taxes.** Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere. Tenant shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of District.

**15. OPERATING EXPENSES. INTENTIONALLY OMITTED.**

**16. SERVICES, UTILITIES.**

Services and utilities shall be furnished or obtained and the cost borne as outlined in Exhibit B, attached hereto and incorporated herein. If any such services are not separately metered to Tenant, Tenant shall pay all charges jointly metered with other premises. Notwithstanding the foregoing, the failure to any extent to furnish or any stoppage or interruption of services and utilities, resulting from any cause, shall not render District liable in any respect for damages to any person, property, or business, nor be construed as an eviction of Tenant or work an abatement of Rent nor relieve Tenant from fulfillment of any covenant or agreement hereof.

**16.1 Service Contracts.** Within 10 days of the District's request, Tenant shall provide true, correct copies of its contracts, purchase orders, and documents related to services or utilities used or consumed by Tenant. For all service or utility providers that Tenant retains for the Premises, Tenant shall ensure that the District is listed as an additional insured with coverage acceptable to the District's Risk Manager.

**16.2 Premises Keys.** Tenant will be provided with keys to access the Premises. Tenant shall promptly report to District the loss of any keys. If Tenant loses any key, it shall promptly pay the District for all costs, including but not limited to labor and materials, incurred to re-key the Premises, which shall constitute Additional Charges under Article 4 of this Lease. If Tenant elects to re-key the Premises, it shall first obtain advance written permission from the District and shall provide the District with the keys to control and access the Premises in the same manner that Tenant has control and access to the Premises. Tenant shall deliver all Premises keys to District upon the expiration or termination of this Lease, whichever is earlier.

**17. ASSIGNMENT AND SUBLETTING.**

**17.1 District's Consent Required.** Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises, without District's prior written consent, which District shall not unreasonably withhold. Reasonable grounds for denying consent include, but are not limited to, the following: (i) the transferee's character, reputation, credit history, business or proposed Use of the Premises; or (b) the transferee's financial condition is or may be inadequate to support the obligations under this Lease. District shall respond to Tenant's request for consent hereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this Lease.

**17.2 No Release of Tenant.** Regardless of District's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent, Additional Charges or other fees by District from any other person shall not be deemed to be a waiver by District of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Tenant or any successor of Tenant, in the performance of any of the terms hereof, District may proceed directly against Tenant without the necessity of exhausting remedies against said assignee. District may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such action shall not relieve Tenant of liability under this Lease.

**17.3 Excess of Consideration.** If the value of the consideration to be received by Tenant for such assignment or sublease will exceed the sum of the Rent, or prorated portion thereof as the case may be, Tenant shall pay to District, as Additional Rent (“**Additional Rent**”), fifty percent (50%) of the excess of the consideration paid in connection with or pursuant to the assignment or sublease, over the sum of the Rent then due applicable to the assigned or subleased space.

**17.4 Administrative Fees.** In the event Tenant shall assign or sublet the Premises or request the consent of District to any assignment or subletting or if Tenant shall request the consent of District for any act Tenant proposes to do, then Tenant shall pay District's reasonable administrative fees (including attorneys' fee) incurred in connection therewith, such fees not to exceed \$1,000.00 for each such request.

## **18. DEFAULTS; REMEDIES.**

**18.1 Defaults by Tenant.** The occurrence of any one or more of the following events shall constitute a material default and breach (an “**Event of Default**”) of this Lease by Tenant:

- (a) The vacating or abandonment of the Premises by Tenant.
- (b) The occurrence of a material breach of this Lease as specified elsewhere in this Lease.
- (c) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from District to Tenant. In the event that District serves Tenant with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes such Notice to Pay Rent or Quit shall also constitute the notice required by this Section 18.1(c).
- (d) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in Sections 18.1(b) and 18.1(c) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from District to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.
- (e) The making by Tenant of (i) any general arrangement or assignment for the benefit of creditors; (ii) Tenant becomes a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days. Provided, however, in the event that any provision of this Section 18.1(e) is contrary to any Applicable Law, such provision shall be of no force or effect.
- (f) The discovery by District that any financial statement given to District by Tenant, any assignee of Tenant, any subtenant of Tenant, any successor in interest of Tenant or any guarantor of Tenant's obligation hereunder, and any of them, was materially false.

(g) Cessation of charter school operations because of revocation or nonrenewal of a charter by the District Board's of Education or cessation of the Tenant's program for any reason.

(h) Any action by Tenant that violates federal or state laws pertaining to the use of Proposition Z bond funds or cause the bonds to lose their tax exempt status or otherwise jeopardize the status of the bonds.

Any notice required under this Section 18.1 shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 or any successor law.

## **18.2 Remedies.**

(a) District's Remedies Generally. Upon the occurrence and during the continuance of an Event of Default under this Lease (but without obligation on the part of District following the occurrence of an Event of Default to accept a cure of such Event of Default other than as required by law or the terms of this Lease), District shall have all rights and remedies provided in this Lease or available at law or equity.

(b) Right to Keep Lease in Effect.

(i) Continuation of Lease. Upon the occurrence of an Event of Default hereunder, District may continue this Lease in full force and effect, as permitted by California Civil Code Section 1951.4 (or any successor provisions). Specifically, District has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations). In the event District elects this remedy, District shall have the right to enforce by suit or otherwise, all covenants and conditions hereof to be performed or complied with by Tenant and exercise all of District' rights, including the right to collect Rent, including any and all Additional Charges or Additional Rent, when and as such sums become due, even though Tenant has breached this Lease and is no longer in possession of the Premises or actively managing or operating the Premises. If Tenant abandons the Premises in violation of this Lease, District may (A) enter the Premises and relet the Premises, or any part thereof, to third Persons for Tenant's account without notice to Tenant, Tenant hereby waiving rights, if any, to any such notice under any applicable Law, and (B) alter, install or modify the Improvements or any portion thereof.

(ii) No Termination. No act by District allowed by this Section 18.2(b), nor any act of maintenance or preservation, nor any appointment of a receiver upon District's initiative to protect its interest under this Lease, nor any withholding of consent to an assignment or termination of an assignment in accordance herewith, shall constitute a termination of this Lease, unless and until District notifies Tenant in writing that District elects to terminate this Lease.

(iii) Application of Proceeds of Reletting. If District elects to relet the Premises as provided hereinabove in Section 18.2(b)(i), the rent that District receives from reletting shall be applied to the payment of:

(A) First, all costs incurred by District in enforcing this Lease, whether or not any action or proceeding is commenced, including, without limitation, reasonable attorneys' fees and costs, brokers' fees or commissions, the costs of removing and storing the personal property of Tenant, costs incurred by District in connection with reletting the Premises, or any portion thereof, and the costs of repairing, securing and maintaining the Premises or any portion thereof;

(B) Second, the satisfaction of all monetary obligations of Tenant hereunder, due and unpaid under this Lease;

(C) After deducting the payments referred to in this Section 18.2(b)(iii), any sum remaining from the rent District receives from reletting shall be held by District. In no event shall Tenant be entitled to any excess rent received by District.

(iv) Payment of Rent. Tenant shall pay to District any Rent due under this Lease, if any, on the dates the Rent is due, less the rent District has received from any reletting which exceeds all costs and expenses of District incurred in connection with Tenant's default and the reletting of all or any portion of the Premises.

(c) Right to Terminate Lease. Upon the occurrence of an Event of Default hereunder, District may terminate Tenant's right to possession of the Premises by any lawful means in which case this Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to District. In such event, District shall be entitled to recover from Tenant all sums allowed under California Civil Code Section 1951.2, including, without limitation, the following:

(i) The worth at the time of award of the unpaid Rent which had been earned at the time of termination;

(ii) The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid Rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and

(iv) Any other amount necessary to compensate District for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.

(v) The "worth at the time of award" of the amounts referred to in Sections 18.2(c)(i) and 18.2(c)(ii) is computed by allowing interest at the maximum rate then allowable by Applicable Law. The worth at the time of award of the amount referred to in Section 18.2(c)(iii) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(d) Waiver of Rights to Recover Possession. In the event District terminates Tenant's right to possession of the Premises pursuant to Section 18.2(c), Tenant hereby waives any rights to recover or regain possession of the Premises under any rights of redemption to which it may be entitled by or under any present or future law, including, without limitation, California Code of Civil Procedure Sections 1174 and 1179 or any successor provisions.

(e) Right to Cure. District may, but shall not be obligated to, cure any such default without waiving its right based upon any default of Tenant and without releasing Tenant from any obligations hereunder, in which event, Tenant shall promptly reimburse District for sums incurred by District in connection therewith.

**18.3 Default by District.** District shall not be in default unless District fails to perform obligations required of District within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to District and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein District has failed to perform such obligation; provided, however, that if the nature of District's obligation is such that more than thirty (30) days are required for performance then District shall not be in default if District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

**18.4 Late Charges.** INTENTIONALLY OMITTED.

**19. CONDEMNATION.** If the Premises or a material portion thereof (as determined by District in its reasonable discretion) are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of District, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, District shall to the extent of severance damages received by District in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that Tenant has been reimbursed therefor by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair.

**20. BROKER'S FEE.** Tenant represents and warrants to District that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless District against any loss, cost, liability or expense incurred by District as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. The provisions of this Article 20 shall not apply to brokers with whom District has an express written brokerage agreement.

**21. ESTOPPEL CERTIFICATE.**

(a) Tenant shall at any time upon not less than ten (10) days prior written notice from District execute, acknowledge and deliver to District a statement written on a commercially reasonable estoppel certificate form (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of District hereunder, or specifying such defaults if any are claimed, and (iii) containing such other commercially reasonable certifications as District may request. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

(b) At District's option, Tenant's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by District, (ii) that there are no uncured

defaults in District's performance, and (iii) that not more than one (1) month's rent has been paid in advance.

(c) If District desires to finance, refinance, or sell the Premises, or any part thereof, Tenant hereby agrees to deliver to any lender or purchaser designated by District such financial statements of Tenant as may be reasonably required by such lender or purchaser. Such statements shall include the past three (3) years' financial statements of Tenant. Subject to Applicable Law, all such financial statements shall be received by District and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

**22. SEVERABILITY.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

**23. INTEREST ON PAST-DUE OBLIGATIONS.** Except as expressly herein provided, any amount due to District not paid when due shall bear interest at the maximum rate then allowable by Applicable Law from the date due until paid. Payment of such interest shall not excuse or cure any default by Tenant under this Lease, provided, however, that interest shall not be payable on late charges incurred by Tenant.

**24. TIME OF ESSENCE.** Subject to Section 45 below, time limits in this Lease are to be strictly observed. Time is of the essence in the performance of, and compliance with, each term and provision of this Lease.

**25. COVENANT AGAINST LIENS.** Tenant shall not be the cause or object of any liens or allow such liens to exist, attach to, be placed on, or encumber District's or Tenant's interest in the Premises by operation of law or otherwise. Tenant shall not suffer or permit any lien of mechanics, material suppliers, or others to be placed against the Premises with respect to work or services performed or claimed to have been performed for Tenant or materials furnished or claimed to have been furnished to Tenant or the Premises. District has the right at all times to post and keep posted on the Premises any notice that it considers necessary for protection from such liens. At least seven (7) days before beginning construction of any alteration, Tenant shall give District written notice of the expected commencement date of that construction to permit District to post and record a notice of non-responsibility. If any such lien attaches or Tenant receives notice of any such lien, Tenant shall cause the lien to be immediately released and removed of record. Despite any other provision of this Lease, if the lien is not released and removed within five (5) days after District delivers notice of the lien to Tenant, District may immediately take all action necessary to release and remove the lien, without any duty to investigate the validity of it. All expenses (including reasonable attorney fees) incurred by District in connection with the lien shall be considered Additional Charges under this Lease and be immediately due and payable by Tenant.

**26. INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS.** This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that neither the District or any employees or agents of the District have made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of said Premises and Tenant acknowledges that Tenant assumes all responsibility regarding the Occupational Safety Health Act, the legal use and adaptability of the Premises and the compliance thereof with all Applicable Laws in effect during the Lease Term, except as otherwise specifically stated in this Lease.

**27. WAIVERS.** No waiver by District or any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. District's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of District's consent to or approval of any subsequent act by Tenant. The acceptance of Rent hereunder by District shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of District's knowledge of such preceding breach at the time of acceptance of such Rent.

**28. HOLDING OVER.**

(a) If Tenant, with District's prior written consent, remains in possession of the Premises or any part thereof after the expiration of the Lease Term, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant, with the exception of Rent which shall be at 125% of the then current Rent, but all options and rights of first refusal, if any, granted upon the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy.

(b) Subject to Section 28(a), if Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 175% of the sum of the Rent, Additional Charges and Additional Rent due for the period immediately preceding the holdover. No holdover by Tenant or payment by Tenant after the termination of this Lease shall be construed to extend the Term or prevent District from immediate recovery of possession of the Premises by summary proceedings or otherwise. If District is unable to deliver possession of the Premises to a new tenant or to perform improvements for a new tenant as a result of Tenant's holdover and Tenant fails to vacate the Premises within ten (10) days after notice from District, Tenant shall be liable for all damages that District suffers from the holdover.

**29. CUMULATIVE REMEDIES.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**30. COVENANTS AND CONDITIONS.** Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

**31. BINDING EFFECT; CHOICE OF LAW.** Subject to any provisions hereof restricting assignment or subletting by Tenant and subject to the provisions of Section 21, this Lease shall bind the parties and their respective successors and assigns. This Lease shall be governed by the laws of the State of California. Venue shall be in a court of competent jurisdiction located within the City and County of San Diego.

**32. SUBORDINATION.**

(a) This Lease, at District's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the Rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground lessor shall elect to

have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust, or ground lease, or the date of recording thereof.

(b) Tenant agrees to execute any documents required to effectuate an attornment, a subordination or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material breach by Tenant hereunder, or, at District's option, District shall execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint District as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this paragraph.

**33. ATTORNEYS' FEES.** If either party brings an action or proceeding against the other to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to any other award, an amount equal to reasonable attorneys' fees and costs to be fixed by the court. The term "prevailing party" shall mean the party who substantially obtains or defeats the relief sought, by judgment.

**34. DISTRICT'S ACCESS.** District and District's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Premises as District may deem necessary or desirable. District may at any time place on or about the Premises any ordinary "For Sale" signs and District may at any time during the last one hundred twenty (120) days of the Lease Term place on or about the Premises any ordinary "For Lease" signs, all without rebate of Rent or liability to Tenant.

**35. SIGNS.** Tenant shall not place any sign upon the Premises without District's prior written consent, which shall not be unreasonably withheld.

**36. MERGER.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by District, shall not work a merger, and shall, at the option of District, terminate all or any existing subtenancies or may, at the option of District, operate as an assignment to District of any or all of such subtenancies.

**37. QUIET ENJOYMENT.** On Tenant's observation and performance of all of the covenants, terms, and conditions of this Lease to be observed and performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises from and after its delivery to Tenant without disturbance from District; this is subject, however, to (a) the rights of the parties as set forth in this Lease, and (b) the terms of any instruments or encumbrances to which this Lease is subordinate.

**38. MULTIPLE TENANT BUILDING. INTENTIONALLY OMITTED.**

**39. SECURITY MEASURES.** Tenant hereby acknowledges that the Rent payable to District hereunder does not include the cost of guard service or other security measures, and that District shall have no obligation whatsoever to provide same. Tenant assumes all responsibility for the protection of Tenant, its agents, employees and invitees from acts of third parties.

**40. EASEMENTS.** District reserves to itself the right, from time to time, to grant such easements, rights and dedications that District deems necessary or desirable, and to cause the recordation of parcel

maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Tenant. Tenant shall sign any of the aforementioned documents upon request of District and failure to do so shall constitute a material breach of this Lease.

**41. PERFORMANCE UNDER PROTEST.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum of any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

**42. AUTHORITY.** If Tenant is a corporation, trust, limited liability company, general or limited partnership, or any other form of entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity, and Tenant shall, concurrently with its execution of this Lease, deliver to District evidence of such authority satisfactory to District.

**43. CONFLICT.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

**44. EMISSIONS; STORAGE, USE AND DISPOSAL OF MATTER.**

**44.1 Definitions.** For purposes of this Section 44.1, "**Hazardous Material**" shall include, but shall not be limited to (i) any material, substance or waste which is or hereafter shall be listed, regulated or defined by Applicable Law to be hazardous, acutely hazardous, extremely hazardous, radioactive toxic, or dangerous; (ii) asbestos or asbestos-containing materials; (iii) polychlorinated biphenyls (PCBs); (iv) radon gas; (v) laboratory wastes; (vi) experimental products, including genetically engineered microbes; (vii) petroleum, natural gas, or other petroleum product; and (viii) medical waste as defined in the Medical Waste Management Act, div. 20, chap. 6.1 of the California Health and Safety Code.

**44.2 Compliance and Response.** During the Lease Term:

(a) Tenant shall comply with Applicable Law in all respects, including, but not limited to, (i) acquisition of and compliance with all permits, licenses, orders, requirements, approvals, plans and authorizations which are or may become necessary for conduct of Tenant's operations on the Premises; (ii) compliance with all regulatory requirements relating to such operations or the substances and equipment used therein or the emissions, emanations and wastes generated thereby; and (iii) reporting, investigation, and remediation of, or other response to the exposure or potential exposure, of any person to, or the emission, discharge or other release of any Hazardous Material into the Premises or the environment. Without limiting the generality of the foregoing, Tenant covenants and agrees that it will not, without the prior written consent of District, which may be given or withheld in District's sole discretion, handle, nor will it permit the handling of Hazardous Materials on, under or about the Premises, except for janitorial or office supplies or materials in such limited amounts as are customarily used for general office or school purposes so long as such handling is at all times in full compliance with all Applicable Laws.

(b) Tenant shall promptly respond to and remedy (by removal and proper disposal or such other methods as shall be reasonably required) to the satisfaction of applicable governmental

agencies any release or discharge of any Hazardous Material connected with Tenant's operation or Tenant's presence on the Premises. All such action shall be done in Tenant's name, and at Tenant's sole cost and expense. For purposes of this Section 44.2(b), the term "respond" shall include, but not be limited to, the investigation of environmental conditions, the preparation of feasibility reports or remedial plans, and the performance of any cleanup, remediation, containment, maintenance, monitoring or restoration work. Any such actions shall be performed in a good, safe, workmanlike manner. In its discretion, District may, but shall not be required to, enter the Premises personally or through its agents, consultants or contractors and perform all or any part of the response activity or remedial action which it feels is reasonably necessary to comply with the terms of this Lease, and Tenant shall reimburse District for its costs thereof and for any liabilities resulting therefrom.

(c) Tenant will promptly notify District of Tenant's receipt of any notice, request, demand, inquiry or order, whether oral or written, from any government agency or any other individual or entity relating in any way to the presence or possible presence of any Hazardous Material on, in, under or near the Premises or Tenant's compliance with, or failure to comply with, Applicable Law. Receipt of such notice shall not be deemed to create any obligation on the part of District to defend or otherwise respond to any such notification.

(d) Promptly upon discovery thereof, Tenant will notify District of the discovery of any release, discharge, or emission of any Hazardous Material or of the existence of any other condition or occurrence which may constitute or pose a significant presence or potential hazard to human health and safety or to the environment, whether or not such event or discovery necessitates any report to any other person or government agency.

**44.3 Other Emissions.** Tenant shall not:

(a) Permit with actual knowledge any vehicle on the property of which the Premises are a part to emit exhaust which is in violation of any Applicable Law;

(b) Create, or permit to be created, any sound pressure level which will interfere with any real property adjacent to the Premises, or which will create a nuisance or violate any Applicable Law;

(c) Transmit, receive, or permit to be transmitted or received, any electromagnetic, microwave or other radiation which is harmful or hazardous to any person or property in, on or about the Premises, or anywhere else, or which interferes with the operation of any electrical, electronic, telephonic or other equipment wherever located, whether on the Premises or anywhere else;

(d) Create, or permit to be created, any ground or vibration that is discernible outside the Premises; and

(e) Produce, or permit to be produced, any intense glare, light or heat except within an enclosed or screened area and then only in such manner that the glare, light or heat shall not be discernible outside the Premises.

**44.4 Indemnification.** Tenant shall pay for all costs associated with, and defend (with attorneys reasonably satisfactory to District), indemnify and hold harmless District from, claims, damages, expenses, encumbrances, fees, fines, penalties or costs (including, but not limited to, legal fees; the costs of notice to any other person; the costs of environmental or technical risk assessment; any cleanup or remedial costs; the costs of any monitoring, sampling or analysis; and any diminution in property value or losses due to non-rentability arising out of or in any way connected with the presence of

any Hazardous Material on the Premises or Tenant's alleged violation of Applicable Law). This obligation shall not apply, if and to the extent that (a) such claims, damages, expenses, encumbrances, fees, fines, penalties, or costs arose solely out of conditions existing on the Premises prior to the commencement of Tenant's first possession of the Premises or conditions created on the Premises after Tenant has quit the Premises; and (b) Tenant did not violate any Applicable Law or act negligently with respect to, or otherwise contribute to, the condition or the hazard posed by the condition.

**44.5 Survival.** The duties set forth in this Article 44 shall survive the termination of this Lease.

**44.6 Disposal of Other Matter.**

(a) Refuse Disposal. Tenant shall not keep any trash, garbage, waste or other refuse on the Premises except in sanitary containers and shall regularly and frequently remove and dispose of the same from the Premises. Tenant shall keep all incinerators, containers or other equipment used for storage or disposal of such matter in a clean and sanitary condition, and shall promptly dispose of all other waste.

(b) Sewage Disposal. Tenant shall properly dispose of all sanitary sewage and shall not use the sewage disposal system (i) for the disposal of anything except sanitary sewage, or (ii) in excess of the lesser of the amount allowed by the sewage treatment works, or permitted by any governmental entity. Tenant shall keep the sewage disposal system free of all obstructions and in good operating condition.

**45. FORCE MAJEURE.** “**Force Majeure**” shall mean a prevention, delay or stoppage of a party’s performance of its obligations under this Lease which arises as a result of (i) events beyond the reasonable control, prevention and foreseeability of the party affected by the delay, including, without limitation, strikes, acts of God, inability to obtain labor or materials, governmental restriction or delay (but only to the extent that any such delay is not attributable to the failure of the party whose performance is delayed to comply with requirements imposed by Applicable Laws), enemy action, civil commotion, fire, or other casualty, but (x) expressly excluding financial inability, and (y) expressly acknowledging that the actions of any party’s employees, agents and invitees are to be deemed to be within the reasonable control, prevention and foreseeability of such party for the purposes of this definition; or (ii) with respect to a claim of Force Majeure by (x) Tenant as the affected party, any default by District, which adversely affects Tenant’s ability to perform, and (y) District as the affected party, any default by Tenant, which adversely affects District’s ability to perform.

**46. CASP INSPECTION.**

The Premises have not undergone an inspection by a Certified Access Specialist (CASp), and a disability access inspection certificate, as described in subdivision (e) of Section 55.53 of the California Civil Code, has not been issued for the Premises. In accordance with Section 1938 of the California Civil Code, Tenant is advised of the following:

“A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the

arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

Accordingly, the parties hereby agree that Tenant shall have the right, but not the obligation, to have a CASp inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. If it is determined that the Premises do not meet all applicable construction-related accessibility standards, then Tenant shall promptly make, as soon as reasonably possible, but subject to Article 10 hereof, any repairs necessary to correct violations of construction-related accessibility standards identified by such inspection, at Tenant’s sole cost and expense.

**47. NO RIGHT TO RECEIVE RELOCATION BENEFITS.** District is a public entity. District may, at the expiration of the Lease Term or extension thereof, decide to utilize the Premises for its own purposes inconsistent with continued occupancy by Tenant. In the event that District decides to use the Premises for its own purposes upon the expiration of the Lease Term or extensions thereof, District may decide not to negotiate with Tenant for Tenant's continued occupancy of the Premises. Tenant's occupancy during the Lease Term or extensions thereof is an interim use of the Property, pending potential use of the Premises by District for public uses consistent with the educational mission of District. Nothing in this Lease creates any implied or express expectation that District will re-let the Premises to Tenant at the expiration of the Lease term, or that District will offer any extensions of the Lease Term to Tenant, except as expressly provided in this Lease. Tenant acknowledges the foregoing, and understands that in the event that District declines to negotiate for renewal or extension of this Lease upon expiration of the Lease Term or extension thereof, Tenant shall not be eligible to receive relocation assistance or relocation benefits pursuant to any Federal law, state law, or Landlord policy, including without limitation Government Code section 7260 *et seq.*. Tenant hereby waives any right to receive relocation assistance or relocation benefits from District pursuant to any Federal law, state law, or Landlord policy, including without limitation Government Code section 7260 *et seq.*, so long as District permits Tenant to remain in possession of the Premises during the Lease Term or extensions thereof, subject to Tenant's compliance with all terms and conditions of this Lease.

**48. ENERGY USE DISCLOSURE.** To the extent applicable, District shall comply with the requirements to disclose certain information concerning the energy performance of the Premises pursuant to California Public Resources Code Section 25402.10 and the regulations adopted pursuant thereto.

**49. CALIFORNIA CIVIL CODE WAIVER.** Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to the destruction of the Premises, California Civil Code Sections 1941 and 1942 with respect to District’s repair duties and Tenant’s right to repair, and California Code of Civil Procedure Section 1265.130, allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises by condemnation as herein defined, and any right of redemption or reinstatement of Tenant under any present or future case law or statutory provision (including California Code of Civil Procedure Sections 473 and 1179 and California Civil Code Section 3275) in the event Tenant is dispossessed from the Premises for any reason. This waiver applies to future statutes enacted in addition or in substitution of the statutes specified herein.

**50. PREVAILING WAGES.** Tenant acknowledges and agrees that any Tenant Improvements, repairs, maintenance, or alterations made by or on behalf of Tenant to the Premises, Property, or any portion thereof (“Improvement Work”), which will become District’s property upon the expiration or termination of this Lease, whether paid for in whole or part by District or which are considered to have been paid for in whole or part by District, will constitute “[c]onstruction, alteration, demolition,

installation, or repair work done under contract and paid for in whole or in part out of public funds....” California Labor Code § 1720. Accordingly, Tenant shall comply with applicable California Labor Code requirements pertaining to “public works” (California Labor Code Section 1720 et seq., as amended from time to time and implementing regulations), and other applicable Laws addressing the payment of prevailing wages in connection with any Improvement Work (collectively, “Prevailing Wage Laws”).

**50.1** Tenant shall require any general contractor for any Improvement Work to submit, upon request by District, certified copies of payroll records to District and to maintain and make records available to District and its designees for inspection and copying to ensure compliance with Prevailing Wage Laws. Tenant shall also include in any general contractor agreement, and in all of its subleases and other contracts, a provision in a form acceptable to District which obligates the general contractor and others as applicable, (i) to comply with, and to require that their respective subtenants, contractors and/or subcontractors comply with, Prevailing Wage Laws, and (ii) upon request by District to submit certified copies of payroll records to District and to maintain and make such payroll records available to District and its designees for inspection and copying during regular business hours at the Premises or at another location within the City of San Diego.

**50.2** Tenant shall defend, indemnify and hold harmless District and its officers, officials, employees, volunteers, agents and representatives (collectively, “Indemnitees”) from and against any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including attorneys’ fees and costs) (collectively, “Claims”), arising out of or in any way connected with Tenant’s obligation to comply with all such Prevailing Wage Laws, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code sections 1726. Tenant hereby waives, releases and discharges forever the Indemnitees from any and all present and future Claims arising out of or in any way connected with Tenant’s obligation to comply with all Prevailing Wage Laws with respect to the Improvement Work.

## **51. CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

Tenant shall be solely responsible financially and legally for compliance with environmental laws and regulations to the extent that Tenant has triggered any activities or caused any modifications or improvements to occur on the Premises. In the event that allocation of the Premises or use or modification of the Premises by Tenant triggers the application of and/or compliance with the California Environmental Quality Act (“CEQA”) or compliance with any existing environmental mitigation measures related to ongoing use of the Premises, Tenant shall comply with same. Should Tenant engage in any activity on the Premises that constitutes a “project” under CEQA, the cost of CEQA compliance shall be borne in full by Tenant, but the District shall act as the lead agency for the purposes of such CEQA compliance. Should Tenant fail to inform the District of activities that may require CEQA compliance in advance of engaging in such activities, Tenant shall assume all liability for legal claims arising out of said failure.

## **52. MISCELLANEOUS.**

**52.1 Full Satisfaction of Proposition 39/Release of Claims.** Tenant agrees that by accepting the Premises, Tenant waives any claims under California Education Code section 47614 and Proposition 39 regulations for all years during which Tenant occupies the Premises.

**52.2 Mediation of Disputes.** If a dispute arises between District and Tenant concerning the provisions of this Lease, nothing in this Lease shall preclude the dispute being subject to mediation in

accordance with the procedures set forth in California Code of Regulations §11969.10(a) through §11969.10(e), if agreeable to both parties.

**52.3 Counterparts.** This Lease and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**52.4 Number of Originals.** The Parties agree to execute three originals, two for the District, and one for the Tenant.

**53. ELECTRONIC SIGNATURE. Tenant consents to conducting transactions for this Lease via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by Landlord.**

\_\_\_\_\_ (Initials)

53.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), Tenant agrees to conduct transactions relating to the Lease by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent of my handwritten signature. Tenant further agrees that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to the Lease, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. Tenant agrees that the transactions conducted electronically relating to this Lease shall be binding upon it.

53.2 Tenant agrees that the electronic signature will be valid from date of issuance until the end of the Lease term or earlier if it is revoked or terminated under this Lease. Tenant understands that the Landlord may suspend, terminate, or revoke the electronic signature in its reasonable discretion.

53.3 Tenant will use the electronic signature to establish identity and sign electronic documents and forms relating to the Lease and any Amendments. Tenant is solely responsible for protecting the electronic signature. If Tenant suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then Tenant will immediately notify Landlord and request that the electronic signature be revoked. Tenant will then immediately cease all use of the electronic signature. Tenant agrees to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

{SIGNATURES ON FOLLOWING PAGE}

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**The parties hereto have executed this Lease on the dates specified immediately adjacent to their respective signatures.**

**DISTRICT**

**SAN DIEGO UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Gene Fuller

Its: Director, Real Estate

**APPROVED AS TO FORM AND LEGALITY**

By: \_\_\_\_\_

KIMBERLY A. CHAPIN, Assistant General Counsel II  
SAN DIEGO UNIFIED SCHOOL DISTRICT

Date: \_\_\_\_\_

Approved in public meeting of the Board of  
Education of the San Diego Unified School  
District on \_\_\_\_\_

\_\_\_\_\_  
Martha Stultz, Board Action Officer, Board of  
Education

**TENANT**

**INNOVATIONS ACADEMY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A

DESCRIPTION OF PREMISES

Site Map

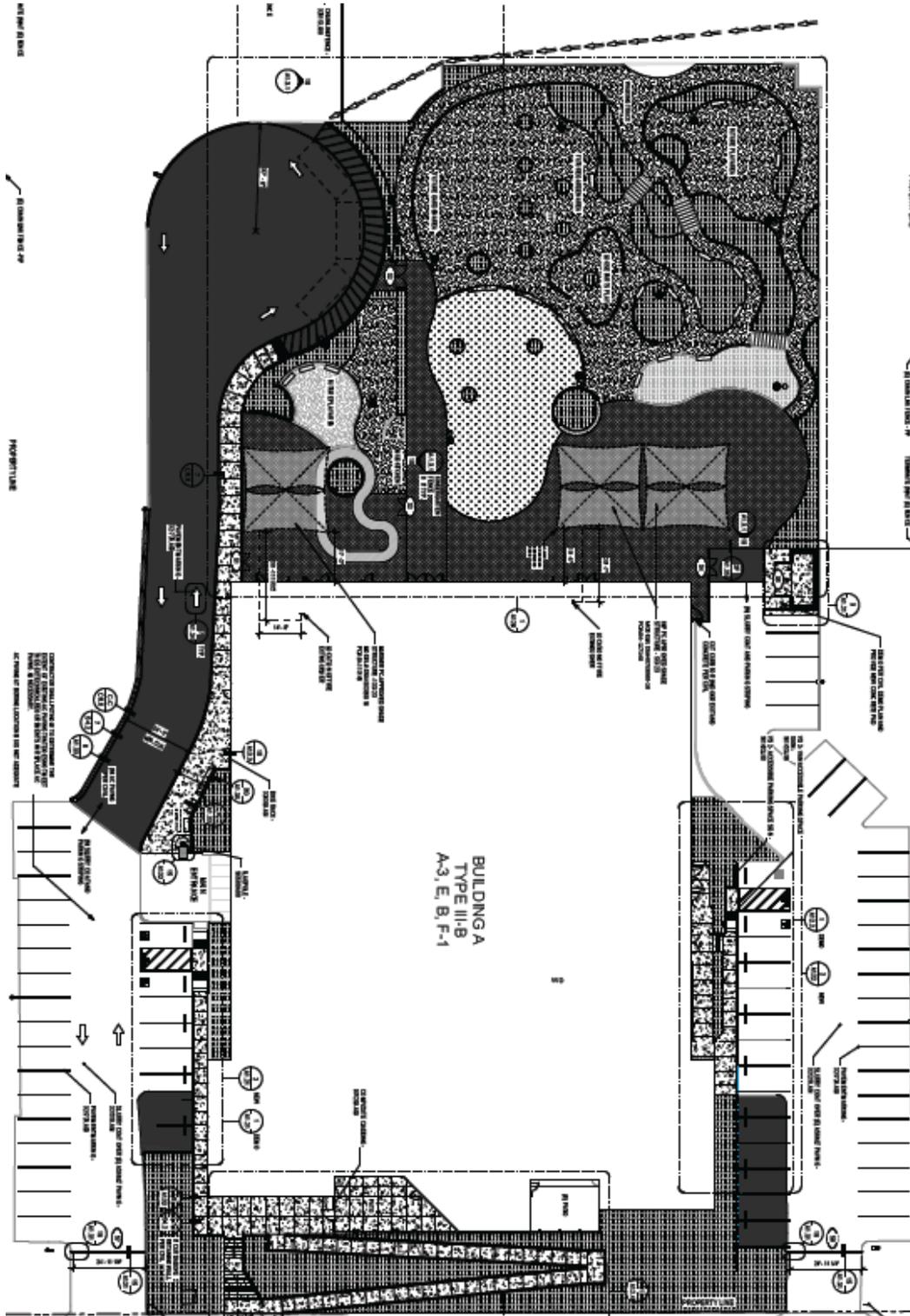
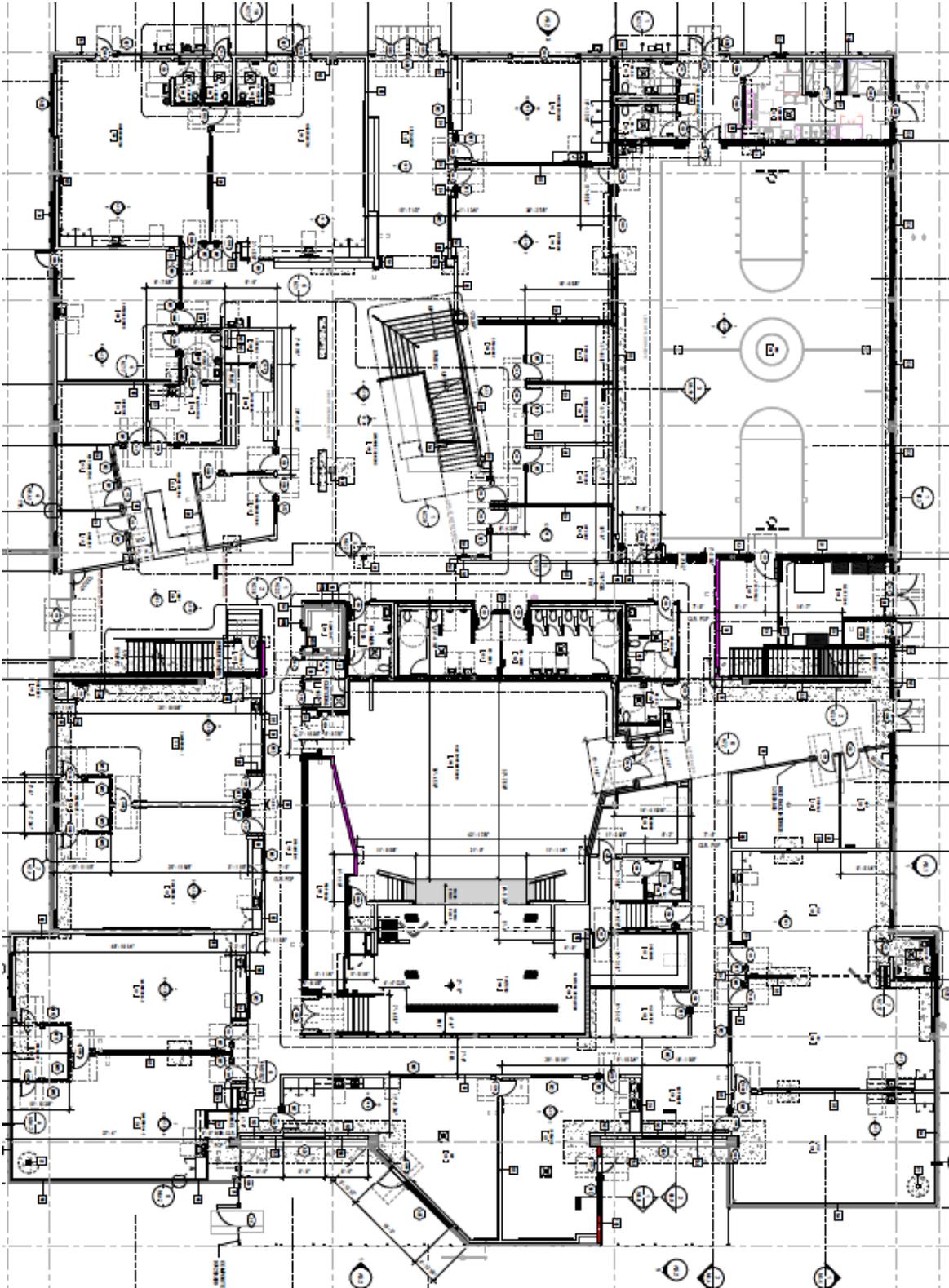


EXHIBIT A - Continued

**DESCRIPTION OF PREMISES**

Floor Plan Level 1





**EXHIBIT B**

**SUMMARY OF SERVICES AND UTILITIES**

The following is a summary of service and utility responsibilities of District and Tenant:

	D I S T R I C T	T E N A N T
Paper Supplies, dispensers and waste containers (premises & restrooms)		X
Light bulbs & fluorescent light tubes and starters		X
Ballasts and transformers for fluorescent lights, light switches and electrical outlets		X
Heating and air conditioning control switches		X
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)		X
Janitorial service for exterior of premises and common areas		X
Carpet, tile and linoleum		X
Gas		X
Electric		X
Water		X
Window washing – interior		X
Landscaping and gardening		X
Drapes, blinds, window shades		X
Kitchen appliances		X
Refuse, rubbish & garbage disposal		X
Pest control		X
Telecommunications: phone and data		X

**EXHIBIT C**

**SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES**

The following is a summary of repairs and maintenance responsibilities of District and Tenant:

	District	Tenant
Foundations		X
Exterior & Bearing Walls		X
Roof		X
Electrical Systems		X
Lighting Systems		X
Plumbing Systems		X
Heating Systems		X
Ventilation Systems		X
Air Conditioning Systems		X
Alarm Systems	Fire	Burglar
Plate Glass		X
Windows & Window Frames		X
Gutters, Drains, Downspouts		X
Elevators		X
Exterior Doors		X
Floor Slabs		X
Ceilings		X
Interior Walls		X
Interior Doors		X
Interior Surfaces & Windows		X
Appliances & Fixtures		X
Repainting of Interior Walls		X
Base and/or moldings		X
Parking Lot Area		X
Other: Landscape, irrigation, tree trimming and removal		X

## **EXHIBIT D**

### **DISTRICT'S RULES AND REGULATIONS**

1. Sidewalks and similar areas shall not be obstructed by tenants or used for any purpose other than ingress and egress to and from the leased premises.
2. Plumbing fixtures and appliances shall be used only for purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid by Tenant, and District shall not in any case be responsible therefor.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors, or other part of the leased premises, except of such color, size and style and in such places as shall be first approved in writing by District.
4. Tenant shall not do, or permit anything to be done in or about the leased premises, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the Premises, or on property kept therein, or do anything in conflict with the valid pertinent laws, rules or regulations of any governmental authority.
5. District shall have the power to prescribe the weight and position of iron safes or other heavy equipment, which shall in all cases, to distribute weight, stand on plank strips at least two inches thick. Any damage to the leased premises caused by installation or removal of tenant's property, or done by tenant's property while in the leased premises, shall be repaired at the expense of tenant.
6. District shall, at reasonable hours, have the right to enter premises leased to tenants, to examine same or to make such alterations and repairs as may be deemed necessary, or to exhibit the same to prospective tenants.
7. No birds or animals shall be brought into or kept in or about the building, with the exception of service animals or animals to be used for instructional purposes.
8. No machinery of any kind shall be operated on leased premises without the prior written consent of District, nor shall a tenant use or keep in the leased premises any inflammable or explosive fluid or substance.
9. Tenants shall comply with District's no-smoking and sustainability policies.
10. District reserves the right to rescind any of these rules and make such other and further rules and regulations as in its judgment shall from time to time be needed for the safety, protection, care and cleanliness of the leased premises, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invitees, except that District shall not promulgate rules and regulations that materially interfere with Tenant's operation of its program as described in its charter petition.

**Christine Kuglen** <[christine@innovationsacademy.org](mailto:christine@innovationsacademy.org)>

to Tincknell, Fuller

Hi Tracey and Gene,

I read both Prop Z and Measure YY wording and the money set aside for charters is for charter school money used was specifically designated for a charter school with no term designated.

An alteration that would meet the requirement that all leases have set terms would be for section 3.2, then in default under the Lease, the District will enter into a successor lease with Tenant for the Premises.

I look forward to ironing out this last kink.

Sincerely,  
Christine



**Fuller Gene**

to me, Tincknell

Christine,

After consulting with our legal department, we are willing to add this sentence only, at the end of section 3.2 "At the end of the Lease, the District may enter into a successor lease with Tenant for the Premises.

We need to wrap this up and I hope this compromise is acceptable to you.

Gene

**Gene Fuller**

Director, Real Estate

Real Estate Department

San Diego Unified School District

4860 Ruffner Street, Annex 14

San Diego, CA 92111

Phone: 619.278.6724 | Fax: 858.541.7854

[gfuller@sandi.net](mailto:gfuller@sandi.net)



**Christine Kuglen** <[christine@innovationsacademy.org](mailto:christine@innovationsacademy.org)>

to Fuller, Tincknell

Gene,

That should then include the removal of the sentence in 47, "In the event that District decides to use the extensions thereof, District may decide not to negotiate with Tenant for Tenant's continued occupancy

After that removal, I am willing to sign. Thank you for helping me protect my school, all of the families and improving the lives of children who chose IA.

Christine



Reply Reply all Forward

## March 10, 2020 Board Meeting

### Facilities Update

- 1) Lease
  - a. As of the date of board packet creation, the lease is not totally finalized. We are in our 3<sup>rd</sup> iteration. I will update the board at the meeting.
- 2) Facility Development and Costs
  - a. [.Link to photos](#) of construction October- February
  - b. Construction is on schedule as of March 1<sup>st</sup>
  - c. Issues we will encounter:
    - i. Elevator needs work over the summer
    - ii. Playground usable but not complete
    - iii. Construction trailers will remain on site until elevator is repaired
    - iv. Parking is more limited than at current site
    - v. Office and open area furniture will not be in by move in date (our choice)
  - d. Utilities Update
    - i. Internet and phone (Cox) will cost \$2200/month
    - ii. Landscape maintenance cost still unknown
    - iii. SDGE and water costs still unknown
    - iv. Cleaning cost: estimates still in. We are currently determining if it is more cost effective to hire someone or to contract the work out
  - e. Move in
    - i. Boxes and furniture will be picked up 3/30/20
    - ii. Boxes and furniture will be delivered by 4/1/20
    - iii. Keys given to Innovations 4/1/20
    - iv. Copiers delivered 4/2/20
    - v. Spring break begins 3/27/20
    - vi. Teachers return 4/6/20
    - vii. Students return 4/8/20

## Innovations Academy

July 2019 - January 2020

Segment Name	Filter Applied
Object	All
Restriction	All
Location	All

Account Description	July - January				2019-2020	
	Actual	Budget	Variance \$	Variance %	Total Budget	Remaining Budget
<b>LCFF</b>	\$1,747,627	\$1,752,250	(\$4,623)	-0.3 %	\$3,211,294	\$1,463,667
<b>Federal Revenue</b>	\$29,573	\$17,740	\$11,832	66.7 %	\$100,966	\$71,393
<b>Other State Revenue</b>	\$77,296	\$59,373	\$17,923	30.2 %	\$157,091	\$79,795
<b>Local Revenue</b>	\$214,023	\$177,964	\$36,059	20.3 %	\$271,275	\$57,252
<b>Total Revenue</b>	\$2,068,518	\$2,007,327	\$61,192	3.0 %	\$3,740,627	\$1,672,108
<b>Certificated Salaries</b>	\$818,458	\$846,177	\$27,719	3.3 %	\$1,480,933	\$662,474
<b>Classified Salaries</b>	\$502,489	\$495,967	(\$6,522)	-1.3 %	\$860,756	\$358,266
<b>Employee Benefits</b>	\$360,694	\$360,871	\$176	0.0 %	\$606,409	\$245,715
<b>Total Personnel Expenses</b>	\$1,681,642	\$1,703,015	\$21,373	1.3 %	\$2,948,097	\$1,266,456
<b>Books and Supplies</b>	\$76,657	\$90,163	\$13,506	15.0 %	\$143,873	\$67,216
<b>Services &amp; Other Operating Expenses</b>	\$329,347	\$361,388	\$32,041	8.9 %	\$648,390	\$319,042
<b>Capital Outlay</b>	\$4,167	-	(\$4,167)	0.0 %	\$15,000	\$10,833
<b>Other Outgo</b>	-	-	-	0.0 %	-	-
<b>Total Operational Expenses</b>	\$410,171	\$451,551	\$41,380	9.2 %	\$807,262	\$397,091
<b>Total Expenses</b>	\$2,091,813	\$2,154,566	\$62,753	2.9 %	\$3,755,359	\$1,663,547
<b>Net Income</b>	(\$23,294)	(\$147,239)	\$123,945	84.2 %	(\$14,733)	\$8,561

## Innovations Academy

January 2020

Segment Name	Filter Applied
Object	All
Restriction	All
Location	All

Liquidity Ratio	18.5
-----------------	------

<b>Assets</b>	
<b>Current Assets</b>	
Cash	\$2,136,080
Accounts Receivables	\$30,660
Prepaid Expenses	\$22,500
<i>Total Current Assets</i>	<i>\$2,189,240</i>
<b>Fixed Assets</b>	
Construction in Progress	\$7,508
Transportation Equipment	\$102,488
<i>Total Fixed Assets</i>	<i>\$109,995</i>
<b>Other Assets</b>	
<i>Total Other Assets</i>	<i>\$0</i>
<b>Total Assets</b>	<b>\$2,299,236</b>

<b>Liabilities and Net Assets</b>	
<b>Current Liabilities</b>	
Accounts Payable	\$94,439

## Innovations Academy

January 2020

Accrued Salaries, Payroll Taxes, Postemployment Benefits	\$24,255
Deposits held on behalf of other employees	(\$444)
<i>Total Current Liabilities</i>	<i>\$118,250</i>
<b>Long Term Liabilities</b>	
<i>Total Long Term Liabilities</i>	<i>\$0</i>
<b>Total Liabilities</b>	
<i>Total Liabilities</i>	<i>\$118,250</i>
<b>Net Assets</b>	
Restricted Net Assets	\$11,358
Unrestricted Net Assets	\$2,192,922
Profit/Loss YTD	(\$23,294)
<i>Total Net Assets</i>	<i>\$2,180,985</i>
<b>Total Liabilities and Net Assets</b>	<b>\$2,299,236</b>

## Innovations Academy

Check Register 11/1/2019 through 1/31/2020

Payment Number	Payment Date	Payee Name	Rec Status	Check Amount	Account	Account Description	Transaction Description	Invoiced GL Amount
10004386	11/6/2019	Donald J. Janiuk	Cleared	\$500.00	5810-020-65	Educational Consultants	Vision Therapy Services -KBauer 10/1,10/8,10/15,10/29	\$500.00
10004389	11/6/2019	Stephanie Rivera	Outstanding	\$9.48	4315-020-00	Classroom Materials and Supplies	REIMB: Water & cups for Science Experiment	\$9.48
10004392	11/6/2019	JulieTurner	Cleared	\$630.00	5810-020-00	Educational Consultants	Apple Art; Fall Birch Tree, Magazine Owls	\$630.00
10004387	11/6/2019	Kaiser Foundation Health Plan	Cleared	\$3,512.26	3403-020-00	Health & Welfare Benefits	December 2019 Health Insurance	\$3,512.26
10004383	11/6/2019	Amazon Capital Services	Cleared	\$220.14	4300-020-00	Materials and Supplies	Clean Ones 500 Deisposable Gloves	\$12.84
					4430-020-00	Noncapitalized Student Equipment	Casio Calculator HS8VA	\$34.40
					4430-020-00	Noncapitalized Student Equipment	Webcams for Chromebooks	\$126.60
					4315-020-00	Classroom Materials and Supplies	DEPEPE 60pcs Test Tubes w/ Caps 96ml)	\$46.30
10004390	11/6/2019	Republic Indemnity CO Of America	Cleared	\$1,483.60	3603-020-00	Worker Compensation Insurance	Workers Compensation Insurance	\$1,483.60
10004391	11/6/2019	Kylie Tromp	Cleared	\$300.00	5810-020-00	Educational Consultants	Solution Center Support 10/21-10/23; 10/28; 10/30	\$300.00
10004388	11/6/2019	Office Depot	Cleared	\$54.86	4315-020-12	Classroom Materials and Supplies	Art Class Materials	\$10.55
					4300-020-00	Materials and Supplies	Tape, Marker, Cleaner, Clip, Binder, Index Card	\$44.31
10004384	11/6/2019	AT&T	Cleared	\$317.60	5900-020-00	Communications (Tele., Internet, Copies,Postage,Messenger)	Telephone Monthly Service Charges 10/26/19--11/225/19	\$317.60
10004385	11/6/2019	CHASE Card Services	Cleared	\$2,192.99	9330-020	Prepaid Expenses	CC Purchases 9/26/19-10/25/19	\$2,192.99
10004393	11/12/2019	San Diego Unified School District	Cleared	\$11,730.00	5600-020-00	Space Rental/Leases Expense	Facilities Use Permit Agreement 06/27/11-06/30/20	\$11,730.00
10004401	11/12/2019	Natasha Starbuck-Smith	Cleared	\$1,787.50	5810-020-00	Educational Consultants	Performing Arts 11/4 - 11/9/19	\$912.50
					5810-020-00	Educational Consultants	Performing Arts 10/28 - 11/02	\$875.00
10004394	11/12/2019	San Diego Unified School District	Cleared	\$3,665.76	5800-020-00	Professional/Consulting Services and Operating Expenditures	Estimated Fess & Services 1st Installment 2019-20	\$259.46
					5875-020-00	District Oversight Fee	Estimated Fess & Services 1st Installment 2019-20	\$3,406.30
10004402	11/12/2019	Barbara Turbin	Cleared	\$400.00	5500-020-00	Operation and Housekeeping Services	Cleaning Services 10/31, 11/3,5,10/19	\$400.00

## Innovations Academy

Check Register 11/1/2019 through 1/31/2020

10004403	11/12/2019	Jessica Turbin	Cleared	\$660.00	5500-020-00	Operation and Housekeeping Services	Cleaning Svcs 10/29,7,10/19	\$300.00
					5800-020-47	Professional/Consulting Services and Operating Expenditures	Food Svcs 10/28-11/8	\$360.00
10004410	11/13/2019	The Hanover Insurance Group	Cleared	\$2,654.00	5400-020-00	Insurance	Commerical Auto Insurance	\$2,654.00
10004406	11/13/2019	Amazon Capital Services	Cleared	\$214.15	4315-020-12	Classroom Materials and Supplies	36 Pcs Nylon Carpet Spots, Colorful Hook & Loop	\$13.99
					4300-020-00	Materials and Supplies	Crayola Ultra Clean Washable Markers	\$10.20
					4315-020-12	Classroom Materials and Supplies	Drinking Water Test Kit	\$160.04
					4315-020-12	Classroom Materials and Supplies	MegaDeal 2" Swivel Caster Wheels	\$29.92
10004407	11/13/2019	Nora Bowman	Cleared	\$205.76	4315-020-12	Classroom Materials and Supplies	REIMB: Canvas Boards, Business Products,Gas 10/11/19	\$205.76
10004408	11/13/2019	Bell Speech Pathology	Cleared	\$2,340.00	5810-020-65	Educational Consultants	SPL Sub for Pomeroy Maternity	\$2,340.00
10004404	11/13/2019	Allied Administrators for Delta Dental	Cleared	\$755.99	3403-020-00	Health & Welfare Benefits	Dental PPO Premiums - Dec. 2019	\$755.99
10004405	11/13/2019	Allied Administrators for Delta Dental	Cleared	\$803.05	3403-020-00	Health & Welfare Benefits	Dental HMO Premium - Dec. 2019	\$803.05
10004413	11/13/2019	Sharp Health Plan	Cleared	\$12,828.09	3403-020-00	Health & Welfare Benefits	Acct. ID: 1000498 - December 2019	\$12,828.09
10004415	11/13/2019	Mary Zantelli	Cleared	\$70.62	4315-020-00	Classroom Materials and Supplies	REIMB:UVB Tube Light,Snacks,Paint, Litter, Plates 9/25,10/14	\$70.62
10004414	11/13/2019	Law Offices of Young, Minney & Corr, LLP	Cleared	\$442.22	5800-020-00	Professional/Consulting Services and Operating Expenditures	Legal Services Through 10/31/19	\$442.22
10004412	11/13/2019	San Diego Unified School District	Cleared	\$294.00	4700-020-47	School District Food	October 2019 Special Program Billing	\$294.00
10004411	11/13/2019	Office Depot	Cleared	\$8.68	4300-020-00	Materials and Supplies	Clasp Envelopes	\$8.68
10004409	11/13/2019	Deaf Community Services	Cleared	\$300.00	5810-020-65	Educational Consultants	Sign Language Interpretation, MH 10/8/19	\$300.00
10004416	11/14/2019	State Teachers Retirement Systems	Cleared	\$1,726.73	9503-020	Accrued STRS	October 2019 STRS Final	\$1,726.73

## Innovations Academy

Check Register 11/1/2019 through 1/31/2020

10004419	11/21/2019	Hector Lopez	Cleared	\$160.00	5610-020-00	Equipment Repair	45 Day Service for Bus	\$160.00
10004422	11/21/2019	Natasha Starbuck-Smith	Cleared	\$1,650.00	5810-020-00	Educational Consultants	Performing Arts 11/18-11/22/19	\$825.00
					5810-020-00	Educational Consultants	Performing Arts 11/11-11/16/19	\$825.00
10004418	11/21/2019	Blue Shield of California	Cleared	\$1,856.45	3403-020-00	Health & Welfare Benefits	December 2019 Health Insurance	\$1,856.45
10004423	11/21/2019	Specialized Therapy Services	Cleared	\$1,680.00	5810-020-65	Educational Consultants	APE,AT,PT DHH, Nursing	\$1,680.00
10004417	11/21/2019	Amazon Capital Services	Cleared	\$230.12	4300-020-00	Materials and Supplies	Cable Mattrrs VGA to VGA Cable, Lavigo Big Classroom Teaching	\$42.90
					4315-020-00	Classroom Materials and Supplies	Mac Sport Heavy Duty Collapsible Folding Wagon Beach Cart	\$140.06
					4300-020-00	Materials and Supplies	PremiumUSB, Avery Return Address Labels, Houseware Mesh File	\$37.49
					4315-020-00	Classroom Materials and Supplies	Kitchen Timer, 2 Pack Digital Kitchen Timer	\$9.67
10004424	11/21/2019	Sharp Business Systems	Cleared	\$817.28	5605-020-00	Equipment Rental/Lease Expense	Nov 2019 Copier Lease	\$817.28
10004421	11/21/2019	Office Depot	Cleared	\$92.69	4300-020-00	Materials and Supplies	Marker, Sharpie, UF 12/pk	\$16.68
					4300-020-00	Materials and Supplies	Masking Tape, 075"x2160	\$17.71
					4300-020-00	Materials and Supplies	Glue, Pen, Stapler	\$58.30
10004420	11/21/2019	Niki Moyer	Cleared	\$199.00	4315-020-00	Classroom Materials and Supplies	REIMB: Various paper, Bending Sticks, Paper Pastels, waterco	\$199.00
10004426	11/21/2019	Devon Woodruff	Cleared	\$143.74	4315-020-00	Classroom Materials and Supplies	REIMB: Building Supplies	\$97.17
					4315-020-00	Classroom Materials and Supplies	REIMB: Project Supplies	\$46.57
10004425	11/21/2019	Kylie Tromp	Cleared	\$300.00	5810-020-00	Educational Consultants	Solution Center Support 11/4-11/6; 11/12; 11/13	\$300.00
10004427	11/22/2019	Jessica Turbin	Cleared	\$670.00	5800-020-47	Professional/Consulting Services and Operating Expenditures	Food Services 11/11-/22/19, Cleaning Serv. 11/12,11/14,11/21	\$370.00
					5500-020-00	Operation and Housekeeping Services	Food Services 11/11-/22/19, Cleaning Serv. 11/12,11/14,11/21	\$300.00
10004428	12/2/2019	State Teachers Retirement Systems	Cleared	\$29,721.20	9503-020	Accrued STRS	ER November 2019 STRS	\$18,601.17
					9503-020	Accrued STRS	EE November 2019 STRS	\$11,120.03
10004430	12/4/2019	Allied Administrators for Delta Dental	Cleared	\$528.97	3403-020-00	Health & Welfare Benefits	Dental HMO Premium- 1/1/2020 to 1/31/2020	\$528.97

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10004433	12/4/2019	CHASE Card Services	Cleared	\$3,699.69	9330-020	Prepaid Expenses	CC Purchase 10/26/19-11/25/19	<b>\$3,699.69</b>
10004429	12/4/2019	Allied Administrators for Delta Dental	Cleared	\$413.42	3403-020-00	Health & Welfare Benefits	Dental HMO Premium -1/1/2020-1/31/2020	<b>\$413.42</b>
10004432	12/4/2019	Bell Speech Pathology	Cleared	\$1,868.75	5810-020-65	Educational Consultants	SLP Sub for Pomeroy maternity	<b>\$1,868.75</b>
10004437	12/4/2019	Republic Indemnity CO Of America	Cleared	\$1,483.60	3603-020-00	Worker Compensation Insurance	Workers Compensation Insurance	<b>\$1,483.60</b>
10004438	12/4/2019	Devon Woodruff	Cleared	\$45.06	4315-020-00	Classroom Materials and Supplies	REIMB: Soil for Gardens	<b>\$45.06</b>
10004431	12/4/2019	Amazon Capital Services	Cleared	\$297.17	4315-020-00	Classroom Materials and Supplies	Electric Pencil Sharpener	<b>\$26.54</b>
					4315-020-00	Classroom Materials and Supplies	Pre-cleaned Glass Microscope Slide, Glass Cover Slips, WateK	<b>\$86.85</b>
					4300-020-00	Materials and Supplies	lighting 3.5 mm Headphone Adapter Earphone Earbuds	<b>\$38.76</b>
					4200-020-65	Books and Other Reference Materials	overcoming Dyslexia	<b>\$12.89</b>
					4300-020-00	Materials and Supplies	ArtKraft Paper, plymor Sipper reclosable Plastic Bags, Ibupf	<b>\$132.13</b>
10004436	12/4/2019	Office Depot	Cleared	\$50.52	4300-020-00	Materials and Supplies	Holder, Badge, Clip	<b>\$8.45</b>
					4300-020-00	Materials and Supplies	Envelope, Clip, Binder,	<b>\$42.07</b>
10004435	12/4/2019	Kaiser Foundation Health Plan	Cleared	\$4,033.23	3403-020-00	Health & Welfare Benefits	January 2019 Health Insurance	<b>\$4,033.23</b>
10004434	12/4/2019	Erin N Castelloe	Cleared	\$1,200.00	5810-020-00	Educational Consultants	Human Sexually Instruction-6th Gr -11/5/19 & 12/3/19	<b>\$1,200.00</b>
10004441	12/11/2019	Charter Schools Development Center	Cleared	\$1,155.00	5300-020-00	Dues and Memberships	CSDC Membership 1 Year	<b>\$1,155.00</b>
10004439	12/11/2019	Amazon Capital Services	Cleared	\$693.62	4315-020-00	Classroom Materials and Supplies	Gaiam Balance Ball-Grey	<b>\$19.72</b>
					4315-020-00	Classroom Materials and Supplies	Black Kraft Paper Roll	<b>\$73.24</b>
					4315-020-65	Classroom Materials and Supplies	Chewy Necklaces	<b>\$10.74</b>
					4400-020-65	Noncapitalized Equipment	Laptop For Resource Teacher	<b>\$430.99</b>
					4315-020-65	Classroom Materials and Supplies	Visual Edge Slant Board	<b>\$41.94</b>
					4300-020-00	Materials and Supplies	SanDisk Ultra 32GB Memory Card	<b>\$67.85</b>
					4300-020-00	Materials and Supplies	Premium Yellow Caution Tape	<b>\$12.38</b>
					4315-020-00	Classroom Materials and Supplies	Dart Solo Clear Plastic Hinged Food Take-Out	<b>\$23.47</b>

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					4315-020-00	Classroom Materials and Supplies	Canvas Tote Bags Set of 12	<b>\$13.29</b>
10004444	12/11/2019	Jennifer Kuebler	Cleared	\$92.00	5400-020-00	Insurance	REIMB: MFT Liability Insurance 12/5/19	<b>\$92.00</b>
10004447	12/11/2019	Kylie Tromp	Cleared	\$300.00	5810-020-00	Educational Consultants	Solution Center Support 11/18, 11/20, 12/2-12/4/19	<b>\$300.00</b>
10004448	12/11/2019	JulieTurner	Cleared	\$315.00	5810-020-00	Educational Consultants	Art Prep Time at Home - Art Teacher 11/4, 11/18/19	<b>\$315.00</b>
10004440	12/11/2019	AT&T	Cleared	\$316.44	5900-020-00	Communications (Tele., Internet, Copies,Postage,Messenger)	Telephone Monthly Service 11/26-12/25/19	<b>\$316.44</b>
10004445	12/11/2019	State Teachers Retirement Systems	Cleared	\$2,039.59	9503-020	Accrued STRS	November 2019 STRS Final	<b>\$2,039.59</b>
10004446	12/11/2019	Natasha Starbuck-Smith	Cleared	\$2,225.00	5810-020-00	Educational Consultants	Performing Arts Teacher 11/23 - 11/30/19	<b>\$825.00</b>
					5810-020-00	Educational Consultants	Performing Arts Teacher 12/2 - 12/7/19	<b>\$1,400.00</b>
10004443	12/11/2019	Amber Goslee Education Services	Cleared	\$620.00	5800-020-00	Professional/Consulting Services and Operating Expenditures	Cust ID: 923 LCAP Support 9/1/19 - 11/30/19	<b>\$620.00</b>
10004442	12/11/2019	Complete Office	Cleared	\$254.94	4300-020-00	Materials and Supplies	Insert Tab Dividers, Copy Paper	<b>\$254.94</b>
10004449	12/17/2019	Barbara Turbin	Cleared	\$500.00	5500-020-00	Operation and Housekeeping Services	Cleaning Services 11/17,11/20,12/1,12/8, 12/15/19	<b>\$500.00</b>
10004450	12/17/2019	Jessica Turbin	Cleared	\$780.00	5800-020-47	Professional/Consulting Services and Operating Expenditures	Food Service 12/1-13/19	<b>\$380.00</b>
					5500-020-00	Operation and Housekeeping Services	Cleaning Services 12/3,12/5,12/10,12/12/19	<b>\$400.00</b>
10004451	12/18/2019	San Diego Unified School District	Cleared	\$11,730.00	5600-020-00	Space Rental/Leases Expense	Facilities Use Permit Agreement 6/27/11-06/30/20	<b>\$11,730.00</b>
10004452	12/18/2019	San Diego Unified School District	Cleared	\$3,665.76	5875-020-00	District Oversight Fee	Estimated Fees & Services 2nd Installment 2019-20	<b>\$3,406.30</b>
					5800-020-00	Professional/Consulting Services and Operating Expenditures	Estimated Fees & Services 2nd Installment 2019-20	<b>\$259.46</b>
10004457	12/20/2019	The Hanover Insurance Group	Cleared	\$2,457.00	5400-020-00	Insurance	Commercial & Auto Insurance	<b>\$2,457.00</b>
10004458	12/20/2019	NWEA	Cleared	\$91.25	4410-020-00	Software & Software Licensing	MAP Growth Science-Science Add on	<b>\$91.25</b>
10004459	12/20/2019	Office Depot	Cleared	\$119.54	4300-020-00	Materials and Supplies	White Index	<b>\$19.36</b>
					4315-020-00	Classroom Materials and Supplies	Dominique's Class-Board Display, Paint (white, yellow, red)	<b>\$24.34</b>

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					4300-020-00	Materials and Supplies	Index card, binder, tape	<b>\$36.32</b>
					4315-020-00	Classroom Materials and Supplies	Dominique's Class-Brush & Paint	<b>\$39.52</b>
10004455	12/20/2019	Tori Dahlberg	Cleared	\$29.08	4200-020-00	Books and Other Reference Materials	REIMB: Wings of Fire Book Series -Tori's Class	<b>\$29.08</b>
10004454	12/20/2019	Bell Speech Pathology	Cleared	\$1,495.00	5810-020-65	Educational Consultants	SLP Sub for Pomeroy Maternity	<b>\$1,495.00</b>
10004453	12/20/2019	Amazon Capital Services	Cleared	\$91.69	4300-020-00	Materials and Supplies	Energizer Battery, Packing Tape Refill	<b>\$29.98</b>
					4315-020-00	Classroom Materials and Supplies	HLC- Avery shipping address labels	<b>\$7.42</b>
					4300-020-00	Materials and Supplies	Post-it Super Sticky Notes	<b>\$16.06</b>
					4200-020-00	Books and Other Reference Materials	Riding Freedom	<b>\$6.45</b>
					4315-020-00	Classroom Materials and Supplies	Nora's Class Printing Project	<b>\$31.78</b>
10004460	12/20/2019	Patrick Murphy O'Connor	Cleared	\$145.05	4315-020-00	Classroom Materials and Supplies	REIMB: HLC-Cooking Supplies	<b>\$145.05</b>
10004466	12/20/2019	Sharp Health Plan	Cleared	\$12,828.09	3403-020-00	Health & Welfare Benefits	Acct. ID: 1000498- January 2020	<b>\$12,828.09</b>
10004467	12/20/2019	Sharp Business Systems	Cleared	\$817.28	5605-020-00	Equipment Rental/Lease Expense	Dec 2019 Copier Lease	<b>\$817.28</b>
10004468	12/20/2019	JulieTurner	Cleared	\$34.72	4315-020-00	Classroom Materials and Supplies	REIMB: Monday Art Class Materials	<b>\$34.72</b>
10004469	12/20/2019	Mary Zanutelli	Cleared	\$59.16	4315-020-00	Classroom Materials and Supplies	REIMB: School Pet Food & Pet Bedding	<b>\$59.16</b>
10004465	12/20/2019	Specialized Therapy Services	Cleared	\$953.75	5810-020-65	Educational Consultants	APE, AT, Nursing And PT Services	<b>\$953.75</b>
10004464	12/20/2019	Natasha Starbuck-Smith	Cleared	\$1,425.00	5810-020-00	Educational Consultants	Performing Arts Teacher 12/9-12/14/19	<b>\$762.50</b>
					5810-020-00	Educational Consultants	Performing Arts Teacher 12/16-12/20/19	<b>\$662.50</b>
10004456	12/20/2019	Department of Motor Vehicles	Cleared	\$2.00	5874-020-00	Personnel Services	Pull Notice	<b>\$2.00</b>
10004463	12/20/2019	Sharp Electronics Corporations	Cleared	\$1,470.42	5605-020-00	Equipment Rental/Lease Expense	Charge for Copies 9/1/19-12/2/19	<b>\$1,470.42</b>
10004462	12/20/2019	San Diego Unified School District	Cleared	\$226.80	4700-020-47	School District Food	November 2019 Special Program Billing	<b>\$226.80</b>

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10004461	12/20/2019	Principal Life Insurance Company	Cleared	\$357.70	3403-020-00	Health & Welfare Benefits	Vision Insurance	<b>\$357.70</b>
10004470	1/2/2020	State Teachers Retirement Systems	Cleared	\$33,180.15	9503-020	Accrued STRS	December 2019 STRS	\$33,180.15
10004473	1/9/2020	Amazon Capital Services	Cleared	\$230.95	4315-020-00	Classroom Materials and Supplies	Mr. Pen-Pencil Erasers, Cap Erasers	<b>\$6.45</b>
					4300-020-00	Materials and Supplies	Braun PC 200 Probe Cover, Siploc,	<b>\$63.15</b>
					4200-020-00	Books and Other Reference Materials	Riding Freedom	<b>\$161.35</b>
10004471	1/9/2020	Allied Administrators for Delta Dental	Cleared	\$761.43	3403-020-00	Health & Welfare Benefits	Dental HMO Premium 2/1/2020-2/29/2020	<b>\$761.43</b>
10004472	1/9/2020	Allied Administrators for Delta Dental	Cleared	\$413.42	3403-020-00	Health & Welfare Benefits	Dental HMO Premium-02/01/2020-02/29/2020	<b>\$413.42</b>
10004475	1/9/2020	CHASE Card Services	Cleared	\$1,794.05	9330-020	Prepaid Expenses	CC Purchases 11/26/19-12/25/19	<b>\$1,794.05</b>
10004478	1/9/2020	Ali Kolb	Cleared	\$39.99	5210-020-00	Training and Development Expense	REIMB: Crafted Curriculum E course	<b>\$39.99</b>
10004479	1/9/2020	Hector Lopez	Cleared	\$160.00	5610-020-00	Equipment Repair	45 Day Service for Bus	<b>\$160.00</b>
10004480	1/9/2020	Niki Moyer	Cleared	\$171.97	4315-020-00	Classroom Materials and Supplies	REIMB: Spray paint,Paper Merkers, Bristol Board Bags & Paper	<b>\$171.97</b>
10004481	1/9/2020	Office Depot	Cleared	\$101.33	4300-020-00	Materials and Supplies	Pe, Stick, BP, OD, Blue	<b>\$4.30</b>
					4300-020-00	Materials and Supplies	Towel Paper	<b>\$22.29</b>
					4300-020-65	Materials and Supplies	Shredder, Crosscut, ATIVA	<b>\$58.25</b>
					4300-020-65	Materials and Supplies	Pocket file	<b>\$16.49</b>
10004476	1/9/2020	Deaf Community Services	Cleared	\$967.50	5810-020-65	Educational Consultants	Sign Language Service-Cancelled less than 48 hrs	<b>\$310.00</b>
					5810-020-65	Educational Consultants	Sign language Service-No Show	<b>\$170.00</b>
					5810-020-65	Educational Consultants	Sign Language Interpretation FT to Legoland 12/17/19	<b>\$487.50</b>
10004484	1/9/2020	Kylie Tromp	Cleared	\$300.00	5810-020-00	Educational Consultants	Solution Center Support 12/11-12/12/19, 1/6-1/7/2020	<b>\$300.00</b>
10004485	1/9/2020	Law Offices of Young, Minney & Corr, LLP	Cleared	\$1,822.57	5800-020-00	Professional/Consulting Services and Operating Expenditures	Legal Sevices Through 12/31/2019	<b>\$1,822.57</b>

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10004477	1/9/2020	Donald J. Janiuk	Cleared	\$825.00	5810-020-65	Educational Consultants	Vision Therapy Services-KW 12/3,12/7,12/10,12/14, 12/21	<b>\$625.00</b>
					5810-020-65	Educational Consultants	Vision Therapy Services-KBauer 11/05/19	<b>\$200.00</b>
10004474	1/9/2020	Blue Shield of California	Cleared	\$1,856.45	3403-020-00	Health & Welfare Benefits	January 2020 Health Insurance	<b>\$1,856.45</b>
10004483	1/9/2020	Jessica Turbin	Cleared	\$280.00	5500-020-00	Operation and Housekeeping Services	Cleaning Services 1/4/2020	<b>\$100.00</b>
					5800-020-47	Professional/Consulting Services and Operating Expenditures	Food Service 12/16-20/19	<b>\$180.00</b>
10004482	1/9/2020	Sharp Health Plan	Cleared	\$12,828.09	3403-020-00	Health & Welfare Benefits	Acct ID: 1000498- February 2020	<b>\$12,828.09</b>
10004486	1/17/2020	Amazon Capital Services	Cleared	\$46.21	5210-020-00	Training and Development Expense	The Subtle Side of Teaching: Small Things Make A Big Differe	<b>\$26.95</b>
					4300-020-00	Materials and Supplies	Magnetic Dry Eraser	<b>\$19.26</b>
10004491	1/17/2020	The Hanover Insurance Group	Cleared	\$2,457.00	5400-020-00	Insurance	Liability & Auto Insurance	<b>\$2,457.00</b>
10004492	1/17/2020	Kaiser Foundation Health Plan	Cleared	\$6,419.61	3403-020-00	Health & Welfare Benefits	February 2020 health Insurance	<b>\$6,419.61</b>
10004500	1/17/2020	Barbara Turbin	Cleared	\$500.00	5500-020-00	Operation and Housekeeping Services	Cleaning Services - 12/17, 12/19/19 & 1/4, 1/11, 1/14/20	<b>\$500.00</b>
10004501	1/17/2020	Jessica Turbin	Cleared	\$750.00	5800-020-47	Professional/Consulting Services and Operating Expenditures	Food Svc 1/6-1/17/2020	<b>\$400.00</b>
					5500-020-00	Operation and Housekeeping Services	Cleaning 1/7-1/9, 1/16	\$350.00
10004488	1/17/2020	Nora Bowman	Outstanding	\$344.07	5820-020-00	Fundraising Expense	Sweaters	<b>\$258.44</b>
					5820-020-00	Fundraising Expense	Logo	<b>\$47.95</b>
					5820-020-00	Fundraising Expense	Transfer Paper	<b>\$16.14</b>
					4315-020-00	Classroom Materials and Supplies	Report Cover	<b>\$21.54</b>
10004487	1/17/2020	AT&T	Cleared	\$316.44	5900-020-00	Communications (Tele., Internet, Copies,Postage,Messenger)	Telephone Monthly service 12/26/19-01/25/20	<b>\$316.44</b>
10004489	1/17/2020	Bell Speech Pathology	Cleared	\$2,031.25	5810-020-65	Educational Consultants	SPL Sub for Pomeroy's Maternity	<b>\$2,031.25</b>
10004490	1/17/2020	Complete Office	Cleared	\$202.89	4300-020-00	Materials and Supplies	Copy Paper and Index Card	<b>\$202.89</b>
10004497	1/17/2020	Sharp Business Systems	Cleared	\$817.28	5605-020-00	Equipment Rental/Lease Expense	Jan 2019 Copier Lease	<b>\$817.28</b>
10004498	1/17/2020	San Diego Unified School District	Cleared	\$11,730.00	5600-020-00	Space Rental/Leases Expense	Facilities Use Permit Agreement - 06/27/2011 - 06/30/2020	<b>\$11,730.00</b>

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10004499	1/17/2020	San Diego Unified School District	Cleared	\$3,665.76	5875-020-00	District Oversight Fee	FY 19-20 Estimated Fees & Services - 7/1/2019 - 6/30/2020	<b>\$3,406.30</b>
					5800-020-00	Professional/Consulting Services and Operating Expenditures	FY 19-20 Estimated Fees & Services - 7/1/2019 - 6/30/2020	<b>\$259.46</b>
10004495	1/17/2020	Republic Indemnity CO Of America	Cleared	\$1,483.60	3603-020-00	Worker Compensation Insurance	Workers Compensation Insurance	<b>\$1,483.60</b>
10004496	1/17/2020	San Diego Unified School District	Cleared	\$174.30	4700-020-47	School District Food	Special Program Billing for Dec 2019-Breakfasts	<b>\$174.30</b>
10004494	1/17/2020	Rachel Pomeroy	Cleared	\$1,414.10	3403-020-00	Health & Welfare Benefits	REIMB: Health Expenses	<b>\$1,414.10</b>
10004493	1/17/2020	Hector Lopez	Cleared	\$241.68	5610-020-00	Equipment Repair	Bus Oil & Filter Change	<b>\$241.68</b>
10004502	1/21/2020	Natasha Starbuck-Smith	Cleared	\$1,481.25	5810-020-00	Educational Consultants	Performing Arts Teacher 1/13-1/17/2020	<b>\$681.25</b>
					5810-020-00	Educational Consultants	Performing Arts Teacher 1/6-1/10/2020	<b>\$800.00</b>
10004506	1/24/2020	Tori Dahlberg	Cleared	\$50.30	4315-020-00	Classroom Materials and Supplies	REIMB: Science Project	<b>\$50.30</b>
10004507	1/24/2020	Hatch & Cesario, Attorneys-at-Law	Outstanding	\$300.00	5210-020-00	Training and Development Expense	Registration Fee-SPED Charter School Conference	<b>\$150.00</b>
					5210-020-00	Training and Development Expense	Registration Fee-SPED Charter School Conference	<b>\$150.00</b>
10004504	1/24/2020	Blue Shield of California	Cleared	\$1,856.45	3403-020-00	Health & Welfare Benefits	February 2020 health Insurance	<b>\$1,856.45</b>
10004503	1/24/2020	Amazon Capital Services	Cleared	\$50.65	4200-020-00	Books and Other Reference Materials	The hidden Oracle- Dominiques Class	<b>\$34.50</b>
					4300-020-00	Materials and Supplies	Vacuum Cleaner Bags	<b>\$16.15</b>
10004509	1/24/2020	Principal Life Insurance Company	Cleared	\$406.34	3403-020-00	Health & Welfare Benefits	Vision Insurance	<b>\$406.34</b>
10004510	1/24/2020	Specialized Therapy Services	Cleared	\$697.50	5810-020-65	Educational Consultants	APE< AT, PT, DHH710 & DHH 710 Virtual	<b>\$697.50</b>
10004511	1/24/2020	Ashleigh Turner	Outstanding	\$117.00	4315-020-00	Classroom Materials and Supplies	REIMB: Trout Tank Supplies	<b>\$117.00</b>
10004512	1/24/2020	Kylie Tromp	Cleared	\$300.00	5810-020-00	Educational Consultants	SOLUTION CENTER SUPPORT 1/14/20 - 1/23/20	<b>\$300.00</b>
10004505	1/24/2020	Bell Speech Pathology	Cleared	\$1,787.50	5810-020-65	Educational Consultants	SPL Sub for Pomeroy's Maternity	<b>\$1,787.50</b>
10004508	1/24/2020	NAEIR	Cleared	\$80.50	4315-020-00	Classroom Materials and Supplies	Nora's Class Easel pads & hihglighters	<b>\$80.50</b>

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10004514	1/24/2020	Villalva Trucking and Training	Cleared	\$600.00	5210-020-00	Training and Development Expense	Training Hours for Raul Reyes	<b>\$600.00</b>
10004513	1/24/2020	JulieTurner	Cleared	\$405.00	5810-020-00	Educational Consultants	Art Prep/Projects-Art TEacher 12/2,12/8, 12/16/19	<b>\$405.00</b>
<b>Total Check Amount</b>				<b>\$244,998.83</b>	<b>Total GL Amount</b>			<b>\$244,998.83</b>

Date: March 6, 2020

To: Charter School Directors/Business Managers

From: Kristin Armatis  
Senior Director  
Charter Schools

Re: 2019-20 Independent Auditor Selection Certification

Education Code Section 41020 requires charter schools to contract for an audit of their books and accounts by April 1<sup>st</sup> of each year. As a reminder, Education Code Section 41020 makes it “unlawful for a public accounting firm to provide audit services to a local educational agency if the lead audit partner, or coordinating audit partner has performed audit services for that local educational agency in each of the six previous fiscal years.” Additionally, the school is required to select the certified public accountants or licensed public accountants from a directory approved by the Controller, which is to be published no later than December 31<sup>st</sup> of each year. This directory of accountants can be accessed on the Controller’s web site at: <https://cpads.sco.ca.gov/>. Those charter schools contracting for multiple years will want to review the auditor selection process to ensure compliance with Education Code Section 41020.

Please return the certification letter to the County Office by **April 10, 2020** following action taken by your Board to award a 2019-20 audit contract. The certification can be completed online at: <https://forms.gle/wSbczavsutZJ2oXw5>

Please also send a complete copy of the board approved, executed audit contract to [charters@sdcoe.net](mailto:charters@sdcoe.net).

**Instructions for Schools with Continuing Contracts**

If you have a multi-year contract and have previously forwarded a copy to our office; you are not required to submit another copy *provided no amendments have since been made and the contract term has not exceeded five years*. In either instance, the enclosed “Independent Auditor Selection Certification Form” must be completed and forwarded annually.

Thank you for your cooperation.

KA: tm  
attachment

Charter School Name: Innovations Academy  
 CDS# 37-68338-118083  
 Contact name: Christine Kuglen  
 E-mail address: christine@innovationsacademy.org  
 Telephone #: 858-271-1414

Second Interim Report  
 Charter School  
 FY 2019-2020  
 For the Period July 1 2019 through January 31, 2020  
 Accrual Basis

Authorizing Agency: San Diego Unified School District  
 Financial Accounting Department  
 Charter Schools Accounting Office  
 Authorizing Agency Contact: Theresa Goody (tgoody@sandi.net)  
 Authorizing Agency Contact: Nadine Creer (ncreer@sandi.net)

Has board approved a revised budget? (check box below)  
 No.  
 Yes. (Enter board approved revision date below)  
 Revised Date: 12/3/2019

Description	Object Code	A	B	C	D	(A + C)	(B + D)	(E + H)	(G - E)
		Unrestricted Budget	Unrestricted Actuals through 01/31/20	Restricted Budget	Restricted Actuals through 01/31/20	E	F	G	H
<b>A. REVENUES (8000-8799)</b>									
1. Local Control Funding Formula (LCFF) Sources - (8011-8097)									
LCFF State Aid - Current Year (CY) (Res 0000)	8011	814,845	478,933			814,845	478,933	814,845	-
Education Protection Account State Aid (EPA) - CY (Res 1400)	8012	74,304	39,337			74,304	39,337	74,304	-
State Aid - Prior Years (LCFF State Aid and EPA) (Res 0000 and Res 1400)	8019								-
Transfers to Charter Schools in Lieu of Property Taxes - CY & PY (Res 0000)	8096	2,322,145	1,229,357			2,322,145	1,229,357	2,322,145	-
Other LCFF Transfers	8091, 8097								-
Total, LCFF Sources		3,211,294	1,747,627			3,211,294	1,747,627	3,211,294	-
2. Other State Revenues (8300-8599)									
State Special Education (Res 6500)	8792			194,165	113,116	194,165	113,116	194,165	-
State Special Education Mental Health Services (Res 6512)	8590			33,964		33,964		33,964	-
Mandate Block Grant (Res 0000)	8550	6,589	6,632			6,589	6,632	6,632	43
After School Education and Safety (ASES) (Res 6010)	8677, 8590								-
Common Core Standards Implementation (Res 7405)	8590								-
Charter School Facility Grant Program (SB 740) (Res 6030)	8590								-
Lottery, Unrestricted (Res 1100)	8560	56,100	27,248			56,100	27,248	56,100	-
Lottery, Restricted - Prop 20 (Res 6300)	8560			19,691	2,894	19,691	2,894	19,691	-
Proposition 39 - California Clean Energy Jobs Act (Res 6230)	8590								-
Other State Revenues (All other resources not reported separately)	8300-8599	25	25	40,723	40,497	40,748	40,522	40,748	-
Total - Other State Revenues		62,714	33,905	288,543	156,507	351,257	190,412	351,300	43
3. Federal Revenues (8100-8299)									
ESEA (ESSA), Title I, Part A, Basic Grants Low-Income and Neglected (Res 3010)	8290			31,097	11,470	31,097	11,470	31,097	-
ESEA (ESSA): Title II, Part A, Improving Teacher Quality Program (Res 4035)	8290			6,770	7,373	6,770	7,373	7,373	603
ESEA (ESSA): Title III, Limited English Proficient Student Program (Res 4203)	8290								-
ESEA (ESSA): Title III, Immigrant Education Program (Res 4201)	8290								-
ESSA: 21st Century Learning Communities (Res 4124)	8290								-
ESSA: Title V, Part B, Public Charter Schools Grant Program (Res 4610)	8290								-
Fed SpEd, IDEA Basic Local Assistance Entitlement, Part B, Sec 611 (Res 3310)	8181			50,625		50,625		50,625	-
Fed Sp Ed, IDEA Mental Health Allocation Plan, Part B, Sec 611 (Res 3327)	8182								-
Child Nutrition - Federal (NSLP) (Res 5310 and others)	8220			2,474		2,474		2,474	-
Maintenance and Operations (Public Law 81-874) (Res 0000)	8110								-
Other Federal Revenues (All other resources not reported separately)	8100-8299			10,000	10,730	10,000	10,730	10,730	730
Total - Federal Revenues				100,966	29,573	100,966	29,573	102,299	1,333
4. Local Revenue (8600-8799)									
All Local Revenues	8600-8799	77,111	100,907			77,111	100,907	100,907	23,796
Total - Local Revenues		77,111	100,907			77,111	100,907	100,907	23,796
<b>5. TOTAL REVENUES</b>		<b>3,351,119</b>	<b>1,882,439</b>	<b>389,509</b>	<b>186,080</b>	<b>3,740,628</b>	<b>2,068,518</b>	<b>3,765,799</b>	<b>25,171</b>
<b>B. EXPENDITURES AND OTHER OUTGO (1000-7499)</b>									
1. Certificated Salaries									
Teachers' Salaries	1100	951,570	567,063	164,331	71,886	1,115,901	638,950	1,115,901	-
Pupil Support Salaries	1200			55,680	15,298	55,680	15,298	55,680	-
Supervisors' and Administrators' Salaries	1300	256,000	130,296		9,725	256,000	140,021	256,000	-
Other Certificated Salaries	1900			53,352	24,190	53,352	24,190	53,352	-
Total, Certificated Salaries		1,207,570	697,360	273,363	121,098	1,480,933	818,458	1,480,933	-
2. Classified Salaries									
Instructional Salaries	2100	469,708	289,570	87,454	45,309	557,162	334,879	557,162	-
Support Salaries	2200	44,210	26,874	57,750	33,995	101,960	60,869	101,960	-
Supervisors' and Administrators' Salaries	2300	74,000	43,167			74,000	43,167	74,000	-
Clerical and Office Salaries	2400	73,640	39,012	53,994	24,563	127,634	63,575	127,634	-
Other Classified Salaries	2900								-
Total, Classified Salaries		661,558	398,622	199,198	103,867	860,756	502,489	860,756	-

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Description	Object Code	A	B	C	D	(A + C)	(B + D)	(E + H)	(G - E)
		Unrestricted Budget	Unrestricted Actuals through 01/31/20	Restricted Budget	Restricted Actuals through 01/31/20	Total Budget	Total Actuals through 01/31/20	Projected EFB/NP (Higher of Budget or Actual)	Amount over Budget
<b>3. Employee Benefits</b>									
STRS	3101-3102	199,898	119,022	38,194	14,182	238,092	133,204	238,092	-
PERS	3201-3202					-	-	-	-
OASDI/Medicare (Social Security)	3301-3302	70,514	40,268	22,300	11,639	92,814	51,907	92,814	-
Health and Welfare Benefits	3401-3402	175,830	151,265	46,523	344	222,353	151,609	222,353	-
Unemployment Insurance	3501-3502	18,211	8,181	5,669	2,362	23,880	10,543	23,880	-
Workers' Compensation Insurance	3601-3602	23,364	13,591	5,907	(159)	29,271	13,431	29,271	-
OPEB, Allocated	3701-3702					-	-	-	-
OPEB, Active Employees	3751-3752					-	-	-	-
Other Employee Benefits	3901-3902					-	-	-	-
<b>Total, Employee Benefits</b>		<b>487,817</b>	<b>332,327</b>	<b>118,593</b>	<b>28,367</b>	<b>606,410</b>	<b>360,694</b>	<b>606,410</b>	<b>-</b>
<b>4. Books and Supplies</b>									
Approved Textbooks and Core Curricula Materials	4100	3,500	1,490			3,500	1,490	3,500	-
Books and Other Reference Materials	4200	10,937	2,126	63	386	11,000	2,512	11,000	-
Materials and Supplies	4300	43,984	15,111	19,691	12,022	63,675	27,133	63,675	-
Non-capitalized Equipment	4400	48,333	30,378	13,664	14,095	61,997	44,473	61,997	-
Food (Food used in food-service activities for which the purpose is nutrition)	4700			3,700	1,048	3,700	1,048	3,700	-
<b>Total, Books and Supplies</b>		<b>106,754</b>	<b>49,105</b>	<b>37,118</b>	<b>27,552</b>	<b>143,872</b>	<b>76,657</b>	<b>143,872</b>	<b>-</b>
<b>5. Services and Other Operating Expenditures</b>									
Subagreements for Services	5100					-	-	-	-
Travel and Conferences	5200	13,230	7,110	6,770	11,741	20,000	18,851	20,000	-
Dues and Memberships	5300	3,500	2,568			3,500	2,568	3,500	-
Insurance	5400	30,000	23,623			30,000	23,623	30,000	-
Operations and Housekeeping Services	5500	14,000	6,454			14,000	6,454	14,000	-
Rentals,Leases,Repairs,and Noncapitalized Improvements	5600	169,791	103,412			169,791	103,412	169,791	-
Transfer of Direct Costs ( <b>MUST net to zero</b> )	5700					-	-	-	-
Prof/Consulting Srvcs and Operating Expend ( <b>Include District Oversight</b> )	5800	355,542	129,843	47,556	35,118	403,098	164,961	403,098	-
Communications	5900	8,000	3,023		25	8,000	3,047	8,000	-
<b>Total, Services and Other Operating Expenditures</b>		<b>594,063</b>	<b>276,033</b>	<b>54,326</b>	<b>46,883</b>	<b>648,389</b>	<b>322,916</b>	<b>648,389</b>	<b>-</b>
<b>6. Capital Outlay</b>									
Depreciation Expense (See Sections G.9 & F.2.a)	6900	15,000	4,167			15,000	4,167	15,000	-
<b>Total, Capital Outlay</b>		<b>15,000</b>	<b>4,167</b>	<b>-</b>	<b>-</b>	<b>15,000</b>	<b>4,167</b>	<b>15,000</b>	<b>-</b>
<b>7. Other Outgo</b>									
Tuition to Other Schools ( <b>Include contributon to unfunded cost of Sp Ed.</b> )	7110-7143					-	-	-	-
Transfers of Pass-Through Revenues to Other LEAs	7211-7213					-	-	-	-
Transfers of Apportionments to Other LEAs - Spec Ed and All Others	7221-7223					-	-	-	-
All Other Transfers	7280-7299					-	-	-	-
Transfers of Indirect Costs ( <b>MUST net to zero</b> )	7300-7399					-	-	-	-
Debt Service - Interest	7430-7439					-	-	-	-
<b>Total, Other Outgo</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>8. TOTAL EXPENDITURES</b>		<b>3,072,762</b>	<b>1,757,613</b>	<b>682,598</b>	<b>327,768</b>	<b>3,755,360</b>	<b>2,085,381</b>	<b>3,755,360</b>	<b>-</b>
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		<b>278,357</b>	<b>124,825</b>	<b>(293,089)</b>	<b>(141,688)</b>	<b>(14,732)</b>	<b>(16,863)</b>	<b>10,440</b>	
<b>D. OTHER FINANCING SOURCES/USES (7600-7699, 8930-8999)</b>									
1. All Other Financing Sources	8930-8979					-	-	-	-
2. Other Uses	7630-7699					-	-	-	-
3. Contributions between unrestricted and restricted accounts ( <b>MUST net to zero</b> ) ( <b>Include contribution to the unfunded cost of Special Education</b> )	8980-8999	(281,731)	(141,690)	281,731	141,690	-	-	-	-
<b>4. TOTAL OTHER FINANCING SOURCES/USES</b>		<b>(281,731)</b>	<b>(141,690)</b>	<b>281,731</b>	<b>141,690</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

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Description	Object Code	A	B	C	D	(A + C)	(B + D)	(E + H)	(G - E)
		Unrestricted Budget	Unrestricted Actuals through 01/31/20	Restricted Budget	Restricted Actuals through 01/31/20	E	F	G	H
E. NET INCREASE (DECREASE) IN FUND BALANCE/NET POSITION (C + D.4.)		(3,374)	(16,865)	(11,358)	2	(14,732)	(16,863)	10,440	
F. FUND BALANCE/NET POSITION (Budget and Actuals <b>MUST</b> match) (F.1.a-b)									
1. Beginning Fund Balance/Net Position									
a. July 1 (MUST match EFB/Net Position of PY Unaudited Actuals, Section F.2)	9791	2,186,491	2,186,491	11,358	11,358	2,197,848	2,197,848	2,197,848	
b. Adjustments/Restatements	9793, 9795	-	-	-	-	-	-	-	
c. Adjusted Beginning Fund Balance/Net Position		2,186,491	2,186,491	11,358	11,358	2,197,848	2,197,848	2,197,848	
<b>2. Projected Ending Fund Balance/Net Position, June 30 (E + F.1.c.)</b>	See cell M126	<b>2,183,117</b>	<b>2,169,626</b>	<b>(0)</b>	<b>11,359</b>	<b>2,183,117</b>	<b>2,180,985</b>	<b>2,208,288</b>	
Components of Ending Net Position									
a. Net Investment in Capital Assets (See Sections B.6 and G.9)	9796		109,995				109,995		
b. Restricted Net Position	9797				11,359		11,359		
c. Unrestricted Net Position	9791		2,059,631		-		2,059,631		
G. ASSETS									
1. Cash									
In County Treasury	9110		1,377,968				1,377,968		
Fair Value Adjustment to Cash in County Treasury	9111						-		
In Banks	9120		746,754		11,359		758,113		
In Revolving Fund	9130						-		
With Fiscal Agent/Trustee	9135						-		
Collections Awaiting Deposit	9140						-		
2. Investments	9150						-		
3. Accounts Receivable	9200		588				588		
4. Due From Grantor Government	9290		30,072				30,072		
5. Due From Other Funds	9310						-		
6. Stores	9320						-		
7. Prepaid Expenditures (Expenses)	9330		22,500				22,500		
8. Other Current Assets	9340						-		
9. Capital Assets (See Sections B.6 & F.2.a)	9400-9489		109,995				109,995		
10. Total Assets			2,287,877		11,359		2,299,236		
H. DEFERRED OUTFLOWS OF RESOURCES									
1. Deferred Outflows of Resources	9490						-		
2. Total Deferred Outflows			-		-		-		
I. LIABILITIES									
1. Accounts Payable	9500		60,505				60,505		
2. Due to Grantor Government	9590		57,746				57,746		
3. Due to Other Funds	9610						-		
4. Current Loans	9640						-		
5. Deferred Revenue	9650						-		
6. Long-term Liabilities	9660-9669						-		
7. Total Liabilities			118,251		-		118,251		
J. DEFERRED INFLOWS OF RESOURCES									
1. Deferred Inflows of Resources	9690						-		
2. Total Deferred inflows of Resources			-		-		-		
K. ENDING FUND BALANCE/NET POSITION, January 31, 2020									
1. Ending Fund Balance/Net Position (G10+H2-I7-J2) (MUST agree with F.2)			2,169,626		11,359		2,180,985		



# Innovations Academy

Powerfully creating our lives through self-expression, compassionate connection, and purposeful learning

## **Innovations Academy Paid Parental Leave**

IA shall provide up to eight (8) weeks of Paid Parental Leave to all regular, full-time, and salaried employees following the birth of an employee's child, or the placement of a child with an employee in connection with adoption or foster care. Temporary, substitute, part-time, and hourly employees, as well as interns, are not eligible for Paid Parental Leave.

The purpose of Paid Parental Leave is to provide all employees with the opportunity to bond with their child following the child's birth, adoption or foster care placement. This policy runs concurrently with Family Medical Leave Act (FMLA), Pregnancy Disability Leave (PDL) and California Family Rights Act (CFRA), as applicable.

Paid Parental Leave must be taken within twelve (12) weeks of the child's birth, adoption, or placement in foster care with the employee. Paid Parental Leave may not be used or extended beyond this twelve (12) week period. Paid Parental Leave must be taken in one (1) continuous period. Absent extenuating circumstances as determined by IA, the School requires a minimum of thirty (30) days' notice for requests to take Paid Parental Leave.

In cases of multiple births, adoptions or placements (e.g. the birth of twins or adoption of siblings), the eight (8) week amount of Paid Parental Leave does not increase. Similarly, if both parents of the child are employed by the School, the parents, collectively, shall only be entitled to eight (8) weeks of Paid Parental Leave and may elect to distribute that time between them as appropriate.

If a holiday occurs while an employee is on Paid Parental Leave, the holiday will be charged to holiday pay (if applicable to the employee) and will not extend the total Paid Parental Leave entitlement.

Upon termination of employment, any unused Paid Parental Leave will not be paid out to an employee.

IA reserves the right to interpret, change, alter, and/or discontinue this policy.

(2019-20 school year)



# Innovations Academy

Powerfully creating our lives through self-expression, compassionate connection and purposeful learning

## **FREE AND REDUCED PRICE MEAL PROGRAM**

The Director or designee shall ensure that Innovations Academy's application form for free and reduced-price meals and related materials include the statements specified by law. Innovations Academy's application packet shall include all required notifications and information.

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available in the front office throughout the school year. An application form and related information shall also be provided whenever a new student is enrolled.

The online application form shall require completion of only those questions necessary for determining eligibility and contain clear instructions for families that are homeless or migrant.

### **Eligibility**

The Director or designee shall determine students' eligibility for the free and reduced-price meals program based on the legally specified criteria made available by the California Department of Education.

When authorized by law, participants in other federal or state programs may be directly certified, without further application, for enrollment in the free and reduced-price meals program.

### **Verification of Eligibility**

Not later than November 15 of each year, the Director or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the specified sample sizes and procedures.

If the review indicates that the initial eligibility determination is correct, the Director or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Director or designee shall:

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse

action as described below

3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If any household is to receive a reduction or termination of benefits as a result of verification activities, or if the household fails to cooperate with verification efforts, the Director or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file at the school site the reasons for ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of:

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

### **Confidentiality/Release of Records**

The Director designates the following employee(s) to use individual records pertaining to student participation in the free and reduced-price meals program for the purpose of disaggregation of academic achievement data or for the identification of students who are eligible for alternative supports in a Title I program improvement school:

Assessment and Accountability Coordinator, Office Manager, Meal Program Manager

In using the records for such purposes, the Director or designee shall ensure that:

1. No individual indicators of participation in the free and reduced-price meals program are maintained in the permanent records of any student if not otherwise allowed by law.
2. Information regarding individual student participation in the free and reduced-price meals program is not publicly released.
3. All other confidentiality provisions required by law are met.
4. Information collected regarding individual students certified to participate in the free and reduced-price meals program is destroyed when no longer needed for its intended purpose.

## **Nondiscrimination Plan**

The school's plan for students receiving free or reduced-price meals shall ensure the following:

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or for milk.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.

When more than one lunch, breakfast, or type of milk is offered, students receiving FR meals shall have the same choice of meals or milk as is available to those students who pay the full price.

## **Prices**

The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast.

SDUSD Immunization Information  
Prepared by Stephen Rosen December 8, 2019

Please include this information into the next Board meeting packet.

Per our discussion at the last Board meeting, I have compiled some information that may help in developing our policy as it relates to IA immunization requirements.

- Immunization information is located at the district website at <https://www.sandiegounified.org/tdap> .
- Contact information for the Nursing and Wellness Program is located at <https://www.sandiegounified.org/contact-us-9>.

**Other links:**

**SB-277**

[https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201520160SB277](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB277)

**California Health and Safety Code sections 120325-120375**

[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=HSC&division=105.&title=&part=2.&chapter=1.&article](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=105.&title=&part=2.&chapter=1.&article)

**Charter Schools Act of 1992 (“Charter Schools Act”)**

[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=EDC&division=4.&title=2.&part=26.8.&chapter=1.&article=](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=EDC&division=4.&title=2.&part=26.8.&chapter=1.&article=)

SDUSD in response to my query regarding SDUSD immunization policy – yellow highlight by me:

*SDUSD follows the California Health and Safety Code sections 120325-120375, which delineate the vaccines required for preschool and grades K-12. **Our policy is ‘no shots, no school’.** Students are to be up to date on all required immunizations upon enrollment, have a valid medical exemption, or be grandfathered in under their pre-SB 277 philosophical exemption. Under the federal McKinney-Vento Homeless Assistance Act, students who are homeless or in foster care are permitted to enroll without proof of immunizations. Students who are homeless have 30 days to provide documentation; students who are in foster care are allotted 4 days. Under the Military Interstate Compact (MIC3), students who are military dependents, coming from out of state, are given 30 days to be brought up to CA Immunization requirements.*

*Immunizations are checked upon first entry to school, at TK/Kindergarten, at transfer to a new school, and at entry to 7th grade to ensure the current legal requirements are met.*

*If a student is found to be deficient in immunizations after enrollment, **the family is given 10 school days to provide documentation before being excluded from school until the requirement is met.***

*We direct your attention the Charter Schools Act of 1992 (“Charter Schools Act”) as set forth in California Education Code 47600 et seq. As stated in California Education Code section 47607, a charter school may be subject to notification of a violation of a law, **denial of its charter renewal,***

***and/or revocation of its charter. SDUSD does not have separate policies beyond those set forth in the Charter Schools Act with regard a charter school's violation of a law. Rather, SDUSD's chartering authority extends to all applicable laws with regard to oversight duties of its charter schools.***

***To the extent a charter school allows students to attend its program without the required immunizations, outside of applicable exemptions, we believe the charter school would be in violation of current applicable law, i.e. the California Health and Safety Code sections 120325-120375. My understanding is that this information was communicated to the Innovations Academy administration and governing board representative during SDUSD's annual site visit on December 13, 2018, and written report on December 5, 2019.***

NOTE: as of the Board meeting and this writing, we had not received the SDUSD written report of SDUSD annual site visit from December 2018.

I asked about individual liability for staff and Board members:

***The consequences that may be imposed by SDUSD are limited to its chartering authority. We suggest contacting the County of San Diego Health and Human Services Agency as to other possible ramifications. In addition, we suggest that your questions about liability of Innovations Academy staff and/or board members that may result from third party lawsuits brought by another student, staff, parent, etc. be addressed to the school's counsel for a legal opinion.***

***In sum, SDUSD has not delineated specific consequences for a charter school's violation of each law that it is required to comply with beyond those described in the Charter Schools Act. With regard to immunizations requirements, SDUSD includes monitoring of charter schools' compliance as part of its oversight duties, however, as an independently-operated local educational agency, Innovations Academy is ultimately responsible for its violations of applicable laws and any resulting liabilities.***

***The SDUSD written report was emailed to Christine Kuglen on Wednesday, December 4, 2019***



# Innovations Academy

Powerfully creating our lives through self-expression, compassionate connection, and purposeful learning

Per [California Health and Safety Code, Sections 120325-120375](#) children in California are required to receive certain immunizations in order to attend public and private elementary and secondary schools, child care centers, family day care homes, nursery schools, day nurseries, and developmental centers (pre-kindergarten facilities).

Schools are required by law to enforce immunization requirements, maintain immunization records of all children enrolled, and submit reports.

Innovations Academy will admit only those children who (a) have all required immunizations; (b) are not currently due for any immunizations but have doses due later (conditional admission); or (c) fit in one of the “Other” categories and do not have all required immunizations and do not meet criteria for conditional admission, including a temporary medical exemption.

California schools are required:

- to check immunization records for all new student admissions at TK /Kindergarten through 12th grade and all students advancing to 7th grade before entry.
- Students entering 7th grade who had a personal beliefs exemption on file must meet the requirements for TK/K-12 and 7th grade.
- To UNCONDITIONALLY ADMIT a pupil whose parent or guardian has provided documentation of any of the following for each immunization required for the pupil’s age or grade as defined in table above:
  - • Receipt of immunization.
  - • A permanent medical exemption in accordance with 17 CCR section 6051.
  - • A personal beliefs exemption (filed in CA prior to 2016) in accordance with Health and Safety Code section 120335; this is valid until enrollment in the next grade span, typically at TK/K or 7th grade.

To CONDITIONALLY ADMIT any pupil who lacks documentation for unconditional admission if the pupil has:

- Commenced receiving doses of all the vaccines required for the pupil’s grade and is not currently due for any doses at the time of admission or
- A temporary medical exemption from some or all required immunizations (17 CCR section 6050).

Note: Continued attendance after conditional admission is contingent upon documentation of receipt of the remaining required immunizations.

The school shall:

- review records of any pupil admitted conditionally to a school at least every 30 days from the date of admission,



# Innovations Academy

- inform the parent or guardian of the remaining required vaccine doses until all required immunizations are received or an exemption is filed, and
- update the immunization information in the pupil's record.

For a pupil transferring from another school in the United States whose immunization record has not been received by the new school at the time of admission, the school may admit the child for up to 30 school days. If the immunization record has not been received at the end of this period, the school shall exclude the pupil until the parent or guardian provides documentation of compliance with the requirements.

- See [shotsforschool.org](http://shotsforschool.org) for more information.