THE O'FARRELL CHARTER SCHOOL

AN AVID NATIONAL DEMONSTRATION SCHOOL

Board of Directors
AGENDA
May 11, 2015

Closed Session: 5:00 p.m. – 5:30 p.m.
Public Session: 5:30 p.m. – 7:00 p.m.

I. CALL TO ORDER

II. CLOSED SESSION

1. **In accordance with Government Code Section 54957, the Board will meet in closed session to consider: PERSONNEL MATTERS – [None]**
2. **In accordance with Government Code Section 54956.8, the Board will meet in closed session to consider: REAL ESTATE MATTERS**
3. **In accordance with Government Code Section 54957.6, the Board will meet in closed session to consider: SALARY AND HEALTH AND WELFARE MATTERS**
4. **The Board will meet in closed session to consider: PUBLIC EMPLOYEE EVALUATION – Principal/Superintendent**

RECONVENE TO OPEN SESSION

III. ACTION ITEMS CONSIDERED IN CLOSED SESSION

IV. PLEDGE OF ALLEGIANCE

V. PRESENTATION

1. After School Choir

VI. PUBLIC COMMENT

Anyone may address the Board for up to three minutes on any item. The public commentary period preceding the formal agenda shall be limited to a total of 15 minutes. Please submit a "Request to Address the Board" slip to the Board chairperson. The Board Chair will call you forward at the appropriate time.

VII. APPROVAL OF AGENDA

Principal/Superintendent's Recommendation: Approve Agenda.

Moved by_____ Seconded by_____ Vote_____

VIII. DISCUSSION ITEMS

1. Principal/Superintendent Announcements ..... **Page 5**
2. Charter Vision Board Report ..... **Page 9**
3. High School Block Schedule (no handouts)

IX. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

All items listed under the Consent Calendar are considered by the Board in one action. **There will be no discussion of these items** prior to the time the Board votes on the motion, unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

1. Approval of Minutes from the April 11, 2015 Board of Directors meeting ..... **Page 16**
2. Approve/ratify recommended actions on the personnel activity list ..... **Page 19**
3. Approve/ratify check registers ..... **Page 20**

Principal/Superintendent's Recommendation: Approve Consent Calendar.

Moved by_____ Seconded by_____ Vote_____

X. ACTION ITEMS

1. Adopt Board Policy #1002 – Megan's Law Policy ..... **Page 27**

   Principal/Superintendent's Recommendation: Approve Action Item 1

   Moved by_____ Seconded by_____ Vote_____

2. Amend the additions/changes/updates for the 2015-2016 Staff Handbook..... **Page 29**

   Principal/Superintendent's Recommendation: Approve Action Item 2

   Moved by_____ Seconded by_____ Vote_____

3. Approve a 3 % Cost-of-Living Adjustment (COLA) increase and a 1% off-schedule increase paid out in November 2015, for all employees at The O'Farrell Charter Schools and Ingenuity Charter School for the 2015-2016 school year..... **Page 30**

   Principal/Superintendent's Recommendation: Approve Action Item 3

   Moved by_____ Seconded by_____ Vote_____

4. Award the renewal of our Health/Dental/Vision/LTD/Life Insurance Package to DBS Arthur J. Gallagher & Co. for the 2015-2016 school year with a proposed $6,757.00 increase..... **Page 37**

   Principal/Superintendent's Recommendation: Approve Action Item 4

   Moved by_____ Seconded by_____ Vote_____

5. Approve the updated three-year Local Control and Accountability Plan (LCAP) Draft for The O'Farrell Charter School..... **Page 39**

   Principal/Superintendent's Recommendation: Approve Action Item 5

   Moved by_____ Seconded by_____ Vote_____

6. Approve the preliminary 2015-2016 budget for The O'Farrell Charter School ..... **Page 112**

   Principal/Superintendent's Recommendation: Approve Action Item 6

   Moved by_____ Seconded by_____ Vote_____

7. Approve the updated three-year Local Control and Accountability Plan (LCAP) Draft for Ingenuity Charter School..... **Page 114**

   Principal/Superintendent's Recommendation: Approve Action Item 7

   Moved by_____ Seconded by_____ Vote_____

8. Approve the preliminary 2015-2016 budget for Ingenuity Charter School..... **Page 143**

   Principal/Superintendent's Recommendation: Approve Action Item 8

   Moved by_____ Seconded by_____ Vote_____

9. Award the agreement for the 9th Grade Retreat for September 16- 18, 2015 in the amount not to exceed of $17,500 to YMCA Camp Marston..... **Page 145**

   Principal/Superintendent's Recommendation: Approve Action Item 9

   Moved by_____ Seconded by_____ Vote_____

10. Ratify the Retail Lease Agreement between Market Street Partners, LLC and The O'Farrell Charter Schools to commence on May 8, 2015 and ending on July 20, 2019 with one extension of five years for the period of August 1, 2019 through July 30, 2024 at 342 N. Euclid Avenue, Bldg. 4. ..... **Page 146**

    Principal/Superintendent's Recommendation: Approve Action Item 10

    Moved by_____ Seconded by_____ Vote_____

11. Award the contract to support the operations of Family Support Services for 2015-2016 in the amount not to exceed $91,625 to the County of San Diego; and

    Award the contract to provide services to add an additional advocate on campus to enhance O'Farrell Charter School's achievement in the amount not to exceed $27,518.12 to Social Advocates for Youth (SAY)..... **Page 198**

    Principal/Superintendent's Recommendation: Approve Action Item 11

    Moved by_____ Seconded by_____ Vote_____

XI. ROUNDTABLE

XII. ADJOURNMENT

NOTICES

The next regular meeting of The O'Farrell Charter Schools Board of Directors will be June 8, 2015 at 5:30 p.m.

The O'Farrell Charter School does not discriminate on the basis of disability in the admission or access to, or treatment in employment in its programs or activities. Jonathan Dean, Principal/Superintendent, has been designated to receive requests for disability-related

modifications or accommodations in order to enable individuals with disabilities to participate in The O'Farrell Charter School's open and public meetings. Please notify Jonathan Dean at (619) 263-3009, extension 2202 seventy-two (72) hours prior to disability accommodations being needed in order to participate in the meeting.

From time-to-time writings that are public records, which are related to open session items on an agenda for a regular meeting, may be distributed to school board members after the posting of the agenda. Whenever this occurs, such writings will be available for public inspection in the office of the Principal/Superintendent at 6130 Skyline Drive, San Diego, CA 92114

Certification of Posting

I, Jonathan Dean, Principal/Superintendent, hereby certify that I posted this agenda on Friday, May 8, 2015 at 3 p.m.

When conducting a Teleconference Board of Directors meeting, all board members are required to post this agenda at their location.

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: May 11, 2015
Discussion Item 1
Principal/Superintendent Announcements

Student Demographics in PowerSchool as of May 4, 2015:

Ethnicity	YOK/K	1	2	3	4	5	6	7	8	9	10	11	T
American Indian or Alaska Native	0	0	0	0	0	0	0	1	0	0	0	0	1
Asian	8	5	2	8	11	6	49	49	51	31	30	26	276
Native Hawaiian/Other Pac Islander	2	0	0	0	0	0	1	3	0	0	0	2	8
Black or African American	12	11	13	10	12	18	42	44	48	25	17	20	274
White	3	1	0	0	1	1	3	4	0	4	0	1	18
Hispanic/Latino	37	25	34	29	29	29	145	114	138	91	49	42	765
Two or More Race Categories	3	3	1	2	4	4	14	14	12	4	2	3	66
Unspecified	0	0	0	0	0	0	0	1	1	0	0	0	2
Totals	65	45	50	49	57	58	254	230	250	155	98	94	1405

Softball Field
A check has been issued to the San Diego Unified School District in the amount of $700,000 for the construction of the softball field.

AED – Automated External Defibrillator
San Diego Project Heartbeat in association with the Eric Paredes Foundation and the City of San Diego donated a AED to O'Farrell.

It is a portable electronic device that automatically diagnoses the life-threatening cardiac arrhythmias of ventricular fibrillation and ventricular tachycardia in a patient,[1] and is able to treat them through defibrillation, the application of electrical therapy which stops the arrhythmia, allowing the heart to reestablish an effective rhythm.

With simple audio and visual commands, AEDs are designed to be simple to use for the layperson, and the use of AEDs is taught in many first aid, certified first responder, and basic life support (BLS) level cardiopulmonary resuscitation (CPR) classes.[2]

Good Samaritan laws offer legal protection to people who give reasonable assistance to those who are injured, ill, in peril, or otherwise incapacitated.

ENROLLMENT NUMBERS:

	Students in PowerSchool		Accepted	Waiting List
YOK	21		15	0
Kinder	44		51	42
1	45		56	21
2	50		57	25
3	49		57	33
4	57		69	46
5	58		67	20
6	254		208	0
7	230		309	0
8	250		258	0
9	155		169	51
10	98		149	27
11	94		98	15
12			94	5
	1405		**1657**	**228**

A Parent's Gratitude

Hi Principal Cuttitta, My name is Hazael Lopez and I am the father of Jessica Lopez who is a 7th grader at O'Farrell Middle School. The reason I am writing this email is to inform you how much I appreciate Jessica's homeroom teacher Mr. Cameron Hord. My daughter Jessica initially had a good 1st semester, however, has not been having a good 2nd semester this year. Approximately a month ago, I met with Mr. Hord and asked him to assist me with ideas as to how to improve my daughter's grades. Mr. Hord provided my daughter with a daily behavior form to have signed by all of her teachers and bring back home. The daily behavior chart has been very useful to monitor my daughter's homework and assignments. Mr. Hord also assisted in enrolling my daughter in the after school homework club. In addition, Mr. Hord emailed all of my daughter's teachers and arranged a meeting to discuss Jessica's performance in their classes. As of now, I have met with Ms. Su, Ms. Bergman, Ms. Lopez, Mr. Delaney and have developed a plan to assist Jessica improve her grades. I am confident that my daughter's grades will improve by the end of this year. Again, I want to recognize Mr. Hord for keeping in contact with me through email at least once a week regarding my daughter's progress. We are blessed to have a teacher that cares so much about my daughter's improvement. Mr. Hord, thank you again for your help this semester. Hazael Lopez

Elementary School Update

Mind Treasures, a non-profit organization that teaches financial literacy to elementary level students, has been conducting classes in our 3rd and 5th grade this past semester. Wednesday May 6, these classes celebrated their graduation form the program and received a certificate of accomplishment from Shirley Weber.

We are celebrating students who have met their "Accelerated Reading" reading goals and rewarded over 100 students on Friday May 8 with an ice cream social.

We have started a garden on the elementary campus and students have been learning about healthy food choices and how their actions affect the environment.

May 27, we have our kindergarten round-up, in which new students and parents in K and TK are invited to school to meet their teacher and receive information about the upcoming school year.

Students are currently working on digital portfolios for the end of the school year. Every student in elementary school presents a portfolio exhibition.

Middle School Update

1. May 12-Jump Carnival (Fundraiser Prize)
2. May 14-8th Grade CST/CMA Test
3. May 18-21-6th Grade ELA/Math SBAC
4. May 26-29-7th & 8th Grade ELA/Math SBAC Test
5. May 29-College Shirt Day
6. June 3 & 10-8th Grade Exhibitions
7. June 8-12-6th Grade Camp
8. June 11-8th Grade Knott's Berry Farm
9. June 18 -8th Grade Promotion & Last Day of School

High School Update:

1. College Fair - April 28
2. AP Exams - May 5-14
3. Spirit Week - May 18-22
4. Spring Musical: Hairspray - May 21-23
5. Junior Prom - May 30
6. Parent Night - June 3
7. Talent Show - June 5

Ingenuity Charter School April developments:

- Online application became active
- CDS code received
- Contracted with Edgenuity for 35 courses 30 concurrent licenses
- Begin pre enrolling students
- Signed contract for Kyjeet MiFi
- Hired Clerk state date May 3
- Hired 2 teachers start dates of May 18 and June 1

- Proposed floor plans
- ID creator ordered/received
- Furniture Ordered
- Distributed marketing and promo materials
- Course offering list created
- Oasis calendar and Master Agreement set up
- Demo Schoology
- Develop Assignment and Work record form through Oasis
- Auditor approval on all compliance documents
- Classroom books Ordered
- Completed budget for 2015-2016 and LCAP for board review
- Main phone line set up at room 115

May Focus

- Develop Assignment and Work record
- Tenant Improvements at Euclid
- Bring student handbook, LCAP and Budget to Board for review
- Contract with Schoology
- Develop agreement with Elem Institute of Science
- Permitting for Euclid
- Begin curriculum alterations in Edgenuity
- Create Art 1 and Art 2 as A-G course -Crivello
- Develop Enrollment/Disenrollment process
- SDUSD Board meeting Euclid
- Tech Plan creation
- Safety Plan creation
- Create Board policy for # minutes engaged in Educational activity
- Develop Orientation Plan
- Create Individual Learning Plan document
- Create classroom move in list
- Inventory Books and Technology
- Contract with Schoology as LMS

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: May 11, 2015
Discussion Item 2
Charter Vision Board Report

For the period beginning in July 1, 2014 through April 30, 2015

Balance Sheet Summary

CharterVision®

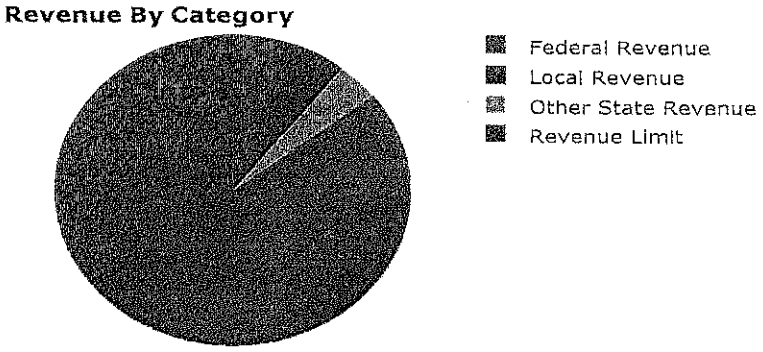
Liquidity Ratio	

Assets	
Current Assets	
Cash	$6,640,734
Accounts Receivables	$8,464
Prepaid Expenses	$110,551
Other Current Assets	$2,718
Total Current Assets	*$6,762,468*
Fixed Assets	
Land	$89,935
Buildings and Improvements	$48,311
Computer Equipment	$30,173
Furniture and Fixtures	$31,405
Construction in Progress	$1,847,300
Transportation Equipment	$46,141
Accumulated Depreciation	($102,447)
Total Fixed Assets	*$1,990,819*
Other Assets	
Total Other Assets	*$0*
Total Assets	*$8,753,286*
Liabilities and Net Assets	
Current Liabilities	
Accounts Payable	$58,546
Accrued Salaries, Payroll Taxes, Postemployment Benefits	$19,285
Deposits held on behalf of other employees	$312,763
Total Current Liabilities	*$390,595*
Long Term Liabilities	
Total Long Term Liabilities	*$0*
Total Liabilities	*$390,595*
Net Assets	
Restricted Net Assets	$245,284
Unrestricted Net Assets	$6,651,543
Profit/Loss YTD	$1,465,864
Total Net Assets	*$8,362,691*
Total Liabilities and Net Assets	*$8,753,286*

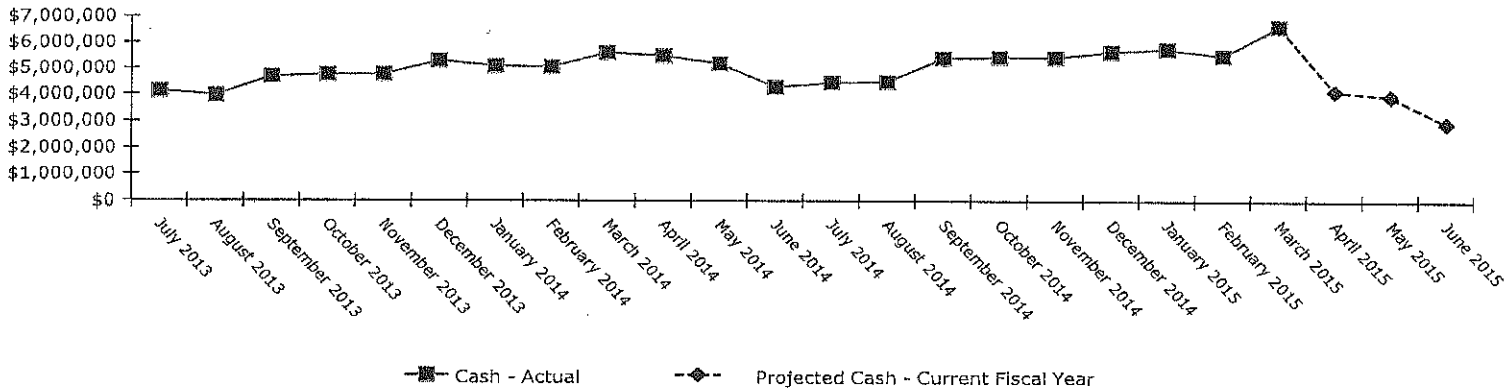
CharterVision®

Revenue By Category

Account Group	Description	Total	Percent
800	Revenue Limit	$7,327,635.00	85.58%
820	Federal Revenue	$417,820.00	4.88%
840	Other State Revenue	$336,154.76	3.93%
870	Local Revenue	$480,474.11	5.61%
	Total:	**$8,562,083.87**	



CharterVision® Monthly Book Balance Over Time



	Cash Amount	Actual or Projected
July 2013	$4,117,862.72	Actual
August 2013	$3,935,026.43	Actual
September 2013	$4,671,615.83	Actual
October 2013	$4,747,422.71	Actual
November 2013	$4,757,424.86	Actual
December 2013	$5,283,491.78	Actual
January 2014	$5,079,742.49	Actual
February 2014	$5,043,357.78	Actual
March 2014	$5,601,966.75	Actual
April 2014	$5,480,905.49	Actual
May 2014	$5,169,834.77	Actual
June 2014	$4,262,967.39	Actual

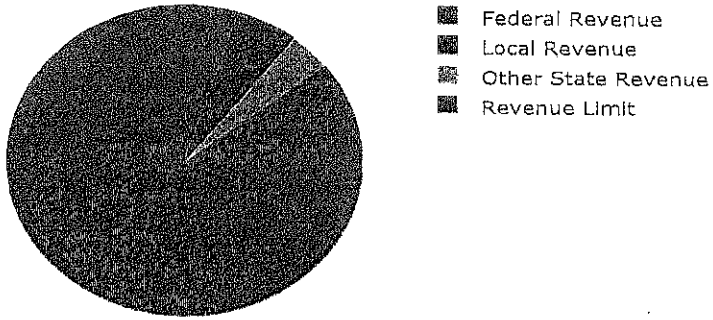
	Cash Amount	Actual or Projected
July 2014	$4,434,927.59	Actual
August 2014	$4,479,387.83	Actual
September 2014	$5,404,768.75	Actual
October 2014	$5,437,952.47	Actual
November 2014	$5,429,737.96	Actual
December 2014	$5,665,195.13	Actual
January 2015	$5,761,392.18	Actual
February 2015	$5,502,621.43	Actual
March 2015	$6,640,734.48	Actual
April 2015	$4,125,000.00	Projected
May 2015	$3,950,150.00	Projected
June 2015	$2,950,150.00	Projected

CharterVision®

Revenue By Category

Account Group	Description	Total	Percent
800	Revenue Limit	$7,327,635.00	85.58%
820	Federal Revenue	$417,820.00	4.88%
840	Other State Revenue	$336,154.76	3.93%
870	Local Revenue	$480,474.11	5.61%
	Total:	**$8,562,083.87**	

Revenue By Category

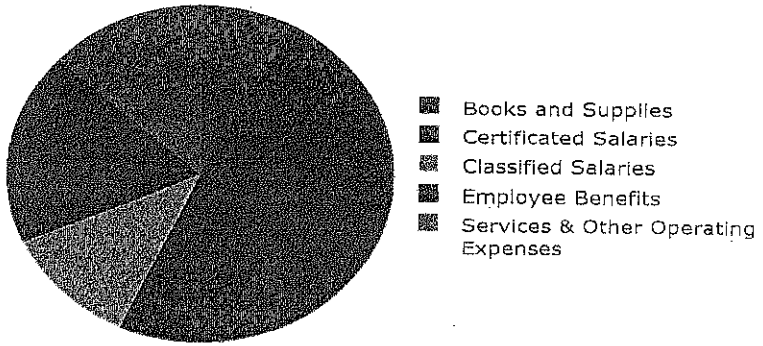


CharterVision®

Expenses By Category

Account Group	Description	Total	Percent
100	Certificated Salaries	$3,478,984.70	49.03%
200	Classified Salaries	$821,056.36	11.57%
300	Employee Benefits	$1,320,732.17	18.61%
400	Books and Supplies	$543,543.44	7.66%
500	Services & Other Operating Expenses	$931,903.34	13.13%
	Total:	**$7,096,220.01**	

Expenses By Category



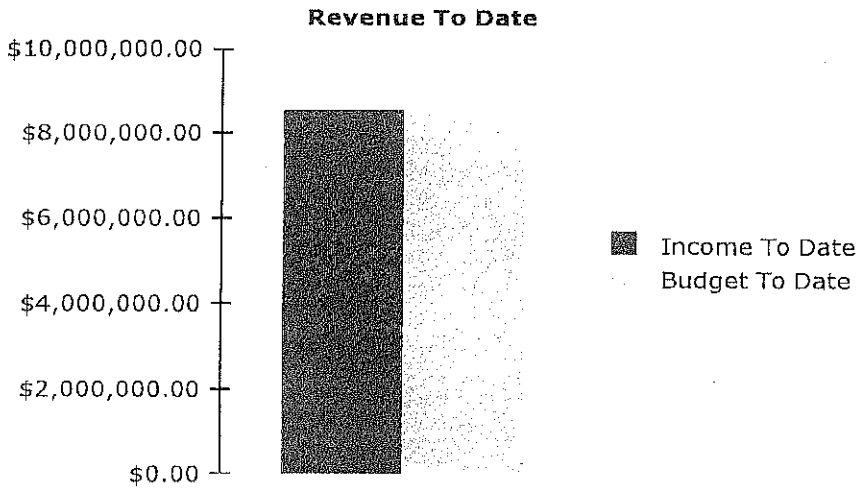
CharterVision®

YTD Actual to Budget Summary

	July - March				2014 - 2015	
Account Description	Actual	Budget	Variance $	Variance %	Total Budget	Remaining Budget
Revenue Limit	$7,327,635	$7,305,726	$21,909	0.3%	$10,369,298	$2,297,614
Federal Revenue	$417,820	$388,510	$29,310	7.5%	$507,939	$90,119
Other State Revenue	$336,155	$308,523	$27,632	9.0%	$408,150	($25,867)
Local Revenue	$480,474	$627,708	($147,234)	-23.5%	$962,549	$475,879
Total Revenue	$8,562,084	$8,630,467	($68,383)	-0.8%	$12,247,936	$2,837,745
Certificated Salaries	$3,478,985	$3,606,656	$127,671	3.5%	$5,130,908	$1,179,333
Classified Salaries	$821,056	$827,135	$6,079	0.7%	$1,141,757	$214,386
Employee Benefits	$1,320,732	$1,351,464	$30,732	2.3%	$1,827,993	$367,295
Total Personnel Expenses	$5,620,773	$5,785,255	$164,482	2.8%	$8,100,658	$1,761,013
Books and Supplies	$543,543	$392,830	($150,713)	-38.4%	$936,253	$352,671
Services & Other Operating Expenses	$931,903	$888,624	($43,279)	-4.9%	$1,501,982	$442,679
Capital Outlay	-	-	-	0.0%	-	-
Other Outgo	-	-	-	0.0%	-	-
Total Operational Expenses	$1,475,447	$1,281,454	($193,992)	-15.1%	$2,438,235	$795,349
Total Expenses	$7,096,220	$7,066,709	($29,511)	-0.4%	$10,538,893	$2,556,363
Net Income	$1,465,864	$1,563,758	($97,894)	-6.3%	$1,709,043	$281,382

Total Cash on Hand

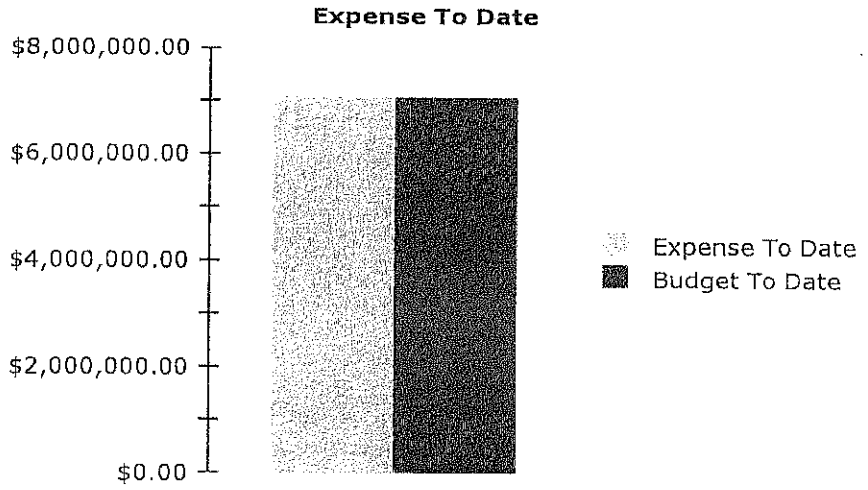
Book Balance: $6,640,734



Revenue $8,562,084

Budget $8,630,467

Revenue To Budget 99 %



Expense $7,096,220

Budget $7,066,709

Expense To Budget 100 %

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: May 11, 2015
Consent Calendar Item 1

RECOMMENDATION: Approve the Minutes from the April 13, 2015 Board of Directors meeting.

Minutes

April 13, 2015

Members Present:	Christian Scott, Linda Logan, Agnés Barrelet, Tim Katzman, Delano Jones Shar Dela Cruz, Salvador Rivera
Members Absent:	None
Guests:	Jill Andersen, Anne Mathews, Brian Rainey, Candace Austin, Eileen Logue, Tiffany DeGraffenreid, Samantha Pohaku, Queenie Tinsay
Elementary ASB:	Micaiah Watson, Elaine Jaimes, Colin Smith, Cynthia Reyes, Dillon Phetdara, Nadia Taylor, Tehya Thompson

I. CALL TO ORDER

Christian Scott called open session to order at 5:10 p.m.

II. CLOSED SESSION

Christian Scott called closed session to order at 5:12 p.m.

1. **In accordance with Government Code Section 54957, the Board will meet in closed session to consider: PERSONNEL MATTERS**
2. **In accordance with Government Code Section 54956.8, the Board will meet in closed session to consider: REAL ESTATE MATTERS**
3. **In accordance with Government Code Section 54957.6, the Board will meet in closed session to consider: SALARY AND HEALTH AND WELFARE MATTERS**
4. **In accordance with California Education Code Section 48900 the Board will meet in closed session to consider student ID #317771 and student ID #66891: STUDENT DISCIPLINE MATTERS**
5. **The Board will meet in closed session to consider: PUBLIC EMPLOYEE EVALUATION – Principal/Superintendent**

RECONVENE TO OPEN SESSION

Christian Scott reconvened to open session at 6:01 p.m.

RECONVENE TO CLOSED SESSION

Christian Scott reconvened to closed session at 6:45 p.m.

RECONVENED TO OPEN SESSION

Christian Scott reconvened to open session at 7:36 p.m.

III. ACTION ITEMS CONSIDERED IN CLOSED SESSION

1. **Personnel Matters**
   No action taken.
2. **Real Estate Matters**
   No action taken.

3. **Salary and Health and Welfare Matters**
   No action taken.
4. **Student Discipline Matters**
   No action taken.
5. **Public Employee Evaluation**
   No action taken

IV. PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Christian Scott.

V. PRESENTATION

1. ASB – Elementary
2. AAAE Conference – Brian Rainey, Linda Logan, Jill Andersen

VI. PUBLIC COMMENT

None

VII. APPROVAL OF AGENDA

Approved. Linda Logan moved and Agnes Barrelet seconded. Motion carried 7-0-0.

VIII. DISCUSSION ITEMS

1. Principal/Superintendent Announcements
2. Charter Vision Board Report
3. Ingenuity Charter Developments – Tiffany DeGraffenreid
4. Preliminary Budget Review - O'Farrell LCAP
5. Preliminary Budget Review - Ingenuity LCAP

IX. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

1. **Approval of Minutes from the March 9, 2015 Board of Directors meeting**
2. **Approve/ratify recommended actions on the personnel activity list**
3. **Approve/ratify check register**

Approved. Tim Katzman moved and Agnes Barrelet seconded. Motion carried 7-0-0.

X. ACTION ITEMS

1. **Approve the Agreement for Participation with El Dorado County Charter SELPA for Ingenuity Charter School, along with SELPA Additional Assurances for the 2015-16 fiscal year and thereafter until termination.**
   Approved. Delano Jones moved and Linda Logan seconded. Motion carried 7-0-0.
   Ayes: Scott, Katzman, Logan, Barrelet, Jones, Dela Cruz, Rivera
   Nayes: None
   Absent: None

2. **Approve the adoption of the textbooks for 9th through 12th grades for core curriculum and supplemental materials in the amount of $225,422.84.**
   Approved. Agnes Barrelet moved and Delano Jones seconded. Motion carried 7-0-0.
   Ayes: Scott, Katzman, Logan, Barrelet, Jones, Dela Cruz, Rivera
   Nayes: None
   Absent: None

3. **Approve audio/video purchases from Audio Associates $19,824.75; Sound Image for $4,197.00; and, Sound Image for $15,199.00 for a total of $39,220.75.**
   Approved. Linda Logan moved and Shar Dela Cruz seconded. Motion carried 7-0-0.
   Ayes: Scott, Katzman, Logan, Barrelet, Jones, Dela Cruz, Rivera
   Nayes: None
   Absent: None

4. **Approve the Services Agreement between Charter School Management Corporation (CSMC) and The O'Farrell Charter School for charter school business support services which will include PowerSchool and CALPADS for a $2,000 one-time setup fee, and in addition, a monthly payment of $1,500 beginning July 1, 2015 until the expiration or termination of this agreement**
   Approved. Agnes Barrelet moved and Tim Katzman seconded. Motion carried 6-0-1.
   Ayes: Scott, Katzman, Logan, Barrelet, Dela Cruz, Rivera
   Nayes: None
   Abstain: Jones
   Absent: None

5. **Approve the Services Agreement between Charter School Management Corporation (CSMC) and Ingenuity Charter School for business support services which will include Back-Office Services and Charter Vision Access for a $0 one-time setup fee, and a monthly payment of $2,500 beginning July 1, 2015 until the expiration or termination of this agreement.**
   Approved. Linda Logan moved and Agnes Barrelet seconded. Motion carried 6-0-1.
   Ayes: Scott, Katzman, Logan, Barrelet, Dela Cruz, Rivera
   Nayes: None
   Abstain: Jones
   Absent: None

6. **Ratify the agreement with Illuminate Education Inc. to purchase the Illuminate Data and Assessment Management System software, license and support for the approximate initial cost, including training, and based on 1,276 students, of $7,018 per from March 10, 2015 through June 30, 2018.**
   Approved. Delano Jones moved and Salvador Rivera seconded. Motion carried 7-0-0.
   Ayes: Scott, Katzman, Logan, Barrelet, Jones, Dela Cruz, Rivera
   Nayes: None
   Absent: None

7. **Authorize the movement of federal Special Education funds between The O'Farrell Charter School and Ingenuity Charter School.**
   Approved. Tim Katzman moved and Delano Jones seconded. Motion carried 7-0-0.
   Ayes: Scott, Katzman, Logan, Barrelet, Jones, Dela Cruz, Rivera
   Nayes: None
   Absent: None

XI. ROUNDTABLE

None

XII. ADJOURNMENT

Christian Scott adjourned the meeting at 7:45 p.m.

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: May 11, 2015
Consent Calendar Item 2

RECOMMENDATION: Approve/Ratify Personnel Activity List

NEW HIRES

Niles, Susanna	E.L. Aide – full-time	April 16, 2015
Liu, Mike	Computer Support Technician	April 24, 2015
Zepeda, Vanessa	Special Education Aide	April 28, 2015
Rivera, Daniela	School Clerk I – Ingenuity Charter School	May 4, 2015
Capetillo, Christian	Computer Support Technician - hourly	May 6, 2015
Tolbert, Adam	Boys P.E. Aide	May 8, 2015
Garcia, Raymundo	Computer Support Technician – Rehire	May 14, 2015
Lloyd, Charity	Teacher – Ingenuity Charter School	May 18, 2015
Garcia, Erika	Teacher – High School Spanish	August 24, 2015
Kiss, Melanie	Teacher – High School English	August 24, 2015
Middlebrook, Luke	Teacher – 7/8 History	August 24, 2015
Paradise, Tawni	Teacher – High School May	August 24, 2015
Rodriguez, Eric	Teacher – High School Computers	August 24, 2015
Shilling, Stephen	Teacher – Ingenuity Charter School	August 24, 2015
Shindeldecker, Anthony	Teacher – 6th Grade Math	August 24, 2015
Walls, Earl	Teacher – 6th Grade	August 24, 2015

RESIGNATION/NON-RENEWAL

Estupinan, Oscar	Computer Support Technician	April 24, 2015
Liu, Mike	Computer Support Technician	April 27, 2015
Doyon, Leon	Computer Support Technician	May 4, 2015

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: May 11, 2015
Consent Calendar Item 3

RECOMMENDATION: Ratify Monthly Check Registers

General Account				
Check #	Date	Vendor Name	Transaction Description	Check Amount
1128		VOIDED		
1129	3/31/2015	Rhonda Stephens	Glee club for winter quarter	$900.00
1130	3/31/2015	Pete Gonzales	Basketball referee	$64.00
1131	4/13/2015	A1 Golf Cars	Utility cart for custodian/school site	$8,454.49
1132	4/16/2015	Julia LeBlanc	Cooking Club for Extended Day	$800.00

O'Farrell Charter School Consolidated

Check Register 4/1/2015 through 4/30/2015

Payment Number	Payment Date	Payee Name	Rec Status	Check Amount	Account	Account Description	Transaction Description	Invoiced GL Amount
10002606	4/1/2015	Apple Inc.	Cleared	$3,170.91	4400-020-00-000	Noncapitalized Equipment	Apple Air Computers	**$546.69**
					4400-020-00-000	Noncapitalized Equipment	Apple Air Computers	**$2,624.22**
10002607	4/1/2015	San Diego Gas & Electric	Cleared	$14,865.83	5501-020-00-000	Utilities	Gas & Electric 02/11/15 - 03/15/15	**$14,865.83**
10002608	4/2/2015	CDW-Government	Cleared	$6,067.80	4400-020-00-000	Noncapitalized Equipment	ACAD MS MBA Office STD 2013	**$214.96**
					4400-020-00-000	Noncapitalized Equipment	ACAD MS MBA Office PRO Plus 2013	**$279.68**
					4400-020-00-000	Noncapitalized Equipment	HP SB ZBOOK 17 17-4700MQ 256GB 8 GB Ser# CND4415PYJ	**$2,020.23**
					4400-020-00-000	Noncapitalized Equipment	HP SB ZBOOK 17 17-4700MQ 256GB 8GB Ser#CND4415PZS	**$2,020.23**
					4400-020-00-000	Noncapitalized Equipment	HP SB 650 G1 17-4610M 500GB W7P	**$1,232.82**
					4400-020-00-000	Noncapitalized Equipment	ACAD MS MBA Office MAC STD 2011	**$299.88**
10002609	4/2/2015	San Joaquin County Office of Education	Cleared	$600.00	5800-020-00-000	Professional/Consulting Services and Operating Expenditures	EDJION Fee for 1 Year Service Agreement	**$600.00**
10002610	4/3/2015	CDW-Government	Cleared	$13,720.00	4400-020-00-000	Noncapitalized Equipment	ACAD Google Chrome qty 490	**$13,720.00**
10002611	4/3/2015	Guardian	Cleared	$7,197.41	3403-020-00-000	Health & Welfare Benefits	April 2015 Dental Insurance	**$6,193.81**
					3403-020-01-000	Health & Welfare Benefits	April 2015 Dental Insurance	**$416.76**
					3403-020-03-000	Health & Welfare Benefits	April 2015 Dental Insurance	**$57.08**
					3403-020-65-000	Health & Welfare Benefits	April 2015 Dental Insurance	**$529.76**
10002612	4/6/2015	Aztec Leasing, Inc.	Cleared	$1,411.86	5605-020-00-000	Equipment Rental/Lease Expense	Copier Lease Pmt 01/15/15 - 02/1515	**$184.83**
					5605-020-00-000	Equipment Rental/Lease Expense	Copier Lease Pmt 01/01/15 - 02/01/15	**$483.60**
					5605-020-00-000	Equipment Rental/Lease Expense	Copier Lease Pmt 12/01/14 - 01/01/15	**$483.60**
					5605-020-00-000	Equipment Rental/Lease Expense	Copier Lease Pmt 12/15/14 - 01/15/15	**$259.83**
10002613	4/6/2015	City Treasurer	Cleared	$1,066.62	5501-020-00-000	Utilities	Water, Sewer, Backflow, Fire Charges 02/04/15 - 03/04/15	**$1,066.62**
10002614	4/6/2015	California Interscholastic Federation State Office	Cleared	$140.49	5300-020-00-206	Dues and Memberships	State Dues & Legal Liability Fees	**$140.49**
10002615	4/6/2015	California Interscholastic	Cleared	$535.97	5210-020-00-206	Training and Development Expense	2014 SPorts Symposium 09/09/14 for Christian Baker	**$25.00**

		Federation State Office			5210-020-00-206	Training and Development Expense	2013-14 Sport Symposium 09/18/13 Atteendees: Christian Baker	**$25.00**
					5300-020-00-206	Dues and Memberships	2017-15 CBED Membership Dues	**$485.97**
10002616	4/6/2015	Carolina Biological Supply Company	Cleared	$969.81	4315-020-00-800	Classroom Materials and Supplies	Lab Supplies, Starch, Ruler, Plant Light etc	**$969.81**
10002617	4/6/2015	Chevron and Texaco Business Card Services	Cleared	$728.16	5505-020-00-000	Student Transportation/Field Trips	Fuel Charges for School Van & Bus	**$609.87**
					5500-020-00-000	Operation and Housekeeping Services	Fuel Charges for School Van & Bus	$118.29
10002618	4/6/2015	Demco	Cleared	$705.29	4300-020-00-000	Materials and Supplies	Shelving Materials	**$529.42**
					4300-020-00-000	Materials and Supplies	Book Cover Material, Stamps	**$175.87**
10002619	4/6/2015	David Delaney	Outstanding	$88.28	5200-020-00-600	Travel and Conferences	REIMb - Springboard Conference Meals	**$88.28**
10002620	4/6/2015	EBA&M Corporation	Outstanding	$30.00	5803-020-00-800	Banking and Payroll Service Fees	Cobra Admin Fee for Notifications - July 2014	**$30.00**
10002621	4/6/2015	Frey Scientific	Cleared	$41.96	4315-020-00-800	Classroom Materials and Supplies	Tri Force Rings for Science	**$41.96**
10002622	4/6/2015	Pat Kayda	Cleared	$64.00	5800-020-00-806	Professional/Consulting Services and Operating Expenditures	Referee - Soccer Vasity Game 01/23/15	**$64.00**
10002623	4/6/2015	Kathryn Leenerts	Cleared	$15.46	5505-020-00-000	Student Transportation/Field Trips	REIMB - Gas for School Van	**$15.46**
10002624	4/6/2015	Law Office of Young , Minney & Corr, LLP	Cleared	$205.00	5805-020-00-000	Legal Services and Audit	Services through 02/28/15	**$205.00**
10002625	4/6/2015	Office Depot	Cleared	$414.35	4315-020-00-000	Classroom Materials and Supplies	Pencils, Note Pads, Pens, Folders, Inkroll Etc	**$226.50**
					4315-020-00-000	Classroom Materials and Supplies	Power duster, Labels	**$61.71**
					4315-020-00-000	Classroom Materials and Supplies	College Rule Paper	**$126.14**
10002626	4/6/2015	PSAT/NMSQT	Cleared	$1,904.00	4300-020-00-800	Materials and Supplies	PSAT/NMSQT Fees for 136 Students	**$1,904.00**
10002627	4/6/2015	Perma-Bound	Cleared	$2,062.87	4100-020-00-000	Approved Textbooks and Core Curricula Materials	Books: Giver	**$1,754.91**
					4100-020-00-000	Approved Textbooks and Core Curricula Materials	Books: Joy Luck Club	**$307.96**
10002628	4/6/2015	Xkylyr Rauh	Cleared	$136.01	5200-020-00-402	Travel and Conferences	REIMB - UNLV Music Conference Expenses	**$136.01**
10002629	4/6/2015	RICOH USA, INC.	Cleared	$1,701.25	5605-020-00-000	Equipment Rental/Lease Expense	Copier Lease 03/02/15 - 04/01/15	**$246.15**
					5605-020-00-000	Equipment Rental/Lease Expense	Copier Lease 02/02/15 - 03/01/15	**$246.15**
					5605-020-00-000	Equipment Rental/Lease Expense	Copier Lease 01/02/15 - 02/01/15	**$246.15**
					5605-020-00-000	Equipment Rental/Lease Expense	Copier Lease 12/02/14-01/01/15	**$246.15**
					5605-020-00-000	Equipment Rental/Lease Expense	Copier Lease 11/02/14 - 12/01/14 + Additional Charges	**$716.65**
10002630	4/6/2015	Scholastic Inc	Cleared	$104.19	4200-020-00-600	Books and Other Reference Materials	Scope Magazine Subscription	**$104.19**

10002631	4/6/2015	Sharp Electronics Corporation	Cleared	$2,239.62	5605-020-00-000	Equipment Rental/Lease Expense	Copier Maintenance Contract 34821	**$2,069.34**
					5605-020-00-000	Equipment Rental/Lease Expense	Copier Maint Contract 44541	**$170.28**
10002632	4/6/2015	TCR Services	Cleared	$1,400.28	5605-020-00-000	Equipment Rental/Lease Expense	Print Cost Per Page Jan 2015	**$635.59**
					5605-020-00-000	Equipment Rental/Lease Expense	Print Cost Per page February 2015	**$764.69**
10002633	4/6/2015	Jonathan Tostado	Cleared	$32.78	5200-020-00-600	Travel and Conferences	REIMB - Springboard Conference Expenses	**$32.78**
10002634	4/6/2015	Sheryl Yeagar	Cleared	$70.68	4300-020-00-204	Materials and Supplies	REIMB - Water Purchase	**$70.68**
10002635	4/7/2015	Aztec Leasing, Inc.	Cleared	$483.60	5605-020-00-000	Equipment Rental/Lease Expense	Copier Lease 09/01/14 - 10/01/14 (Serial 25005105, 35008548)	**$483.60**
10002636	4/7/2015	CDW-Government	Cleared	$51.73	4400-020-00-200	Noncapitalized Equipment	Lifecam Cinema Webcam USB	**$51.73**
10002637	4/7/2015	Jose's Mobil	Cleared	$406.96	5610-020-00-000	Equipment Repair	School Bus PMA & Maintenance Repairs	**$406.96**
10002638	4/7/2015	McGraw-Hill School Education LLC	Cleared	$2,036.41	4100-020-00-000	Approved Textbooks and Core Curricula Materials	Textbooks, Curriculum, for the 14-15 YR	**$269.23**
					4100-020-00-000	Approved Textbooks and Core Curricula Materials	Textbooks, Curriculum, for the 14-15 YR	**$138.03**
					4100-020-00-000	Approved Textbooks and Core Curricula Materials	Textbooks, Curriculum, for the 14-15 YR	**$242.78**
					4100-020-00-000	Approved Textbooks and Core Curricula Materials	Textbooks, Curriculm for the 14-15 Yr	**$1,205.37**
					4100-020-00-000	Approved Textbooks and Core Curricula Materials	Textbooks, Curriculum, for the 14-15 YR	**$181.00**
10002639	4/7/2015	Anne Mathews	Cleared	$87.45	4300-020-00-000	Materials and Supplies	REIMB - Candy Bars for Staff	**$87.45**
10002640	4/7/2015	Metropolitan Transit System (MTS)	Cleared	$3,049.00	5505-020-00-000	Student Transportation/Field Trips	March 2015 Bus Passes	**$3,049.00**
10002641	4/7/2015	Viet Mai	Cleared	$350.00	5800-020-62-800	Professional/Consulting Services and Operating Expenditures	Poetry Club Services	**$350.00**
10002642	4/7/2015	Plate Law Firm	Cleared	$450.00	5805-020-00-000	Legal Services and Audit	Legal Fees	**$450.00**
10002643	4/7/2015	San Diego Facility Maintenance, Inc	Cleared	$14,195.34	5500-020-00-000	Operation and Housekeeping Services	Monthly Janitorial Service - April 2015	**$14,195.34**
10002644	4/7/2015	40 Acres and a Mind, Inc.	Cleared	$140.22	5810-020-01-000	Educational Consultants	March 2015 SES - 3 Hrs.	**$140.22**
10002645	4/7/2015	Sheryl Yeagar	Cleared	$58.90	4300-020-00-204	Materials and Supplies	REIMB - Water Purcharse for PE	**$58.90**
10002646	4/9/2015	San Diego Charter Schools Special Ed. Consortium	Cleared	$405.00	5810-020-65-000	Educational Consultants	Vision Itinerant, Orientation & Mobility	**$405.00**
10002647	4/9/2015	San Diego Charter Schools Special Ed. Consortium	Cleared	$510.00	5810-020-65-000	Educational Consultants	IEP, Classroom Consultation & Email, OT	**$510.00**
10002648	4/9/2015	San Diego Charter Schools Special Ed. Consortium	Cleared	$807.50	5810-020-65-000	Educational Consultants	Therapist	**$807.50**

10002649	4/9/2015	San Diego Charter Schools Special Ed. Consortium	Cleared	$765.00	5810-020-65-000	Educational Consultants	Therapist	**$765.00**
10002650	4/9/2015	San Diego Charter Schools Special Ed. Consortium	Cleared	$292.50	5810-020-65-000	Educational Consultants	Physical Therapy, Vision Itinerant, APE Services	**$292.50**
10002651	4/9/2015	San Diego Charter Schools Special Ed. Consortium	Cleared	$617.50	5810-020-65-000	Educational Consultants	VI Services, Audiology Services	**$617.50**
10002652	4/9/2015	San Diego Charter Schools Special Ed. Consortium	Cleared	$382.50	5810-020-65-000	Educational Consultants	VI & DHH Services	**$382.50**
10002653	4/9/2015	San Diego Charter Schools Special Ed. Consortium	Cleared	$155.00	5810-020-65-000	Educational Consultants	Audiology	**$155.00**
10002654	4/9/2015	Specialized Therapy Services	Cleared	$1,805.00	5810-020-65-000	Educational Consultants	SPED Services - Nursing Services, Vision, OT, PT	**$1,805.00**
10002656	4/10/2015	Anne Mathews	Cleared	$310.19	5200-020-14-000	Travel and Conferences	REIMB - CCSA Conf. Exps, Taxi & Meals 3/15-19	**$141.53**
					4315-020-00-402	Classroom Materials and Supplies	REIMB - Costumes & Supplies for Elem. Spring Concert	**$168.66**
10002657	4/10/2015	AVID Center	Cleared	$11,184.00	5210-020-00-000	Training and Development Expense	AVID Summer Institute Registration Fee -SD 8/3-5/15	**$11,184.00**
10002658	4/10/2015	California Interscholastic Federation State Office	Cleared	$58.32	4300-020-00-204	Materials and Supplies	Frontier League Championship Patches Boys Basketball	**$58.32**
10002659	4/10/2015	Jennifer Chranowski	Cleared	$127.00	5200-020-14-000	Travel and Conferences	REIMB - Meals During CCSA	**$127.00**
10002660	4/10/2015	EDCO Disposal Corp	Cleared	$547.88	5501-020-00-200	Utilities	Trash Service March 2015	**$547.88**
10002661	4/10/2015	Edmentum, Inc.	Cleared	$674.00	4315-020-00-400	Classroom Materials and Supplies	Reading Eggs Program For Elementary 03/25/15 - 03/24/16	**$674.00**
10002662	4/10/2015	Grainger	Cleared	$1,155.16	5500-020-00-000	Operation and Housekeeping Services	Linoleum Stripper for School Site - 4 of 5 Cases	**$924.12**
					5500-020-00-000	Operation and Housekeeping Services	Linoleum Stripper For School Site 1 of 5 Cases	**$231.04**
10002663	4/10/2015	Duryea Jones	Outstanding	$67.37	5200-020-14-000	Travel and Conferences	REIMB - Meals	**$67.37**
10002664	4/10/2015	Rosalia Crivello-Marquez	Cleared	$71.36	5505-020-62-810	Student Transportation/Field Trips	REIMB - Meals for Students Attending Old Globe -7	**$71.36**
10002665	4/10/2015	Southwest School & Office Supply	Cleared	$15,784.61	4315-020-00-000	Classroom Materials and Supplies	Copy And Line paper For 14-15 Yr & 15 & 16 Sch Yr Site	**$15,784.61**
10002666	4/10/2015	Waxie Sanitary Supply	Cleared	$690.52	5500-020-00-800	Operation and Housekeeping Services	Kleenline 2 - Ply White	**$690.52**
10002667	4/10/2015	Rachel Wells	Cleared	$79.50	5200-020-14-000	Travel and Conferences	REIMB - Meals During CCSA	**$79.50**

10002669	4/14/2015	Sharp Health Plan	Cleared	$63,539.24	3403-020-00-000	Health & Welfare Benefits	May 2015 Health Insurance	**$54,958.41**
					3403-020-01-000	Health & Welfare Benefits	May 2015 Health Insurance - Title 1	**$3,812.75**
					3403-020-03-000	Health & Welfare Benefits	May 2015 Health Insurance - Title 111	**$535.74**
					3403-020-65-000	Health & Welfare Benefits	May 2015 Health Insurance - SPED	**$3,875.18**
					3403-020-61-000	Health & Welfare Benefits	May 2015 Health Insurance - ASES	**$178.58**
					3403-020-62-000	Health & Welfare Benefits	May 2015 Health Insurance - ASSETS	**$178.58**
10002671	4/16/2015	Charter School Management Corporation	Cleared	$18,000.00	9330-020	Prepaid Expenses	Powerschool Services For 15-16 Yr	$18,000.00
10002672	4/16/2015	Charter School Management Corporation	Outstanding	$22,000.00	9330-030	Prepaid Expenses	Back Office Set-Up & Services for 15 - 16 Yr	**$22,000.00**
10002673	4/16/2015	San Diego Unified School District	Outstanding	$700,000.00	9450-020	Construction in Progress	For Construction of Softball Field	**$700,000.00**
10002674	4/17/2015	Aztec Leasing, Inc.	Cleared	$668.43	5605-020-00-000	Equipment Rental/Lease Expense	Copier Lease Pmt, 3/1/15 - 4/1/15	**$483.60**
					5605-020-00-000	Equipment Rental/Lease Expense	Copier Lease Pmt, 3/15/15 - 4/15/15	**$184.83**
10002675	4/17/2015	City Treasurer	Cleared	$75.00	5800-020-00-000	Professional/Consulting Services and Operating Expenditures	2 Year Agreement Traing & Install AED Exp. Date 3/15/2017	**$75.00**
10002676	4/17/2015	The Davey Tree Expert Company	Cleared	$6,950.00	5500-020-00-000	Operation and Housekeeping Services	Tree Pruning - Trimming	**$6,950.00**
10002677	4/17/2015	Houghton Mifflin Harcourt Publishing Co.	Cleared	$1,132.27	4315-020-65-000	Classroom Materials and Supplies	Test Material for SPED Dept.	**$1,132.27**
10002678	4/17/2015	Kathryn Leenerts	Outstanding	$111.84	5200-020-00-000	Travel and Conferences	REIMB for Meals & Transportation for CCSA Conference	**$111.84**
10002679	4/17/2015	Office Depot	Cleared	$1,150.20	4315-020-00-000	Classroom Materials and Supplies	Glue, Pen Ball, Markers, Cleaners, Folders	**$211.94**
					4300-020-00-000	Materials and Supplies	Band Aid, Gloves, Tape, Towels	**$155.43**
					4300-020-00-207	Materials and Supplies	Folders Qty 15 bx	**$242.84**
					4400-020-00-208	Noncapitalized Equipment	All in One Pro 400	**$539.99**
10002680	4/17/2015	NCS Pearson Inc.	Outstanding	$21,221.25	9330-020	Prepaid Expenses	PowerSchool Subscription for Year 2015 -2016	**$21,221.25**
10002681	4/17/2015	Mary Skrabucha	Cleared	$166.98	4300-020-00-208	Materials and Supplies	REIMB Food -Southeastern Collaborative Mthly Meeting &Supply	**$166.98**
10002682	4/17/2015	Shred-IT USA	Cleared	$262.63	5800-020-00-000	Professional/Consulting Services and Operating Expenditures	Fee for Shredding Service - Qty 36 boxes	**$262.63**
10002683	4/17/2015	SDSU Research Foundation	Outstanding	$300.00	5210-020-00-208	Training and Development Expense	Registration Fee for 4 Attendees @ $75 ea - Boys Will Be	**$300.00**
10002684	4/17/2015	STP Masonry	Cleared	$370.00	5500-020-00-000	Operation and Housekeeping Services	Supply & Deliver Decorative Landscape Rocks to School Site	**$370.00**
10002685	4/17/2015	TCR Services	Cleared	$750.25	5605-020-00-000	Equipment Rental/Lease Expense	Printing Cost Per Page & Monochrome March 2015	**$750.25**

10002686	4/17/2015	US Netservices, LLC	Cleared	$1,492.50	9330-020	Prepaid Expenses	Phone Masters Services & Support for YR 15-16	**$995.00**
					9330-020	Prepaid Expenses	Warrenty Agreement Phone Masters for YR 15-16	**$497.50**
10002689	4/24/2015	CDW-Government	Outstanding	$15,659.65	4400-020-84-000	Noncapitalized Equipment	Headphones & Adapters for Student Testing	**$758.68**
					4400-020-84-000	Noncapitalized Equipment	Headphones & Adapters for Student Testing	**$13,604.97**
					4400-020-84-000	Noncapitalized Equipment	Adapters to replace previous Adapter order	**$1,296.00**
10002690	4/24/2015	Nicole Hardin	Outstanding	$36.79	4300-020-61-000	Materials and Supplies	REIMB - Garden & Supplies for Extended Day/Dive	**$24.72**
					4300-020-62-000	Materials and Supplies	REIMB - Garden & Supplies for Extended Day/Dive	**$12.07**
10002691	4/24/2015	San Diego Gas & Electric	Outstanding	$12,663.82	5501-020-00-000	Utilities	Gas & Electric Charges 03/15/15 - 04/13/15	**$12,663.82**
10002692	4/24/2015	Wilkinson Hadley King & Co. LLP	Outstanding	$850.00	5805-020-00-000	Legal Services and Audit	Prep of Fed & State Info Tax Return for Y/E June 30, 2014	**$850.00**
10002693	4/24/2015	City Treasurer	Outstanding	$2,804.20	5501-020-00-000	Utilities	Water, Sewer, Back Flow & Fire Serv 03/04/15 - 04/02/15	**$2,804.20**
10002694	4/30/2015	Sound Therapies, Inc.	Outstanding	$23,739.44	5810-020-65-000	Educational Consultants	Speech & Language Services	**$9,385.36**
					5810-020-65-000	Educational Consultants	Speech & Language Services	**$8,281.20**
					5810-020-65-000	Educational Consultants	Speech & Language Services	**$6,072.88**
10002695	4/30/2015	State Teachers Retirement System	Outstanding	$79,890.61	9503-010	Accrued STRS	APRIL 2015 STRS	**$79,890.61**
			Total Check Amount	**$1,093,325.50**			**Total GL Amount**	**$1,093,325.50**

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: May 11, 2015
Action Item 1

RECOMMENDATION: Adopt Board Policy #1002 – Megan's Law Policy

BACKGROUND INFORMATION:

Effective July 1, 2010, The O'Farrell Charter School became a 501(c)(3) non-profit organization. Our Board of Directors will continually add new board policies as the need arises.

CURRENT INFORMATION:

Any student currently registered and attending any of The O'Farrell Charter Schools, who has a parent or guardian who is currently registered in California Megan's Law database, is required to receive written permission from the Principal/Superintendent or his designee to be on school grounds or enter any school building. The parent or guardian's request must state the date, time, and purpose of the visit

ADDITIONAL DATA:

See attached recommended Board Policy #1001 – Megan's Law Policy

The O'Farrell Charter Schools

BOARD POLICY

Megan's Law Policy
#1002

In adherence with California's Megan's Law, The O'Farrell Charter Schools shall abide by the stated requirements in the California Penal Code related to the on-campus presence of any individual required to register with the state and county and will work with area law enforcement in a manner consistent with the relevant state and federal laws.

Any student currently registered and attending any of The O'Farrell Charter Schools, who has a parent or guardian who is currently registered in California Megan's Law database, is required to receive written permission from the Principal/Superintendent or his designee to be on school grounds or enter any school building. The parent or guardian's request must state the date, time, and purpose of the visit. Failure to receive written permission is a violation of California Penal Code section 626.81.

Any individual, not a family member of a currently registered student, who is a registered sex offender must also provide 14 days notice in any request to enter school grounds or a school building. The Principal/Superintendent or designee will not give permission when these stated requirements have not been met.

Permission is granted for the following school events:
1. Drop and pick-up your child before and after school hours.
2. Attend scheduled teacher conferences.
3. During school hours, pick-up your child at school office requests.

Board Approval Date:

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: May 11, 2015
Action Item 2

RECOMMENDATION: Amend the additions/changes/updates for the 2015-2016 Staff Handbook.

BACKGROUND INFORMATION:

Every year the employees of The O'Farrell Charter Schools receive a staff handbook. The Board of Directors has oversight of the contents in the staff handbook. The handbook has multiple purposes:

- Defines the policies and procedures of The O'Farrell Charter Schools.
- Meets legal requirements for notification of staff (i.e. personnel, child abuse reporting or emergency procedures).

CURRENT INFORMATION:

1. Change under Beginning Teacher Support & Assessment (BTSA) Program
   The O'Farrell Charter Schools will support and pay for the BTSA program if taken exclusively through the El Dorado SELPA. The following conditions must be met:
   - Pre-approved by the Superintendent
   - Must begin the program in your third year of teaching. El Dorado will provide one year of BTSA credit for the first two years of teaching. Therefore, the El Dorado BTSA program will consist of one year in length.

ADDITIONAL INFORMATION:

The Staff Handbook can be found on our website at: **ofarrellschool.org** under the Staff tab for all employees of The O'Farrell Charter Schools and Ingenuity Charter School.

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: May 11, 2015
Action Item 3

RECOMMENDATION: Approve a 3 % Cost-of-Living Adjustment (COLA) increase and a 1% off-schedule increase, paid out in November 2015, for all employees at The O'Farrell Charter School and Ingenuity Charter School for the 2015-2016 school year.

BACKGROUND INFORMATION:

Every year, the budget withstanding, the Board of Directors make the decision of whether to approve a cost of living adjustment to the salary schedules.

CURRENT INFORMATION:

Current updates include:

1. The Certificated Salary Schedule
2. The Classified/Paraeducators Salary Schedule
3. The Psychologist Salary Schedule
4. The Ingenuity Salary Schedule
5. The Assistant Principals/Principals Salary Schedule

ADDITIONAL INFORMATION:

The COLA increase will add approximately $181,500 per year to the operational costs of The O'Farrell Charter Schools budget.

THE O'FARRELL CHARTER SCHOOL

2015-2016

Effective July 1, 2015

3% COLA

ANNUAL CERTIFICATED SALARY RATES

TRADITIONAL 188-DAY CONTRACT YEAR

STEP	COLUMN 11 BA or MA	COLUMN 12 BA+60 or BA+54 w/MA	COLUMN 13 BA+72 w/MA	COLUMN 14 BA+90 w/MA
1	$45,260.28	$47,853.61	$50,455.59	$53,059.23
2	$46,852.43	$49,454.43	$52,058.03	$54,660.03
3	$48,516.98	$51,120.64	$53,722.61	$56,326.25
4	$50,250.11	$52,854.26	$55,457.90	$58,059.85
5	$52,052.91	$54,653.31	$57,258.51	$59,862.19
6	$53,927.73	$56,529.70	$59,133.38	$61,737.04
7	$55,878.39	$58,480.33	$61,084.00	$63,685.96
8	$57,904.76	$60,506.70	$63,110.36	$65,712.28
9	$60,010.47	$62,614.16	$65,216.07	$67,819.75
10	$62,200.52	$64,804.17	$67,406.15	$70,009.81
11	$64,478.55	$67,082.17	$69,685.86	$72,287.79
12	$66,849.57	$69,453.27	$72,055.20	$74,658.88
13	$66,849.57	$71,919.11	$74,522.76	$77,124.72
14	$66,849.57	$71,919.11	$77,085.17	$79,688.80
15	$66,849.57	$71,919.11	$77,085.17	$82,354.49
16	$69,027.74	$74,097.26	$79,263.30	$84,532.65
17	$71,705.42	$76,774.94	$81,940.99	$87,210.34
25	$71,705.42	$76,774.94	$81,940.99	$90,456.69

INTERN PAY	$41,260.28

The O'Farrell Charter School Classified Salary Schedule
2015-2016
(Step increases will be effective every July 1) Includes 3% COLA increase

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Classified Salary						
Administrative Assistant	4,729.56	4,965.34	5,213.42	5,473.67	5,747.77	5,932.20
12-month	56,754.81	59,584.18	62,561.05	65,684.15	68,973.31	71,186.39
Executive	5,499.55	5,799.18	6,115.60	6,447.32	6,795.87	7,161.17
Assistant	60,495.10	63,790.99	67,271.68	70,920.62	74,754.58	78,772.88
11-month						
Director of Technology	4,500.00	4,666.66	4,833.33	5,000.00	5,166.66	5,333.33
12-month	54,000.00	56,000.00	58,000.00	60,000.00	62,000.00	64,000.00
HR/Payroll Technician	3,948.32	4,146.57	4,353.70	4,571.26	4,799.41	4,916.10
12-month	47,379.84	49,758.84	52,244.40	54,855.11	57,592.87	58,993.25
(eff. 010115)						
Budget Technician & Buyer	3,948.32	4,146.57	4,353.70	4,571.26	4,799.41	4,916.10
12-month	47,379.84	49,758.84	52,244.40	54,855.11	57,592.87	58,993.25
(eff. 010114)						
School Clerk I	2,605.64	2,735.96	2,872.92	3,016.52	3,166.86	3,299.40
11-month	28,662.15	30,095.56	31,602.12	33,181.72	34,835.46	36,293.40
12-month	31,267.68	32,831.52	34,475.04	36,198.24	38,002.32	39,592.80
School Clerk II	2,872.92	3,016.52	3,166.86	3,325.56	3,492.56	3,819.24
11-month	30,681.64	32,215.26	33,820.82	35,515.70	37,299.13	40,788.00
School General Secretary I	3,052.90	3,199.94	3,463.49	3,625.49	3,974.80	4,376.21
11-month	33,581.89	35,199.34	38,098.37	39,880.37	43,722.80	48,138.34
School Library Technician II	3,016.52	3,166.86	3,325.56	3,492.56	3,666.28	3,877.59
11-month	33,181.73	34,835.47	36,581.17	38,418.13	40,329.07	42,653.48
Student Service Technician	2,825.08	2,966.34	3,114.17	3,378.45	3,719.79	3,917.69
12-month	33,900.97	35,596.08	37,369.99	40,541.36	44,637.49	47,012.30
Student Info System Site	3,016.52	3,166.86	3,325.56	3,492.56	3,666.28	3,877.59
Tech. II	36,198.25	38,002.33	39,906.73	41,910.68	43,995.35	46,531.07
12-month						
Computer Support Technician	3,166.86	3,325.56	3,492.56	3,666.28	3,850.05	4,190.56
12-month	38,002.33	39,906.73	41,910.68	43,995.35	46,200.58	50,286.66
	-	-	-	-	-	-
Head Custodian	2,739.70	2,876.82	3,020.66	3,171.21	3,330.10	3,437.32
	-	-	-	-	-	-
Custodian/Bus Driver	2,609.23	2,739.70	2,876.82	3,020.66	3,171.69	3,373.66
12-month	31,310.77	32,876.40	34,521.86	36,247.90	38,060.25	40,483.94
	-	-	-	-	-	-
EL Classroom Aides	2,136.63	2,233.11	2,334.77	2,441.59	2,553.59	2,612.17
	21,366.37	22,331.17	23,347.78	24,415.99	25,535.91	26,121.78
(eff 042215)						
Campus Security	14.49	15.21	15.98	2,572.61	2,689.76	2,881.54
	-	-	-	25,726.18	26,897.60	28,815.41
Classified Hourly						
Primetime	14.67	15.40	16.17	16.97	17.83	19.18
Program Leaders						
Groundskeeper	14.42	15.05	15.80	16.58	17.42	18.24
Custodian	13.99	14.77	15.51	16.29	16.58	17.53
12-month						
School Clerk I	14.42	15.03	15.78	16.56	17.39	18.21
Computer Support Technician	12.00	13.00	14.00	15.00	16.00	17.00

The O'Farrell Charter School Classified Salary Schedule
2015-2016
(Step increases will be effective every July 1) Includes 3% COLA increase

Paraeducator						
EL Classroom Aides, P.E. Aides, Extended Day 10-month	11.58	12.15	12.76	13.40	14.07	14.42
Special Education Assistants 10-month	12.36	12.98	13.60	14.21	14.83	15.45
Warehouse Technician 10-month	12.36	12.98	13.60	14.21	14.83	2,249.52 15.45

The O'Farrell Charter School
2015-2016
SCHOOL PSYCHOLOGISTS

ANNUAL SALARY RATES
TRADITIONAL 188-DAY SCHOOL YEAR

Effective July 1 2015
3% COLA

STEP	COLUMN 011	COLUMN 012	COLUMN 013	COLUMN 014
	BA+36 or MA	BA + 60 or BA +54 with MA	BA+72 with MA	BA+90 with MA
1	$68,681.07	$71,555.98	$74,429.05	$77,304.00
2	$71,196.43	$74,071.34	$76,946.28	$79,819.31
3	$73,814.49	$76,689.45	$79,562.48	$82,437.43
4	$73,814.49	$79,412.21	$82,287.13	$85,160.20
5	$73,814.49	$79,412.21	$85,116.52	$87,991.41
6	$73,814.49	$79,412.21	$85,116.52	$90,934.84
7	$73,814.49	$79,412.21	$85,116.52	$90,934.84
8	$73,814.49	$79,412.21	$85,116.52	$90,934.84
9	$73,814.49	$79,412.21	$85,116.52	$90,934.84
10	$76,219.60	$81,817.31	$87,521.57	$93,339.94
11	$76,219.60	$81,817.31	$87,521.57	$93,339.94
12	$76,219.60	$81,817.31	$87,521.57	$93,339.94
13	$76,219.60	$81,817.31	$87,521.57	$93,339.94
14	$79,091.79	$84,689.48	$90,393.78	$96,212.13

INGENUITY CHARTER SCHOOL

2015-2016

Effective July 1, 2015

ANNUAL CERTIFICATED SALARY RATES

228-DAY CONTRACT YEAR

Step	Column 10 Teach for America	Column 11 BA or MA	Column 12 BA+60 or BA+54 w/MA	Column 13 BA+72 w/MA	Column 14 BA+90 w/MA
1	$51,277.09	$54,406.04	$57,537.40	$60,666.35	$63,795.31
2	$53,201.86	$56,333.21	$59,462.17	$62,591.13	$65,720.09
3	$55,205.64	$58,334.60	$61,465.95	$64,592.51	$67,723.87
4	$57,290.81	$60,419.77	$63,548.73	$66,680.08	$69,809.04
5	$59,457.38	$62,586.34	$65,715.30	$68,844.26	$71,975.61
6	$61,710.14	$64,839.10	$67,968.05	$71,099.41	$74,230.76
7	$64,053.86	$67,185.22	$70,314.17	$73,445.53	$76,572.09
8	$66,490.96	$69,622.31	$72,751.27	$75,880.22	$79,009.18
9	$69,023.81	$72,152.77	$75,284.12	$78,413.08	$81,544.43
10	$71,659.60	$74,786.17	$77,917.52	$81,046.48	$84,175.43
11	$74,398.34	$77,524.90	$80,656.25	$83,787.61	$86,916.56
12	$74,398.34	$80,376.16	$83,507.51	$86,636.47	$89,765.42
13	$74,398.34	$80,376.16	$86,471.28	$89,602.63	$92,731.59
14	$74,398.34	$80,376.16	$86,471.28	$92,683.71	$95,815.06
15	$74,398.34	$80,376.16	$86,471.28	$92,683.71	$99,018.23
16	$77,017.37	$82,995.19	$89,090.32	$95,302.75	$101,637.27
17	$80,234.91	$86,215.12	$92,310.25	$98,522.68	$104,857.20
25	$83,577.71	$89,557.92	$95,653.05	$101,865.48	$108,200.00

Interns	$47,277.,09

The O'Farrell Charter School
Assistant Principal/Principal Salary Schedule
(Step increases will be effective every July 1, 2015)
209 days (11 month)

	Step 1	Step 2	Step 3	Step 4	Step 5
A.P./Principal	$91,000	$93,000	$96,000	$99,000	$102,000
	$8,272.72	$8,454.55	$8,727.27	$8,881.81	$9,272.73

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: May 11, 2015
Action Item 4

RECOMMENDATION: Award the renewal of our Health/Dental/Vision/LTD/Life Package to DBS Arthur J. Gallagher & Co. for the 2015-2016 school year with a proposed $6,757.00 increase.

BACKGROUND INFORMATION:

The Board of Directors has awarded our medical, dental, vision, life, disability, chiropractic and employee assistance to Discovery Benefit Solutions, Inc. for the past four years.

CURRENT INFORMATION:

This year's increase is based on 94 employees. We expect to hire six to eight more employees for the upcoming 2015-2016 school year.

ADDITIONAL DATA:

On November 6, 2014 - - Arthur J. Gallagher & Co. (NYSE: AJG) announced the acquisition of Discovery Benefit Solutions, Inc. in San Diego, California. Terms of the transaction were not disclosed.

Arthur J. Gallagher & Co., an international insurance brokerage and risk management services firm, is headquartered in Itasca, Illinois, has operations in 30 countries and offers client service capabilities in more than 140 countries around the world through a network of correspondent brokers and consultants.

O'FARRELL CHARTER SCHOOL
PROJECTION OF ALL BENEFIT COSTS
7/1/2015 - 6/30/2016

FINAL

	O'Farrell Charter School 2014 Current	O'Farrell Charter School 2015 Proposed Renewal	O'Farrell Charter School 2015 Negotiated Renewal
TOTAL EMPLOYEES	*94*	*94*	*94*
MEDICAL/Rx	$793,330.00	$836,961.00	$793,330.00
DENTAL	$76,610.00	$76,610.00	$76,610.00
VISION	$6,289.00	$6,289.00	$6,289.00
LIFE	$6,262.00	$6,262.00	$5,123.00
LTD	$4,748.00	$4,748.00	$4,748.00
EAP	$0.00	$0.00	$0.00
DBS GALLAGHER CONSULTANT FEE	$16,920.00	$24,816.00	$24,816.00
GROSS COSTS	$904,159.00	$955,686.00	$910,916.00
Annual Gross Cost Per EE	$9,618.71	$10,166.87	$9,690.60
Premium Increase		$51,527.00	$6,757.00
Employee Contributions	$0.00	$0.00	$0.00
NET COSTS	$904,159.00	$955,686.00	$910,916.00
Annual Net Cost Per EE	$9,618.71	$10,166.87	$9,690.60
Product	Carrier	Carrier	Carrier
Medical	SHP Performance $10/100%	SHP Performance $10/100%	SHP Performance $10/100%
Dental	Guardian PPO/DMO	Guardian PPO/DMO	Guardian PPO/DMO
Vision	Self funded	Self funded	Self funded
Life	Guardian	Guardian	Guardian
LTD	Guardian	Guardian	Guardian
EAP	Guardian	Guardian	Guardian

**EAP costs included in Guardian dental & vision premiums.*
**DBSG Consulting Fee equal to 2% of medical only premiums in 2104 and 3% of medical only premiums in 2015.*
**Orthodontia benefit added to Guardian PPO plan for 2015 renewal at no additional cost.*

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: May 11, 2015
Action Item 5

RECOMMENDATION: Approve the updated three-year Local Control and Accountability Plan (LCAP) Draft for The O'Farrell Charter School.

BACKGROUND INFORMATION:

The LCAP was developed last year and on June 9, 2014, the Board of Directors approved and adopted our three-year Local Control and Accountability Plan beginning July 1, 2014 for The O'Farrell Charter Schools.

CURRENT INFORMATION:

Every year The O'Farrell Charter School will update the Local Control and Accountability Plan (LCAP).

ADDITIONAL INFORMATION:

See our attached Local Control and Accountability Plan draft.

The final will be brought to the board on June 8, 2015 for final approval.

LEA: The O'Farrell Charter School | Contact: Jonathan Dean, Principal/Superintendent, jonathan.dean@ofarrellschool.org

LCAP Year: 2014-2015, 2015-2016, & 2016-2017

Local Control and Accountability Plan and Annual Update Template

The Local Control and Accountability Plan (LCAP) and Annual Update Template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5. The LCAP and Annual Update Template must be completed by all LEAs each year.

For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.

For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.

Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.

The LCAP is intended to be a comprehensive planning tool. Accordingly, in developing goals, specific actions, and expenditures, LEAs should carefully consider how to reflect the services and related expenses for their basic instructional program in relationship to the state priorities. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.

For each section of the template, LEAs shall comply with instructions and should use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. However, the narrative response and goals and actions should demonstrate each guiding question was considered during the development of the plan. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.

State Priorities

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

A. Conditions of Learning:

Basic: *degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)*

Implementation of State Standards: *implementation of academic content and performance standards and English language development standards adopted by the state board for all pupils, including English learners. (Priority 2)*

Course access: *pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)*

Expelled pupils (for county offices of education only): *coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)*

Foster youth (for county offices of education only): *coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)*

B. Pupil Outcomes:

Pupil achievement: *performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)*

Other pupil outcomes: *pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)*

C. Engagement:

Parental involvement: *efforts to seek parent input in decision making at the district and each schoolsite, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)*

Pupil engagement: *school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)*

School climate: *pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)*

Section 1: Stakeholder Engagement

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52060(g), 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52066(g), 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

Instructions: Describe the process used to consult with parents, pupils, school personnel, local bargaining units as applicable, and the community and how this consultation contributed to development of the LCAP or annual update. Note that the LEA's goals, actions, services and expenditures related to the state priority of parental involvement are to be described separately in Section 2. In the annual update boxes, describe the stakeholder involvement process for the review, and describe its impact on, the development of the annual update to LCAP goals, actions, services, and expenditures.

Guiding Questions:

1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in Education Code section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representatives of parents and guardians of pupils identified in Education Code section 42238.01?
6) What specific actions were taken to consult with pupils to meet the requirements 5 CCR 15495(a)?
7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Involvement Process	Impact on LCAP
Staff, community members, and parents were involved in the formation of this local control accountability plan as outlined in the LEA's LCAP timeline.	As a result of parent and community input, several new action items were created and will be implemented in year two of the LCAP. As a result of staff input, two goals were amended to reflect current practices and success indicators.

Annual Update:

Category A: Conditions of Learning	
PRIORITY 1: ***Basic***	**Degree to which teachers are appropriately assigned and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials and school facilities are maintained in good repair.** • Appropriate teacher assignment (e.g. HQT report) • Sufficient instructional materials • Facilities in good repair
PRIORITY 2: ***Implementation of State Standards***	**Implementation of academic content and performance standards adopted by the state board for all pupils.** • Staff common core state standards training • Adoption of common core aligned textbooks
PRIORITY 7: ***Course Access***	**Pupil enrollment in a broad course of study that includes all of the subject areas.** • All students in HS enrolled in A-G curriculum • Additional Advanced Placement Courses (Biology, Calculus, US History, English)
Category B: Pupil Outcomes	
PRIORITY 4: ***Pupil Achievement***	**Performance on standardized tests, score on Academic Performance Index, English learners that become English proficient, English learner reclassification rate, pupils that pass Advanced Placement exams with a 3 or higher, prepared for college by the Early Assessment Program (11th).** • Reduction in class size • Supplemental College Board Spring Board curriculum • NWEA maps assessment • Strategy of the month staff professional development • Hired a program coordinator instruction/curriculum coach (L.Wong) • Two additional English Language Learner aides • PSAT (all 10th) • Skills and strategies intervention class
PRIORITY 8: ***Other Pupil Outcomes***	**Pupil outcomes in the subject areas.** **(e.g. English, Mathematics, Social Science, Science, Visual & Performing Arts, Health, Physical Education, Career & Technical Education, and other.)** • Addition of technology equipment • Expanded Professional development -Next Generation Science Standards/Stem/AVID/AP summer institute/Charter School Conference, etc.)

Category C: Engagement	
PRIORITY 3: ***Parental Involvement***	**Efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups.** • Fall Parent Night/Spring Open House • California Healthy Kids Survey • Newsletter/Increased parent communication through use of technology • ELAC/PTO/SSC
PRIORITY 5: ***Pupil Engagement***	**School attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates.** • SAY San Diego • Additional School Counselor • Summer school • Cont. Supplemental Educational Tutoring Services
PRIORITY 6: ***School Climate***	**Pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, and parents and teachers on the sense of safety and school connectedness. Decrease in suspensions** • New online discipline monitoring system • Reduced suspensions

Timeline:

2014-15 Locally Controlled Accountability Plan (LCAP) timeline	
January-April, 2015	• OCS facilitates engagement of school staff, parents, and students through online survey.
February 2015	• LCAP leadership committee meets and confers with Charter School Management Corporation (CSMC) regarding 2014-15 LCFF budget. • OCS School Board conducts public meeting to discuss LCAP, annual update, and 8 priority areas. • OCS engages to English Language Advisory Committee on LCAP annual update • OCS facilitates school staff input and provides professional development on the 8 LCAP priorities of LCAP. Staff reviews annual progress on student achievement • OCS Teachers meet with parents of academically at-risk students to conduct Supportive Learning Plans (SLPs). Parents and students are offered additional venue to provide input on LCAP and areas of need.
March 2015	• OCS engages County child welfare agency, Foster youth and kinship organizations, and foster youth parents through Southeastern Collaborative meeting. • OCS presents 2014-15 LCAP initial findings to advisory ELAC, SSO and PTO committees. Committees provide additional feedback on findings • OCS leadership team meets analyzes findings and from stakeholder meetings and online surveys. • OCS meets and confers with CSMC to share findings and initial draft of 2014-15 LCAP.
April 2015	• OCS shares initial draft of 2014-15 LCAP with school staff • OCS presents 2014-15 LCAP to School Board for initial review • OCS shares initial advisory ELAC, PTO, SSO, committees
May – June 2015	• OCS holds public hearing to discuss 2014-15 LCAP draft. • OCS presents initial draft of LCAP to advisory committees (SSC & PTO). Public is provided additional venue to offer input and feedback. • OCS School Board Adopts 2014-15 LCAP. OCS submits 2014-15 LCAP to San Diego Unified School District Board.

Section 2: Goals, Actions, Expenditures, and Progress Indicators

Instructions:

All LEAs must complete the LCAP and Annual Update Template each year. The LCAP is a three-year plan for the upcoming school year and the two years that follow. In this way, the program and goals contained in the LCAP align with the term of a school district and county office of education budget and multiyear budget projections. The Annual Update section of the template reviews progress made for each stated goal in the school year that is coming to a close, assesses the effectiveness of actions and services provided, and describes the changes made in the LCAP for the next three years that are based on this review and assessment.

Charter schools may adjust the table below to align with the term of the charter school's budget that is submitted to the school's authorizer pursuant to Education Code section 47604.33.

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, to be achieved for each state priority as defined in 5 CCR 15495(i) and any local priorities; a description of the specific actions an LEA will take to meet the identified goals; a description of the expenditures required to implement the specific actions; and an annual update to include a review of progress towards the goals and describe any changes to the goals.

To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

Using the following instructions and guiding questions, complete a goal table (see below) for each of the LEA's goals. Duplicate and expand the fields as necessary.

Goal: Describe the goal:

When completing the goal tables, include goals for all pupils and specific goals for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the schoolsite level. The LEA may identify which schoolsites and

subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or schoolsite.

Related State and/or Local Priorities: Identify the state and/or local priorities addressed by the goal by placing a check mark next to the applicable priority or priorities. The LCAP must include goals that address each of the state priorities, as defined in 5 CCR 15495(i), and any additional local priorities; however, one goal may address multiple priorities.

Identified Need: Describe the need(s) identified by the LEA that this goal addresses, including a description of the supporting data used to identify the need(s).

Schools: Identify the schoolsites to which the goal applies. LEAs may indicate "all" for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5).

Applicable Pupil Subgroups: Identify the pupil subgroups as defined in Education Code section 52052 to which the goal applies, or indicate "all" for all pupils.

Expected Annual Measurable Outcomes: For each LCAP year, identify and describe specific expected measurable outcomes for all pupils using, at minimum, the applicable required metrics for the related state priorities. Where applicable, include descriptions of specific expected measurable outcomes for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and at the schoolsite level.

The metrics used to describe the expected measurable outcomes may be quantitative or qualitative, although the goal tables must address all required metrics for every state priority in each LCAP year. The required metrics are the specified measures and objectives for each state priority as set forth in Education Code sections 52060(d) and 52066(d). For the pupil engagement priority metrics, LEAs must calculate the rates specified in Education Code sections 52060(d)(5)(B), (C), (D) and (E) as described in the Local Control Accountability Plan and Annual Update Template Appendix, sections (a) through (d).

Actions/Services: For each LCAP year, identify all annual actions to be performed and services provided to meet the described goal. Actions may describe a group of services that are implemented to achieve the identified goal.

Scope of Service: Describe the scope of each action/service by identifying the school sites covered. LEAs may indicate "all" for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5). If supplemental and concentration funds are used to support the action/service, the LEA must identify if the scope of service is districtwide, schoolwide, countywide, or charterwide.

Pupils to be served within identified scope of service: For each action/service, identify the pupils to be served within the identified scope of service. If the action to be performed or the service to be provided is for all pupils, place a check mark next to "ALL."

For each action and/or service to be provided above what is being provided for all pupils, place a check mark next to the applicable unduplicated pupil subgroup(s) and/or other pupil subgroup(s) that will benefit from the additional action, and/or will receive the additional service. Identify, as applicable, additional actions and services for unduplicated pupil subgroup(s) as defined in Education Code section 42238.01, pupils redesignated fluent English proficient, and/or pupils subgroup(s) as defined in Education Code section 52052.

Budgeted Expenditures: For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA's budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

Guiding Questions:

1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning"?
2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes"?
3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement" (e.g., parent involvement, pupil engagement, and school climate)?
4) What are the LEA's goal(s) to address any locally-identified priorities?
5) How have the unique needs of individual schoolsites been evaluated to inform the development of meaningful district and/or individual schoolsite goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
6) What are the unique goals for unduplicated pupils as defined in Education Code sections 42238.01 and subgroups as defined in section 52052 that are different from the LEA's goals for all pupils?
7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
9) What information was considered/reviewed for individual schoolsites?

10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific schoolsites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
12) How do these actions/services link to identified goals and expected measurable outcomes?
13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

GOAL 1:	Increase the number of parents involved in school events.	Related State and/or Local Priorities: 1__ 2__ 3_X_ 4__ 5__ 6__ 7__ 8__ COE only: 9__ 10__ Local : Specify _____
Identified Need :	Increase parental Involvement	
Goal Applies to:	Schools: The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy)	
	Applicable Pupil Subgroups: English Language Learners, Low Income, and Foster Youth	

LCAP Year 1: 2014-2015

Expected Annual Measurable Outcomes:	Increase the number of parents involved in school initiatives and events by 30%, as measured by event sign-in archives.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide a minimum of four parent workshops and one open house annually to increase the number of parents trained in academic initiatives, and implement a Spring open house with dinner offered to families in attendance.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$3,000
Implement parent nights focused on academics, college preparatory advising, and access to post secondary options	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$2,000
Purchase technology to implement a text alert/reminder system for upcoming events to increase communication with parents. Use WestEd California Healthy Kids Survey (CHKS) to measure school climate and student safety, and make report results available to parents.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$15,000

LCAP Year 2: 2015-2016			
Expected Annual Measurable Outcomes:	Increase the number of parents involved in school initiatives and events by 35% (from year one), as measured by event sign-in archives.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide a minimum of four parent workshops (including one common core math night and 12 parenting classes in Spanish and English provided in conjunction with FSS), a Spring open house with dinner offered to families in attendance, and one back to school night annually to increase the number of parents trained in academic initiatives.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$4,000
Provide a minimum of two parent days/family days (one during the first semester and one during the second semester) during which families are invited to school for a free barbeque, games, activities, etc. aimed at increasing school connectedness and school spirit.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$4,000
Purchase materials (stationary, postcards, etc.) required to mail home letters to parents and students.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$1,000

LCAP Year 3: 2016-2017			
Expected Annual Measurable Outcomes:	Increase the number of parents involved in school initiatives and events by 40% (from year one), as measured by event sign-in archives.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Purchase materials (stationary, postcards, etc.) required to mail home letters to parents and students.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$1,000
Provide a minimum of two parent days/family days (one during the first semester and one during the second semester) during which families are invited to school for a free barbeque, games, activities, etc. aimed at increasing school connectedness and school spirit.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$4,000
Provide a minimum of four parent workshops (including one common core math night and 12 parenting classes in Spanish and English provided in conjunction with FSS), a Spring open house with dinner offered to families in attendance, and one back to school night annually to increase the number of parents trained in academic initiatives.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$4,000

GOAL 2:	Increase the number of students who score proficient or above in math and English language arts on the SBAC assessment each year from a baseline year score in 2014-2015.	Related State and/or Local Priorities: 1_X_ 2_X_ 3__ 4_X_ 5__ 6__ 7__ 8__ COE only: 9__ 10__ Local : Specify _____

Identified Need :	Increase the number of students who score proficient or above in math and English language arts on the SBAC assessment.
Goal Applies to:	Schools: The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy)
	Applicable Pupil Subgroups: English Language Learners, Low Income, and Foster Youth

LCAP Year 1: 2014-2015

Expected Annual Measurable Outcomes:	Increase the number of students scoring proficient and above on annual SBAC assessment in math and language arts, with a base score established in 2014-2015.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Purchase and adopt College Board Spring Board pre-AP aligned to common core state standards curriculum, with the intent to increase enrollment of foster youth, English Language Learners, and low income students in Advanced Placement courses.	Middle Academy	_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$20,000
Purchase Rosetta Stone Language Suite to promote the development of 21st century students and enhance the mastery of a foreign language.	LEA-Wide	_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$18,000
Purchase and implement MAPS (Measures of Academic Progress) testing three times a year through NWEA (North West Educational Association) to monitor student achievement throughout the school year.	LEA-Wide	_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$23,228

LCAP Year 2: 2015-2016			
Expected Annual Measurable Outcomes:	Increase the number of students scoring proficient and above on annual SBAC assessment in math and language arts (Baseline +1).		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Purchase Rosetta Stone Language Suite to promote the development of 21st century students and enhance the mastery of a foreign language. Purchase Accelerated Reading and Accelerated Math to increase student proficiency in basic math and reading skills. Purchase Typing Agent to provide typing skill development to ensure students have the keyboarding skills necessary for success on the SBAC. Purchase Spatial-Temporal Math (ST Math) to build number sense and basic math skills development.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$65,000
Purchase consumables necessary to continue teaching College Board Spring Board Pre-AP aligned to common core state standards curriculum.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$10,000

Implement a zero period math and English language arts course, and purchase necessary curriculum, for students in need of basic skills development. Implement additional after school tutoring courses (for the duration of one hour) to support student learning and remediate basic skills necessary for success on the SBAC. Hire an additional Saturday school teacher so that O'Farrell may accommodate extra students in need of homework assistance and/or tutoring to build skills necessary for success on the SBAC, as determined by course grades.	LEA-Wide	_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$80,000

LCAP Year 3: 2016-2017			
Expected Annual Measurable Outcomes:	Increase the number of students scoring proficient and above on annual SBAC assessment in math and language arts (Baseline +2).		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Purchase common core math textbooks for grades kindergarten through eight, to be implemented beginning 2016-2017 school year. Continue to purchase consumables necessary to continue teaching College Board Spring Board pre-AP aligned to common core state standards curriculum. Continue to purchase Rosetta Stone Language Suite to promote the development of 21st century students and enhance the mastery of a foreign language. Continue to purchase Accelerated Reading and Accelerated Math to increase student proficiency in basic math and reading skills. Continue to purchase Typing Agent to provide typing skill development to ensure students have the keyboarding skills necessary for success on the SBAC. Continue to purchase Spatial-Temporal Math (ST Math) to build number sense and basic math skills development.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$220,000

Add additional summer school enrichment and acceleration courses so that students can take additional courses to enrich and accelerate, in addition to remediate, their learning.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$40,000
Continue to implement a zero period math and English language arts course, and purchase necessary curriculum, for students in need of basic skills development. Continue implement additional after school tutoring courses (for the duration of one hour) to support student learning and remediate basic skills necessary for success on the SBAC. Continue to hire an additional Saturday school teacher so that O'Farrell may accommodate extra students in need of homework assistance and/or tutoring to build skills necessary for success on the SBAC, as determined by course grades.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$15,000

GOAL 3:	Increase the number of English Language Learners who reclassify as fully English proficient.	Related State and/or Local Priorities: 1__ 2__ 3__ 4_X_ 5__ 6__ 7__ 8_X_ COE only: 9__ 10__ Local : Specify _____

Identified Need :	Increase the number of English Language Learners who achieve English proficiency.	
Goal Applies to:	Schools:	The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy)
	Applicable Pupil Subgroups:	English Language Learners

LCAP Year 1: 2014-2015

Expected Annual Measurable Outcomes:	Increase the number of English Language Learners reclassified as fully English proficient by 16%.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
All teachers will receive year-long professional development in common core writing with an emphasis on text dependent writing, citing evidence, and complex text analysis to increase rigor in all classes. Additional professional development in STEM and technology use in the classroom.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$10,672
Staff will attend AVID summer institute to learn strategies to enhance education and supports for students, and attend the California Charter Schools conference to learn common core writing techniques through training and workshops.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$13,000
Allocate increased time for instructional leadership and coaching practices throughout the school year, including additional time at the start of the school year to establish strategic plans to address struggling students.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$10,100

LCAP Year 2: 2015-2016			
Expected Annual Measurable Outcomes:	Reclassify at least 5% of the school's ELL population.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
O'Farrell will adopt an LEA Charter specific English Language Learner Reclassification system that mirrors that of San Diego Unified School District, but allows for in-house reclassification of ELLs using additional LEA charter specific guidelines. Continue to allocate increased time for instructional leadership and coaching practices throughout the school year, including additional time at the start of the school year to establish strategic plans to address struggling students.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$1,100
Hire three additional ELL aides to assist struggling students school-wide (Elementary, Middle, and High School Academy) with the goal of helping students meet the academic criteria for ELL reclassification.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$90,000
Continue year-long professional development in common core writing with an emphasis on text dependent writing, citing evidence, and complex text analysis to increase rigor in all classes. Additional professional development in STEM and technology use in the classroom.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$43,672

Staff will attend AVID summer institute to learn strategies to enhance education and supports for students, and attend the California Charter Schools conference to learn common core writing techniques through training and workshops. Additionally, O'Farrell will add an Elementary AVID program.		

LCAP Year 3: 2016-2017			
Expected Annual Measurable Outcomes:	Reclassify at least 5% of the school's ELL population.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Purchase and implement AVID Excel, an AVID curriculum created specifically to teach and support long term English Language Learners.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$10,000
Staff will attend AVID summer institute to learn strategies to enhance education and supports for students, and attend the California Charter Schools conference to learn common core writing techniques through training and workshops. Continue year-long professional development in common core writing with an emphasis on text dependent writing, citing evidence, and complex text analysis to increase rigor in all classes. Additional professional development in STEM and technology use in the classroom.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$23, 672
Continue to allocate increased time for instructional leadership and coaching practices throughout the school year, including additional time at the start of the school year to establish strategic plans to address struggling students.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$10,100

GOAL 4:	Increase student performance to demonstrate readiness to participate in curriculum designed for native English speakers (taught in core classes).	Related State and/or Local Priorities: 1__ 2__ 3__ 4_X_ 5__ 6__ 7_X_ 8__ COE only: 9__ 10__ Local : Specify _____

Identified Need :	Increase English language proficiency and achievement of English Language Learners.	
Goal Applies to:	Schools:	The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy)
	Applicable Pupil Subgroups:	English Language Learners

LCAP Year 1: 2014-2015

Expected Annual Measurable Outcomes:	Increase student performance on English core class readiness assessments from a baseline established during 2014-2015 school year.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
LEA will hire four department chairs in each academy and four lead department chairs to lead instructional improvement efforts. The leadership team, including assistant principals, school counselors, and instructional leaders, conduct walk-throughs and classroom observations with the intent to look for and implement school wide strategies to improve student learning in strategic and core classes.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$7,500
LEA will continue to reduce class sizes in language arts and math to increase student achievement.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$228,971
LEA will monitor evidence of teaching strategies implemented in classrooms, benchmark assessments, and MAP assessment scores of students and allocate teacher collaboration time throughout the school year for vertical skills alignment with the goal of increasing pupil enrollment in rigorous, high level courses.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____	

LCAP Year 2: 2015-2016			
Expected Annual Measurable Outcomes:	Increase student performance on English core class readiness assessments (B+1).		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
LEA will hire four department chairs in each academy and four lead department chairs to lead instructional improvement efforts. The leadership team, including assistant principals, school counselors, and instructional leaders, conduct walk-throughs and classroom observations with the intent to look for and implement school wide strategies to improve student learning in strategic and core classes.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$7,500
LEA will continue to monitor evidence of teaching strategies implemented in classrooms, benchmark assessments, and assessment scores of students and allocate teacher collaboration time throughout the school year for vertical skills alignment with the goal of increasing pupil enrollment in rigorous, high level courses. Additional professional development will be given to select staff members with the intent to target specific instruction techniques to support English Language Learners.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$3,000

LCAP Year 3: 2016-2017			
Expected Annual Measurable Outcomes:	Increase student performance on English core class readiness assessments (B+2).		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
LEA will hire four department chairs in each academy and four lead department chairs to lead instructional improvement efforts. The leadership team, including assistant principals, school counselors, and instructional leaders, conduct walk-throughs and classroom observations with the intent to look for and implement school wide strategies to improve student learning in strategic and core classes.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$7,500
LEA will continue to monitor evidence of teaching strategies implemented in classrooms, benchmark assessments, and assessment scores of students and allocate teacher collaboration time throughout the school year for vertical skills alignment with the goal of increasing pupil enrollment in rigorous, high level courses. Additional professional development will be given to select staff members with the intent to target specific instruction techniques to support English Language Learners.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$3,000

GOAL 5:	All foster youth will have a comprehensive academic assessment completed by the homebase teacher of record, Family Support Services, and the high school counselors, and actions will be taken to remediate academic deficiencies as needed.	Related State and/or Local Priorities: 1__ 2__ 3__ 4_X_ 5_X_ 6__ 7__ 8__ COE only: 9__ 10__ Local : Specify _____

Identified Need :	Monitor and support foster youth.	
Goal Applies to:	Schools:	The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy)
	Applicable Pupil Subgroups:	Foster Youth

LCAP Year 1: 2014-2015

Expected Annual Measurable Outcomes:	Complete a comprehensive academic assessment with 65% of the LEAs foster youth and take actions to increase achievement, support levels, and graduation rates.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide supplemental educational services.	LEA-Wide	__ALL OR: __Low Income pupils __English Learners _X_Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$67,344
Provide extended learning opportunities during summer school that target instructional support to students in need of assistance and/or academic remediation.	LEA-Wide	__ALL OR: __Low Income pupils __English Learners _X_Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$45,000
Foster youth will receive case management and counseling from Family Support Services and SAY San Diego.	LEA-Wide	__ALL OR: __Low Income pupils __English Learners _X_Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$25,000

LCAP Year 2: 2015-2016			
Expected Annual Measurable Outcomes:	Complete a comprehensive academic assessment with 85% of the LEAs foster youth and take actions to increase achievement, support levels, and graduation rates.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide extended learning opportunities during summer school that target instructional support to students in need of assistance and/or academic remediation. Hire an additional student advocate to handle student counseling and advocacy case-loads and to support foster youth through transitions. Foster youth will receive case management and counseling from Family Support Services and SAY San Diego.	LEA-Wide	__ALL OR: __Low Income pupils __English Learners _X_Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$110,000
Provide enrichment activities and field trips for foster youth after school and on weekends at least 4 times a year to promote social-emotional well-being and to foster academic achievement and school connectedness.	LEA-Wide	__ALL OR: __Low Income pupils __English Learners _X_Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$7,000

LCAP Year 3: 2016-2017

Expected Annual Measurable Outcomes:	Complete a comprehensive academic assessment with 100% of the LEAs foster youth and take actions to increase achievement, support levels, and graduation rates.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide extended learning opportunities during summer school that target instructional support to students in need of assistance and/or academic remediation. Foster youth will receive case management and counseling from Family Support Services and SAY San Diego.	LEA-Wide	__ALL OR: __Low Income pupils __English Learners _X_Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$110,000
Provide enrichment activities and field trips for foster youth after school and on weekends at least four times a year to promote social-emotional well-being and to foster academic achievement and school connectedness.	LEA-Wide	__ALL OR: __Low Income pupils __English Learners _X_Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$7,000

GOAL 6:	Increase the rate of students eligible to apply to four-year colleges/universities.	Related State and/or Local Priorities: 1__ 2__ 3__ 4_X_ 5_X_ 6__ 7__ 8_X_ COE only: 9__ 10__ Local : Specify _____

Identified Need :	Monitor and support students to increase graduation rates and completion of A-G requirements.	
Goal Applies to:	Schools:	The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy)
	Applicable Pupil Subgroups:	Foster Youth, Low Income, and English Language Learners

LCAP Year 1: 2014-2015

Expected Annual Measurable Outcomes:	Increase the rate of students completing A-G requirements and Advanced Placement readiness courses by 25% each year from a baseline established in 2014-2015.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
School counselors will ensure every transferring foster youth will be enrolled in the appropriate classes and awarded credit for all work completed and partial credits.	High School	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$1,000
Ensure academic supports, remediation, transportation, and costs/fees for sports and extra-curricular programs.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$4,000
Pay for high school students to take the preliminary SAT (PSAT) exam to increase college readiness and performance.	High School	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$1,000

LCAP Year 2: 2015-2016			
Expected Annual Measurable Outcomes:	Increase the rate of students completing A-G requirements and Advanced Placement readiness courses by 25% from 2014-2015.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
School counselors will ensure every transferring student will be enrolled in the appropriate classes and awarded credit for all work completed and partial credits.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$1,000
Ensure academic supports, remediation, transportation, and costs/fees for sports and extra-curricular programs, including a one week Advanced Placement Camp over the summer.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$4,000
Pay for high school students to take the preliminary SAT (PSAT) exam to increase college readiness and performance. Purchase and utilize Naviance and Cappex to track high school progress and assessment. Offer SAT scholarships ($28 per student) to high school students to offset the costs of testing.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$3,000

LCAP Year 3: 2016-2017			
Expected Annual Measurable Outcomes:	Increase the rate of students completing A-G requirements and Advanced Placement readiness courses by 25% from 2015-2016.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
School counselors will ensure every transferring student will be enrolled in the appropriate classes and awarded credit for all work completed and partial credits.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$1,000
Ensure academic supports, remediation, transportation, and costs/fees for sports and extra-curricular programs, including a one week Advanced Placement Camp over the summer.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$4,000
Pay for high school students to take the preliminary SAT (PSAT) exam to increase college readiness and performance. Purchase and utilize Naviance and Cappex to track high school progress and assessment. Offer SAT scholarships ($28 per student) to high school students to offset the costs of testing.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$3,000

GOAL 7:	Decrease the number of suspensions for all students.	Related State and/or Local Priorities: 1__ 2__ 3__ 4__ 5__ 6_X_ 7__ 8__ COE only: 9__ 10__ Local : Specify _____

Identified Need :	Decrease the number of suspensions for all students.	
Goal Applies to:	Schools:	The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy)
	Applicable Pupil Subgroups:	Foster Youth, Low Income, and English Language Learners

LCAP Year 1: 2014-2015

Expected Annual Measurable Outcomes:	Decrease the number of suspensions for all students by 5% from previous year.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide professional development to staff on positive student relationship building. Improve school climate by focusing on teacher-student relationships and helping students gain perspective on their actions.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	N/A
Institute Restorative Justice system to increase student engagement and achievement, and to reduce suspensions. Restorative Justice emphasizes a focus on problem solving by expressing feelings and needs, and on exploring how to address future problems. Through a dialogue involving all parties involved, restitution as a means of restoring both parties is a way to achieve a mutually desired outcome.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	N/A
Negate opportunity gaps by creating enrichment camps 4th, 9th, and 12th grade that foster student engagement, positive school culture, and achievement.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$35,000

LCAP Year 2: 2015-2016			
Expected Annual Measurable Outcomes:	Decrease the number of suspensions for all students by 5% from previous year.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Create a school-wide positive behavior support system that utilizes a tiered reward system with progressive discipline, such that students are rewarded and recognized for good behavior and exhibiting school-wide expectations.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$5,000
Continue to implement a restorative justice system to increase student engagement and achievement, and to reduce suspensions. Restorative Justice emphasizes a focus on problem solving by expressing feelings and needs, and on exploring how to address future problems. Through a dialogue involving all parties involved, restitution as a means of restoring both parties is a way to achieve a mutually desired outcome. Track student disciplinary actions, including suspensions and offer student and family supports as necessary to reduce incidences of repeated suspensions.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	N/A
Negate opportunity gaps by creating enrichment camps 4th, 9th, and 12th grade that foster student engagement, positive school culture, and achievement.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$35,000

LCAP Year 3: 2016-2017			
Expected Annual Measurable Outcomes:	Decrease the number of suspensions for all students by 5% form previous year.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Plan for and implement enrichment activities for students as part of a comprehensive positive behavior support plan.	LEA-Wide	_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$10,000
Negate opportunity gaps by creating enrichment camps 4th, 9th, and 12th grade that foster student engagement, positive school culture, and achievement.	LEA-Wide	_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$35,000
Continue to implement a restorative justice system to increase student engagement and achievement, and to reduce suspensions. Restorative Justice emphasizes a focus on problem solving by expressing feelings and needs, and on exploring how to address future problems. Through a dialogue involving all parties involved, restitution as a means of restoring both parties is a way to achieve a mutually desired outcome. Track student disciplinary actions, including suspensions and offer student and family supports as necessary to reduce incidences of repeated suspensions.	LEA-Wide	_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	N/A

GOAL 8:	Fully implement common core state standards in all grade levels and areas and support student learning and teacher preparedness in content areas	Related State and/or Local Priorities: 1__ 2_X_ 3__ 4_X_ 5__ 6__ 7__ 8_X_ COE only: 9__ 10__ Local : Specify _____

Identified Need :	Common core aligned curriculum and supports.	
Goal Applies to:	Schools:	The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy)
	Applicable Pupil Subgroups:	Foster Youth, Low Income, and English Language Learners

LCAP Year 1: 2014-2015

Expected Annual Measurable Outcomes:	LEA will facilitate teachers' understanding and implementation of the common core state standards, with the intent to create detailed teaching and coaching plans focusing on measures of success to drive learning.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Hire an academic program coordinator to serve as an instructional coach who assists teachers with standards implementation, planning lessons and pacing guides, and analyzing assessments throughout the year.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$110,000
Extend the school year (two additional school days) with the intent of providing in depth coaching and professional development to teaching staff, and supporting student achievement by: • Using coaching strategies that gradually release responsibility for implementing instructional practices to the teacher (co-planning, modeling, co-teaching, etc) • Analyze teacher practices through ongoing	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient	$100,000

classroom observations, data analysis, and examination of student work. • Provide clear and direct feedback to teachers based on analysis of practice and track student and teacher progress to assess effectiveness of coaching. • Develop teachers' capacity to collect and analyze multiple sources of data to improve student learning.		__Other Subgroups:(Specify)_____	
Implement a Spring and Winter intersession and after school tutoring in core content areas to support student learning.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	Tutoring: $45,000 Intercession: $35,000

LCAP Year 2: 2015-2016			
Expected Annual Measurable Outcomes:	LEA will facilitate teachers' understanding and implementation of the common core state standards, with the intent to create detailed teaching and coaching plans focusing on measures of success to drive learning.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Hire two additional AVID tutors to assist students during the tutorial process in middle school AVID classes. Purchase and implement a comprehensive English language arts intervention program and grammar support, including texts, materials, and technology to support at-risk students and those in need of intervention resources in grades K through eight. Purchase and implement a common core standards writing program in grades kindergarten through eight.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$90,000
Create and facilitate the implementation of a Spring Break intersession for remediation and to address the needs of below-level students and those at risk of retention	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$10,000
Create professional development opportunities for department chairs through a partnership with the San Diego County Office of Education. Provide a maximum of one release day for specific teaching staff to observe best practices from teachers at other schools and to attend professional learning community discussions and opportunities created through partnerships with neighboring high achieving schools.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$10,000

LCAP Year 3: 2016-2017			
Expected Annual Measurable Outcomes:	LEA will facilitate teachers' understanding and implementation of the common core state standards, with the intent to create detailed teaching and coaching plans focusing on measures of success to drive learning.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Create and facilitate the implementation of a Winter Break intersession for remediation and to address the needs of below-level students and those at risk of retention. Continue to implement Spring Break intercession.	LEA-Wide	_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$20,000
Purchase a common core English Language Arts curriculum for grades kindergarten through five.	LEA-Wide	_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$90,000
Purchase a comprehensive history and NGSS (Next Generation Science Standards) curriculum. Repair and replace classroom iPads and chromebooks as needed to support student use of core and supplemental common core educational programs.	LEA-Wide	_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$80,000

GOAL 9:	Decrease the number of long term English Language Learners	Related State and/or Local Priorities: 1__ 2__ 3_X_ 4_X_ 5__ 6__ 7__ 8_X_ COE only: 9__ 10__ Local : Specify _____

Identified Need :	English Language Learner support	
Goal Applies to:	Schools:	The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy)
	Applicable Pupil Subgroups:	English Language Learners

LCAP Year 1: 2014-2015

Expected Annual Measurable Outcomes:	Decrease number of long term ELL students at LEA by 10%.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Establish additional professional development on English Language Learner support and teaching techniques through WestEd.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$12,000
Hire an additional paraprofessional (ELL aide) to assist students in grades six through twelve with small group instruction, benchmark monitoring, and parental contact. ELL aides will also assist in the following key areas: • Full and consistent implementation and monitoring of standards-based English Language Development instruction at all levels. • Increase classroom instructional time allocated for ELD • Provide additional ELD intervention instruction	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$91,000

Use data management system to monitor ELL progress on benchmarks and RFEP (reclassified fluent English proficient) student progress.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	

LCAP Year 2: 2015-2016			
Expected Annual Measurable Outcomes:	Decrease number of long term ELL students at LEA by 9%.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Purchase AVID Excel to address needs of and support English Language Learners in AVID courses.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$25,000
Facilitate the implementation of ELL support courses during summer session for the duration of four weeks.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$25,000
Provide professional development for ELL paraprofessionals through partnerships and common core professional trainings at the San Diego County Office of Education.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$1,000

LCAP Year 3: 2016-2017			
Expected Annual Measurable Outcomes:	Decrease number of long term ELL students at LEA by 8%.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide professional development for ELL paraprofessionals through partnerships and common core professional trainings at the San Diego County Office of Education.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$1,000
Facilitate the implementation of ELL support courses during summer session for the duration of four weeks.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$25,000
Provide additional professional development opportunities for staff working with ELL students, including staff retreat, SDCOE, and in house training opportunities.	LEA-Wide	__ALL OR: __Low Income pupils _X_English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$1,500

GOAL 10:	Increase student attendance rates.	Related State and/or Local Priorities: 1__ 2__ 3_X_ 4__ 5_X_ 6_X_ 7__ 8__ COE only: 9__ 10__ Local : Specify _____

Identified Need :	Decrease student truancy rates.
Goal Applies to:	Schools: The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy)
	Applicable Pupil Subgroups: English Language Learners, Foster Youth, and Low Income

LCAP Year 1: 2014-2015

Expected Annual Measurable Outcomes:	Decrease number of students missing 16 days or more each school year by 10%.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Increase strength of PTO, ELAC, and SSC to educate and involve parents of students in identified subgroups.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$4,000
Utilize policy and data infrastructure necessary to support and monitor the educational success of foster youth and low-income students.	LEA-Wide	__ALL OR: _X_Low Income pupils __English Learners _X_Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	N/A
Implement parent education classes throughout the year centered on the following topics: • Attendance • Gradebook portal • Family literacy • ELD • College preparatory	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$4,000

LCAP Year 2: 2015-2016			
Expected Annual Measurable Outcomes:	Decrease number of students missing 16 days or more each school year by 9%.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Implement a positive attendance reward field trip twice yearly to attain target attendance rates.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$5,000
Create and promote a school-wide positive attendance reward system every 6 weeks to attain target attendance rates.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$15,000
Implement parent education classes throughout the year centered on the following topics: • Attendance • Gradebook portal • Family literacy • ELD • College preparatory	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$4,000

LCAP Year 3: 2016-2017			
Expected Annual Measurable Outcomes:	Decrease number of students missing 16 days or more each school year by 8%.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Implement a positive attendance reward field trip twice yearly to attain target attendance rates. Create and promote a school-wide positive attendance reward system every 6 weeks to attain target attendance rates.	LEA-Wide	_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$20,000
Implement parent education classes throughout the year centered on the following topics: • Attendance • Gradebook portal • Family literacy • ELD • College preparatory	LEA-Wide	_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	$4,000

Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.

Annual Update

Annual Update Instructions: For each goal in the prior year LCAP, review the progress toward the expected annual outcome(s) based on, at a minimum, the required metrics pursuant to Education Code sections 52060 and 52066. The review must include an assessment of the effectiveness of the specific actions. Describe any changes to the actions or goals the LEA will take as a result of the review and assessment. In addition, review the applicability of each goal in the LCAP.

Guiding Questions:

1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
3) How have the actions/services addressed the identified needs and goals of specific schoolsites and were these actions/services effective in achieving the desired outcomes?
4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 1 from prior year LCAP:	Increase the number of parents involved in school events.	Related State and/or Local Priorities: 1__ 2__ 3_X_ 4__ 5__ 6__ 7__ 8__ COE only: 9__ 10__ Local : Specify _____
Goal Applies to:	Schools: The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy)	
	Applicable Pupil Subgroups: Foster Youth, Low Income, and English Language Learner (Elementary, Middle, and High School)	

Expected Annual Measurable Outcomes:	Increase the number of parents involved in school initiatives and events by 30%, as measured by event sign-in archives.	Actual Annual Measurable Outcomes:	PTO sign-in archives indicate that PTO attendance increased during the 2014-2015 school year by 36%. ELAC sign-in archives indicate that ELAC attendance increased during the 2014-2015 school year by 54%.

LCAP Year: 2014-2015

Planned Actions/Services		Budgeted Expenditures	Actual Actions/Services		Estimated Actual Annual Expenditures
Provide a minimum of four parent workshops and one Open House annually to increase the number of parents trained in academic initiatives, and implement a Spring Open House with dinner offered to families in attendance. Implement parent nights focused on academics, college preparatory advising, and access to post secondary options.		$5,000	O'Farrell held the following parents workshops/events during the 2014-2015 school year: -Fall Open House: September 4 -Spring Open House: April 28 -Literacy Night: November 13 -Parent Portal Training/Orientation: October 7 -Sixth Grade Informational Meeting: December 4 Parent/Staff Leadership Event: February 9		$3,315
Scope of service:	Foster Youth, Low Income, and English Language Learner (Elementary, Middle, and High School)		Scope of service:	Foster Youth, Low Income, and English Language Learner (Elementary, Middle, and High School)	
_X_ ALL OR: __Low Income pupils __English Learners			_X_ ALL OR: __Low Income pupils __English Learners		

__Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			__Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		
Purchase technology to implement a text alert/reminder system for upcoming events to increase communication with parents. Use WestEd California Healthy Kids Survey (CHKS) to measure school climate and student safety, and make report results available to parents.		$15,000	O'Farrell implemented a new text alert/reminder system to communicate with parents beginning in October 2014. O'Farrell administered the Healthy Kids survey on the following dates: -Elementary Academy - June 11 -High School Academy - June 8 -Middle Academy - June 5		$4,015
Scope of service:	Foster Youth, Low Income, and English Language Learner (Elementary, Middle, and High School)		Scope of service:	Foster Youth, Low Income, and English Language Learner (Elementary, Middle, and High School)	
_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	LEA will lower the expenditures estimate required to purchase and maintain text/communication alert system for parents and expenses to administer and share the results of the Healthy Kids Survey with school stakeholders.				

Original GOAL 2 from prior year LCAP:	Increase the number of students who score proficient or above in math and English language arts on the SBAC assessment each year from a baseline year score in 2014-2015.	Related State and/or Local Priorities: 1_X_ 2_X_ 3__ 4_X_ 5__ 6__ 7__ 8__ COE only: 9__ 10__ Local : Specify _____
Goal Applies to:	Schools: The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy) Applicable Pupil Subgroups: Foster Youth (Elementary, Middle, and High School)	
Expected Annual Measurable Outcomes:	Increase the number of students scoring proficient and above on annual SBAC assessment in math and language arts, with a base score established in 2014-2015.	Actual Annual Measurable Outcomes: We established our baseline for students who scored proficient or above in math or language arts in grades 3-11.

LCAP Year: 2014-2015

Planned Actions/Services		Budgeted Expenditures	Actual Actions/Services		Estimated Actual Annual Expenditures
Purchase and adopt College Board Spring Board pre-AP aligned to common core state standards curriculum, with the intent to increase enrollment of Foster Youth, English Language Learners, and Low Income Students in Advanced Placement courses.		$20,000	College Board Spring Board pre-AP was purchased prior to the 2014-2015 school year, the curriculum is used in all English language arts classrooms in sixth through eighth grade, and English language arts teachers were provided training in August 2014.		$19,945.69
Scope of service:	Foster Youth, Low Income, and English Language Learner (Elementary, Middle, and High School)		Scope of service:	Foster Youth, Low Income, and English Language Learner (Elementary, Middle, and High School)	
_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		

Purchase Rosetta Stone Language Suite to promote the development of 21st century students and enhance the mastery of a foreign language. Purchase and implement MAPS (Measures of Academic Progress) testing three times a year through NWEA (North West Educational Association) to monitor student achievement throughout the school year.		$41,228	400 Rosetta Stone licenses and 1,100 MAPS licenses were purchased for the 2014-2015 school year. All students in kindergarten through fifth grade use the Rosetta Stone program, as well as select students in middle and high school. 1,100 MAPS testing licenses were purchased for the 2014-2015 school year through Northwest Educational Association. Reading, Language, and Mathematics MAPS benchmarks are given to all students in kindergarten through grade eight three times a year.		$29,909
Scope of service:	Foster Youth, Low Income, and English Language Learner (Elementary, Middle, and High School) _X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		Scope of service:	Foster Youth, Low Income, and English Language Learner (Elementary, Middle, and High School) _X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	

What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	LEA will modify funds allocations to allow for more teacher/department planning time to create and review assessments. Release time for observations and data analysis will be provided for teaching staff. LEA will increase the number of Rosetta Stone licenses purchased to allow for more use in the middle and high school academies.

Original GOAL 3 from prior year LCAP:	Increase the number of English Language Learners who reclassify as fully English proficient.	Related State and/or Local Priorities: 1__ 2__ 3__ 4_X_ 5__ 6__ 7__ 8_X_ COE only: 9__ 10__ Local : Specify _____
Goal Applies to:	Schools: The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy)	
	Applicable Pupil Subgroups: English Language Learners (Elementary, Middle, and High School)	

Expected Annual Measurable Outcomes:	Increase the number of English Language Learners reclassified as fully English proficient by 16%.	Actual Annual Measurable Outcomes:	100 students in grades K-11 were candidates for reclassification in March of 2015. In March of 2014, 1 student was a candidate for reclassification. This indicates a 99% reclassification increase from the previous year.

LCAP Year: 2014-2015

Planned Actions/Services		Budgeted Expenditures	Actual Actions/Services		Estimated Actual Annual Expenditures
All teachers will receive year-long professional development in common core writing with an emphasis on text dependent writing, citing evidence, and complex text analysis to increase rigor in all classes. Additional professional development in STEM and technology use in the classroom. Staff will attend AVID summer institute to learn strategies to enhance education and supports for students, and attend the California Charter Schools conference to learn common core writing techniques through training and workshops.		$10,672	All teachers received professional development once monthly in-house and with outside professionals and consultants on the following dates during the 2014-2015 school year: August 28, January 26, September 10, October 1, November 5, December 3, January 7, February 4, February 25, April 8. 11 staff members attended AVID Summer Institute from August 4-6, 2014.		$10,723.47
Scope of service:	English Language Learners (Elementary, Middle, and High		Scope of service:	English Language Learners (Elementary, Middle, and High	

	School)			School)	
__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____			__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____		
Allocate increased time for instructional leadership and coaching practices throughout the school year, including additional time at the start of the school year to establish strategic plans to address struggling students.			All teaching staff participated in O'Farrell's staff retreat August 25-26 to establish PLCs and year-long goals. An additional planning/professional development day (January 26, 2015) was added into the 2014-20145 school. Teachers in each department met over the summer, prior to the 2014-2015 school year for 16 hours each to establish year-long pacing guides, common assessments, and lessons.		
Scope of service:	English Language Learners (Elementary, Middle, and High School)		Scope of service:	English Language Learners (Elementary, Middle, and High School)	
__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____			__ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____		
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	LEA will create an internal ELL reclassification system, based on guidelines from San Diego Unified School District, but with internal indicators added specific to the LEA. Time and expenditures will be allocated for the creation of this system and for training of teaching staff and ELL support staff.				

Original GOAL 4 from prior year LCAP:	Increase student performance to demonstrate readiness to participate in curriculum designed for native English speakers (taught in core classes).	Related State and/or Local Priorities: 1__ 2__ 3__ 4_X_ 5__ 6__ 7_X_ 8__ COE only: 9__ 10__ Local : Specify _____

Goal Applies to:	Schools: The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy)
	Applicable Pupil Subgroups: English language Learners (Elementary, Middle, and High School)

Expected Annual Measurable Outcomes:	Increase student performance on English core class readiness assessments from a baseline established during 2014-2015 school year.	Actual Annual Measurable Outcomes:	September 2014 baseline MAPS scores indicated that O'Farrell had the following percentages of students earning scores to allow placement and participation in each of the following courses: Honors: 24% Core: 30% Strategic: 32% Intervention: 14%

LCAP Year: 2014-2015

Planned Actions/Services		Actual Actions/Services	
	Budgeted Expenditures		Estimated Actual Annual Expenditures
LEA will hire four department chairs in each academy and four lead department chairs to lead instructional improvement efforts. The leadership team, including assistant principals, school counselors, and instructional leaders, conduct walk-throughs and classroom observations with the intent to look for and implement school wide strategies to improve student learning in strategic and core classes. LEA will continue to reduce class sizes in language arts and math to increase student achievement.	Department Chairs: $7,500 Class Size Reduction: $228,971	O'Farrell offered a stipend to a total of 12 teachers to serve as Academy Department Chairs to oversee the administration and analysis of benchmark assessments, implementation of pacing guides, and to provide coaching and feedback to teachers when needed. O'Farrell hired additional teachers in middle and high school to reduce class size. During the previous year, average class size was 27. During the 2014-2015 school year, the average class size was 25 students.	Department Chairs: $7,500 Class Size Reduction: $228,971

Scope of service:	English Language Learners, Foster Youth, and Low Income (Elementary, Middle, and High School Academies) __ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____		Scope of service:	English Language Learners, Foster Youth, and Low Income (Elementary, Middle, and High School Academies) __ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____	
LEA will monitor evidence of teaching strategies implemented in classrooms, benchmark assessments, and MAP assessment scores of students and allocate teacher collaboration time throughout the school year for vertical skills alignment with the goal of increasing pupil enrollment in rigorous, high level courses.		n/a	O'Farrell posted a credentialed non-teaching position prior to the 2014-2015 school year and hired a Coordinator of Academic Programs to assist with coaching and curriculum initiatives school-wide and to ensure vertical alignment within content area classrooms. The Coordinator of Academic Programs, along with Assistant Principals, perform frequent classroom observations and meet with teachers to analyze assessments of student learning.		n/a
Scope of service:	English Language Learners, Foster Youth, and Low Income (Elementary, Middle, and High School Academies) __ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____		Scope of service:	English Language Learners, Foster Youth, and Low Income (Elementary, Middle, and High School Academies) __ALL OR: __Low Income pupils _X_English Learners __Foster Youth _X_Redesignated fluent English proficient __Other Subgroups:(Specify)_____	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	LEA will continue to employ department chairs in all core content areas and reduce class sizes, however, class size reduction efforts will be funded from other sources in years two and three.				

Original GOAL 5 from prior year LCAP:	All foster youth will have a comprehensive academic assessment completed by the homebase teacher of record, Family Support Services, and the high school counselors, and actions will be taken to remediate academic deficiencies as needed.	Related State and/or Local Priorities: 1__ 2__ 3__ 4_X_ 5_X_ 6__ 7__ 8__ COE only: 9__ 10__ Local : Specify _____	
Goal Applies to:	Schools: The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy)		
	Applicable Pupil Subgroups: Foster Youth (Elementary, Middle, and High School)		
Expected Annual Measurable Outcomes:	Complete a comprehensive academic assessment with 65% of the LEAs foster youth and take actions to increase achievement, support levels, and graduation rates.	Actual Annual Measurable Outcomes:	Academic assessments were completed with 80% of O'Farrell's foster youth LEA-wide. Documentation of academic assessments were given to students' families and retained by homebase teachers for the duration of the school year.

LCAP Year: 2014-2015

Planned Actions/Services		Budgeted Expenditures	Actual Actions/Services		Estimated Actual Annual Expenditures
Provide supplemental educational services. Provide extended learning opportunities during summer school that target instructional support to students in need of assistance and/or academic remediation.		Supplemental Services: $67,344 Summer School: $45,000	Supplemental education services were offered to all students during the 2014-2015 school year. Additionally, four after school tutoring classes were created for student support in grades two through eight, in addition to services provided through already existing afterschool programs. O'Farrell ran a summer school program for approximately 300 students from June to July 2015 that targeted students in need of academic remediation and/or assistance.		$3,788.50
Scope of service:	Foster Youth and Low Income (Elementary, Middle, and High School Academies)		Scope of service:	Foster Youth and Low Income (Elementary, Middle, and High School Academies)	

__ALL OR: _X_Low Income pupils __English Learners _X_Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			__ALL OR: _X_Low Income pupils __English Learners _X_Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		
Foster youth will receive case management and counseling from Family Support Services and SAY San Diego		$25,000	All foster youth received case management through Family Support Services and SAY San Diego during the 2014-2015 school year. Additional foster youth were identified through outreach efforts conducted by FSS staff.		$25,000
Scope of service:	Foster Youth (Elementary, Middle, and High School Academies)		Scope of service:	Foster Youth (Elementary, Middle, and High School Academies)	
__ALL OR: _X_Low Income pupils __English Learners _X_Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			__ALL OR: _X_Low Income pupils __English Learners _X_Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		

What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	LEA will modify goal to state that support to foster youth will be given to increase academic achievement, social emotional well-being, and graduation rates. Supplemental tutoring services will continue, but will be funded from other sources. LEA will increase allocated expenditures for extended learning opportunities, primarily through the expansion of summer school and intersessions.

Original GOAL 6 from prior year LCAP:	Increase the rate of students eligible to apply to four-year colleges/universities.	Related State and/or Local Priorities: 1__ 2__ 3__ 4_X_ 5_X_ 6__ 7__ 8_X_ COE only: 9__ 10__ Local : Specify _____
Goal Applies to:	Schools: The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy) Applicable Pupil Subgroups: Foster Youth (Elementary, Middle, and High School)	
Expected Annual Measurable Outcomes:	Increase the rate of students completing A-G requirements and Advanced Placement readiness courses by 25% each year from a baseline established in 2014-2015.	Actual Annual Measurable Outcomes: 95% of high school students completed A-G requirements in the 2014-2015 school year. 25% of students in high school completed at least one AP course during the 2014-2015 school year. This establishes our baseline for upcoming years.

LCAP Year: 2014-2015

Planned Actions/Services	Budgeted Expenditures	Actual Actions/Services	Estimated Actual Annual Expenditures
School counselors will ensure every transferring foster youth will be enrolled in the appropriate classes and awarded credit for all work completed and partial credits.	$1,000	O'Farrell hired one additional school counselor for the 2014-2015 school year. All foster youth enrolled at The O'Farrell Charter School received comprehensive planning meetings with high school counselors and were placed accordingly in the appropriate courses.	
Scope of service: Foster Youth (High School Academy) _X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		Scope of service: Foster Youth (High School Academy) _X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	
Ensure academic supports, remediation, transportation, and costs/fees for sports and	$5,000	Over 70% of high school students participated in academic support or extra-curricular activities outside of the regular school day.	

extra-curricular programs. Pay for high school students to take the preliminary SAT (PSAT) exam to increase college readiness and performance.			The O'Farrell Charter School paid PSAT fees for --- students during the 2014-2015 school year. A total of ___ students took the PSAT during the 2014-2015 school year.		
Scope of service:	English Language Learners, Low Income, and Foster Youth (High School Academy)		Scope of service:	English Language Learners, Low Income, and Foster Youth (High School Academy)	
_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		

What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	The O'Farrell Charter School is changing its original goal from 25% A-G and AP readiness rates to "increase % of students in AP classes by 5% each year starting with established baseline of in year one."

Original GOAL 7 from prior year LCAP:	Decrease the number of suspensions for all students.	Related State and/or Local Priorities: 1__ 2__ 3__ 4__ 5__ 6_X_ 7__ 8__ COE only: 9__ 10__ Local : Specify _____	
Goal Applies to:	Schools: The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy)		
	Applicable Pupil Subgroups: Foster Youth (Elementary, Middle, and High School)		
Expected Annual Measurable Outcomes:	Decrease the number of suspensions for all students by 5% from previous year.	Actual Annual Measurable Outcomes:	The O'Farrell Charter School decreased its school-wide suspension rates by ___ during the 2014-2015 school year.

LCAP Year: 2014-2015

Planned Actions/Services		Budgeted Expenditures	Actual Actions/Services		Estimated Actual Annual Expenditures
Provide professional development to staff on positive student relationship building. Improve school climate by focusing on teacher-student relationships and helping students gain perspective on their actions.		n/a	School-wide professional development specifically designed to increase positive student relationships and to improve school climate were held on the following dates: January 7, January 26, and April 8. Grade level specific collaboration in the area of establishing teacher-student positive relationships, vertical planning, and PLCs were implemented once a week during the 2014-2015 school year.		n/a
Scope of service:	English Language Learners, Low Income, and Foster Youth (Elementary, Middle, and High School Academy)		Scope of service:	English Language Learners, Low Income, and Foster Youth (Elementary, Middle, and High School Academy)	
_X_ ALL			_X_ ALL		
OR: __Low Income pupils __English Learners			OR: __Low Income pupils __English Learners		

__Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		__Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	
Institute Restorative Justice system to increase student engagement and achievement, and to reduce suspensions. Restorative Justice emphasizes a focus on problem solving by expressing feelings and needs, and on exploring how to address future problems. Through a dialogue involving all parties involved, restitution as a means of restoring both parties is a way to achieve a mutually desired outcome. Negate opportunity gaps by creating enrichment camps 4th, 6th, 9th, and 12th grade that foster student engagement, positive school culture, and achievement.	$35,000	Restorative Justice was instituted school-wide during the 2014-2015 school year. Professional Development was provided to staff during Academy-Specific (Elementary, Middle, and High) meetings and PLCs on a monthly basis to support this work. Enrichment camp was provided for all 6th and 9th grade students in June 2015 and October 2014. All students in grades first – fifth participated in enrichment field trips that aligned with common core curriculum being taught in the classroom.	$6,710
Scope of service: English Language Learners, Low Income, and Foster Youth (Elementary, Middle, and High School Academy) _X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		Scope of service: English Language Learners, Low Income, and Foster Youth (Elementary, Middle, and High School Academy) _X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	LEA will allocate additional funds to train designated staff in restorative justice initiatives. Additional enrichments camps will be created for targeted students in each academy (elementary, middle, and high school).		

Original GOAL 8 from prior year LCAP:	Fully implement common core state standards in all grade levels and areas and support student learning and teacher preparedness in content areas	Related State and/or Local Priorities: 1__ 2_X_ 3__ 4_X_ 5__ 6__ 7__ 8_X_ COE only: 9__ 10__ Local : Specify _____
Goal Applies to:	Schools: The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy) Applicable Pupil Subgroups: Foster Youth (Elementary, Middle, and High School)	

Expected Annual Measurable Outcomes:	LEA will facilitate teachers' understanding and implementation of the common core state standards, with the intent to create detailed teaching and coaching plans focusing on measures of success to drive learning.	Actual Annual Measurable Outcomes:	LEA facilitated teachers' understanding and implementation of the common core state standards and created individual and school-wide teacher coaching plans to focus on measures of success to drive learning.

LCAP Year: 2014-2015

Planned Actions/Services		Actual Actions/Services	
	Budgeted Expenditures		Estimated Actual Annual Expenditures
Hire an academic program coordinator to serve as an instructional coach who assists teachers with standards implementation, planning lessons and pacing guides, and analyzing assessments throughout the year. Implement a Spring and Winter intercession and after school tutoring in core content areas to support student learning.	Academic Coordinator: $110,000 Tutoring: $45,000 Intercession: $35,000	A Coordinator of Academic Programs was hired in June 2014 to serve as an instructional coach, to provide yearlong professional development to staff, and to assist in school-wide vertical alignment of common core programs. The Coordinator of Academic Programs helped establish common pacing guides in every department at every grade level school-wide, and worked with staff to develop, implement, and analyze common assessments in all content areas in all grade levels school-wide. Afterschool tutoring was offered in core content areas in all grade levels school wide.	

Scope of service:	English Language Learners, Low Income, and Foster Youth (Elementary, Middle, and High School Academy) _X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		Scope of service:	English Language Learners, Low Income, and Foster Youth (Elementary, Middle, and High School Academy) _X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	
Extend the school year (two additional school days) with the intent of providing in depth coaching and professional development to teaching staff, and supporting student achievement by: • Using coaching strategies that gradually release responsibility for implementing instructional practices to the teacher (co-planning, modeling, co-teaching, etc) • Analyze teacher practices through ongoing classroom observations, data analysis, and examination of student work. • Provide clear and direct feedback to teachers based on analysis of practice and track student and teacher progress to assess effectiveness of coaching. Develop teachers' capacity to collect and analyze multiple sources of data to improve student learning.		$100,000	The O'Farrell Charter School extended its school year by two additional days such that its student calendar includes185 total days. The O'Farrell Charter School established a 188 teacher calendar during the 2014-2015 school year. Professional development was provided to support teaching and classified staff in the areas stated in the original goal.		
Scope of service:	English Language Learners, Low Income, and Foster Youth (Elementary, Middle, and High School Academy)		Scope of service:	English Language Learners, Low Income, and Foster Youth (Elementary, Middle, and High School Academy)	

_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	Additional training in data analysis will be given to staff. LEA will allocate additional funds to purchase Illuminate, a comprehensive data management system from which staff can share and analyze data school wide.

Original GOAL 9 from prior year LCAP:	Decrease the number of long term English Language Learners	Related State and/or Local Priorities: 1__ 2__ 3_X_ 4_X_ 5__ 6__ 7__ 8_X_ COE only: 9__ 10__ Local : Specify _____
Goal Applies to:	Schools: The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy) Applicable Pupil Subgroups: English Language Learners (Elementary, Middle, and High School)	
Expected Annual Measurable Outcomes:	Decrease number of long term ELL students at LEA by 10%.	Actual Annual Measurable Outcomes: During the 2014-2015 school year, The O'Farrell Charter School reclassified 100 English Language Learners. ____ of long-terms English Language Learners (three or more years within ELL designation) were reclassified during the 2014-2015 school year. This is a school-wide long-term ELL reduction of ___.

LCAP Year: 2014-2015

Planned Actions/Services		Budgeted Expenditures	Actual Actions/Services		Estimated Actual Annual Expenditures
Establish additional professional development on English Language Learner support and teaching techniques through WestEd. Use data management system to monitor ELL progress on benchmarks and RFEP (reclassified English proficient) student progress.		$12,000	Professional development in English Language Learner support was provided through the San Diego County Office of Education, through California Charter Schools Association, and on site during the 2014-2015 school year. A data management system (PowerSchools) was used to monitor benchmark progress.		
Scope of service:	English Language Learners and Low Income (Elementary, Middle, and High School Academy)		Scope of service:	English Language Learners and Low Income (Elementary, Middle, and High School Academy)	

__ALL OR: _X_Low Income pupils _X_English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			__ALL OR: _X_Low Income pupils _X_English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		
Hire an additional paraprofessional (ELL aide) to assist students in grades six through twelve with small group instruction, benchmark monitoring, and parental contact. ELL aides will also assist in the following key areas: • Full and consistent implementation and monitoring of standards-based English Language Development instruction at all levels. • Increase classroom instructional time allocated for ELD Provide additional ELD intervention instruction		$91,000	Three additional paraprofessionals were hired during the 2014-2015 school year (2 more than planned) to assist with small group instruction afterschool tutoring, benchmark monitoring, parent contact, and to meet objectives stated in original goal.		
Scope of service:	English Language Learners and Low Income (Elementary, Middle, and High School Academy)		Scope of service:	English Language Learners and Low Income (Elementary, Middle, and High School Academy)	
__ALL OR: _X_Low Income pupils _X_English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			__ALL OR: _X_Low Income pupils _X_English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		

What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	LEA will create a full-time ELL aide position to meet the needs of ELL learners in the middle school academy.

Original GOAL 10 from prior year LCAP:	Increase student attendance rates.		Related State and/or Local Priorities: 1__ 2__ 3_X_ 4__ 5_X_ 6_X_ 7__ 8__ COE only: 9__ 10__ Local : Specify _____
Goal Applies to:	Schools: The O'Farrell Charter School (Elementary Academy, Middle Academy, High School Academy)		
	Applicable Pupil Subgroups: English Language Learners, Low Income, and Foster Youth (Elementary, Middle, and High School)		
Expected Annual Measurable Outcomes:	Decrease number of students missing 16 days or more each school year by 10%.	Actual Annual Measurable Outcomes:	From as baseline established in the 2013-2014 school year, the number of students missing 16 days or more of school was reduced by ___.

LCAP Year: 2014-2015

Planned Actions/Services		Budgeted Expenditures	Actual Actions/Services		Estimated Actual Annual Expenditures
Increase strength of PTO, ELAC, and SSC to educate and involve parents of students in identified subgroups. Utilize policy and data infrastructure necessary to support and monitor the educational success of foster youth and low-income students.		$4,000	PTO sign-in archives indicate that PTO attendance increased during the 2014-2015 school year by 36%. ELAC sign-in archives indicate that ELAC attendance increased during the 2014-2015 school year by 54%.		
Scope of service:	English Language Learners, Low Income, and Foster Youth (Elementary, Middle, and High School)		Scope of service:	English Language Learners, Low Income, and Foster Youth (Elementary, Middle, and High School)	

_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		
Implement parent education classes throughout the year centered on the following topics: • Attendance • Gradebook portal • Family literacy • ELD • College preparatory		$4,000	O'Farrell held the following parent workshops/events during the 2014-2015 school year: -Fall Open House: September 4 -Spring Open House: April 28 -Literacy Night: November 13 -Parent Portal Training/Orientation: October 7 -Sixth Grade Informational Meeting: December 4 Parent/Staff Leadership Event: February 9		$4,000
Scope of service:	English Language Learners, Low Income, and Foster Youth (Elementary, Middle, and High School)		Scope of service:	English Language Learners, Low Income, and Foster Youth (Elementary, Middle, and High School)	
_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		

What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	Additional parent workshops will be held with the assistance of Family Support Services (parenting classes, language classes, and family literacy classes). Additional funds will be allocated to create incentives for good and perfect attendance, such as field trips and school wide PBIS rewards.

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Section 3: Use of Supplemental and Concentration Grant funds and Proportionality

A. In the box below, identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5).

Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496.

For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a schoolsite in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state and any local priority areas. (See 5 CCR 15496(b) for guidance.)

Total amount of Supplemental and Concentration grant funds calculated:	$513,377
The supplemental and concentration funds are being expended on actions and services that are directed toward unduplicated student groups. Additional professional development and programmatic supports to increase the success and support levels of English Language Learners is being provided to all instructional staff LEA-wide, as well as training on and materials for carrying out discipline protocols to facilitate restorative practices for foster youth and students at risk of disciplinary action, as these are both priorities of the LEA.	

B. In the box below, identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a).

Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

10.42	%

Services in the LEA's LCAP demonstrate an increase in services for unduplicated students as compared to the services provided to all pupils during the 2015-2016 school year.

LCFF expenditures provide for additional personnel and professional development, as well as curriculum and ancillary materials targeted primarily to facilitate academic improvement among unduplicated students and provides services above and beyond those provided for all students.

The following additional services however, are being provided to unduplicated pupils at no additional cost:

- Placement in appropriate courses to ensure A-G completion
- Institution of LEA-wide Restorative Justice initiative to lower suspension rates
- LEA-wide Professional Learning Community (PLC) initiatives and staff collaboration to implement a fully common core English language arts and mathematics curriculum during the 2014-2015 and 2015-2016 school years

LOCAL CONTROL AND ACCOUNTABILITY PLAN AND ANNUAL UPDATE APPENDIX

For the purposes of completing the LCAP in reference to the state priorities under Education Code sections 52060 and 52066, the following shall apply:

(a) "Chronic absenteeism rate" shall be calculated as follows:

(1) The number of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30) who are chronically absent where "chronic absentee" means a pupil who is absent 10 percent or more of the schooldays in the school year when the total number of days a pupil is absent is divided by the total number of days the pupil is enrolled and school was actually taught in the total number of days the pupil is enrolled and school was actually taught in the regular day schools of the district, exclusive of Saturdays and Sundays.

(2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).

(3) Divide (1) by (2).

(b) "Middle School dropout rate" shall be calculated as set forth in California Code of Regulations, title 5, section 1039.1.

(c) "High school dropout rate" shall be calculated as follows:

(1) The number of cohort members who dropout by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.

(2) The total number of cohort members.

(3) Divide (1) by (2).

(d) "High school graduation rate" shall be calculated as follows:

(1) The number of cohort members who earned a regular high school diploma [or earned an adult education high school diploma or passed the California High School Proficiency Exam] by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.

(2) The total number of cohort members.

(3) Divide (1) by (2).

(e) "Suspension rate" shall be calculated as follows:

(1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).

(2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).

(3) Divide (1) by (2).

(f) "Expulsion rate" shall be calculated as follows:

(1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).

(2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).

(3) Divide (1) by (2).

01-13-15 [California Department of Education]

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: May 11, 2015
Agenda Item 6

RECOMMENDATION: Approve the preliminary 2015-2016 budget for The O'Farrell Charter School.

BACKGROUND INFORMATION:

Revenue Projections:

12,213,278	LCFF Funding
1,002,071	SPED
547,546	FED
432,004	OTHER State Revenue
TOTAL :	**14,194,809**

Expense Projection:

5,705,178	Certificated Salaries
1,218,876	Classified Salaries
2,172,432	ER Benefits (incl Health, SUI, STRS, PERS, OASDI)
1,540,357	Books and Supplies
2,367,156	Contracts and Services
619,016	Reserve and Internal SPED Encroachment
TOTAL:	**13,809,711**

Surplus/(deficit) Projection: 385, 098

Certificated Positions: 88 FTE (80 teachers, 1 Superintendent, 3 Principals, 1 Program Coordinators, 1 Pupil Support/Psych, 2 HS Counselors)
Classified Positions: 18.0 FTE
Student Enrollment: 1,590
Student ADA: 1,499

CURRENT INFORMATION:

This proposed budget includes an "internal special education encroachment": **$374,750**
Additionally, there is a 3% built in reserve for general uncertainties : **$425,844**

Projected Beginning fund balance as of July 2015: **$7,651,543**
Less Captial Improvement: **(700,000)** **softball field**
$6,951,543

INCLUDES AN INCREASE of 3% COLA and 1% (off the schedule)

188 Teacher Days
182 Student Days

THE O'FARRELL CHARTER SCHOOL		
	1,590	Enrollment
REVENUE LIMIT FUNDING	1,499	ADA
		12,213,278
LCFF per V16 (see tab)	8142.19	**12,213,278**
SPED		
SPED 602	510/127	756,780
SPED IDEA		190,319
MHL1 and 2		54,972
		1,002,071
LOTTERY		
Lottery Unrestricted	$ 125.00	138,396
Lottery Restricted	$ 15.00	16,608
Subtotal		**155,004**
FEDERAL FUNDS		
Title I		449,357
Title II		68,777
Title III		29,322
Subtotal		**547,456**
OTHER GRANTS		
ASES and ASSET		277,000
Subtotal		**277,000**
Total Revenue		**14,194,809**
EXPENDITURES		
Certificated/1000		
Monthly Sub-total	**88.00**	**5,416,518**
Day to Day Visiting Tchr		108,000
Suppl Hrly Teacher & Stipends		175,000
Hourly Sub-total		**288,660**
Total Certificated	**88.00**	**5,705,178**
Classified/2000		
Monthly Sub-total	**17.00**	**573,034**
Clsrm Asst Hourly - PE/ELL/Copy/SPED	HRLY	407,698
Custodial	HRLY	50,400
Extended Day	HRLY	175,000
Clerical Hourly/Summer School	HRLY	12,744
Hourly Sub-total		**645,842**
Total Classified	**17.00**	**1,218,876**
BENEFITS EE, H&W/3000		
Health and Welfare Insurance		1,064,009
Cetificated Contributions	**11.80%**	806,142
Classified Contributions	**22%**	302,281
Total Benefits		**2,172,432**
NON SALARY ACCOUNTS		
Books and Supplies/4000		1,540,357
Contracts and Services/5000		1,858,488
Program Improvement/Set Aside		139,438
Sub-total		**3,538,283**
BUY BACK/OVERSIGHT	**1,590** pupils	
Oversight	1%	122,133
Internal Special Ed Encroachment	**250pp**	374,750
Mail Service	$ 5.00	7,950
Sub-total		**504,833**
Facilities	**2%**	244,266
Sub-total		**244,266**
Reserve for Uncertainties	3%	**425,844**
Total Expenses		**13,809,711**
Net Income (deficit)		385,098
Projected Beginning Fund Balance 7/01/2015		**7,651,543.00**
before capital improvements (ball field)		**(700,000.00)**
		6,951,543.00

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: May 11, 2015
Action Item 7

RECOMMENDATION: Approve the updated three-year Local Control and Accountability Plan (LCAP) Draft for Ingenuity Charter School.

BACKGROUND INFORMATION:

On September 8, 2014, the Board of Directors approved the Ingenuity Charter for 2015-2019 with its preliminary LCAP and budget.

CURRENT INFORMATION:

Every year Ingenuity Charter School will update the Local Control and Accountability Plan (LCAP).

ADDITIONAL INFORMATION:

See our attached Local Control and Accountability Plan draft.

The final will be brought to the board on June 8, 2015 for final approval.

Introduction:

LEA: Ingenuity Charter School **Contact: Jonathan Dean, Principal/Superintendent, jonathan.dean@ofarrellschool.org** **LCAP Year: 2015-2016**

Local Control and Accountability Plan and Annual Update Template

The Local Control and Accountability Plan (LCAP) and Annual Update Template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5. The LCAP and Annual Update Template must be completed by all LEAs each year.

For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.

For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.

Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.

The LCAP is intended to be a comprehensive planning tool. Accordingly, in developing goals, specific actions, and expenditures, LEAs should carefully consider how to reflect the services and related expenses for their basic instructional program in relationship to the state priorities. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.

For each section of the template, LEAs shall comply with instructions and should use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. However, the narrative response and goals and actions should demonstrate each guiding question was considered during the development of the plan. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.

State Priorities

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

A. Conditions of Learning:

Basic: *degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)*

Implementation of State Standards: *implementation of academic content and performance standards and English language development standards adopted by the state board for all pupils, including English learners. (Priority 2)*

Course access: *pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)*

Expelled pupils (for county offices of education only): *coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)*

Foster youth (for county offices of education only): *coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)*

B. Pupil Outcomes:

Pupil achievement: *performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)*

Other pupil outcomes: *pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)*

C. Engagement:

Parental involvement: *efforts to seek parent input in decision making at the district and each schoolsite, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)*

Pupil engagement: *school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)*

School climate: *pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)*

Section 1: Stakeholder Engagement

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52060(g), 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52066(g), 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

Instructions: Describe the process used to consult with parents, pupils, school personnel, local bargaining units as applicable, and the community and how this consultation contributed to development of the LCAP or annual update. Note that the LEA's goals, actions, services and expenditures related to the state priority of parental involvement are to be described separately in Section 2. In the annual update boxes, describe the stakeholder involvement process for the review, and describe its impact on, the development of the annual update to LCAP goals, actions, services, and expenditures.

Guiding Questions:

1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in Education Code section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representatives of parents and guardians of pupils identified in Education Code section 42238.01?
6) What specific actions were taken to consult with pupils to meet the requirements 5 CCR 15495(a)?
7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Involvement Process	Impact on LCAP
Staff, community members, and parents were involved in the formation of this local control accountability plan as outlined in the LEA's LCAP timeline.	As a result of parent and community input, several new action items were created and will be implemented in the LCAP. As a result of staff input, two goals were amended to reflect current plans and success indicators.

Annual Update:

Category A: Conditions of Learning	
PRIORITY 1: ***Basic***	**Degree to which teachers are appropriately assigned and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials and school facilities are maintained in good repair.** • Appropriate teacher assignment (e.g. HQT report) • Sufficient instructional materials • Facilities in good repair
PRIORITY 2: ***Implementation of State Standards***	**Implementation of academic content and performance standards adopted by the state board for all pupils.** • Staff common core state standards training • Adoption of Common Core aligned Edgenuity online curriculum • Ongoing Common Core curriculum development
PRIORITY 7: ***Course Access***	**Pupil enrollment in a broad course of study that includes all of the subject areas.** • All HS students have access to A-G curriculum
Category B: Pupil Outcomes	
PRIORITY 4: ***Pupil Achievement***	**Performance on standardized tests, score on Academic Performance Index, English learners that become English proficient, English learner reclassification rate, pupils that pass Advanced Placement exams with a 3 or higher, prepared for college by the Early Assessment Program (11th).** • NWEA maps assessment • Strategy of the month staff professional development • Hired a program administrator, instruction/curriculum coach (T. DeGraffenreid)
PRIORITY 8: ***Other Pupil Outcomes***	**Pupil outcomes in the subject areas.** **(e.g. English, Mathematics, Social Science, Science, Visual & Performing Arts, Health, Physical Education, Career & Technical Education, and other.)** • Addition of technology equipment • Expanded Professional development -Next Generation Science Standards/STEM summer institute/Charter School Conference, etc.)

	Category C: Engagement
PRIORITY 3: ***Parental Involvement***	**Efforts to seek parent input in decision making, promotion of parent participation in programs for unduplicated pupils and special need subgroups.** • Summer Welcome meeting/Fall Parent Night/Spring Open House • Newsletter/Blog Increased parent communication through use of Schoology LMS • PTO/SSC
PRIORITY 5: ***Pupil Engagement***	**School attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates.** • SAY San Diego • Experienced school administrator • Open Summer month enrollment • Flexible scheduling
PRIORITY 6: ***School Climate***	**Pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, and parents and teachers on the sense of safety and school connectedness. Decrease in suspensions** • Online survey for parents, students and staff members concerning school safety

Timeline:

2015-16 Locally Controlled Accountability Plan (LCAP) timeline	
January-April, 2015	• OCS, including Ingenuity Charter, facilitates engagement of school staff, parents, and students through online survey.
February 2015	• LCAP leadership committee meets and confers with Charter School Management Corporation (CSMC) regarding 2015-16 LCFF budget. • OCS; including Ingenuity Charter School, Board conducts public meeting to discuss LCAP, annual update, and 8 priority areas. • OCS; including Ingenuity Charter, facilitates school staff input and provides professional development on the 8 LCAP priorities of LCAP. Staff reviews projected student achievement
March 2015	• OCS; including Ingenuity Charter, engages County child welfare agency, Foster youth and kinship organizations, and foster youth parents through Southeastern Collaborative meeting. • OCS leadership team meets to analyze findings from stakeholder meetings and online surveys. • OCS meets and confers with CSMC to share findings and initial draft of 2015-16 LCAP.
April 2015	• OCS; including Ingenuity Charter, presents 2015-16 LCAP initial findings to advisory SSO and PTO committees. Committees provide additional feedback on findings. • OCS; Including Ingenuity shares initial draft of 2014-15 LCAP with school staff
May 2015	• OCS; including Ingenuity Charter, holds public hearing to discuss 2015-16 LCAP draft. • OCS presents initial draft of LCAP to advisory committees (SSC & PTO). Public is provided additional venue to offer input and feedback. • OCS School Board Adopts 2015-16 LCAP. • OCS submits 2015-16 LCAP to San Diego Unified School District Board.

Section 2: Goals, Actions, Expenditures, and Progress Indicators

Instructions:

All LEAs must complete the LCAP and Annual Update Template each year. The LCAP is a three-year plan for the upcoming school year and the two years that follow. In this way, the program and goals contained in the LCAP align with the term of a school district and county office of education budget and multiyear budget projections. The Annual Update section of the template reviews progress made for each stated goal in the school year that is coming to a close, assesses the effectiveness of actions and services provided, and describes the changes made in the LCAP for the next three years that are based on this review and assessment.

Charter schools may adjust the table below to align with the term of the charter school's budget that is submitted to the school's authorizer pursuant to Education Code section 47604.33.

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, to be achieved for each state priority as defined in 5 CCR 15495(i) and any local priorities; a description of the specific actions an LEA will take to meet the identified goals; a description of the expenditures required to implement the specific actions; and an annual update to include a review of progress towards the goals and describe any changes to the goals.

To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

Using the following instructions and guiding questions, complete a goal table (see below) for each of the LEA's goals. Duplicate and expand the fields as necessary.

Goal: Describe the goal:

When completing the goal tables, include goals for all pupils and specific goals for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the schoolsite level. The LEA may identify which schoolsites and

subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or schoolsite.

Related State and/or Local Priorities: Identify the state and/or local priorities addressed by the goal by placing a check mark next to the applicable priority or priorities. The LCAP must include goals that address each of the state priorities, as defined in 5 CCR 15495(i), and any additional local priorities; however, one goal may address multiple priorities.

Identified Need: Describe the need(s) identified by the LEA that this goal addresses, including a description of the supporting data used to identify the need(s).

Schools: Identify the schoolsites to which the goal applies. LEAs may indicate "all" for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5).

Applicable Pupil Subgroups: Identify the pupil subgroups as defined in Education Code section 52052 to which the goal applies, or indicate "all" for all pupils.

Expected Annual Measurable Outcomes: For each LCAP year, identify and describe specific expected measurable outcomes for all pupils using, at minimum, the applicable required metrics for the related state priorities. Where applicable, include descriptions of specific expected measurable outcomes for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and at the schoolsite level.

The metrics used to describe the expected measurable outcomes may be quantitative or qualitative, although the goal tables must address all required metrics for every state priority in each LCAP year. The required metrics are the specified measures and objectives for each state priority as set forth in Education Code sections 52060(d) and 52066(d). For the pupil engagement priority metrics, LEAs must calculate the rates specified in Education Code sections 52060(d)(5)(B), (C), (D) and (E) as described in the Local Control Accountability Plan and Annual Update Template Appendix, sections (a) through (d).

Actions/Services: For each LCAP year, identify all annual actions to be performed and services provided to meet the described goal. Actions may describe a group of services that are implemented to achieve the identified goal.

Scope of Service: Describe the scope of each action/service by identifying the schoolsites covered. LEAs may indicate "all" for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5). If supplemental and concentration funds are used to support the action/service, the LEA must identify if the scope of service is districtwide, schoolwide, countywide, or charterwide.

Pupils to be served within identified scope of service: For each action/service, identify the pupils to be served within the identified scope of service. If the action to be performed or the service to be provided is for all pupils, place a check mark next to "ALL."

For each action and/or service to be provided above what is being provided for all pupils, place a check mark next to the applicable unduplicated pupil subgroup(s) and/or other pupil subgroup(s) that will benefit from the additional action, and/or will receive the additional service. Identify, as applicable, additional actions and services for unduplicated pupil subgroup(s) as defined in Education Code section 42238.01, pupils redesignated fluent English proficient, and/or pupils subgroup(s) as defined in Education Code section 52052.

Budgeted Expenditures: For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA's budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

Guiding Questions:

1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning"?
2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes"?
3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement" (e.g., parent involvement, pupil engagement, and school climate)?
4) What are the LEA's goal(s) to address any locally-identified priorities?
5) How have the unique needs of individual schoolsites been evaluated to inform the development of meaningful district and/or individual schoolsite goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
6) What are the unique goals for unduplicated pupils as defined in Education Code sections 42238.01 and subgroups as defined in section 52052 that are different from the LEA's goals for all pupils?
7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
9) What information was considered/reviewed for individual schoolsites?

10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific schoolsites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
12) How do these actions/services link to identified goals and expected measurable outcomes?
13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

GOAL 1:	Seek parent involvement in school programs.	Related State and/or Local Priorities: 1__ 2__ 3_X_ 4__ 5__ 6__ 7__ 8__ COE only: 9__ 10__ Local : Specify _____
Identified Need :	Encourage parental Involvement	
Goal Applies to:	Schools: The O'Farrell Charter Schools (Ingenuity Charter School)	
	Applicable Pupil Subgroups: English Language Learners, Low Income, and Foster Youth	

LCAP Year 1: 2015-2016

Expected Annual Measurable Outcomes:	Encourage the number of parents involved in school initiatives and events by measuring event sign-in archives as a baseline number in 2015-2016 for coming years.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide a minimum of four parent workshops and one Open House annually to increase the number of parents trained in academic initiatives, and implement a Spring Open House with dinner offered to families in attendance.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$695
Implement parent nights focused on academics, college preparatory advising, and access to post secondary options	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$1200

Purchase Learning Management System that will help to implement a text alert/reminder system for upcoming events to increase communication with parents.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$5,000

LCAP Year 2: 2016-2017	
Expected Annual Measurable Outcomes:	Increase the number of parents involved in school initiatives and programs by 25%, as measured by event sign-in archives.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide a minimum of four parent workshops and one Open House annually to increase the number of parents trained in academic initiatives, and implement a Spring Open House with dinner offered to families in attendance.		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	2,400.00
Implement parent nights focused on academics, college preparatory advising, and access to post secondary options		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	2,713.00
Subscription to Learning Management System that will help to implement a text alert/reminder system for upcoming events to increase communication with parents.		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	5,500.00

LCAP Year 3: 2017-2018	
Expected Annual Measurable Outcomes:	Increase the number of parents involved in school initiatives and programs by 30%, as measured by event sign-in archives.

Actions/Services	Scope of	Pupils to be served within identified scope of service	Budgeted

	Service		Expenditures
Provide a minimum of four parent workshops and one Open House annually to increase the number of parents trained in academic initiatives, and implement a Spring Open House with dinner offered to families in attendance.		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	5,000.00
Implement parent nights focused on academics, college preparatory advising, and access to post secondary options		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	6,200.00
Subscription to Learning Management System that will help to implement a text alert/reminder system for upcoming events to increase communication with parents.		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	8,092.00

GOAL 2:	Increase the number of students who score proficient or above in math and English language arts on the SBAC assessment each year from a baseline year score in 2015-2016.	Related State and/or Local Priorities: 1_X_ 2_X_ 3__ 4_X_ 5__ 6__ 7_X_ 8__ COE only: 9__ 10__ Local : Specify _____

Identified Need :	Increase the number of students who score proficient or above in math and English language arts on the SBAC assessment.
Goal Applies to:	Schools: The O'Farrell Charter Schools (Ingenuity Charter School)
	Applicable Pupil Subgroups: English Language Learners, Low Income, and Foster Youth

LCAP Year 1: 2015-2016

Expected Annual Measurable Outcomes:	Increase the number of students scoring proficient and above on annual SBAC assessment in math and language arts, with a base score established in 2015-2016.

Actions/Services	Scope of	Pupils to be served within identified scope of service	Budgeted

	Service		Expenditures
Purchase and adopt additional Edgenuity online A-G approved, Common Core curriculum, to be used by all students to promote the development of 21st century students and enhance student centered, blended learning instruction.	Middle Academy	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$5,625
Implement MAPS (Measures of Academic Progress) testing twice yearly through NWEA (North West Educational Association) to monitor student achievement throughout the school year. Add additional resources based on student results	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$700.00
Develop additional California Common Core curriculum	LEA-Wide	__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$3,600

LCAP Year 2: 2016-2017

Expected Annual Measurable Outcomes:	Increase the number of students scoring proficient and above on annual SBAC assessment in math and language arts (Baseline +1).

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Purchase additional Edgenuity online A-G approved, Common Core curriculum, to be used by all students to promote the development of 21st century students and enhance student centered, blended learning instruction.		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	32,600.00
Implement MAPS (Measures of Academic Progress) testing twice yearly through NWEA (North West Educational Association) to monitor student achievement throughout the school year.		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	7,500.00

Add additional resources based on student results			
Develop additional California Common Core curriculum		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	12,100.00

LCAP Year 3: 2017-2018

Expected Annual Measurable Outcomes:	Increase the number of students scoring proficient and above on annual SBAC assessment in math and language arts (Baseline +2).

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Purchase additional Edgenuity online A-G approved, Common Core curriculum, to be used by all students to promote the development of 21st century students and enhance student centered, blended learning instruction.		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	37,800.00
Implement MAPS (Measures of Academic Progress) testing twice yearly through NWEA (North West Educational Association) to monitor student achievement throughout the school year. Add additional resources based on student results		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	13,800.00
Develop additional California Common Core curriculum		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	22,200.00

GOAL 3:	All foster youth will have a comprehensive academic assessment completed by the supervising teacher of record, Family Support Services, and the Foster Liaison, and	Related State and/or Local Priorities: 1__ 2__ 3__ 4_X_ 5_X_ 6__ 7__ 8__

	actions will be taken to remediate academic deficiencies as needed.	COE only: 9__ 10__ Local : Specify _____

Identified Need :	Monitor and support foster youth.	
Goal Applies to:	Schools:	The O'Farrell Charter Schools (Ingenuity Charter School)
	Applicable Pupil Subgroups:	Foster Youth

LCAP Year 1: 2015-2016

Expected Annual Measurable Outcomes:	Complete a comprehensive academic assessment with 65% of the LEAs foster youth and take actions to increase achievement, support levels, and graduation rates.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide supplemental educational services to included college, career fair, future planning field trips.	LEA-Wide	__ALL OR: __Low Income pupils __English Learners _X_Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$2,344
Provide extended learning opportunities that target instructional support to students in need of assistance and/or academic remediation through Schoology/NWEA resources	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	No additional cost
Foster youth will receive case management and counseling from Family Support Services and SAY San Diego	LEA-Wide	__ALL OR: __Low Income pupils __English Learners _X_Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$1,800

LCAP Year 2: 2016-2017

Expected Annual Measurable Outcomes:	Complete a comprehensive academic assessment with 85% of the LEAs foster youth and take actions to increase achievement, support levels, and graduation rates.

Actions/Services	Scope of	Pupils to be served within identified scope of service	Budgeted

	Service		Expenditures
Provide supplemental educational services to included college, career fair, future planning field trips.		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	12,200.00
Provide extended learning opportunities that target instructional support to students in need of assistance and/or academic remediation through Schoology/NWEA resources/field trips		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	9,000.00
Foster youth will receive case management and counseling from Family Support Services and SAY San Diego		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	12,300.00

LCAP Year 3: 2017-2018

Expected Annual Measurable Outcomes:	Complete a comprehensive academic assessment with 100% of the LEAs foster youth and take actions to increase achievement, support levels, and graduation rates.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide supplemental educational services to included college, career fair, future planning field trips.		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	21,000.00
Provide extended learning opportunities that target instructional support to students in need of assistance and/or academic remediation through Schoology/NWEA resources		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	12,000.00

Foster youth will receive case management and counseling from Family Support Services and SAY San Diego		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	19,300.00

GOAL 4:	Decrease the number of student suspensions and expulsions, chronic absenteeism rates, middle school dropout rates, and high school dropout rates, with a baseline established in 2015-2016.	Related State and/or Local Priorities: 1__ 2__ 3__ 4__ 5_X_ 6_X_ 7__ 8__ COE only: 9__ 10__ Local : Specify _____

Identified Need :	Decrease the number of suspensions and expulsions, chronic absenteeism rates, and drop outs for all students.	
Goal Applies to:	Schools:	The O'Farrell Charter Schools (Ingenuity Charter School)
	Applicable Pupil Subgroups:	Foster Youth, Low Income, and English Language Learners

LCAP Year 1: 2015-2016

Expected Annual Measurable Outcomes:	Decrease the number of student suspensions and expulsions, chronic absenteeism rates, and drop outs with a baseline established in 2015-2016.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide professional development to staff on positive student relationship building. Improve school climate by focusing on teacher-student relationships and helping students gain perspective on their actions.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	No cost
Institute Restorative Justice system to increase student engagement and achievement, and to reduce suspensions. Restorative Justice emphasizes a focus on problem solving by expressing feelings and needs, and on exploring how to address future problems. Through a dialogue involving all parties involved, restitution	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	No cost

as a means of restoring both parties is a way to achieve a mutually desired outcome.			
Provide opportunity for counseling from Family Support Services and SAY San Diego to support non-academic issues that are impacting behavior, absenteeism, and/or at –risk status.	LEA-Wide	_X_ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$3,200.00

LCAP Year 2: 2016-2017

Expected Annual Measurable Outcomes:	Decrease the number of suspensions and expulsions, chronic absenteeism rates, and drop outs for all students by 5% from previous year.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide professional development to staff on positive student relationship building. Improve school climate by focusing on teacher-student relationships and helping students gain perspective on their actions.		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	13,200.00
Institute Restorative Justice system to increase student engagement and achievement, and to reduce suspensions. Restorative Justice emphasizes a focus on problem solving by expressing feelings and needs, and on exploring how to address future problems. Through a dialogue involving all parties involved, restitution as a means of restoring both parties is a way to achieve a mutually desired outcome.		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	No Cost
Provide opportunity for counseling from Family Support Services and SAY San Diego to support non-academic issues that are impacting behavior, absenteeism, and/or at –risk status.		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	9,800.00

LCAP Year 3: 2017-2018			
Expected Annual Measurable Outcomes:	Decrease the number of suspensions and expulsions, chronic absenteeism rates, and drop outs for all students by 5% form previous year.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide professional development to staff on positive student relationship building. Improve school climate by focusing on teacher-student relationships and helping students gain perspective on their actions.		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	12,700.00
Institute Restorative Justice system to increase student engagement and achievement, and to reduce suspensions. Restorative Justice emphasizes a focus on problem solving by expressing feelings and needs, and on exploring how to address future problems. Through a dialogue involving all parties involved, restitution as a means of restoring both parties is a way to achieve a mutually desired outcome.		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	No cost
Provide opportunity for counseling from Family Support Services and SAY San Diego to support non-academic issues that are impacting behavior, absenteeism, and/or at –risk status.		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	27,000.00

GOAL 5:	Fully implement common core state standards in all grade levels and areas and support student learning and Highly Qualified teacher preparedness in content areas	Related State and/or Local Priorities: 1_X_ 2_X_ 3__ 4_X_ 5__ 6__ 7_X_ 8_X_ COE only: 9__ 10__ Local : Specify _____
Identified Need :	Common core aligned curriculum and supports with Highly Qualified teachers.	

Goal Applies to:	Schools:	The O'Farrell Charter Schools (Ingenuity Charter School)
	Applicable Pupil Subgroups:	Foster Youth, Low Income, and English Language Learners

LCAP Year 1: 2015-2016

Expected Annual Measurable Outcomes:	LEA will facilitate Highly Qualified teachers' understanding and implementation of the common core state standards, with the intent to create detailed teaching and coaching plans focusing on measures of success to drive learning.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Hire an Administrator to serve as an instructional coach who assists teachers with standards implementation, planning lessons and personalizing curriculum, and analyzing assessments throughout the year.	LEA-Wide	_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	$92,000
Purchase and adopt Edgenuity, Common Core aligned online curriculum, to promote the development of 21st century students and enhance student centered, blended learning instruction. Use tools available through Edgenuity to monitor student engagement, progress, and achievement.	LEA-Wide	_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	See previous Edgenuity price
Implement an extended school track to support blending, student-centered learning.	LEA-Wide	_X_ ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	No cost

LCAP Year 2: 2016-2017

Expected Annual Measurable	LEA will facilitate Highly Qualified teachers' understanding and implementation of the common core state standards, with the intent to create detailed teaching and coaching plans focusing on measures of success to

Outcomes:	drive learning.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Hire educational consultants to serve as instructional coaches who assist teachers with standards implementation, planning lessons and personalizing curriculum, and analyzing assessments throughout the year.		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	22,000.00
Train teachers through Leading Edge Certification in blended learning through the COE		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	12,200.00
Add teacher assistants to further support individualization and personalization of CCSS curriculum		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	42,000.00

LCAP Year 3: 2017-2018

Expected Annual Measurable Outcomes:	LEA will facilitate Highly Qualified teachers' understanding and implementation of the common core state standards, with the intent to create detailed teaching and coaching plans focusing on measures of success to drive learning.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Hire educational leader to serve as instructional coaches who assist teachers with standards implementation, planning lessons and personalizing curriculum, and analyzing assessments throughout the year.		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	39,000.00
Train teachers through Leading Edge Certification		__ALL	13,000.00

in blended learning through the COE		OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	
Add teacher assistants to further support individualization and personalization of CCSS curriculum		__ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups: (Specify)_____	42,000.00

Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.

Annual Update

Annual Update Instructions: For each goal in the prior year LCAP, review the progress toward the expected annual outcome(s) based on, at a minimum, the required metrics pursuant to Education Code sections 52060 and 52066. The review must include an assessment of the effectiveness of the specific actions. Describe any changes to the actions or goals the LEA will take as a result of the review and assessment. In addition, review the applicability of each goal in the LCAP.

Guiding Questions:

1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?

3) How have the actions/services addressed the identified needs and goals of specific schoolsites and were these actions/services effective in achieving the desired outcomes?
4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Section 3: Use of Supplemental and Concentration Grant funds and Proportionality

A. In the box below, identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5).

Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496.

For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a schoolsite in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state and any local priority areas. (See 5 CCR 15496(b) for guidance.)

Total amount of Supplemental and Concentration grant funds calculated:	$ 37,393

Concentration Funds are being expended on actions and service that are principally directed toward unduplicated student groups.

- In Goal 4 this includes additional counselor time to provide additional support to unduplicated students
- In Goal 3 the S/C funds are being used to improve access for foster youth to college and career planning programs.
- In Goal 2 an increase classroom resources will assist student achievement using results from NWEA baseline scores
- In Goal 2 the purchase of CCSS aligned curriculum has built-in supports for unduplicated students

B. In the box below, identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a).

Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

7.54	%

The services in the LCAP demonstrate a _7.54__% in increased or improved services for unduplicated students as compared to the services provided to all pupils in the 2015-16 school year. This increase in services is documented below.

- Quantitatively - The expenditure of LCFF S/C funds for additional personnel, materials or services targeted primarily to unduplicated students as detailed in 3A, provides services above and beyond those provided for all students.

- Qualitatively – The following additional services will be provided for unduplicated students, with no additional cost:

  Providing professional development to staff members that will improve school climate by using these meetings to hear from community leaders about the culture and customs of the students at the school. In addition adding an agenda item at PD meetings about differentiating instruction for unduplicated pupils to provide appropriate access to rigorous CCSS.

LOCAL CONTROL AND ACCOUNTABILITY PLAN AND ANNUAL UPDATE APPENDIX

For the purposes of completing the LCAP in reference to the state priorities under Education Code sections 52060 and 52066, the following shall apply:

(a) "Chronic absenteeism rate" shall be calculated as follows:

(1) The number of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30) who are chronically absent where "chronic absentee" means a pupil who is absent 10 percent or more of the schooldays in the school year when the total number of days a pupil is absent is divided by the total number of days the pupil is

enrolled and school was actually taught in the total number of days the pupil is enrolled and school was actually taught in the regular day schools of the district, exclusive of Saturdays and Sundays.

(2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).

(3) Divide (1) by (2).

(b) "Middle School dropout rate" shall be calculated as set forth in California Code of Regulations, title 5, section 1039.1.

(c) "High school dropout rate" shall be calculated as follows:

(1) The number of cohort members who dropout by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.

(2) The total number of cohort members.

(3) Divide (1) by (2).

(d) "High school graduation rate" shall be calculated as follows:

(1) The number of cohort members who earned a regular high school diploma [or earned an adult education high school diploma or passed the California High School Proficiency Exam] by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.

(2) The total number of cohort members.

(3) Divide (1) by (2).

(e) "Suspension rate" shall be calculated as follows:

(1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).

(2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).

(3) Divide (1) by (2).

(f) "Expulsion rate" shall be calculated as follows:

(1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).

(2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).

(3) Divide (1) by (2)

01-13-15 [California Department of Education]

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: May 11, 2015
Action Item 8

RECOMMENDATION: Approve Ingenuity Charter School's preliminary budget for 2015-16.

BACKGROUND INFORMATION:

Revenue Projections: 667,762
Expense Projection: 605,023

Surplus/(deficit) Projection: 62,739-12%

Certificated Positions: 3.4
- 1.0-Principal
- 0.2 Superintendent
- 2.0 Teachers
- 0.2 SPED Teacher

Classified Positions: 1.0FTE

Student Enrollment: 75 Students (grade 6 to 12)

Student ADA: 64.5 ADA or 86%

CURRENT INFORMATION:

First year of operation

Minimum Reserve Requirement Met

ADDTIONAL I NFORMATION:

See the attached Budget Summary.

NGENUITY CHARTER SCHOOL
Budget Summary
THREE Year Budget, 2015-16 to 2017-18

CSMC

SACS Code	Description	2014-15	2015-16	2016-17	2017-18
Revenue					
	State		567,762	1,025,765	1,512,708
	Federal	275,000	100,000	68,549	97,879
	Local				
Total Revenue		**$ 275,000**	**$ 667,762**	**$ 1,094,315**	**$ 1,610,587**
Expenses					
1000	Certificated Salaries	44,000	281,700	494,343	560,060
2000	Classified Salaries	5,580	42,500	43,350	44,651
3000	Benefits	13,790	75,851	156,253	184,206
4000	Books and Supplies	172,570	22,250	115,977	216,375
5000	Services and Other Operating Expenses	17,060	182,722	162,230	180,264
6000	Capital Outlay	22,000			
7000	Other Outgoing				
Total Expenses		**$ 275,000**	**$ 605,023**	**$ 972,153**	**$ 1,185,555**
Surplus / (Deficit)		**$ 0**	**$ 62,739**	**$ 122,162**	**$ 425,033**
As a % of LCFF revenue		0.00%	12%	13%	30%
Beginning Balance				62,739	184,901
Cash + Net AR/AP					
Mandatory Reserve the > of 3% or 50,000		-	**$ 50,000.00**	**$ 50,000.00**	**$ 50,000.00**
Ending Balance (after reserve requirement)		**$ 0**	**$ 12,739**	**$ 134,901**	**$ 559,934**
As a % revenue			12%	14%	40%

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: May 11, 2015
Action Item 9

RECOMMENDATION: Award the agreement for the 9th Grade Retreat for September 16- 18, 2015 in the amount not to exceed of $17,500 to YMCA Camp Marston.

BACKGROUND INFORMATION:

This is now a yearly event that all ninth graders look forward to.

CURRENT INFORMATION:

Here are the basic number breakdowns for the 9th grade retreat:

YMCA Camp Marston
September 16 - 18
Based on a minimum of 120 students
Rate per person: $125.00
Expected number: 140 students

A $6,900 deposit is due July 1.

Total amount will be based on exact student numbers.

BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: May 11, 2015
Action Item 10

RECOMMENDATION: Ratify the Retail Lease Agreement between Market Street Partners, LLC and The O'Farrell Charter Schools to commence on May 8, 2015 and ending on July 20, 2019 with one extension of five years for the period of August 1, 2019 through July 30, 2024 at 342 N. Euclid Avenue, Bldg. 4.

BACKGROUND INFORMATION:

On November 18, 2014, the charter petition to establish Ingenuity Charter School was approved by San Diego Unified School District.

CURRENT INFORMATION

On March 5, 2015, a check was written to Capital Growth Properties in the amount of $2,582.49 to cover the security deposit and first month's rent. Other monthly costs are shared among all tenants.

Rent is as follows:

Months	Monthly Installments
Commencement Date – 12	$1,215.00
13 – 24	$1,251.45
25 – 36	$1,288.99
37 – 48	$1,327.67
49 – July 30, 2019	$1,367.49
Basic Rent for Extension Term:	
August 1, 2019 – July 31, 2020	$1,408.51
August 1, 2020 – July 31, 2021	$1,450.77
August 1, 2021 – July 31, 2022	$1,494.29
August 1, 2022 – July 31, 2023	$1,539.12
August 1, 2023 – July 31, 2024	$1,585.30

Security Deposit: $1,367.49

RETAIL LEASE AGREEMENT

This Retail Lease Agreement is made and entered into as of the Effective Date by and between MARKET STREET PARTNERS, LLC, a California limited liability company, and O'FARRELL CHARTER SCHOOLS, a California corporation, as Tenant.

DEFINITIONS

Capitalized terms used in this Lease have the meanings ascribed to them on the attached EXHIBIT "A".

BASIC TERMS

The following Basic Terms are applied under and governed by the particular section(s) in this Lease pertaining to the following information:

1. **Premises:** The Premises is commonly known 342 Euclid Avenue, Suite 403, as depicted as the shaded area on Exhibit "C" attached hereto and incorporated herein. The Premises consists of approximately 900 rentable square feet. The Premises is part of the Shopping Center.

2. **Lease Term:** Commencing on the Commencement Date and ending on July 30, 2019.

   Extension Option: One (1) extension of five (5) years for the period of August 1, 2019 through July 30, 2024

3. **Delivery Date:** Upon Landlord's delivery of a fully executed copy of this Lease to Tenant.

4. **Basic Rent:**

Months	Monthly Installments
Commencement Date - 12	$1,215.00
13 – 24	$1,251.45
25 – 36	$1,288.99
37 – 48	$1,327.67
49 – July 30, 2019	$1,367.49

Basic Rent for Extension Term:

Months:	
August 1, 2019 - July 31, 2020	$1,408.51
August 1, 2020 - July 31, 2021	$1,450.77
August 1, 2021 - July 31, 2022	$1,494.29
August 1, 2022 - July 31, 2023	$1,539.12
August 1, 2023 - July 31, 2024	$1,585.30

5. **Security Deposit:** $1,367.49

6. **Address of Landlord for Payment of Rent:**

   Capital Growth Properties
   P.O. Box 80140
   City of Industry, CA 91716-8140
   Attn.: Market Creek Plaza, San Diego, CA

EXHIBIT "C"
SITE PLAN

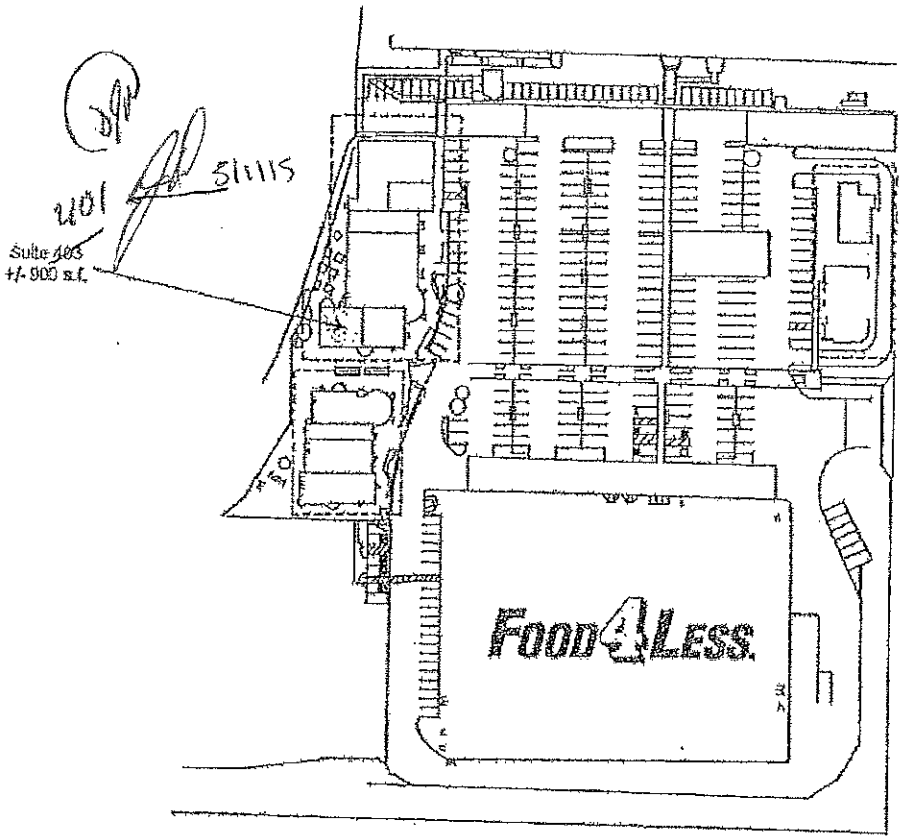


EXHIBIT "C"

USW 804943829.4

EXHIBIT "H"

COMMENCEMENT DATE MEMORANDUM

THIS MEMORANDUM is made and entered into as of [April 30 2015] by and between MARKET STREET PARTNERS, LLC, a California limited liability company ("Landlord") and O'FARRELL CHARTER SCHOOLS, a California corporation ("Tenant").

RECITALS:

1. Landlord and Tenant are party to a certain Retail Lease Agreement dated as of March 18 2015 ("Lease"), relating to certain premises ("Premises") located at 342 Euclid Avenue, Suite 403, San Diego, CA. This Commencement Date Memorandum is intended to modify the terms of the Lease. 401 5/1/15

2. Landlord and Tenant desire to confirm the Commencement Date (as such term is defined in the Lease) and the date the Initial Term of the Lease expires and the notice date(s) and expiration date(s) of any renewal Term(s) provided to Tenant under the Lease.

ACKNOWLEDGMENTS:

Pursuant to Section 1.2.3 of the Lease and in consideration of the facts set forth in the Recitals, Landlord and Tenant acknowledge and agree as follows:

1. All capitalized terms not otherwise defined in this Memorandum have the meanings ascribed to them in the Lease.

2. The Commencement Date under the Lease is MAY 8, 2015.

3. The Initial Term of the Lease expires on July 30 2019, unless the Lease is sooner terminated in accordance with the terms and conditions of the Lease.

4. Monthly Basic Rent is:

5/18/15 - 5/17/16	$1,215.00
5/18/16 - 5/17/17	$1,251.45
5/18/17 - 5/17/18	$1,288.99
5/18/18 - 5/17/19	$1,327.67
5/18/19 – July 30, 2019	$1,367.49

5. The Lease has not been modified, altered or amended in any respect, except for (indicate "None" if none) CHANGE suite # 2 401 FROM 403

6. The cap on Expenses is as follows:

Months	Cap on Expenses for Applicable Period
5/18/15 - 5/17/16	To be calculated in Commencement Date Memorandum based on $675 per month
5/18/16 - 5/17/17	$8,343.00 for the applicable year
5/18/17 - 5/17/18	$8,593.29 for the applicable year
5/18/18 - 5/17/19	$8,851.08 for the applicable year
5/18/19 – July 30, 2019	To be calculated in Commencement Date Memorandum based on $759.72 per month

For the Extension Term (if applicable):

Months:	Annual Cap on Expenses
August 1, 2019 - July 31, 2020	$9,890.12 for the applicable year
August 1, 2020 - July 31, 2021	$9,671.82 for the applicable year
August 1, 2021 - July 31, 2022	$9,961.97 for the applicable year

August 1, 2022 - July 31, 2023 $10,260.83 for the applicable year
August 1, 2023 - July 31, 2024 $10,568.66 for the applicable year

Landlord and Tenant caused this Memorandum to be executed by their duly authorized representatives as of the day and date first written above. This Memorandum may be executed in counterparts, each of which is an original and all of which constitute one instrument.

LANDLORD:

MARKET CREEK PARTNERS, LLC,
a California limited liability company

By: Diamond Management, Inc., its Manager

By: _____
Name: _____
Title: _____

TENANT:

O'FARRELL CHARTER SCHOOLS,
a California corporation

By: _____
Name: _____
Its: _____

EXHIBIT "H"

Ralphs Food 4 Less
P. O. Box 54143 • Los Angeles, California 90054 • (310) 884-9000

February 26, 2015

US Mail
Bryan.cunningham@am.jll.com

Market Creek Partners, LLC
404 N. Euclid Avenue
San Diego, CA 92441

RE: Food4Less #763 Market Creek Plaza-San Diego, CA.
Proposed Ingenuity Charter School- 342 N. Euclid Ave, #403, San Diego, CA 92114

Per the Lease dated January 11, 1999 by and between JCNI ("Landlord") Food4Less of California, ("Tenant") and as amended ("The Lease").

It is my understanding that Market Creek Partners, LLC is negotiating with Ingenuity Charter School ("Ingenuity Charter School") to Lease approximately 901 square feet of space at 342 N. Euclid Ave., San Diego, CA, ("Premises") in the subject Shopping Center. Ingenuity Charter School intends to occupy the proposed space in "Suite 403" per the attached "Exhibit A" site map, for the operation of class sign-up, picking up school books, student tutoring and for no other use or purpose ("Ingenuity Charter School Use").

401 (DP) 5/1/15

Pursuant to the Lease, Article 9.2, Shopping Center Use and Operating Restrictions, "C" *"No portion of the Shopping Center shall be used as a...school..."*

Notwithstanding the above, Tenant hereby consents to the lease of the Premises to Ingenuity Charter School subject to the following contingencies:

1. Ingenuity Charter School Use will be limited to the concept use of students signing up for classes, tutoring and book pick-up only. No classes will be conducted at/in the Premises at any time.

2. This approval is specifically granted to allow the Premises to be leased to Ingenuity Charter School for the "Ingenuity Charter School Use" as described above and shall not be construed to include any other type of use without Tenant's prior written approval.

3. Any "exclusive use" clause you may negotiate with Ingenuity Charter School shall be binding upon neither Tenant nor its successors or assigns.

4. Tenant's agreement shall apply only to the Ingenuity Charter School Use of the Premises and shall not apply to any similar or dissimilar use of the Premises by any assignee, sublessee or other transferee of any of Ingenuity Charter School's interest in any portion of the Premises.

5. Should Shopping Center upgrades, including, but not limited to common area ADA upgrades, be required due to construction/remodeling/alteration/preparation, etc. of the Premises for occupancy by Landlord's herein Proposed Ingenuity Charter School tenant, all costs associated with such Shopping Center upgrades will not be passed on to Tenant and shall be the sole responsibility of Landlord and/or its tenant, Ingenuity Charter School.

6. Tenant does not waive, eliminate or modify any provision of the Lease which is for the benefit of Tenant or Tenant's demised premises with respect to (a) the use of the Premises for any use other than Ingenuity Charter School Use on the terms set forth herein and (b) any future use of any portion of the Shopping Center which shall be subject to the provisions of the Lease,

7. Should any provision of this Letter Agreement be breached by Landlord or by Ingenuity Charter School, Tenant's consent to the Use shall be deemed automatically revoked.

8. The terms of this Letter Agreement shall be binding upon and shall inure to the benefit of each successor and assigns of Landlord and Tenant.

If the terms set forth above are acceptable to Landlord, please duly execute this Letter Agreement in duplicate in the space provided below, and have one fully-executed Letter Agreement returned to the undersigned. If a fully-executed original of this Letter Agreement is not returned to me by March 26, 2015, Tenant's consent as contained herein shall be automatically rescinded and this Letter Agreement shall thereafter be void and of no force and effect.

Sincerely,

Ian Conger
Real Estate Department

ACKNOWLEDGED AND ACCEPTED

This 18th Day of March 2015
Market Creek Partners, LLC

By: _____

Its: chief operating officer

Enclosure

cc: Thomas Acevedo
Greg Peters
Jeff Magaro/Maggie Kilgore
Dawne Stricklin

COPY

RETAIL
LEASE AGREEMENT

MARKET CREEK PARTNERS, LLC, as Landlord

and

THE O'FARRELL CHARTER SCHOOLS, as Tenant

RETAIL LEASE AGREEMENT

This Retail Lease Agreement is made and entered into as of the Effective Date by and between MARKET STREET PARTNERS, LLC, a California limited liability company, and O'FARRELL CHARTER SCHOOLS, a California corporation, as Tenant.

DEFINITIONS

Capitalized terms used in this Lease have the meanings ascribed to them on the attached EXHIBIT "A".

BASIC TERMS

The following Basic Terms are applied under and governed by the particular section(s) in this Lease pertaining to the following information:

401 COP 5/11/15

1. **Premises:** The Premises is commonly known 342 Euclid Avenue, Suite ~~493~~, as depicted as the shaded area on Exhibit "C" attached hereto and incorporated herein. The Premises consists of approximately 900 rentable square feet. The Premises is part of the Shopping Center.

2. **Lease Term:** Commencing on the Commencement Date and ending on July 30, 2019.

   Extension Option: One (1) extension of five (5) years for the period of August 1, 2019 through July 30, 2024

3. **Delivery Date:** Upon Landlord's delivery of a fully executed copy of this Lease to Tenant.

4. **Basic Rent:**

Months	Monthly Installments
Commencement Date - 12	$1,216.00
13 – 24	$1,251.45
25 – 36	$1,288.99
37 – 48	$1,327.67
49 – July 30, 2019	$1,367.49

Basic Rent for Extension Term:

Months:	
August 1, 2019 - July 31, 2020	$1,408.51
August 1, 2020 - July 31, 2021	$1,450.77
August 1, 2021 - July 31, 2022	$1,494.29
August 1, 2022 - July 31, 2023	$1,539.12
August 1, 2023 - July 31, 2024	$1,585.30

5. **Security Deposit:** $1,367.49

6. **Address of Landlord for Payment of Rent:**
   Capital Growth Properties
   P.O. Box 80140
   City of Industry, CA 91716-8140
   Attn.: Market Creek Plaza, San Diego, CA

	Address of Landlord for Notices:	Capital Growth Properties P.O. Box 80140 City of Industry, CA 91716-8140 Attn.: Market Creek Plaza, San Diego, CA With a copy to: 404 Euclid Ave. San Diego, CA 92114 Attn.: Asset and Property Manager
7.	Address of Tenant for Notices:	The Premises Attn.: Jonathan Dean

8. **Broker(s):** Jones Lang LaSalle representing Landlord. Tenant is not represented by a broker.

9. **Tenant's Trade Name:** Ingenuity Charter School

10. **Use of Premises:** Tenant will occupy and use the Premises for the sole purpose of the operation of a student resource center, an extension of the Ingenuity Charter School that is limited to and shall only include the use of students signing up for classes, tutoring and book pick up (the "**Permitted Use**"). Tenant may not conduct from the Premises and the Permitted Use shall not include any educational classes. Tenant understands and agrees that no other use or purpose will be permitted.

11. **Business Hours:** Tenant shall maintain the following minimum hours of operation: 8:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 5:00 p.m. on Saturday.

ARTICLE 1
LEASE OF PREMISES AND LEASE TERM

1.1 Premises. In consideration of the covenants and agreements set forth in this Lease and other good and valuable consideration, Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord, upon and subject to the terms, covenants and conditions set forth in this Lease. For all purposes the Premises will conclusively be deemed to contain the rentable square footage specified in the Basic Terms. The Premises will be subject to the easements granted (if any) pursuant to the Permitted Encumbrances.

1.2 Term, Delivery and Commencement.

1.2.1 Commencement and Expiration of Term. The Term of this Lease is the period stated in the Basic Terms. The Term commences on the Commencement Date and expires on the last day of the last calendar month of the Term.

1.2.2 Tender of Possession. Landlord will use commercially reasonable efforts to tender possession of the Premises to Tenant on or before the Delivery Date, subject to Force Majeure. If Landlord is unable to tender possession of the Premises to Tenant on or before the Delivery Date for any reason, this Lease remains in full force and effect and Landlord is not liable to Tenant for any resulting loss or damage; provided, however, that unless the delay is caused by Tenant, Landlord will appropriately adjust the Commencement Date.

1.2.3 Commencement Date Memorandum. After the Commencement Date, Landlord will deliver to Tenant the Commencement Date Memorandum, attached hereto as **Exhibit "G"** and incorporated herein, with all blanks completed. Tenant will, within ten (10) days after receiving it, execute and deliver to Landlord the Commencement Date Memorandum. Landlord's failure to deliver to Tenant and/or Tenant's failure to execute and deliver to Landlord the Commencement Date Memorandum does not affect any right or obligation of either party under this Lease. If Tenant does not timely execute and deliver to Landlord the Commencement Date Memorandum, Landlord and any prospective purchaser or encumbrancer may conclusively rely on the information contained in the unexecuted Commencement Date Memorandum which Landlord delivered to Tenant.

1.2.4 **Option to Renew.** Tenant is hereby granted the option to extend the term of this Lease for the renewal term ("Renewal Term") described in the Basic Terms by giving notice of exercise of the option ("Option Notice") to Landlord between July 30, 2018 and October 31, 2018; provided, however, that if Tenant is in default on the date of giving any such Option Notice or if Tenant has assigned or sublet the Premises, the Option Notice shall be totally ineffective, and provided further, that if Tenant is in default on the date that the Renewal Term would otherwise commence, the Renewal Term at the election of Landlord shall not commence and this Lease shall expire at the end of the Basic Term. Tenant shall have no other right to extend the term beyond the Renewal Term. During the Renewal Term, all of the terms and provisions contained herein shall apply, other than Basic Rent. Basic Rent for the Renewal Term is set forth in the Basic Terms.

1.2.5 **Lease Contingency Upon Third Party Approval.** After the Delivery Date, Tenant shall use its best efforts to obtain approval from the City of San Diego and the San Diego Unified School District of this Lease (collectively, "Third Party Approval") within thirty (30) days after the Delivery Date (the "Third Party Approval Date"). If Tenant is unable to obtain Third Party Approval on or prior to the Third Party Approval Date despite using Tenant's best efforts to obtain such Third Party Approval, Tenant may terminate this Lease by providing written notice thereof to Landlord. If Tenant fails to terminate this Lease by providing written notice thereof to Landlord on or prior to the Third Party Approval Date, Tenant shall be deemed to have waived Tenant's right to terminate this Lease as provided in this Section 1.2.5 and shall have no further rights to terminate this Lease even if Tenant has not obtained Third Party Approval. If Tenant elects to terminate this Lease on or prior to the Third Party Approval Date as provided in this Section 1.2.5, this Lease shall terminate, and Tenant shall surrender the Premises to Landlord in the condition provided in Section 15.1 of this Lease.

ARTICLE 2
RENTAL AND OTHER PAYMENTS

2.1 **Basic Rent.** Tenant will pay Basic Rent in monthly installments to Landlord, in advance, without offset or deduction, commencing on the Commencement Date and continuing on the first day of each and every calendar month after the Commencement Date during the Term. Tenant will make all Basic Rent payments to Landlord at the address specified in the Basic Terms or at such other place or in such other manner as Landlord may from time to time designate in writing. Tenant will make all Basic Rent payments without Landlord's previous demand, invoice or notice for payment. Landlord and Tenant will prorate, on a per diem basis, Basic Rent for any partial month within the Term. Upon execution of this Lease, Tenant will pay Landlord an amount equal to the Basic Rent for the first month of the Term.

2.2 **Additional Rent.** Tenant will make all payments of estimated Additional Rent in accordance with Sections 3.3 and 3.4 without deduction or offset and without Landlord's previous demand, invoice or notice for payment. Tenant will pay all other Additional Rent described in this Lease that is not estimated under Sections 3.3 and 3.4 within ten (10) days after receiving Landlord's invoice for such Additional Rent. Tenant will make all Additional Rent payments to the same location and, except as described in the previous sentence, in the same manner as Tenant's Basic Rent payments.

2.3 **Delinquent Rental Payments.** If Tenant does not pay any installment of Basic Rent or any Additional Rent within three (3) days after the date the payment is due, Tenant will pay Landlord a late payment charge equal to five percent (5%) of the amount of the delinquent payment. Further, if Tenant does not pay any installment of Basic Rent or any Additional Rent within thirty (30) days after the date the payment is due, Tenant will pay Landlord interest on the delinquent payment calculated at the Maximum Rate from the date when the payment is due through the date the payment is made. The late charge will be deemed Rent and Landlord's right to such compensation for the delinquency is in addition to all of Landlord's rights and remedies under this Lease, at law or in equity.

ARTICLE 3
PROPERTY TAXES AND OPERATING EXPENSES

3.1 **Payment of Property Taxes and Operating Expenses.** Tenant will pay, as Additional Rent, and in the manner this Article 3 describes Tenant's Share of Expenses due and payable during any calendar year of the Term. Landlord will prorate Tenant's Share of Expenses due and payable during the calendar year in which the Lease commences or terminates as of the Commencement Date or termination date, as applicable, on a per diem basis based on the number of days of the Term within such calendar year.

3.2 **Estimation of Tenant's Share of Expenses.** Landlord will deliver to Tenant a written estimate of the following for each calendar year of the Term prior to the Commencement Date and promptly after each January 1 that occurs during the Term: (a) Property Taxes, (b) Operating Expenses, (c) Tenant's Share of Expenses and (d) the annual and monthly Additional Rent attributable to Tenant's Share of Expenses.

3.3 **Payment of Estimated Tenant's Share of Expenses.** Tenant will pay the amount Landlord estimates as Tenant's Share of Expenses under Section 3.2 for each calendar year of the Term in equal monthly installments, in advance, commencing on the Commencement Date and thereafter on the first day of each and every calendar month during the Term.

3.4 **Confirmation of Tenant's Share of Expenses.** After the end of each calendar year within the Term, Landlord will determine the actual amount of Expenses and Tenant's Share of Expenses for the expired calendar year and deliver to Tenant a written statement of such amounts. If Tenant paid less than the amount of Tenant's Share of Expenses specified in the statement, Tenant will pay the difference to Landlord as Additional Rent in the manner described in Section 2.2. If Tenant paid more than the amount of Tenant's Share of Expenses specified in the statement, Landlord will, at Landlord's option, either (a) refund the excess amount to Tenant, or (b) credit the excess amount against Tenant's next due monthly installment or installments of estimated Additional Rent. If Landlord is delayed in delivering such statement to Tenant, such delay does not constitute Landlord's waiver of Landlord's rights under this Section.

3.5 **Cost Pools.** Tenant's Share of Expenses will generally be the percentage set forth in Exhibit "A" that defines Tenant's Share of Expenses. Notwithstanding the foregoing, Landlord shall have the right, from time to time, to equitably allocate some or all of the Expenses between and/or among different tenants and/or occupants of the Center and/or different buildings of the Center ("**Cost Pools**") based upon a fair and reasonable determination by Landlord of the actual benefit to such tenants and/or occupants relating to the categories of expenses within the Cost Pools. For instance, if one tenant carries property insurance on the building, Tenant's Share of Expenses with respect to property insurance carried by Landlord will be adjusted so that Tenant's Share of Expenses with respect to property insurance means the percentage computed by (a) dividing the rentable square feet of the Premises by the total rentable square feet of the Cost Pool that includes the commercial/retail portion of the Center (but not the tenant that is paying such property insurance) and (b) multiplying the quotient by 100.

3.6 **Personal Property Taxes.** Tenant will pay, prior to delinquency, all taxes charged against Tenant's trade fixtures and other personal property. Tenant will use all reasonable efforts to have such trade fixtures and other personal property taxed separately from the Property. If any of Tenant's trade fixtures and other personal property are taxed with the Property, Tenant will pay the taxes attributable to Tenant's trade fixtures and other personal property to Landlord as Additional Rent.

3.7 **Landlord's Right to Contest Property Taxes.** Landlord may, but is not obligated to, contest the amount or validity, in whole or in part, of any Property Taxes. Landlord's contest will be at Landlord's sole cost and expense except that if Property Taxes are reduced (or if a proposed increase is avoided or reduced), Landlord may include in its computation of Property Taxes the costs and expenses Landlord incurred in connection with such contest, including without limitation reasonable attorneys' fees, up to the amount of any Property Tax reduction Landlord realized from the contest or any Property Tax increase avoided or reduced in connection with the contest. Tenant may not contest Property Taxes.

3.8 **Cap on Expenses.** Notwithstanding anything to the contrary set forth herein, Tenant's payment of Expenses shall not exceed the following amounts for the applicable period(s) below:

Months	Cap on Expenses for Applicable Period
Commencement Date - 12	To be calculated in Commencement Date Memorandum based on $675 per month
13 – 24	$8,343.00 for the applicable year
25 – 36	$8,593.29 for the applicable year
37 – 48	$8,851.08 for the applicable year
49 – July 30, 2019	To be calculated in Commencement Date Memorandum based on $759.72 per month

For the Extension Term (if applicable):

Months:	Annual Cap on Expenses

August 1, 2019 - July 31, 2020	$9,390.12 for the applicable year
August 1, 2020 - July 31, 2021	$9,671.82 for the applicable year
August 1, 2021 - July 31, 2022	$9,961.97 for the applicable year
August 1, 2022 - July 31, 2023	$10,260.83 for the applicable year
August 1, 2023 - July 31, 2024	$10,568.66 for the applicable year

ARTICLE 4
USE

4.1 Permitted Use. Tenant will not use the Premises for any purpose other than the Permitted Use set forth in the Basic Terms. Tenant will not use the Property or knowingly permit the Premises to be used in violation of the Permitted Encumbrances, any Laws or in any manner that would (a) violate any certificate of occupancy affecting the Center; (b) make void or voidable any insurance now or after the Effective Date in force with respect to the Center; (c) cause injury or damage to the Center or to the person or property of any other tenant or occupant on the Center; (d) cause substantial diminution in the value or usefulness of all or any part of the Center; (e) constitute a public or private nuisance or waste; (f) interfere with, or be reasonably likely to interfere with, the transmission or reception of microwave, television, radio, telephone or other communication signals by antenna or other facilities located in the Center; or (g) violate the Center Rules. Tenant will obtain and maintain, at Tenant's sole cost and expense, all permits and approvals required under the Laws for Tenant's use of the Premises.

4.2 Acceptance of Premises. Tenant acknowledges that neither Landlord nor any agent, contractor or employee of Landlord has made any representation or warranty of any kind with respect to the Premises or the Center, specifically including, but not limited to, any representation or warranty of suitability or fitness of the Premises, or the Center for any particular purpose. Tenant's occupancy of the Premises conclusively establishes Tenant's acceptance of the Premises and the Center in an "AS IS - WHERE IS" condition.

4.3 Increased Insurance. Tenant will not do on the Center or permit to be done on the Premises anything that will (a) increase the premium of any insurance policy Landlord carries covering the Premises or the Center; (b) cause a cancellation of or be in conflict with any such insurance policy; (c) result in any insurance company's refusal to issue or continue any such insurance in amounts satisfactory to Landlord; or (d) subject Landlord to any liability or responsibility for injury to any person or property by reason of Tenant's operations in the Premises or use of the Center. Tenant will, at Tenant's sole cost and expense, comply with all rules, orders, regulations and requirements of insurers and of the American Insurance Association or any other organization performing a similar function. Tenant will reimburse Landlord, as Additional Rent, for any additional premium charges for such policy or policies resulting from Tenant's failure to comply with the provisions of this Section.

4.4 Prohibited Uses. Tenant will not conduct within the Premises any use which is restricted under the Permitted Encumbrances. Sidewalk sales or other outside activities of Tenant will be prohibited except within areas designated by Landlord in writing for such purposes. Tenant shall not (a) conduct within the Premises any fire, auction, bankruptcy or liquidation (whether of merchandise only or of the entire business of Tenant) sales, (b) advertise that Tenant is "going out of business", (c) permit any objectionable or unpleasant odors or noises to emanate from the Premises, (d) place or permit any radio, television, loud-speaker, amplifier or other sound broadcasting system on the roof or outside the Premises or where the same can be seen or heard from outside the Building or in the Common Area, (e) place an antenna, awning or other projection on the exterior of the Premises, (f) operate or permit the operation of any amusement or arcade type games in the Premises, (g) use, or permit to be used, the malls or sidewalks adjacent to the Premises, or any other premises outside such space for the sale or display of any merchandise or for any other business, occupation, or undertaking, or (h) take any other action which in the exclusive judgment of Landlord exercised in good faith would constitute a nuisance or would disturb or endanger other tenants or patrons of the Center or interfere with their use of their respective premises or which would tend to injure the reputation of the Center. Without limiting the foregoing, Tenant agrees to use reasonable efforts to minimize the effect of noise, vibration and odors on tenants and of the Center.

4.5 Laws/Center Rules. This Lease is subject and subordinate to all Laws. A copy of the current Center Rules is attached to this Lease as EXHIBIT "E". Landlord may amend the Center Rules from time to time in Landlord's sole, absolute and arbitrary discretion.

4.6 Signage. All of Tenant's signage will be subject to Landlord's prior written approval and must comply with the Permitted Encumbrances, all applicable Laws and the Signage Guidelines. Tenant will maintain its signage in good condition and repair during the Lease Term. Tenant, upon vacation of the Premises, or the removal or alteration of its sign for any reason, will be responsible for the repair, painting and/or replacement of the fascia

surface where signs are attached. Any signs or letterings placed on storefronts will be paid for by Tenant. Tenant will not be entitled to place its sign panel on any pylon sign or monument sign serving the Center.

4.7 **Operating Covenants.** Tenant agrees to open the Premises for business to the public fully staffed and stocked within ninety (90) days after the Delivery Date. Tenant will not at any time leave the Premises vacant, but will in good faith continuously throughout the Term of this Lease conduct and carry on in the entire Premises the Permitted Use. Tenant will: (a) comply with the Center Rules as such may be amended from time to time; (b) secure and maintain a business license and all other applicable governmental approvals; (c) operate continuously and uninterruptedly in the entire Premises under the Permitted Use; (d) employ its best judgment, efforts and abilities to operate the Permitted Use in a manner calculated to produce the maximum profitable and practical volume of sales and transactions obtainable and to enhance the reputation and attractiveness of the Premises; and (e) keep sidewalks adjacent to the Premises clean from visible trash, papers, oil, gum and other debris. Tenant shall use in the transaction of business in the Premises the trade name, if any, set forth in the Basic Terms except as otherwise agreed to in writing by Landlord.

4.8 **Hours of Business.** Tenant will, except during reasonable periods of repairing, cleaning and decorating, keep the Premises open to the public for business with adequate and competent personnel in attendance on all days and during all hours as set forth in the Basic Terms.

4.9 **Compliance With Exclusive Use Provisions.** Tenant acknowledges that various tenants or occupants of the Center have been or will be granted exclusive uses within the Center, and except as permitted by the Approval Letter, no part of the Premises will be used for any purpose or in any way that violates any prohibited use in the Permitted Encumbrances or any of the provisions set forth on **Exhibit "D"** hereto or any provision hereafter deemed to be an additional provision of **Exhibit "D"** pursuant to this Section. If there is any conflict between the Permitted Use and the provisions set forth in **Exhibit "D"** and/or the Permitted Encumbrances, except as permitted in the Approval Letter, the provisions of **Exhibit "D"** and the Permitted Encumbrances will govern and control. Tenant acknowledges that Landlord may hereafter grant other exclusive uses to other tenants or occupants of the Center or other prohibited uses for the benefit of such other tenant or occupant, and Tenant agrees that neither it nor any successor, assign, concessionaire, subtenant or assignee shall use the Premises, or any part thereof, in any way that would violate any such exclusive or prohibited use hereafter granted of which Tenant has received written notice, so long as such exclusive or prohibited use does not prohibit the use of the Premises for the Permitted Use. Upon receipt by Tenant of written notice of any such exclusive or prohibited use hereafter granted, such exclusive or prohibited use shall automatically be deemed to be an additional provision of **Exhibit "D"** hereto, so long as such exclusive or prohibited use does not prohibit the use of the Premises for the Permitted Use. Tenant agrees that it will not withhold or delay its written acknowledgment of the addition of any such additional exclusive or prohibited use to **Exhibit "D"** if such acknowledgment is requested in writing by Landlord, and if Tenant fails to furnish such written acknowledgment of such addition within ten (10) days after Tenant's receipt of Landlord's written request therefor, Tenant shall be deemed to have given such written acknowledgment as of the expiration of such 10-day period.

4.10 **Advertising.** Tenant will not affix upon the Premises any sign, advertising placard, name, insignia, trademark, descriptive material or other like item unless approved in writing by Landlord in advance. No advertising medium will be utilized by Tenant within the Premises which can be heard or seen outside the Premises, including without limitation, flashing lights, searchlights, loudspeakers, phonographs, radios or televisions.

4.11 **Common Areas.**

4.11.1 **Maintenance and Use of Common Area.** The Common Area shall be maintained by or on behalf of Landlord in good condition. The use and occupancy by Tenant of the Premises shall include the non-exclusive use of the Common Area (except areas used in the maintenance or operation of the Center) in common with Landlord and other lessees and occupants of the Center and their customers and invitees. Landlord shall operate and maintain the Common Area or shall cause the same to be operated and maintained in a manner deemed by Landlord reasonable or appropriate for the Center. Tenant acknowledges that the Common Area may include (a) tables and seating for the benefit of tenant's and patrons of the Center (the "**Common Area Seating**") and (b) seating for the exclusive use of other tenants in the Center (the "**Other Tenant Exclusive Seating**"). Tenant may permit its customers and patrons to use the Common Area Seating, but Tenant shall not permit its customers and patrons to use the Other Tenant Exclusive Seating.

4.11.2 **Control of and Changes to Common Area.** Landlord shall have sole and exclusive control of the Common Area, as well as the right to make changes to the Common Area. Landlord's rights shall

include, but not be limited to, the right to (a) restrain the use of the Common Area by unauthorized persons; (b) utilize from time to time any portion of the Common Area for promotional, entertainment and related matters; (c) place permanent or temporary kiosks, displays, carts or stands in the Common Area and to lease same to lessees; (d) temporarily close any portion of the Common Area for repairs, improvements or alterations, to discourage noncustomer use, to prevent dedication or an easement by prescription, or for any other reason deemed sufficient in Landlord's judgment; (e) change the shape and size of the Common Area, add, eliminate or change the location of improvements to the Common Area, including, without limitation, buildings, parking areas, roadways and curb cuts, and construct buildings on the Common Area; (f) construct surface or elevated parking areas and facilities; (g) establish and change the level of parking surfaces; (h) close all or any portion of the Common Area to such extent as may, in the opinion of Landlord's counsel, be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein or to make repairs or alterations; to close temporarily any or all portions of the Common Area, and (i) do and perform such other acts in and to said area and improvements as, in the exercise of good business judgment, Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants occupants and their agents, contractors, employees, licensees, customers and invitees. Tenant shall not solicit business or display merchandise within the Common Area, or distribute handbills thereon, or take any action which would interfere with the rights of other persons to use the Common Area without the prior written consent of the Landlord.

4.11.3 Parking. Landlord has the right, from time to time, to designate parking spaces within the Common Area to be used solely for parking by designated retail tenants of the Center and their employees, guests and invitees. In no event may Tenant or any of its employees, guests or invitees park in such designated reserved parking spaces at any time. In addition to all other rights and remedies available hereunder, Landlord shall be entitled to enforce this provision by requiring the payment by Tenant of such amount per automobile as may be determined to be appropriate by Landlord from time to time for each day per automobile an automobile driven by an employee of Tenant, Tenant's agent, occupant, concessionaire or licensee is found parked within the Common Area.

4.12 Permitted Encumbrances. Tenant acknowledges and agrees the Permitted Encumbrances prohibit a school from operating in the Center. Landlord obtained an approval letter under the Permitted Encumbrances from Food 4 Less for the operation of the Permitted Use, which approval letter is attached hereto as **Exhibit "J"** and incorporated herein (the "**Approval Letter**"). In no event shall Tenant use the Premises for any purpose other than the Permitted Use and Tenant shall not violate any of the terms of the Approval Letter. Tenant accepts the terms of the Approval Letter and agrees that Tenant's lease of the Premises is subject to the terms of the Approval Letter. If there is any inconsistency between the terms of this Lease and the terms of the Approval Letter, the terms of the Approval Letter shall prevail. If Tenant does not comply with the terms of the Approval Letter, such failure to comply shall be an automatic Event of Default.

ARTICLE 5
HAZARDOUS MATERIALS

5.1 Hazardous Materials. Tenant shall at all times and in all respects comply with all federal, state and local Laws and public or private enforcement actions thereof ("**Hazardous Materials Laws**"), relating to industrial hygiene, environmental or human health protection, disclosure or warning of human exposures to carcinogens or reproductive toxicants, or the use, analysis, generation, manufacture, processing, handling, storage, disposal, or transportation of any petroleum products, flammable explosives, asbestos, urea formaldehyde, radioactive or x-ray materials, film or waste thereof, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" as defined under any such Laws or public and private enforcement actions thereof (collectively, "**Hazardous Materials**"). Tenant shall not use, store, or release any Hazardous Materials on or about the Premises except for such Hazardous Materials as are typically used in other similar businesses, all of which must be used, handled, stored, disposed of, and transported strictly in accordance with all Hazardous Materials Laws. Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses, private or public enforcement actions, and other governmental and regulatory approvals associated with the presence of any Hazardous Materials in or about the Premises, and shall conduct its business in conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Upon termination of the Lease, Tenant shall, at its own expense, cause all Hazardous Materials placed in or about the Premises by Tenant or at Tenant's direction, to be removed and transported off the Premises for storage or disposal in accordance and compliance with all applicable Hazardous Materials Laws. Tenant shall indemnify Landlord and each of the Landlord Parties from and against any and all Claims arising from or caused in whole or in part, directly or indirectly, by any Hazardous Materials placed in or about the Premises by Tenant or at Tenant's direction, or by Tenant's failure to comply with any Hazardous Materials Law.

ARTICLE 6
SERVICES

6.1 **Gas, Electricity and Water.** Tenant hereby acknowledges the limits of the design standard of the electrical service to be furnished to the Premises and, if additional capacity or wiring is required by Tenant, Tenant, after obtaining Landlord's approval with respect to the same, will install such additional capacity or wiring at Tenant's own expense, provided it is permitted under all Laws and the Permitted Encumbrances. Tenant will pay for all electricity, water and sewer service provided to the Premises.

6.2 **Heating and Air Conditioning.** Tenant will pay the cost for all heating, air conditioning and ventilation service provided to the Premises, including the cost of maintenance, repair and replacement of same. Landlord, at its sole option, may arrange for a preventative maintenance contract for the HVAC units; provided, however, Landlord will provide Tenant thirty (30) days prior written notice of its intent to so arrange for a preventive maintenance contract for the HVAC units. The costs for such a maintenance contract will become a part of the Operating Expenses. Tenant will also carry insurance covering said equipment which may be self-insured as provided herein and will provide proof of insurance satisfactory to Landlord on said equipment upon occupancy.

6.3 **Payment Terms for Landlord Supplied Utilities.** Notwithstanding anything to the contrary contained herein, Landlord may, if it so elects, furnish one or more utility services to Tenant, and in such event Tenant will purchase the use of such services as are tendered by Landlord, and will pay within thirty (30) days from receipt of invoice as Additional Rent the rates established therefor by Landlord, which will not exceed the rates which would be charged for the same service if furnished directly by the local public utility companies. All said billings will be based upon Tenant's estimated consumption of such utility services. Landlord may at any time upon forty-five (45) days notice to Tenant discontinue furnishing any such service without obligation to Tenant other than to connect the Premises to the public utility, if any, furnishing such service. If Tenant fails to pay any charges referred to in this Article when due, Landlord may pay the charge, and Tenant agrees to reimburse Landlord for any amount paid by Landlord plus interest at the Maximum Rate.

6.4 **Tenant Supplied Utilities.** Landlord reserves the right, from time to time, to make reasonable and non-discriminatory modifications to the above standards for utilities and services. Tenant agrees to make all arrangements for and to be solely responsible for the direct payment of all separately metered or separately charged utility services, including, without limitation, all utility hook-up connection charges, fees and taxes, supplied to Tenant for Tenant's use in or about the Premises (including without limitation electric, natural gas (if applicable), telephone, cable television and any other special utility requirements of Tenant), if any, to the Premises or to the Tenant and will make such payments to the respective utility companies prior to delinquency. Such amounts will not be included as Operating Expenses.

6.5 **Tenant Devices.** Tenant will not, without Landlord's prior written consent, use any apparatus or device in or about the Premises that causes substantial noise, odor or vibration. Tenant will not connect any apparatus or device to electrical current or water except through the electrical and water outlets Landlord installs in the Premises.

ARTICLE 7
MAINTENANCE, REPAIR AND ALTERATION OF PREMISES

7.1 **Maintenance and Repair.** Subject to Section 6 above, Tenant shall keep the Premises in good order, condition and repair at all times during the Term; provided, however, that Landlord shall maintain and repair, with the costs thereof to be included in Operating Expenses, (i) the Building shell (i.e., the Building structure, foundation, exterior walls and roof), and (ii) the Common Area of the Building and the Center. Subject to the foregoing, Tenant shall promptly replace any portion of the Premises or system or equipment in the Premises which cannot fully be repaired, regardless of whether the benefit of such replacement extends beyond the Term. Tenant shall, at all times during the Term, maintain (or cause to be maintained) the Premises in first-class attractive and fully operative condition. All of Tenant's obligations to maintain and repair the Premises shall be accomplished at Tenant's sole expense. If Tenant fails to maintain or repair the Premises, Landlord may enter the Premises and perform such repair and maintenance on behalf of Tenant. In such case, Tenant shall be obligated to pay to Landlord immediately upon receipt of demand for payment, as Additional Rent, all of the costs incurred by Landlord. Tenant's maintenance obligations include, without limitation, (i) maintaining in a first-class condition the awnings and signs serving the Premises, and (ii) replacing the plate glass windows within the Premises if such plate glass breaks.

7.2 **Alterations.** Tenant shall not make any Alteration to the Premises (whether structural or non-structural) without the prior written consent of Landlord, unless any such proposed alteration (i) will cost less than $2,500 to construct, (ii) is non-structural and does not affect Building electrical, plumbing or mechanical systems or otherwise require issuance of a building permit, and (iii) will not result in changes to the Premises or the Building that are visible from outside the Building. If Landlord's consent is required as aforesaid, Landlord may require Tenant to provide insurance coverage and/or a lien completion bond, each in the form and amount satisfactory to Landlord. Any such insurance must name Landlord, the Property Manager as additional insureds. Any permitted Alteration shall be accomplished by Tenant in a good and workmanlike manner, in conformity with all Laws and by a contractor approved by Landlord. Upon completion of any work of Alteration in the Premises (whether or not consent of Landlord is required), Tenant shall notify Landlord of such completion, allow Landlord to inspect such work, provide to Landlord "as-built" plans, copies of all construction contracts, building permits, inspection reports and all other required governmental approvals, and proof of payment of all labor and materials. Tenant shall pay when due all claims for such labor and materials and shall give Landlord at least ten (10) days' prior written notice of the commencement of any such work.

7.3 **Americans With Disabilities Act.** If any governmental authority requires any Alteration to the Center or the Premises to comply with any applicable Law (including, without limitation the American's With Disabilities Act) as a result of Tenant's particular use of the Premises or as a result of any Alteration to the Premises made by or on behalf of Tenant, Tenant will pay the cost of all such Alterations. Landlord will have the right to make such Alterations required by the applicable governmental agency, provided that Landlord may first require Tenant to deposit with Landlord an amount sufficient to pay the cost of the Alterations (including, without limitation, reasonable overhead and administrative costs). If the Landlord elects not to make such Alterations required by applicable governmental agencies, Tenant will make the Alterations at Tenant's sole cost and expense in accordance with the foregoing provisions of Section 7.2. California Civil Code Section 1938 requires Landlord to notify Tenant whether the Premises has undergone inspection by a Certified Access Specialist ("CASp"), as defined in California Civil Code Section 55.52. Landlord hereby states to Tenant that, as of the date this Lease is executed, the property of which the Premises is a part has not undergone such inspection.

ARTICLE 8
RIGHTS RESERVED BY LANDLORD

8.1 **Landlord's Entry.** Landlord and its authorized representatives may at all reasonable times and upon reasonable notice to Tenant enter the Premises to: (a) inspect the Premises; (b) show the Premises to prospective purchasers, mortgagees and tenants; (c) post notices of non-responsibility or other protective notices available under the Laws; or (d) exercise and perform Landlord's rights and obligations under this Lease. Landlord may in the event of any emergency enter the Premises without notice to Tenant. Landlord's entry into the Premises is not to be construed as a forcible or unlawful entry into, or detainer of, the Premises or as an eviction of Tenant from all or any part of the Premises.

8.2 **Control of Center.** Landlord reserves all rights respecting the Center and Premises not specifically granted to Tenant under this Lease. Notwithstanding the foregoing, or the provision of any security-related services by Landlord, Landlord is not responsible for the security of persons or property on the Center and Landlord is not and will not be liable in any way whatsoever for any breach of security not solely and directly caused by the willful misconduct of Landlord, its agents or employees.

8.3 **Right to Cure.** If Tenant defaults in the performance of any obligation under this Lease Landlord may, but is not obligated to, perform any such obligation on Tenant's part without waiving any rights based upon such default and without releasing Tenant from any obligations hereunder. Tenant must pay to Landlord, within ten (10) days after delivery by Landlord to Tenant of statements therefor, sums equal to expenditures made and obligations incurred by Landlord in connection with the remedying Tenant's defaults, together with an administrative charge of fifteen percent (15%) of the costs incurred by Landlord. Such obligations survive the termination or expiration of this Lease.

ARTICLE 9
INSURANCE

9.1 **Tenant's Insurance Obligations.** Tenant will at all times during the Term and during any early occupancy period, at Tenant's sole cost and expense, maintain the insurance this Section 9.1 describes.

9.1.1 Liability Insurance. Commercial general liability insurance (including so-called "Dram Shop" or liquor liability coverage if the Premises are permitted to be used for serving or dispensing alcoholic beverages; provided, however, nothing herein contained will be deemed as permitting such use without the consent of Landlord, in its sole and absolute discretion), providing coverage at least as broad as the current ISO form with respect to the Premises and Tenant's activities in the Premises and upon and about the Center, on an "occurrence" basis, with minimum limits of $2,000,000 each occurrence and $5,000,000 general aggregate. Such insurance must include specific coverage provisions or endorsements (a) for broad form contractual liability insurance insuring Tenant's obligations under this Lease; (b) naming Landlord and Property Manager as additional insureds by an "Additional Insured - Managers or Landlords of Premises" endorsement (or equivalent coverage or endorsement); (c) waiving the insurer's subrogation rights against all Landlord Parties; (d) providing Landlord with at least 30 days prior notice of modification, cancellation or expiration; (e) expressly stating that Tenant's insurance will be provided on a primary basis and will not contribute with any insurance Landlord maintains; and (f) providing that the insurer has a duty to defend all insureds under the policy (including additional insureds), and that defense costs are paid in addition to, and do not deplete, the policy limits. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Premises and this Lease on a "per location" basis.

9.1.2 Property Insurance. Property insurance providing coverage at least as broad as the current ISO Special Form ("all-risks") policy in an amount not less than the full insurable replacement cost of all of Tenant's trade fixtures and other personal property within the Premises and including plate glass insurance covering all plate glass on the Premises at full replacement value, business income interruption insurance covering at least twelve months loss of income from Tenant's business in the Premises. Such property insurance must include "agreed amount, no coinsurance" provisions.

9.1.3 Other Insurance. Such other insurance as may be required by any Laws from time to time or may reasonably be required by Landlord from time to time.

9.1.4 Miscellaneous Insurance Provisions. All of Tenant's insurance will be written by companies rated at least "Best A-VII" and otherwise reasonably satisfactory to Landlord. Tenant will deliver a certified copy of each policy, or other evidence of insurance satisfactory to Landlord, (a) on or before the Commencement Date (and prior to any earlier occupancy by Tenant), (b) not later than 30 days prior to the expiration of any current policy or certificate, and (c) at such other times as Landlord may reasonably request. If Landlord allows Tenant to provide evidence of insurance by certificate, Tenant will deliver an ACORD Form 27 (or equivalent) certificate and will attach or cause to be attached to the certificate copies of the endorsements this Section 9.1 requires (including specifically, but without limitation, the "additional insured" endorsement). Tenant's insurance must permit waiver of subrogation as provided in Section 9.1.5.

9.1.5 Tenant's Waiver and Release of Claims and Subrogation. To the extent not prohibited by the Laws, Tenant, on behalf of Tenant and its insurers, waives, releases and discharges the Landlord Parties from all Claims arising out of personal injury or damage to or destruction of the Premises, Center or Tenant's trade fixtures, other personal property or business, and any loss of use or business interruption, occasioned by any fire or other casualty or occurrence whatsoever (whether similar or dissimilar), regardless whether any such Claim results from the negligence or fault of any Landlord Party or otherwise, and Tenant will look only to Tenant's insurance coverage (regardless whether Tenant maintains any such coverage) in the event of any such Claim. Tenant's trade fixtures, other personal property and all other property in Tenant's care, custody or control, is located at the Center at Tenant's sole risk.

9.1.6 No Limitation. Landlord's establishment of minimum insurance requirements is not a representation by Landlord that such limits are sufficient and does not limit Tenant's liability under this Lease in any manner.

9.2 Landlord's Insurance Obligations. Landlord will at all times during the Term maintain (or cause to be maintained) the insurance reasonably deemed necessary by Landlord or as may be required pursuant to the Permitted Encumbrances. All premiums and other costs and expenses Landlord incurs in connection with maintaining such insurance are Operating Expenses.

9.3 Tenant's Indemnification of Landlord. In addition to Tenant's other indemnification obligations in this Lease, Tenant releases and will, to the fullest extent allowable under the Laws, indemnify the Landlord Parties from and against all Claims arising from (a) any breach or default by Tenant in the performance of any of Tenant's covenants or agreements in this Lease, (b) any act, omission, negligence or misconduct of Tenant, (c) any accident,

injury, occurrence or damage in, about or to the Premises, and (d) to the extent caused in whole or in part by Tenant, any accident, injury, occurrence or damage in, about or to the Center.

9.4 **Tenant's Failure to Insure.** Notwithstanding any contrary language in this Lease and any notice and cure rights this Lease provides Tenant, if Tenant fails to provide Landlord with evidence of insurance as required under Section 9.1.4, Landlord may assume that Tenant is not maintaining the insurance Section 9.1 requires Tenant to maintain and Landlord may, but is not obligated to, without further demand upon Tenant or notice to Tenant and without giving Tenant any cure right or waiving or releasing Tenant from any obligation contained in this Lease, obtain such insurance for Landlord's benefit. In such event, Tenant will pay to Landlord, as Additional Rent, all costs and expenses Landlord incurs in obtaining such insurance. Landlord's exercise of its rights under this Section does not relieve Tenant from any default under this Lease.

ARTICLE 10
DAMAGE OR DESTRUCTION

10.1 **Tenantable Within 180 Days.** Except as provided in Section 10.3, if fire or other casualty renders the whole or any material part of the Premises untenantable and Landlord determines (in Landlord's reasonable discretion) that Landlord can make the Premises tenantable within one hundred eighty (180) days after the date of the casualty, then Landlord will notify Tenant that Landlord will repair and restore the Premises to as near their condition prior to the casualty as is reasonably possible within the one hundred eighty (180) day period (subject to delays caused by Tenant and Force Majeure). Landlord will provide the notice within sixty (60) days after the date of the casualty.

10.2 **Not Tenantable Within 180 Days.** If fire or other casualty renders the whole or any material part of the Premises untenantable and Landlord determines (in Landlord's reasonable discretion) that Landlord cannot make the Premises tenantable within one hundred eighty (180) days after the date of the casualty, then Landlord will so notify Tenant within sixty (60) days after the date of the casualty and may, in such notice, terminate this Lease effective on the date sixty (60) days after the date of Landlord's notice. If Landlord does not terminate this Lease as provided in this Section, Tenant may terminate this Lease by notifying Landlord within sixty (60) days after the date of Landlord's notice, which termination will be effective sixty (60) days after the date of Tenant's notice.

10.3 **Center Substantially Damaged.** If the Center is damaged or destroyed by fire or other casualty (regardless whether the Premises is affected) and either (a) less than fifteen (15) months remain in the Term, or (b) the damage reduces the value of the improvements on the Center by more than fifty percent (50%) or the Premises by more than fifteen percent (15%) (as Landlord reasonably determines value before and after the casualty), then regardless whether Landlord determines (in Landlord's reasonable discretion) that Landlord can make the Premises tenantable within one hundred eighty (180) days after the date of the casualty, Landlord may, at Landlord's option, by notifying Tenant within sixty (60) days after the casualty, terminate this Lease effective on the date sixty (60) days after the date of Landlord's termination notice.

10.4 **Insufficient Proceeds.** Notwithstanding any contrary language in this Article 10, if Landlord does not receive sufficient insurance proceeds (excluding the amount of any policy deductible) to repair all damage to the Premises caused by fire or other casualty, or if Landlord's lender does not allow Landlord to use sufficient proceeds to repair all such damage, then Landlord may, at Landlord's option, by notifying Tenant within sixty (60) days after the casualty, terminate this Lease effective on the date sixty (60) days after the date of Landlord's notice.

10.5 **Landlord's Repair; Rent Abatement.** If this Lease is not terminated under Sections 10.1 through 10.4 following a fire or other casualty, then Landlord will repair and restore the Premises to as near their condition prior to the fire or other casualty as is reasonably possible with all commercially reasonable diligence and speed (subject to delays caused by Tenant and Force Majeure) and Basic Rent and Tenant's Share of Expenses for the period during which the Premises are untenantable will abate pro rata (based upon the rentable area of the untenantable portion of the Premises as compared with the rentable area of the entire Premises). In no event is Landlord obligated to repair or restore any Alterations or Improvements that are not covered by Landlord's insurance, any special equipment or improvements installed by Tenant, any personal property, or any other property of Tenant.

10.6 **Rent Apportionment Upon Termination.** If either Landlord or Tenant terminates this Lease under this Article 10, Landlord will apportion Basic Rent and Tenant's Share of Expenses on a per diem basis and Tenant will pay the Basic Rent and Tenant's Share of Expenses to the date of the fire or other casualty if the event renders the Premises completely untenantable or if the event does not render the Premises completely untenantable, the effective date of such termination (provided that if a portion of the Premises is rendered untenantable, but the

remaining portion is tenantable, then, except as provided in Section 10.5, Tenant's obligation to pay Basic Rent and Tenant's Share of Expenses abates pro rata from the date of the casualty and Tenant will pay the unabated portion of the Rent to the date of such termination on the portion terminated).

10.7 **Exclusive Casualty Remedy.** The provisions of this Article 10 are Tenant's sole and exclusive rights and remedies in the event of a casualty. To the extent permitted by the Laws, Tenant waives the benefits of any Law, including, but not limited to, the provisions of Sections 1932(2) and 1933(4) of the Civil Code or any successor statutes or laws, that provides Tenant any abatement or termination rights (by virtue of a casualty) not specifically described in this Article 10.

ARTICLE 11
EMINENT DOMAIN

11.1 **Eminent Domain.** If all or part of the Premises is taken under power of eminent domain by a Condemning Authority or sold under threat of such taking, this Lease shall terminate as to the part so taken or sold, and the rent shall be reduced in the proportion that the value of the Premises is reduced thereby. The entire award or proceeds from such taking or sale of land and improvements, including severance damages, shall belong to Landlord, and Tenant shall be entitled only to the portion of the award or proceeds for its personal property which may be taken, and any relocation allowance actually paid by the Condemning Authority. If more than twenty percent (20%) of the Premises is taken, Tenant may terminate this Lease by notice to Landlord within thirty (30) days after the taking or sale. Tenant waives the protection of any statute, code or judicial decision which grants to Tenant a right to any other compensation, in the event of a taking, including, but not limited to California Code of Civil Procedure Sections 1265.130, 1265.150 or any successor statutes or laws.

ARTICLE 12
TRANSFERS

12.1 **Restriction on Transfers.** Tenant will not cause or suffer a Transfer without obtaining Landlord's prior written consent. Landlord may grant or withhold consent in Landlord's reasonable discretion. Tenant's request for consent to a Transfer must describe in detail the parties, terms, portion of the Premises, the type of use proposed for the Premises, and other circumstances involved in the proposed Transfer. Landlord will notify Tenant of Landlord's election to consent or withhold consent within thirty (30) days of Landlord's receipt of such a written request for consent to the Transfer from Tenant. Tenant will provide Landlord with any additional information Landlord reasonably requests regarding the proposed Transfer or the proposed Transferee, including financial information regarding the proposed transferee. If Landlord consents to the Transfer, Landlord may impose on Tenant or the transferee such conditions as Landlord deems appropriate. No Transfer releases Tenant from any liability or obligation under this Lease and Tenant remains liable to Landlord after such a Transfer as a principal and not as a surety. If Landlord consents to any Transfer, Tenant will pay to Landlord, as Additional Rent, fifty percent (50%) of any amount Tenant receives on account of the Transfer in excess of the amounts this Lease otherwise requires Tenant to pay. Any attempted Transfer in violation of this Lease is null and void and constitutes an Event of Default under this Lease.

12.2 **Recapture Right.** In lieu of giving or withholding consent pursuant to Section 12.1, Landlord may, within the 30 day period provided in Section 12.1, elect by written notice to Tenant to terminate this Lease. If Landlord elects to terminate the Lease as set forth above, Tenant may negate Landlord's election by delivering written notice withdrawing its request for Landlord's consent to the Transfer within five (5) days of Tenant's receipt of Landlord's notice. If Landlord elects to terminate this Lease as set forth above, Landlord will release Tenant from liability under this Lease for future Basic Rent and Additional Rent with respect to the Premises (or the portion of the Premises subject to the proposed Transfer) accruing after the effective date of termination. Landlord and Tenant agree and acknowledge that Landlord's right to recapture as set forth above is intended to permit Landlord to maintain control over the leasing of space in the Center, to protect its interest in the Center and the interest of any lenders and to prevent such interest from being impaired. Tenant understands the nature of this right and has approved the recapture provisions in consideration for (a) Tenant's right to negate Landlord's recapture election by withdrawing its request for a Transfer and (b) Landlord's agreement to release Tenant from liability for Rent accruing after the effective date of termination with respect to the recaptured portion of the Premises pursuant to the provisions of this Section.

12.3 **Landlord's Consent; Standards.** In determining whether to grant its consent to the Tenant's sublet or assignment request, Landlord may consider any reasonable factor. Landlord and Tenant agree that failure to satisfy any one of the following factors, or any other reasonable factor, will be reasonable grounds for denying Tenant's request:

(a) financial strength of the proposed subtenant/assignee, as evidenced by audited financial statements certified by an independent public accountant, must be at least equal to that of the existing Tenant as of the date hereof and as of the date of assignment;

(b) business reputation of the proposed subtenant/assignee must be satisfactory to Landlord;

(c) use of the Premises by the proposed subtenant/assignee (i) will not violate or create any potential violation of any Laws and will be for only the Permitted Use; (ii) will not violate any other agreements affecting the Premises, Landlord or other tenants at the Center including but not limited to exclusive agreements entered into between Landlord and other tenants or owners at the Center and the Permitted Encumbrances; (iii) will complement Landlord's tenant mix at the Center; and (iv) will not constitute a nuisance or would disturb or endanger other tenants of the Center or interfere with their use of their respective premises, or which would tend to injure the reputation of the Center; and

(d) managerial and operational skills of the proposed subtenant/assignee must be at least equal to those of the existing Tenant.

Tenant agrees that its personal business skills and philosophy were an important inducement to Landlord for entering into this Lease and that Landlord may reasonably object to the transfer of the Premises to another tenant whose proposed use, while permitted by this Lease, would involve a different quality, manner or type of business skill than that of Tenant.

12.4 **No Merger.** No merger will result from Tenant's Transfer of the Premises under this Article, Tenant's surrender of this Lease or the termination of this Lease in any other manner. In any such event, Landlord may terminate any or all subtenancies or succeed to the interest of Tenant as sub-landlord thereunder.

12.5 **Costs.** Tenant will pay to Landlord, as Additional Rent, all costs and expenses Landlord incurs in connection with any Transfer, including, without limitation, reasonable attorneys' fees and costs, regardless whether Landlord consents to the Transfer.

ARTICLE 13
DEFAULTS; REMEDIES

13.1 **Events of Default.** The occurrence of any of the following constitutes an "Event of Default" by Tenant under this Lease. Landlord and Tenant agree that the notices required by this Section 13.1 are intended to satisfy any and all notice requirements imposed by the Laws and are not in addition to any such requirements.

13.1.1 Failure to Pay Rent. Tenant fails to pay Basic Rent, any monthly installment of Tenant's Share of Expenses or any other Additional Rent amount as and when due and such failure continues for three (3) days after Landlord notifies Tenant.

13.1.2 Failure to Perform. Tenant breaches or fails to perform any of Tenant's nonmonetary obligations under this Lease and the breach or failure continues for a period of five (5) days after Landlord notifies Tenant of Tenant's breach or failure; provided that if Tenant cannot cure its breach or failure within a five (5) day period, Tenant's breach or failure is not an Event of Default if Tenant commences to cure its breach or failure within the five (5) day period and thereafter diligently pursues the cure and effects the cure within a period of time that does not exceed an additional twenty (20) days after the expiration of the initial five (5) day period. Notwithstanding any contrary language contained in this Section 13.1.2, Tenant is not entitled to any notice or cure period before an uncurable breach or failure of this Lease becomes an Event of Default.

13.1.3 Vacation or Abandonment. If Tenant abandons or vacates the Premises;

13.1.4 Failure to Pay on Three Occasions. If Tenant on three (3) separate occasions in any one calendar year, when on such occasions Rent or any other charge required to be paid by Tenant becomes due, fails to pay such Rent or such charge as and when due, where such failure continues for five (5) days after written notice thereof by Landlord to Tenant whether or not such Rent or other charge is eventually paid;

13.1.5 Misrepresentation. The existence of any material misrepresentation or omission in any financial statements, correspondence or other information provided to Landlord by or on behalf of Tenant in

connection with (a) Tenant's negotiation or execution of this Lease; (b) Landlord's evaluation of Tenant as a prospective tenant at the Center; (c) any proposed or attempted Transfer; or (d) any consent or approval Tenant requests under this Lease.

13.1.6 Other Defaults. (a) Tenant makes a general assignment or general arrangement for the benefit of creditors; (b) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Tenant; (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Tenant and is not dismissed within thirty (30) days; (d) a trustee or receiver is appointed to take possession of substantially all of Tenant's assets, substantially all of Tenant's assets located at the Premises, or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (e) substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure not discharged within thirty (30) days. If a court of competent jurisdiction determines that any act described in this Section does not constitute an Event of Default, and the court appoints a trustee to take possession of the Premises (or if Tenant remains a debtor in possession of the Premises) and such trustee or Tenant Transfers Tenant's interest hereunder, then Landlord is entitled to receive, as Additional Rent, the amount by which the Rent (or any other consideration) paid in connection with the Transfer exceeds the Rent otherwise payable by Tenant under this Lease.

13.1.7 Prohibited Transfer. If a Transfer occurs or is attempted in violation of Article 12 of this Lease.

13.1.8 Environmental Default. Tenant violates the provisions of Article 5 relating to Hazardous Materials.

13.1.9 Approval Letter. Tenant fails to comply with the terms of the Approval Letter.

13.2 **Remedies.** Upon the occurrence of any Event of Default, Landlord may at any time and from time to time, without notice or demand and without preventing Landlord from exercising any other right or remedy, exercise any of the following remedies:

13.2.1 Termination of Tenant's Possession/Re-entry and Reletting Right. Terminate Tenant's right to possession of the Premises at any time by any lawful means, in which case this Lease will terminate and Tenant must immediately surrender possession of the Premises to Landlord. In such event, Landlord will be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation (i) the worth at the time of the award of the unpaid Rent and other charges which Landlord had earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Rent which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Rent which Tenant would have paid for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; and (iv) any other amount, including court costs necessary to compensate Landlord 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. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest at the Maximum Rate. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%). If Tenant has abandoned the Premises, Landlord will have the option of (i) retaking possession of the Premises and recovering from Tenant the amount specified in this Section 13.2.1 or (ii) proceeding under Section 13.2.2 or Section 13.2.3.

13.2.2 Maintain Right to Possession. Maintain Tenant's right to possession, in which case this Lease will continue in effect whether or not Tenant has abandoned the Premises. Landlord will be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due. The Landlord has the remedy described in California Civil Code Section 1951.4 (Landlord may continue Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has right to sublet or assign, subject only to reasonable limitations). During the period Tenant is in default, Landlord may enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant will be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including brokers' commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining Term of this Lease. Tenant will pay to Landlord the Rent due under this Lease on the dates the Rent is due, less the Rent Landlord receives from reletting. No act by Landlord allowed by this Section 13.2.2 will terminate this Lease unless Landlord notifies Tenant in writing that Landlord elects to terminate this Lease. If Landlord elects to relet the

Premises as provided in this Section 13.2.2, Rent that Landlord receives from releiting will be applied to the payment of: (i) first, any indebtedness from Tenant to Landlord other than Rent due from Tenant; (ii) second, all costs, including costs, incurred by Landlord in releiting; and (iii) third, Rent due and unpaid under the Lease. After deducting the payments referred to in this Section 13.2.2, any sum remaining from the Rent Landlord receives from releiting will be held by Landlord and applied in payment of future Rent as Rent becomes due under this Lease. If, on the date rent is due under this Lease, the Rent received from the releiting is less than the rent due on that date, Tenant will pay to Landlord, in addition to the remaining Rent due, all costs, including costs for maintenance, Landlord incurred in releiting which remain after applying the rent received from the releiting.

13.2.3 Other Remedies. Pursue any other remedy now or hereafter available to Landlord under the Laws or judicial decisions of the state in which the Center is located.

13.2.4 Right of Landlord to Re-Enter. In the event of any termination of this Lease, Landlord will have the immediate right to enter upon and repossess the Premises, and any personal property of Tenant may be removed from the Premises and stored in any public warehouse at the risk and expense of Tenant.

13.3 Costs. Tenant will reimburse and compensate Landlord on demand and as Additional Rent for any actual loss Landlord incurs in connection with, resulting from or related to any breach or default of Tenant under this Lease, regardless of whether the breach or default constitutes an Event of Default, and regardless of whether or not suit is commenced or judgment is entered. Such loss includes all reasonable legal fees, costs and expenses (including paralegal fees, expert fees, and other professional fees and expenses) Landlord incurs investigating, negotiating, settling or enforcing any of Landlord's rights or remedies or otherwise protecting Landlord's interests under this Lease. Tenant will also indemnify the Landlord Parties from and against all Claims Landlord or any of the other Landlord Parties incurs if Landlord or any of the other Landlord Parties becomes or is made a party to any Claim (a) instituted by Tenant or by or against any person holding any interest in the Premises by, under or through Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; or (c) otherwise arising out of or resulting from any act or omission of Tenant or such other person.

13.4 Waiver and Release by Tenant. Tenant waives and releases all Claims Tenant may have resulting from Landlord's re-entry and taking possession of the Premises by any lawful means and removing and storing Tenant's property as permitted under this Lease, regardless of whether this Lease is terminated and, to the fullest extent allowable under the Laws, Tenant releases and will indemnify the Landlord Parties from and against any and all Claims occasioned thereby. No such reentry is to be considered or construed as a forcible entry by Landlord.

13.5 Landlord's Default. If Landlord defaults in the performance of any of its obligations under this Lease, Tenant will notify Landlord of the default and Landlord will have thirty (30) days after receiving such notice to cure the default. If Landlord is not reasonably able to cure the default within a thirty (30) day period, Landlord will have an additional reasonable period of time to cure the default as long as Landlord commences the cure within the thirty (30) day period and thereafter diligently pursues the cure. In no event is Landlord liable to Tenant or any other person for consequential, indirect, special or punitive damages, including, without limitation, lost profits.

13.6 No Waiver. No failure by Landlord to insist upon the performance of any provision of this Lease or to exercise any right or remedy upon a breach or default thereof, and no acceptance by Landlord of full or partial Rent during the continuance of any such breach or default, constitutes Landlord's wavier of any such breach or default. No waiver of any breach or default may be implied from any omission by Landlord to take any action on account of such breach or default. None of the terms of this Lease to be kept, observed or performed by Tenant, and no breach or default thereof, may be waived, altered or modified except by a written instrument executed by Landlord. One or more waivers by Landlord is not to be construed as a wavier of a subsequent breach or default of the same provision. No statement on a payment check from Tenant or in a letter accompanying a payment check is binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of any such statement.

ARTICLE 14
CREDITORS; ESTOPPEL CERTIFICATES

14.1 Subordination. This Lease, all rights of Tenant in this Lease, and all interest or estate of Tenant in the Premises, is subject and subordinate to the lien of any Mortgage. Tenant will, on Landlord's demand, execute and deliver to Landlord or to any other person Landlord designates any instruments, releases or other documents reasonably required to confirm the self-effectuating subordination of this Lease as provided in this Section to the lien of any Mortgage. The subordination to any future Mortgage provided for in this Section is expressly conditioned upon

the Mortgage holder's agreement that as long as Tenant is not in default in the payment of Rent or the performance and observance of any covenant, condition, provision, term or agreement to be performed and observed by Tenant under this Lease, beyond any applicable grace or cure period this Lease provides Tenant, the holder of the Mortgage will not disturb Tenant's rights of possession under this Lease. The lien of any existing or future Mortgage will not cover Tenant's moveable trade fixtures or other personal property of Tenant located in or on the Premises.

14.2 Attornment. If any ground lessor, the holder of any Mortgage at a foreclosure sale or any other transferee acquires Landlord's interest in this Lease, the Premises or the Center, Tenant will attorn to the transferee of or successor to Landlord's interest in this Lease, the Premises or the Center (as the case may be) and recognize such transferee or successor as landlord under this Lease.

14.3 Mortgagee Protection Clause. Tenant will give the holder of any Mortgage, by registered mail, a copy of any notice of default Tenant serves on Landlord, provided that Landlord or the holder of the Mortgage previously notified Tenant (by way of notice of assignment of rents and leases or otherwise) of the address of such holder. Tenant further agrees that if Landlord fails to cure such default within the time provided for in this Lease, then Tenant will provide written notice of such failure to such holder and such holder will have an additional thirty (30) days within which to cure the default. If the default cannot be cured within the additional thirty (30) day period, then the holder will have such additional time as may be necessary to effect the cure if, within the thirty (30) day period, the holder has commenced and is diligently pursuing the cure (including without limitation commencing foreclosure proceedings if necessary to effect the cure).

14.4 Permitted Encumbrances. Tenant agrees that: (a) as to its leasehold estate Tenant, and all persons in possession or holding under Tenant, will conform to and will not violate the terms of the Permitted Encumbrances; and (b) this Lease is and will be subordinate to the Permitted Encumbrances and any amendments or modifications thereto now existing or that may exist in the future, including any exclusive use rights granted in the future, provided that and future amendments or modifications do not materially and adversely affect the use of the Premises for the Permitted Use.

14.5 Estoppel Certificates.

14.5.1 Contents. Upon Landlord's written request, Tenant will execute, acknowledge and deliver to Landlord a written statement in form satisfactory to Landlord certifying: (a) that this Lease (and all guaranties, if any) is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect, as modified, and stating the modifications); (b) that this Lease has not been canceled or terminated; (c) the last date of payment of Rent and the time period covered by such payment; (d) whether there are then existing any breaches or defaults by Landlord under this Lease known to Tenant, and, if so, specifying the same; (e) specifying any existing claims or defenses in favor of Tenant against the enforcement of this Lease (or of any guaranties); and (f) such other factual statements as Landlord, any lender, prospective lender, investor or purchaser may request. Tenant will deliver the statement to Landlord within ten (10) Business Days after Landlord's request. Landlord may give any such statement by Tenant to any lender, prospective lender, investor or purchaser of all or any part of the Center and any such party may conclusively rely upon such statement as true and correct.

14.5.2 Failure to Deliver. If Tenant does not timely deliver the statement referenced in Section 14.4.1 to Landlord, (a) Landlord may execute and deliver the statement to any third party on behalf of Tenant and (b) such failure constitutes an Event of Default under this Lease.

ARTICLE 15
TERMINATION OF LEASE

15.1 Surrender of Premises. Tenant will surrender the Premises to Landlord at the expiration or earlier termination of this Lease in good order, condition and repair, reasonable wear and tear, permitted Alterations and damage by insured casualty or condemnation excepted, and will surrender all keys to the Premises to Landlord. Tenant will at such time remove all of its property from the Premises and, if Landlord so requests, all specified Alterations and improvements (including, without limitation, signage and awnings) Tenant placed on the Premises. Tenant will promptly repair any damage to the Premises caused by such removal. All property of Tenant not removed on or before the last day of the Term is deemed abandoned. Tenant appoints Landlord as Tenant's agent to remove, at Tenant's sole cost and expense, all of Tenant's property from the Premises upon termination of this Lease and to cause its transportation and storage for Tenant's benefit, all at the sole cost and risk of Tenant, and Landlord will not be liable for damage, theft, misappropriation or loss thereof or in any manner in respect thereto. Tenant releases and will indemnify Landlord from and against any Claim resulting from Tenant's failure or delay in

surrendering the Premises in accordance with this Section, including, without limitation, any Claim made by any succeeding occupant founded on such delay.

15.2 **Holding Over.** If Tenant possesses the Premises after the Term expires or is otherwise terminated without executing a new lease and without Landlord's written consent, Tenant is deemed to be occupying the Premises without claim of right (but subject to all terms and conditions of this Lease) and, in addition to Tenant's liability for failing to surrender possession of the Premises as provided in Section 15.1, Tenant will pay Landlord a charge for each day of occupancy after expiration of the Term in an amount equal to twice Tenant's then-existing Rent.

ARTICLE 16
ADDITIONAL PROVISIONS

16.1 **Tenant's Improvements.** The Improvements will be installed in accordance with the terms of this Lease. The initial Improvements made to the Premises by Tenant shall be installed in accordance with the terms of the Work Letter and this Lease. Immediately upon installation, the Improvements will become part of the Premises.

16.2 **Security Deposit.** Concurrently with Tenant's execution of this Lease, Tenant will deposit with Landlord the Security Deposit. If Tenant defaults with respect to any of the terms, provisions, covenants and conditions of this Lease, Landlord may use, apply or retain the whole or any part of the Security Deposit for the payment of any Rent in default or any other sum which Landlord expends by reason of Tenant's default. Tenant is not entitled to any interest on the Security Deposit. It is expressly agreed that the Security Deposit is not an advance rental deposit or a measure of Landlord's damages in the case of Tenant's default. Upon application of all or any part of the Security Deposit, Tenant must upon demand restore the Security Deposit to its original amount. Any application of the Security Deposit by Landlord will not be deemed to have cured Tenant's default. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all other provisions of Law, now or hereinafter in force, which restricts the amount or types of claims that a landlord may make upon a security deposit or imposes upon a landlord (or its successors) any obligation with respect to the handling or return of security deposits. The Security Deposit will be released to Tenant within forty-five (45) days of the surrender of the Premises to Landlord subject to any deductions made by Landlord pursuant to the terms of this Lease.

16.3 **Covenants Upon Bankruptcy Filing.** Upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and as debtor in possession, and any trustee who may be appointed, agree as follows: (i) to perform each and every obligation of Tenant under this Lease, including, but not limited to, the manner of "operations" as provided in this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; (ii) to pay monthly in advance on the first day of each month as reasonable compensation for use and occupancy of the Premises an amount equal to all Basic Rent and other charges otherwise due pursuant to this Lease; (iii) to reject or assume this Lease with in sixty (60) days of the filing of such petition under Chapter 7 of the Bankruptcy Code or within one hundred twenty (120) days (or such shorter term as Landlord, in its sole discretion, may deem reasonable so long as notice of such period is given) of the filing of a petition under any other Chapter; (iv) to give Landlord at least forty-five (45) days prior written notice of any proceeding relating to any assumption of this Lease; (v) to give at least thirty (30) days prior written notice of any abandonment of the Premises; any such abandonment to be deemed a rejection of this Lease; (vi) to do all other things of benefit to Landlord otherwise required under the Bankruptcy Code; (vii) to be deemed to have rejected this Lease in the event of the failure to comply with any of the above; and (viii) to have consented to the entry of an order by an appropriate United States Bankruptcy Court providing all of the above, waiving notice and hearing of the entry of same.

16.4 **Local Hiring.** Tenant shall comply with the terms and provisions of **Exhibit "G"** attached hereto and incorporated herein.

ARTICLE 17
MISCELLANEOUS PROVISIONS

17.1 **Notices.** All Notices must be in writing and must be sent by personal delivery, United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified in the Basic Terms or at such other place as either party may designate to the other party by written notice given in accordance with this Section. Notices given by mail are deemed delivered within three (3) Business Days after the party sending the Notice deposits the Notice with the United States Post Office. Notices delivered by courier are deemed delivered on the next Business Day after the day the party delivering the Notice timely deposits the Notice with the courier for overnight (next day) delivery.

17.2 **Transfer of Landlord's Interest.** If Landlord Transfers (other than for collateral security purposes) its ownership interest in the Premises, the transferor is automatically relieved of all obligations on the part of Landlord accruing under this Lease from and after the date of the Transfer, provided that the transferor will deliver to the transferee any funds the transferor holds in which Tenant has an interest (such as a security deposit). Landlord's covenants and obligations in this Lease bind each successive Landlord only during and with respect to its respective period of ownership. However, notwithstanding any such Transfer, the transferor remains entitled to the benefits of Tenant's releases and indemnity and insurance obligations (and similar obligations) under this Lease with respect to matters arising or accruing during the transferor's period of ownership.

17.3 **Successors.** The covenants and agreements contained in this Lease bind and inure to the benefit of Landlord, its successors and assigns, bind Tenant and its successors and assigns and inure to the benefit of Tenant and its permitted successors and assigns.

17.4 **Captions and Interpretation.** The captions of the articles and Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular includes the plural and the plural includes the singular.

17.5 **Relationship of Parties.** This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Landlord and Tenant other than that of landlord and tenant.

17.6 **Entire Agreement; Amendment.** The Basic Terms and all exhibits, addenda and schedules attached to this Lease are incorporated into this Lease as though fully set forth in this Lease and together with this Lease contain the entire agreement between the parties with respect to the improvement and leasing of the Premises. All preliminary and contemporaneous negotiations, including, without limitation, any letters of intent or other proposals and any drafts and related correspondence, are merged into and superseded by this Lease. No subsequent alteration, amendment, change or addition to this Lease (other than to the Center Rules) is binding on Landlord or Tenant unless it is in writing and signed by the party to be charged with performance.

17.7 **Severability.** If any covenant, condition, provision, term or agreement of this Lease is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Lease will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

17.8 **Landlord's Limited Liability.** Tenant will to look solely to Landlord's interest in the Center for recovering any judgment or collecting any obligation from Landlord or any other Landlord Party. In no event is Landlord or any Landlord Party liable to Tenant or any other person for consequential, indirect, special or punitive damages.

17.9 **Survival.** All of Tenant's obligations under this Lease (together with interest on payment obligations at the Maximum Rate) accruing prior to expiration or other termination of this Lease, releases and indemnification, and defense and hold harmless obligations survive the expiration or other termination of this Lease.

17.10 **Attorneys' Fees.** If either Landlord or Tenant commences any litigation or judicial action to determine or enforce any of the provisions of this Lease, the prevailing party in any such litigation or judicial action is entitled to recover all of its costs and expenses (including, but not limited to, reasonable attorneys' fees, costs and expenditures) from the nonprevailing party.

17.11 **Brokers.** Landlord and Tenant each represents and warrants to the other that it has not had any dealings with any realtors, brokers, finders or agents in connection with this Lease (except as may be specifically set forth in the Basic Terms) and each releases and agrees to indemnify against any Claims based on the failure or alleged failure to pay any realtors, brokers, finders or agents (other than any brokers specified in the Basic Terms) with respect to this Lease or the negotiation of this Lease.

17.12 **Governing Law.** This Lease is governed by, and must be interpreted under, the internal laws of the State. Any suit arising from or relating to this Lease must be brought in the County; Landlord and Tenant waive the right to bring suit elsewhere.

17.13 **Time is of the Essence.** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

17.14 Joint and Several Liability. All parties signing this Lease as Tenant are jointly and severally liable for performing all of Tenant's obligations under this Lease.

17.15 Tenant's Waiver. Any claim Tenant may have against Landlord for default in performance of any of Landlord's obligations under this Lease is deemed waived unless Tenant notifies Landlord of the default within thirty (30) days after Tenant knew or should have known of the default.

17.16 Tenant's Organization Documents; Authority. If Tenant is an entity, Tenant will, within ten (10) days after Landlord's written request, deliver to Landlord: (a) Certificate(s) of Good Standing from the state of formation of Tenant and, if different, the State, confirming that Tenant is in good standing under the laws governing formation and qualification to transact business in such state(s); and (b) a copy of Tenant's organizational documents and any amendments or modifications thereof, certified as true and correct by an appropriate official of Tenant. Tenant and each individual signing this Lease on behalf of Tenant represents and warrants that they are duly authorized to sign on behalf of and to bind Tenant and that this Lease is a duly authorized, binding and enforceable obligation of Tenant.

17.17 Provisions are Covenants and Conditions. All provisions of this Lease, whether covenants or conditions, are deemed both covenants and conditions.

17.18 Force Majeure. If Landlord is delayed or prevented from performing any obligation under this Lease (excluding, however, the payment of money) by reason of Force Majeure, Landlord's performance of such obligation will be excused for a period equal to (a) the duration of the Force Majeure event, or (b) if longer, the period of delay actually caused by the Force Majeure event.

17.19 Management. Property Manager is authorized to manage the Property. Landlord appointed Property Manager to act as Landlord's agent for leasing, managing and operating the Property.

17.20 Financial Statements. Tenant will, prior to Tenant's execution of this Lease and within ten (10) days after Landlord's request at any time during the Term, deliver to Landlord complete, accurate and up-to-date financial statements with respect to Tenant, which financial statements must be certified by the Tenant that the same are a true, complete and correct. With respect to any of Tenant's financial statements delivered to Landlord from Tenant prior to the execution of this Lease, Tenant represents and warrants to Landlord that such financial statement are true, complete and correct. If there is any material and adverse change to the latest version of Tenant's financial statements delivered to Landlord, Tenant shall immediately notify Landlord of such change in writing. Tenant further agrees that Tenant will deliver to Landlord not later than sixty (60) days after the close of each calendar year a statement of gross sales for the preceding calendar year.

17.21 No Recording. Tenant may not record this Lease or a Memorandum of this Lease.

17.22 No Implication of Exclusive Use. Nothing contained in this Lease will be deemed to give Tenant an express or implied exclusive right to operate any particular type of business in the Center.

17.23 Construction of Lease and Terms. The terms and provisions of this Lease represent the results of negotiations between Landlord and Tenant, each of which are sophisticated parties and each of which has been represented or been given the opportunity to be represented by counsel of its own choosing. Consequently, the terms and provisions of this Lease must be interpreted and construed in accordance with their usual and customary meanings, and Landlord and Tenant each waive the application of any rule of law that ambiguous or conflicting terms or provisions contained in this Lease are to be interpreted or construed against the party who prepared the executed Lease or any earlier draft of the same. Landlord's submission of this instrument to Tenant for examination or signature by Tenant does not constitute a reservation of or an option to lease and is not effective as a lease or otherwise until Landlord and Tenant both execute and physically deliver this Lease.

17.24 Counterparts. This Lease may be executed in counterparts, each of which, when taken together, shall constitute a fully executed original.

17.25 Center. Tenant acknowledges and agrees that at any time during the Lease Term, and from time to time, the existing Center may be expanded or the remaining phases of the Center may be redesigned. Such expansion may include the addition of shops and/or the addition of new buildings to the Center (collectively, the "**Expanded Center**"). If Landlord deems it necessary for construction personnel to enter the Premises in order to construct the Expanded Center, Landlord shall give Tenant no less than fifteen (15) days prior notice, and Tenant

shall allow such entry. Landlord shall use reasonable efforts to complete the work affecting the Premises in an efficient manner so as not to interfere unreasonably with Tenants' business. Tenant shall not be entitled to any damages or to reduction of Basic Rent or Additional Rent for any interference or interruption of Tenant's business upon the Premises or for any inconvenience caused by such construction work. During the course of construction, Tenant shall continue to pay Basic Rent and Additional Rent.

17.26 **Nondiscrimination.** There shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, religion, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use or enjoyment of the land herein leased nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessee, subtenants, or vendees in the land herein leased.

Landlord and Tenant each caused this Lease to be executed and delivered by their duly authorized representatives to be effective as of the Effective Date.

Date executed by Landlord:

March 18, 2015

LANDLORD:

MARKET CREEK PARTNERS, LLC,
a California limited liability company

By: Diamond Management, Inc., its Manager

By: _____
Name: Stefan Mittel-Weiss
Title: Chief operating officer

TENANT:

O'FARRELL CHARTER SCHOOLS,
a California corporation

By: _____
Name: Adrienne A. Dorn, Ed.D.
Title: President | Superintendent

EXHIBIT "A"
DEFINITIONS

"Additional Rent" means any charge, fee or expense (other than Basic Rent payable by Tenant under this Lease, however denoted.

"Alteration" means any change, alteration, addition or improvement to the Premises, including the store front.

"Basic Rent" means the basic rent payable by Tenant under this Lease, initially in the amounts specified in the Basic Terms.

"Basic Terms" means the terms of this Lease identified as the "Basic Terms" before Article 1 of the Lease.

"Building(s)" shall mean those improvements that presently exist, or exist in the future, upon the Land.

"Business Days" means any day other than a legal holiday in the State.

"Center" means the shopping center, buildings and improvements located on the Land.

"Center Rules" means those certain rules attached to this Lease as EXHIBIT "E," as Landlord may amend the same from time to time and any rules promulgated under the Permitted Encumbrances.

"City" means the City of San Diego, California.

"Claims" means all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the costs and expenses of enforcing any indemnification, defense or hold harmless obligation under the Lease.

"Commencement Date" means the earlier of (a) ninety (90) days after the Delivery Date or (b) the date operates the Premises and opens for business.

"Common Area" means the entire area designated from time to time by Landlord for the common use or benefit of the occupants of the Center and/or the Center and other persons entitled to use the same, including, without limitation, parking areas (permanent and temporary), tables and seating, landscaped and vacant areas, entry-ways, walks, roof, curbs, corridors, courts and arcades, together with facilities such as washrooms, comfort rooms, lounges, drinking fountains, toilets, stairs, ramps, and shelters, with facilities appurtenant to each, and common utility facilities, whether located within or outside of the Center.

"Condemning Authority" means any person or entity with a statutory or other power of eminent domain.

"County" means the County of San Diego, California.

"Delivery Date" is defined in the Basic Terms.

"Effective Date" means the date Landlord executes this Lease, as indicated on the signature page.

"Event of Default" means the occurrence of any of the events specified in Section 13.1 of the Lease, or the occurrence of any other event which this Lease expressly labels as an "Event of Default."

"Expenses" means the total amount of Property Taxes and Operating Expenses due and payable with respect to the Center or the Land during any calendar year of the Term.

"Force Majeure" means acts of God; strikes; lockouts; labor troubles; inability to procure materials; inclement weather; governmental laws or regulations; casualty; orders or directives of any legislative, administrative, or judicial body or any governmental department; inability to obtain any licenses, permissions or authorities (despite commercially reasonable pursuit of such licenses, permissions or authorities); and other similar or dissimilar causes beyond Landlord's reasonable control.

"Improvements" means, collectively, any improvements made the Premises by Tenant.

"**Indemnify**" means that the party providing the indemnity (the "Indemnitor") will indemnify, protect, defend and hold harmless the party(ies) receiving the indemnity (the "Indemnitee"), with the defense to be provided by counsel reasonably acceptable to the Indemnitee. Landlord and Tenant intend that all obligations to indemnify hereunder are (to the maximum extent allowable under California law) to be construed broadly to, upon assertion of a Claim, shift the burden of both defense and indemnity from the Indemnitee to the Indemnitor. The Indemnitor's obligations to indemnify shall be triggered by the mere assertion of a Claim which is, either on its face or by reasonable inference from the allegations, within the scope of any of the Indemnitor's obligations to indemnify set forth in this Lease. It is not a condition to the Indemnitor's obligation to indemnify that it first be determined (judicially or otherwise) that (i) the Claim is in fact within the scope of the obligation to indemnify, (ii) the Claim has merit, or (iii) the Indemnitor was negligent or otherwise at fault in any respect. The obligations to defend and otherwise indemnify are intended to arise upon the mere assertion of the Claim and to continue through final adjudication, settlement or other resolution of the Claim.

"**Land**" means that certain real property legally described on the attached EXHIBIT "B".

"**Landlord**" means only the owner or owners of the Premises at the time in question.

"**Landlord Parties**" means Landlord and Property Manager and their respective officers, directors, partners, shareholders, members, managers and employees and their successors and assigns.

"**Laws**" means any law, regulation, rule, order, statute or ordinance of any governmental or private entity in effect on or after the Effective Date and applicable to the Land or the use or occupancy of the Land, including, without limitation, Hazardous Materials Laws, Center Rules and Permitted Encumbrances.

"**Lease**" means this Retail Lease Agreement, as the same may be amended or modified after the Effective Date.

"**Maximum Rate**" means interest at a rate equal to the lesser of (a) 18% per annum or (b) the maximum interest rate permitted by law.

"**Mortgage**" means any mortgage, deed of trust, security interest or other security document of like nature that at any time may encumber all or any part of the Property and any replacements, renewals, amendments, modifications, extensions or refinancings thereof, and each advance (including future advances) made under any such instrument.

"**Net Rent**" means all rental Landlord actually receives from any reletting of all or any part of the Premises, less any indebtedness from Tenant to Landlord other than Rent (which indebtedness is paid first to Landlord) and less the Re-entry Costs (which costs are paid second to Landlord).

"**Notices**" means all notices, demands or requests that may be or are required to be given, demanded or requested by either party to the other as provided in the Lease.

"**Operating Expenses**" means all expenses Landlord incurs in connection with maintaining, repairing and operating the Property, as determined by Landlord, including, but not limited to, the following: insurance premiums and deductible amounts under any insurance policy; maintenance and repair costs; steam, electricity, water, sewer, gas and other utility charges; fuel; lighting; window washing; janitorial services; trash and rubbish removal; association fees, dues and assessments and all other charges, fees, assessments and payments under any Permitted Encumbrance (except Mortgages); wages payable to persons at the level of manager and below whose duties are connected with maintaining and operating the Premises (but only for the portion of such persons' time allocable to the Premises), together with all payroll taxes, unemployment insurance, vacation allowances and disability, pension, profit sharing, hospitalization, retirement and other so-called "fringe benefits" paid in connection with such persons (allocated in a manner consistent with such persons' wages); amounts paid to contractors or subcontractors for work or services performed in connection with maintaining and operating the Premises; all costs of supplies and materials used in connection with maintaining, repairing and operating the Premises; any expense imposed upon Landlord, its contractors or subcontractors pursuant to law or pursuant to any collective bargaining agreement covering such employees; all services, supplies, repairs, replacements or other expenses for maintaining and operating the Premises; costs of complying with Laws; reasonable management fees and the costs (including rental) of maintaining a building or management office in the Center; and such other expenses as may ordinarily be incurred in connection with maintaining and operating the Property. The term "Operating Expenses" also includes expenses Landlord incurs in connection with public sidewalks adjacent to the Premises, any pedestrian walkway system (either above or below ground) and any other public facility to which Landlord or the Premises is from time to time subject in connection with operating the Premises. The term "Operating Expenses" does not include the cost of any capital improvement to the

Premises other than replacements required for normal maintenance and repair; the cost of repairs, restoration or other work occasioned by fire, windstorm or other insured casualty other than the amount of any deductible under any insurance policy (regardless whether the deductible is payable by Landlord in connection with a capital expenditure); expenses Landlord incurs in connection with leasing or procuring tenants or renovating space for new or existing tenants; legal expenses incident to Landlord's enforcement of any lease; interest or principal payments on any mortgage or other indebtedness of Landlord; or allowance or expense for depreciation or amortization. Notwithstanding the foregoing, if Landlord installs equipment in, or makes improvements or alterations to the Premises to reduce energy, maintenance or other costs, or to comply with any Laws, Landlord may include in Operating Expenses reasonable charges for interest paid on the investment and reasonable charges for depreciation of the investment so as to amortize the investment over the reasonable life of the equipment, improvement or alteration on a straight line basis.

"Permitted Encumbrances" means all Mortgages, liens, easements, encumbrances, covenants, conditions, reservations, restrictions and other matters now or after the Effective Date affecting title to the Land.

"Permitted Use" means the permitted use specified in the Basic Terms of this Lease.

"Premises" means that certain space situated in the Center shown and designated on the Site Plan and described in the Basic Terms. The Premises does not include the exterior walls, floor, roof and plenum in, above and below the Premises, which Landlord may use for the installation, maintenance, use and replacement of pipes, ducts, conduits, wires, alarm lines, heating, ventilating and air conditioning lines, fire protection lines and systems, electric power, telephone and communication lines and systems, sanitary sewer lines and systems, gas lines and systems, water lines and systems, and structural elements serving the Center and for such other purposes as Landlord deems necessary.

"Property" means, collectively, the Land, Center, the Premises and all other improvements on the Land.

"Property Manager" means any property manager Landlord may appoint from time to time to manage the Property or any portion thereof.

"Property Taxes" means any general real property tax, improvement tax, assessment, special assessment, reassessment, commercial rental tax, in lieu tax, levy, charge, penalty or similar imposition imposed by any authority having the direct or indirect power to tax, including but not limited to, (a) any city, county, state or federal entity, (b) any school, agricultural, lighting, drainage or other improvement or special assessment district, (c) any governmental agency, or (d) any private entity having the authority to assess the Premises under any of the Permitted Encumbrances. The term "Property Taxes" includes all charges or burdens of every kind and nature Landlord incurs in connection with using, occupying, owning, operating, leasing or possessing the Premises, without particularizing by any known name and whether any of the foregoing are general, special, ordinary, extraordinary, foreseen or unforeseen; any tax or charge for fire protection, street lighting, streets, sidewalks, road maintenance, refuse, sewer, water or other services provided to the Premises; and any excise, sales, transaction, privilege, or other tax or levy imposed upon or measured by the Basic Rent reserved under this Lease. The term "Property Taxes" does not include Landlord's state or federal income, franchise, estate or inheritance taxes. If Landlord is entitled to pay, and elects to pay, any of the above listed assessments or charges in installments over a period of two or more calendar years, then only such installments of the assessments or charges (including interest thereon) as are actually paid in a calendar year will be included within the term "Property Taxes" for such calendar year. Tenant and Landlord acknowledge that Proposition 13 was adopted by the voters of the State of California in June 1978 and that assessments, taxes, fees, levies, and charges may be imposed by government agencies for services such as fire protection; street, sidewalk, and road maintenance; conservation; refuse removal; and other government services formerly provided without charge to property owners or occupants. In further recognition of the decrease in the level and quality of government services and amenities as a result of Proposition 13 (or as a result of any other restriction on real property taxes whether by law or by choice of the applicable legislative or assessing body), Property Taxes also include any government or private assessments (or the Center's contribution toward a government or private cost-sharing agreement) for the purpose of augmenting or improving the quality of services and amenities normally provided by government agencies. Tenant and Landlord intend that all new and increased assessments, taxes, fees, levies, and charges and all similar assessments, taxes, fees, levies, and charges be included within the definition of "Property Taxes" for purposes of this Lease.

"Re-entry Costs" means all costs and expenses Landlord incurs re-entering or reletting all or any part of the Premises, including, without limitation, all costs and expenses Landlord incurs (a) maintaining or preserving the Premises after an Event of Default; (b) recovering possession of the Premises, recovering persons and property from the Premises and storing such property (including court costs and reasonable attorneys' fees); (c) reletting,

renovating or altering the Premises; and (d) real estate commissions, advertising expenses and similar expenses paid or payable in connection with reletting all or any part of the Premises. "Re-entry Costs" also includes the value of free rent and other concessions Landlord gives in connection with re-entering or reletting all or any part of the Premises.

"Rent" means, collectively, Basic Rent and Additional Rent.

"Security Deposit" means the security deposit to be provided to Landlord in the amount set forth in the Basic Terms.

"Signage Guidelines" means the signage guidelines attached hereto as **Exhibit "F"**.

"Site Plan" means the Suite Plan attached hereto as **EXHIBIT "C"**.

"State" means the State of California.

"Taking" means the exercise by a Condemning Authority of its power of eminent domain on all or any part of the Property, either by accepting a deed in lieu of condemnation or by any other manner.

"Tenant" means the tenant identified in the Lease and such tenant's permitted successors and assigns. In any provision relating to the conduct, acts or omissions of "Tenant," the term "Tenant" includes the tenant identified in the Lease and such tenant's agents, employees, contractors, invitees, successors, assigns and others using the Premises or the Center with Tenant's expressed or implied permission.

"Tenant's Share of Expenses" means the percentage computed by (a) dividing the rentable square feet of the Premises by the total rentable square feet of the commercial/retail portion of the Center and (b) multiplying the quotient by 100. Tenant's Share of Expenses may be adjusted as provided in **Section 3.5**.

"Term" or **"Lease Term"** means the initial term of this Lease specified in the Basic Terms and, if applicable, any renewal term then in effect.

"Transfer" means an assignment, mortgage, pledge, transfer, sublease, license or other encumbrance or conveyance (voluntarily, by operation of law or otherwise) of this Lease or the Premises or any right, title or interest in or created by this Lease or the Premises. The term "Transfer" also includes any assignment, mortgage, pledge, transfer or other encumbering or disposal (voluntarily, by operation of law or otherwise) of any ownership interest in Tenant that results or could result in a change of control of Tenant.

"Work Letter" means the Work Letter attached as **EXHIBIT "I"**.

EXHIBIT "B"
LEGAL DESCRIPTION OF LAND

Real Property in the City of San Diego, County of San Diego, State of California, described as follows:

LOTS 1-7 AS SHOWN ON THAT CERTAIN MAP ENTITLED MARKET CREEK PLAZA, ACCORDING TO MAP NO. 15782, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 11, 2010, AS FILE NO. 2010-0236022 OF OFFICIAL RECORDS.

EXHIBIT "C"
SITE PLAN

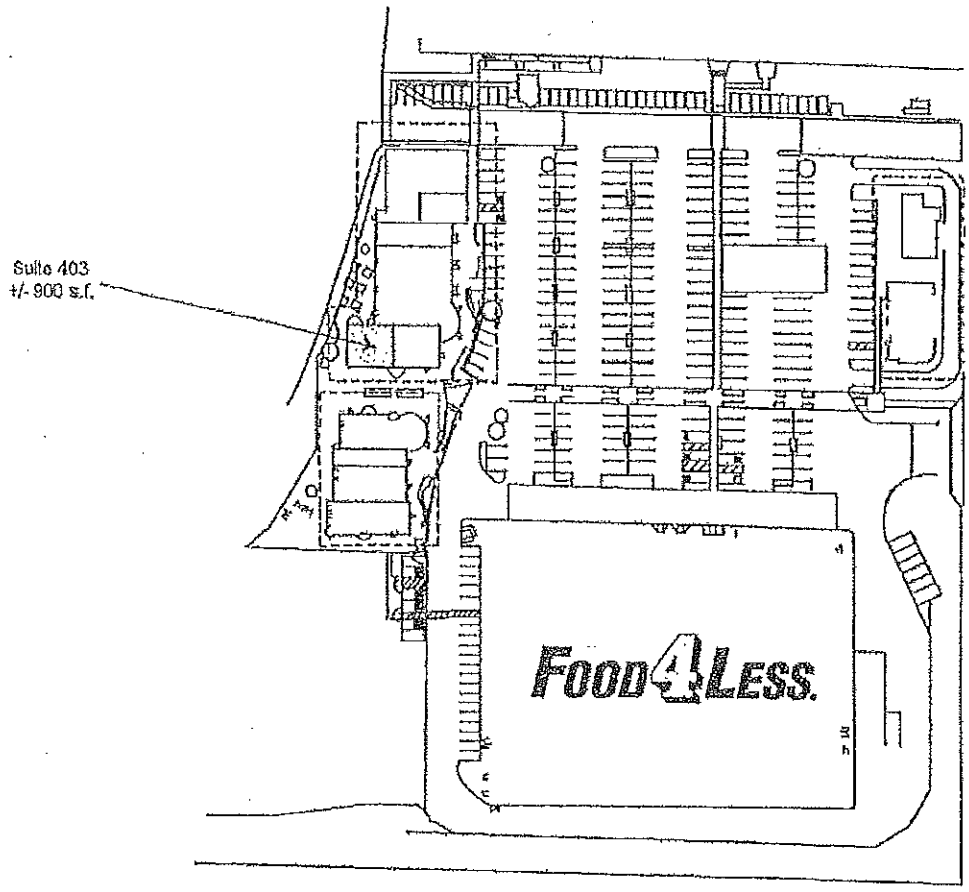


EXHIBIT "D"
CENTER USE RESTRICTIONS

Food 4 Less. No portion of the Center shall be used (i) for industrial use; (ii) governmental use or office use, except as expressly permitted herein and except for incidental office use in retail stores, (iii) for the operation of a massage parlor, adult book or video store, or for the sale, rental or exhibition of pornographic material (provided that the sale or rental of "adult" materials by a book or video store shall not violate this restriction if the sale or rental is in compliance with applicable laws and requirements of governmental authorities and is an incidental use with no sign, advertisement or display in the storefront window or in locations visible from the outside, (iv) by tenants that create undue noise, litter or odor, (v) for a Food Use, beer tavern, bar or cocktail lounge; (vi) for a skating rink, billiard parlor, amusement center, bowling alley, health spa, exercise club, or other similar operations; or (vii) for a hotel, motor inn, school, vehicle or boat dealer (or similar enterprise), theater, or funeral parlor. "Food Use" refers to any establishment serving prepared food for on or off premises consumption, including, but not limited to a sit down, fast food or take-out type restaurant, bagel shop, sandwich shop, cookie shop, donut shop, ice cream shop or frozen yogurt shop, pizza parlor, Chinese restaurant or sushi bar, dinner house, cafeteria or coffee shop. The buildings known as Shop Building 4 and Building Area 3 may be used for a Food Use.

No portion of the Center shall be used for the sale, service or handling of the following items (whether canned, fresh, frozen or smoked): groceries, meats, meat products, fish, poultry, fruits, vegetables, delicatessen products, alcoholic beverages for off-premises consumption and commercial bakery products. Additionally, no portion of the Center shall be used as a supermarket, mini-mart or mini-market, general food market or grocery store, or any store selling groceries, meats, meat products, fish, poultry, fruits, vegetables, delicatessen products, alcoholic beverages for off-premises consumption or commercial bakery products. Additionally, no portion of the Center will be use for the sale of pharmaceutical products which must be sold in a licensed pharmacy or in the presence of a licensed pharmacist.

Starbucks. Except for the space occupied by Food 4 Less, no portion of the Center shall be used for the sale of (a) freshly ground or whole coffee beans, (b) espresso, espresso-based coffee drinks or coffee-based drinks, or (c) gourmet, brand-identified brewed coffee.

Papa Johns. No portion of the Center shall be used for the sale of pizza.

Subway. No portion of the Center shall sell or serve submarine sandwiches as its primary business (e.g., Togo's, Blimpies and Quizno's). "Primary business" means that a tenant's sales derived from submarine sandwiches exceed twenty percent (20%) of the gross sales from such premises in any twelve (12) month period. Such restriction shall not apply to (i) a restaurant tenant whose primary business is a pizza restaurant, (ii) any sit-down restaurant with waiter/waitress service, (iii) any occupant that occupies the building currently used as a grocery store.

Rita's Ice. No portion of the Center shall sell or serve frozen desserts, ice cream or Italian ice products as its primary business. "Primary business" means that a tenant's sales derived from ice cream or Italian ice products exceed twenty percent (20%) of the gross sales from such premises in any twelve (12) month period. Such restriction shall not apply to (i) a sit down restaurant with waiter/waitress service in excess of 4,000 square feet and (ii) any occupant that occupies the building in the Center currently used as a grocery store (occupied by Food 4 Less).

EXHIBIT "E"

RULES AND REGULATIONS

A. The plumbing facilities shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind (other than typical sewage discharge) shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by the tenant who shall, or whose employees, agents and invitees shall, have caused it.

B. Except as to Tenant's customary improvements, Tenant shall not deface walls, ceilings, partitions, floors, doors, wood, paint, stone or metal work of the Premises or the Property by marking, nailing, drilling or otherwise defacing.

C. Tenant shall not use, keep or permit to be used or kept, any foul or obnoxious gas or substance in the Premises or permit or suffer the Premises to be used or occupied in any manner offensive or objectionable to Landlord or other occupants of the Property by reason of any noise, odors and/or vibrations.

D. Tenant shall not use the Premises for lodging or sleeping or for any illegal or immoral purpose.

E. Tenant, or its employees, shall not loiter in the entrances of the Premises or of the Property, or in any way obstruct the pedestrian walkways, pedestrian access areas, sidewalks, parking lot or other parts of the Common Area, and shall use the Common Area only as a means of access to and from the Property and the Premises. Temporary outdoor displays shall be subject to specific written permission by Landlord in advance.

F. Landlord may limit weight, size and position of all safes, fixtures and other equipment used in the Premises. In the event Tenant requires extra heavy equipment, Tenant shall notify Landlord of such fact and shall pay the cost of structural bracing to accommodate same. All damage done to the Premises or the Property by installing, removing or maintaining extra heavy equipment shall be repaired by Landlord at the expense of Tenant.

G. Tenant shall not do anything in the Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the Fire Department or the law or with any insurance policy for the building in which the Premises are located or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction, and it shall not use any machinery therein, even though its installation may have been permitted, which may cause any unreasonable noise or impact, or tremor to the floors or walls, or which by its weight might injure the floors of the Premises.

H. Two (2) keys for the Premises shall be provided to Tenant by Landlord, and no keys for the Premises shall be retained by Landlord. Tenant may change locks or install other locks on doors of the Premises.

I. No person shall enter or remain in the Property while intoxicated or under the influence of liquor or drugs. Landlord shall have the right to exclude or expel from the Property any person whom Landlord determines, in its absolute discretion, is under the influence of liquor or drugs.

J. Tenant and its agents and employees shall not bring into nor keep within the Premises any animal or bird, or any bicycle, automobile or other vehicle, except such vehicle as Landlord may from time to time permit in writing. Tenant and its agents and employees shall not throw refuse or other substances or litter of any kind in or about the Property, except in receptacles placed therein for such purposes by Landlord or government authorities.

K. Tenant shall not install any form of window covering or ventilators or similar devices visible from the outside of the Premises without the prior written consent of Landlord.

L. All freight must be moved into, within and out of the Premises only during such hours and according to such regulations as may be established from time to time by Landlord.

M. Nothing shall be placed or erected on the roof or exterior walls of the Premises, or on the grounds, without in each instance obtaining the prior written consent of Landlord. Anything so installed without such written consent shall be subject to removal without notice at any time.

N. Neither Tenant nor any of Tenant's agents, employees or contractors shall go upon the roof of any building in the Property (including the building in which the Premises are located) without the prior written consent of Landlord, which may be withheld in Landlord's sole, absolute and unfettered discretion. Restaurant tenants in Buildings A, B and G may enter mechanical chase rooms as necessary for repair, installation, and maintenance during normal business hours and at Tenant's expense.

O. Tenant shall not burn any trash or garbage at any time in or about the Property.

P. Tenant shall use, at its cost, such pest control contractor as Landlord may direct and at such intervals as Landlord may require for the Premises.

Q. No waiver of any rule or regulation by Landlord shall be effective unless expressed in writing and signed by Landlord or its authorized agent.

R. Tenant shall abide by any additional rules or regulations which are ordered or requested by any governmental or military authority.

S. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Landlord and the Lease, the Lease shall govern and control.

T. Landlord specifically reserves to itself or to any person or firm it selects, the right to place in and upon the Property coin-operated machines for the sale of cigarettes, candy and other merchandise or service and retain the revenue resulting therefrom. Tenant shall neither place nor permit vending machines in the Premises without Landlord's prior written consent, which may be withheld in Landlord's sole, absolute and unfettered discretion. Any consent hereunder shall not be deemed consent for, or a waiver of Landlord's written approval of, subsequent vending machines.

EXHIBIT "F"

SIGN CRITERIA

GENERAL SIGNAGE PROVISIONS:

1. Signage is encouraged to be designed as a creative element to provide interest, variety and excitement to the project. Signage is encouraged to contribute to the architectural and multi-cultural design of the project.

2. All signs shall be designed in a manner that is not only imaginative and unique but also of high graphic quality.

3. Attention and emphasis should be given to the following architectural elements: scale and proportion, materials, color, texture, detail and decorative features.

4. Signage integrated into the building materials in encouraged.

5. A variety of colors, materials, shapes, and lighting techniques may be combined.

6. All signs shall be designed to be readable both during the day and at night; different daytime and nighttime appearances are encouraged. A variety of lighting may be used, such as: fiber optics, rope lighting and neon.

7. Signs and typography, in all cases, are encouraged to fit comfortably into designated architectural spaces, leaving sufficient margins and negative spaces on all sides; they shall appear balanced and in scale within the context of the sign space, in proportion to other signs on the building, and the project as a whole.

8. Signage that incorporates logos, business identify, and/or images denoting the type of business are allowed. Logos may be modified to support and enhance the texture and multi-cultural character of Market Creek Plaza.

9. All sign fabrication work shall be of excellent quality. All logo images and typestyles shall be accurately reproduced. Lettering that approximates typestyles shall not be acceptable. The Owner reserves the right to reject any fabrication work deemed to be below standard.

10. All signs shall be fabricated and installed within all local building and electrical codes and based on the latest UL guide and UL label listed.

11. Signage elements should be affixed without visible means of attachment, unless attachments make an intentional design statement.

12. These guidelines govern all visible signs.

13. Any sign that projects perpendicular from the building must be double faces.

14. In no case shall any manufacturer's label be visible from the street from normal viewing angles.

OPTIONAL SIGNAGE TYPES:

A dimensional element that identifies the tenant's product or service is encouraged and is not included in the primary, secondary or required square footage allowances. Optional signage is in addition to any square footage allowances for primary, secondary or required signage.

Dimensional Element:

a) Identify tenant product or service.
b) May utilize generic symbol to represent tenant product or service.
c) Varied lighting solutions such as fiber optics, rope lighting, and neon are encourage.

d) Maximum size of element is 20 square feet.

SPECIFIC SIGNAGE PROVISIONS:

Tenant may use two primary types of signage, one secondary type of signage, and required and optional signage as desired. Primary and optional signage may be located on elevations visible from the public right of way. Secondary and required signage may be located at the storefront entrance.

REQUIRED SIGNAGE TYPES:

Address Numbers:

Numbers should be located in the transom window above door of tenant space.
Numbers may be 3" white.

PRIMARY SIGNAGE TYPES:

Total square footage allowance for primary signage is 1.5 x lineal feet of each frontage.

Individual Letters:

(a) Identify tenant's trade name or type of business.
(b) May utilize logotype with a minimum depth of 1".
(c) Where applied to a storefront surface, metal awning, panel or grille, letters shall be dimensional and pinned out from the surface for water run off.
(a) Illuminated letters are to be constructed of reverse channel letters or open channel letters method; neon illumination is encouraged.
(b) Exposed neon used as decorative elements that accent the logo or logotype are encouraged. Examples could include: swashes, waves, rule lines, etc. These elements should reflect the multi-cultural feel of the project.

SECONDARY SIGNAGE TYPES:

Storefront Glazing Signs:

(a) Identify tenant's store hours or other secondary information.
(b) Logos and logotypes, store hours or secondary information may be applied directly onto the glazed areas of the storefront.
(c) Secondary information may use maximum 30% of the storefront glazing.

Blade Signs:

(a) Identify tenant's trade name, logo or symbol of business of product sold.
(b) Hanger design to be building standard as supplied by Owner. Each tenant to be responsible for fabrication of hanger.
(c) Signs are encourages to be customized in nature, utilizing three-dimensional objects or shapes.
(d) Signs must be perpendicular to building and double-faced.
(e) Minimum clearance to be 8' above sidewalk.
(f) Signs may be a maximum of five square feet.

MONUMENT SIGNS:

Landlord shall have constructed and installed all monument signs for the center.
Landlord will provide the Plexiglas background for Tenant to place its approved copy on.
Landlord will maintain the monument sign at Tenant's expense.

CONSTRUCTION REQUIREMENTS:

1. Tenant shall be responsible for the installation and maintenance of all signs and maintenance of sign illumination except for the monument sign as provided above.

2. All signs to be installed under the direction of the project contractor's superintendent or representative.

3. Tenant shall be fully responsible for the operations of Tenant's sign contractors.

4. Tenant's sign contractor shall repair any damage that is caused by his work.

5. All penetrations of the building structure required by sign installation shall be sealed in a watertight condition and shall be patched to match adjacent finish.

6. Electrical conduit, junction boxes, etc. are to be concealed.

7. Letter fastening and clips are to be concealed and be of galvanized, stainless or aluminum metals.

8. No labels will be permitted on the exposed surface of signs, except those required by local ordinance which shall be placed in an inconspicuous location.

9. Tenant must provide City of San Diego Sign Permit prior to install.

10. Tenant's contractor must provide valid Certificate of Insurance prior to install

EXHIBIT "G"

LOCAL HIRING

In an effort to generate local gainful employment and career pathways, Tenant shall promote employment hiring and recruitment practices that give preference to residents that reside in the Diamond Neighborhood (as defined below). The "Diamond Neighborhood" is the area located south of Chollas Parkway, west of 69th Street, north of Division Street, and east of Interstate 15, including, without limitation, zip codes: 92102, 92105, 92115, 92114, 92113. Individuals that are able to provide reasonable evidence that they reside in the Diamond Neighborhood are herein defined as "Diamond Neighborhood Residents". Tenant is not required to hire any employee it does not consider qualified; provided, however, Tenant shall use commercially reasonable efforts to have at least 50% of Tenant's employees that work at the Premises to be Diamond Neighborhood Residents.

(a) Upon Landlord's request, Tenant shall utilize local community based organizations and neighborhood resources in connection with Tenant's hiring practices related to the Premises. Additionally, Tenant shall accept any assistance Landlord provides from local job training agencies or community based organizations to Tenant, related to the Premises that may assist Tenant to screen, train and support prospective Diamond Neighborhood Residents through the hiring process. Furthermore, Tenant shall share this provision with the management staff for the Premises.

(b) Tenant shall use commercially reasonable efforts to provide at least (15) days advance written notice to Landlord of any job opening at the Premises, including, without limitation a description of the position and hiring requirements. Landlord may distribute position openings with the network of organizations working with active job seekers and prospective candidates in the Diamond Neighborhoods. In the event Tenant seeks to advertise any position openings related to the Premises, Tenant shall include posting advertisements in one or more local media outlets such as: the Voice and Viewpoint, La Voz, El Latino, or other community based publications distributed to the Diamond Neighborhoods. Additionally, and when feasible, Tenant shall host hiring fairs at a location in the Diamond Neighborhood such as Landlord's offices, the South Metro Career Center, or another accessible community location, in connection with the hiring of employees for the Premises.

(c) Within twenty (20) days after each June 30 and December 31 that occurs during the Term or within twenty (20) days after Landlord's request, Tenant shall provide a report to Landlord, which report includes a narrative that details the series of steps taken that Tenant has taken to hire Diamond Neighborhood Residents as employees for the Premise as set forth herein, and details on community outreach efforts; including coordination efforts with local community employment agencies, advertisements, hiring events, community partnerships developed to support employment efforts, and any other methods of recruitment used by Tenant. Additionally in its report, Tenant shall provide the following statistics of its workforce at the Premises effective as of the date of such report: (i) number of total employees; (ii) number of part-time , number of full-time, and number of seasonal or temporary employees; (iii) average hourly wage for employees; (iv) number of employees receiving medical or dental benefits; (v) age breakout of all employees; (vi) ethnicity breakout of all employees; (vii) number of total employees considered Diamond Neighborhood Residents by zip code or street address; (viii) number of new positions, with titles, opened during the time period; (ix) number of new hires, with titles, employed during the time period; (x) number of candidates that applied during the time period; (xi) number of employees terminated during time period from last report; (xii) number of employees promoted during time period; (xiii) total dollar payroll for all employees based on payroll taxes for time period and (xiv) total gross sales for the time period.

EXHIBIT "H"

COMMENCEMENT DATE MEMORANDUM

THIS MEMORANDUM is made and entered into as of [_____, ____] by and between MARKET STREET PARTNERS, LLC, a California limited liability company ("Landlord") and O'FARRELL CHARTER SCHOOLS, a California corporation ("Tenant").

RECITALS:

1. Landlord and Tenant are party to a certain Retail Lease Agreement dated as of _____, 2015 ("Lease"), relating to certain premises ("Premises") located at 342 Euclid Avenue, Suite 403, San Diego, CA. This Commencement Date Memorandum is intended to modify the terms of the Lease.

2. Landlord and Tenant desire to confirm the Commencement Date (as such term is defined in the Lease) and the date the Initial Term of the Lease expires and the notice date(s) and expiration date(s) of any renewal Term(s) provided to Tenant under the Lease.

ACKNOWLEDGMENTS:

Pursuant to Section 1.2.3 of the Lease and in consideration of the facts set forth in the Recitals, Landlord and Tenant acknowledge and agree as follows:

1. All capitalized terms not otherwise defined in this Memorandum have the meanings ascribed to them in the Lease.

2. The Commencement Date under the Lease is _____, 2015.

3. The Initial Term of the Lease expires on _____, unless the Lease is sooner terminated in accordance with the terms and conditions of the Lease.

4. Monthly Basic Rent is:

__/__/__ - __/__/__	$1,215.00
__/__/__ - __/__/__	$1,251.45
__/__/__ - __/__/__	$1,288.99
__/__/__ - __/__/__	$1,327.67
__/__/__ – July 30, 2019	$1,367.49

5. The Lease has not been modified, altered or amended in any respect, except for (indicate "None" if none)_____.

6. The cap on Expenses is as follows:

Months	Cap on Expenses for Applicable Period
__/__/__ - __/__/__	To be calculated in Commencement Date Memorandum based on $675 per month
__/__/__ - __/__/__	$8,343.00 for the applicable year
__/__/__ - __/__/__	$8,593.29 for the applicable year
__/__/__ - __/__/__	$8,851.08 for the applicable year
__/__/__ – July 30, 2019	To be calculated in Commencement Date Memorandum based on $759.72 per month

For the Extension Term (if applicable):

Months:	Annual Cap on Expenses
August 1, 2019 - July 31, 2020	$9,390.12 for the applicable year
August 1, 2020 - July 31, 2021	$9,671.82 for the applicable year
August 1, 2021 - July 31, 2022	$9,961.97 for the applicable year

August 1, 2022 - July 31, 2023	$10,260.83 for the applicable year
August 1, 2023 - July 31, 2024	$10,568.66 for the applicable year

Landlord and Tenant caused this Memorandum to be executed by their duly authorized representatives as of the day and date first written above. This Memorandum may be executed in counterparts, each of which is an original and all of which constitute one instrument.

LANDLORD:

MARKET CREEK PARTNERS, LLC,
a California limited liability company

By: Diamond Management, Inc., its Manager

By: _____
Name: _____
Title: _____

TENANT:

O'FARRELL CHARTER SCHOOLS,
a California corporation

By: _____
Name: _____
Its: _____

EXHIBIT "I"

WORK LETTER

This Work Letter describes Tenant's obligations regarding improvements that may be constructed by Tenant in the Premises. This Work Letter is a part of the Lease and all actions and obligations hereunder are subject to all terms and conditions of the Lease unless expressly provided otherwise herein. Capitalized terms which are not otherwise defined in this Work Letter have the meanings set forth in the Lease. Any breach or default by Tenant hereunder also constitutes a default under the Lease.

ARTICLE 1
PLAN AND CONSTRUCTION DRAWINGS AND SPECIFICATIONS

1.1 **Space Plan.** Tenant will engage a licensed architect reasonably acceptable to Landlord ("Architect") to develop and design a space plan ("Space Plan") for the Improvements. Tenant will provide Landlord with the Space Plan for Landlord's reasonable approval. The Space Plan must (a) be compatible with the Building and the mechanical components of the Building (as reasonably determined by Landlord); (b) show, in reasonable detail, the design and appearance of the finishing material Tenant will use in connection with installing Tenant's Improvements; and (c) conform to all applicable governing codes, ordinances and other Laws. All Space Plan drawings must be not less than 1/8" scale. Without limiting those general requirements, the Space Plan must expressly specify and include (without limitation) all of the following: (1) wall types and heights and insulation, if needed; (2) door types and hardware groups; (3) door frames types; (4) ceiling heights; (5) ceiling materials; (6) floor finishes and locations; (7) wall finishes and locations; (8) any appliances, special systems or equipment to be furnished as a part of the construction; (9) any mechanical requirements beyond that provided in the base building; (10) any fire protection requirements beyond that provided in the base building; (11) any plumbing requirements; (12) all power and data locations; (13) any power required other than building standard power distribution; (14) any power requirements for modular furniture; (15) any emergency power requirement; (16) any lighting requirements beyond that provided in the base building; and (17) millwork elevations and details. The Space Plan must also include enlarged sketch layouts for any non-standard rooms, including reflected ceiling plans.

1.2 **Construction Drawings and Specifications.** After Landlord receives and has approved Tenant's Space Plan, Tenant will cause the Architect to prepare the Construction Drawings and Specifications. Tenant will provide Landlord with the Construction Drawings and Specifications for Landlord's reasonable approval. If Landlord disapproves the Construction Drawings and Specifications, Tenant will provide appropriately revised Construction Drawings and Specifications to Landlord for approval (or disapproval) until Landlord has approved the Construction Drawings and Specifications. All revisions to the Construction Drawings and Specifications will be clouded, blacklined, or otherwise clearly marked to highlight such revisions for easy identification as a revised item.

1.3 **Changes to Construction Drawings and Specifications.** After Landlord's approval, no significant changes, modifications or alterations may be made to the Construction Drawings and Specifications without Landlord's prior written consent.

1.4 **Landlord's Approval Rights.** Landlord may withhold its approval of the Space Plan, Construction Drawings and Specifications, or any Change Orders requested by Tenant if they require work which: (a) exceeds or adversely affects the structural integrity of the Building; (b) adversely affects, or exceeds Tenant's pro rata capacity of, any part of the heating, ventilating, air conditioning, plumbing, mechanical, electrical, communication or other systems of the Building; (c) is not approved by the holder of any mortgage or deed of trust encumbering the Building at the time the work is proposed; (d) would not be approved by a prudent owner of property similar to the Building; (e) violates any agreement which affects the Building or binds Landlord; (f) Landlord reasonably believes will increase the cost of operation or maintenance of any of the systems of the Building; (g) Landlord reasonably believes will reduce the market value of the Premises or Building; (h) does not conform to applicable codes, ordinances and other Laws or is not approved by any governmental authority with jurisdiction over the Building; (i) in Landlord's determination detrimentally affects the uniform exterior appearance of the Project; or (j) is reasonably disapproved by Landlord for any other reason not set forth herein.

ARTICLE 2
COSTS OF THE TENANT'S IMPROVEMENTS

2.1 **Improvement Allowance.** The Improvements shall be made at Tenant's sole cost and expense. Landlord has no obligation to pay any improvement allowance to Tenant in connection with the Improvements.

ARTICLE 3
CONSTRUCTION OF IMPROVEMENTS AND TENANT WORK

3.1 **Construction of Improvements.** Tenant will hire a general contractor with demonstrated expertise and experience in the construction of tenant improvement projects similar to the Improvements and otherwise reasonably acceptable to Landlord in all respects ("**Tenant's General Contractor**"). Tenant will cause Tenant's General Contractor to construct the Improvements in accordance with the approved Construction Drawings and Specifications. All of the Improvements and Tenant Work (defined below) must be undertaken and performed in strict accordance with the provisions of the Lease and this Work Letter. All subcontractors and suppliers utilized by Tenant's General Contractor must also have demonstrated expertise and experience in the construction of tenant improvement projects similar to the Improvements and be otherwise reasonably acceptable to Landlord.

3.2 **Tenant's General Obligations.** Tenant will, before commencing any construction or delivering (or accepting delivery of) any materials to be used in connection with Improvements, deliver to Landlord copies of all contracts, copies of all contractor safety programs, copies of all necessary permits and licenses and such other information relating to the construction as Landlord reasonably requests. Tenant will also deliver to Landlord (a) reasonable evidence that Tenant or Tenant's General Contractor have in force builder's "all risk" insurance in an amount at least equal to the estimated cost of Improvements and naming Landlord as a loss payee as its interest may appear; and (b) reasonable evidence that Tenant and each of Tenant's contractors have in force liability insurance insuring against construction related risks in at least the form, amounts and coverages required of Tenant under Article 9 of the Lease and naming Landlord and Property Manager as additional insureds (specifically including coverage for completed operations) and workers' compensation insurance with statutory limits and employer's liability insurance with coverage of $500,000 each accident, $1,000,000 general aggregate and $1,000,000 products/ completed operation aggregate. Tenant will not commence construction before Landlord has, in Landlord's reasonable discretion, provided Landlord's written approval of the foregoing deliveries. Tenant will cause the Improvements and any Tenant Work to be constructed and performed (i) during times and in a manner reasonably determined by Landlord to minimize interference with any other tenants' use and enjoyment of the Property, and (ii) in full compliance with all of Landlord's rules and regulations applicable to third party contractors, subcontractors and suppliers performing work at the Property. All work undertaken by Tenant shall be at Tenant's expense and shall not damage the Buildings or any part thereof. Any roof penetration shall be sealed by Landlord's approved roofer and shall be performed only after Landlord has given written consent, which consent shall in part be conditioned including materials acceptable to Landlord and roof top curbs to spread the weight of the equipment being installed in order to prevent damage to the roof. Tenant shall also be responsible for obtaining and paying for professional inspections of any structural work and/or mechanical work (including, without limitation, any roof work or concrete work) as required by Landlord.

3.3 **Liens and Claims.** Tenant will keep the Property free from any mechanics', materialmens', designers' or other liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant. Tenant will upon request record and post notices of non-responsibility or such similar protective notices as Landlord may reasonably request. If any such liens are filed and Tenant, within 15 days after such filing, does not release the same of record or provide Landlord with a bond or other surety satisfactory to Landlord protecting Landlord and the Property against such liens, Landlord may, without waiving its rights and remedies based upon such breach by Tenant and without releasing Tenant from any obligation under the Lease, cause such liens to be released by any means Landlord deems proper, including, but not limited to, paying the claim giving rise to the lien or posting security to cause the discharge of the lien. In such event, Tenant will reimburse Landlord, as Additional Rent, for all amounts Landlord pays (including, without limitation, reasonable attorneys' fees and costs). To the fullest extent allowable under the Laws, Tenant releases and will indemnify the Landlord Parties and the Property from and against any Claims in any manner relating to or arising out of the Improvements, any Tenant Work or any other work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant.

3.4 **Tenant Work.** "Tenant Work" means all finish work and decoration and other work desired by Tenant and not included within the Improvements as set forth in the approved Construction Drawings and Specifications, including specifically, without limitation, all computer systems, telephone systems, telecommunications systems, fixtures, furnishings, equipment and any Alterations. All Tenant Work will be designed, furnished and installed by Tenant at Tenant's sole expense. If any Tenant Work is not submitted and approved with the Construction Drawings and Specifications, Tenant will secure Landlord's prior consent for such Tenant Work in the same manner and following the same procedures provided for in the Lease for Alterations which require Landlord's consent.

3.5 **Conformance with Laws.** All Improvements and Tenant Work must be done in conformance with all applicable codes, ordinances and other Laws. Valid building permits and other necessary authorizations from appropriate governmental agencies (when required) must be obtained by Tenant for the Improvements and Tenant Work at Tenant's expense. Any Improvements or Tenant Work not acceptable to the applicable governmental authority or otherwise not in conformance with all applicable codes, ordinances and other Laws must be promptly corrected, replaced, or brought into compliance with such applicable codes, ordinances and other Laws at Tenant's expense. No failure by Landlord to object to any such nonconforming Improvements or Tenant Work relieves Tenant from its obligations or imposes any responsibility or liability therefor upon Landlord.

3.6 **Landlord's Inspections.** Landlord shall have the right to inspect and observe all work during construction and to inspect the Premises and develop a "punch list" for the Improvements upon substantial completion. Notwithstanding such rights, Landlord is under no obligation to inspect or supervise construction of any of the Improvements or Tenant Work, and no inspection by Landlord shall be construed as a representation that the Improvements or Tenant Work (a) are in compliance with the Construction Drawings and Specifications; (b) are or will be free from faulty or defective materials or workmanship; or (c) are in conformance with any applicable codes, ordinances or other Laws.

3.7 **Responsibility for Function and Operation.** Tenant will be responsible for the function and operation of all the Improvements whether or not approved by Landlord or installed by Landlord at Tenant's request. Landlord's preparation, review and/or approval of any design or construction documents will not constitute any representation or warranty as to the adequacy, efficiency, performance or desirability of the Improvements in the Premises.

3.8 **Construction Warranty.** Tenant shall cause Tenant's General Contractor and its subcontractors and suppliers to fully warrant and guaranty the Improvements to both Tenant and Landlord for a period of not less than one (1) year after Substantial Completion.

ARTICLE 4
MISCELLANEOUS

4.1 **Applicability.** This Work Letter shall not be deemed applicable to: (a) any additional space added to the original Premises at any time, whether by the exercise of any options under the Lease or otherwise, or (b) any portion of the original Premises or any additions thereto in the event of a renewal or extension of the original Term of the Lease, whether by the exercise of any options under the Lease or any amendment or supplement thereto. The construction of any additions or improvements to the Premises not contemplated by this Work Letter may only be performed pursuant to the provisions of the Lease governing Alterations unless Landlord elects to prepare a separate work letter agreement, in the form then being used by Landlord and specifically addressed to such construction.

4.2 **Risk of Loss.** All materials, work, installations and decorations of any nature brought upon or installed in the Premises prior to final completion of the Improvements shall be at the risk of the party who brought such materials or items onto the Premises. Neither Landlord nor any party acting on Landlord's behalf shall be responsible for any damage or loss or destruction of such items brought to or installed in the Premises by Tenant prior to such date, except if caused solely by Landlord's gross negligence or willful misconduct.

EXHIBIT "J"
APPROVAL LETTER

Ralphs Food 4 Less
P. O. Box 54143 • Los Angeles, California 90054 • (310) 884-9000

February 26, 2015

US Mail
Bryan.cunningham@am.jll.com

Market Creek Partners, LLC
404 N. Euclid Avenue
San Diego, CA 92441

RE: Food4Less #763 Market Creek Plaza-San Diego, CA.
Proposed Ingenuity Charter School- 342 N. Euclid Ave. #403, San Diego, CA 92114

Per the Lease dated January 11, 1999 by and between JCNI ("Landlord") Food4Less of California, ("Tenant") and as amended ("The Lease"),

It is my understanding that Market Creek Partners, LLC is negotiating with Ingenuity Charter School ("Ingenuity Charter School") to Lease approximately 901 square feet of space at 342 N. Euclid Ave., San Diego, CA, ("Premises") in the subject Shopping Center. Ingenuity Charter School intends to occupy the proposed space in "Suite 403" per the attached "Exhibit A" site map, for the operation of class sign-up, picking up school books, student tutoring and for no other use or purpose ("Ingenuity Charter School Use").

Pursuant to the Lease, Article 9.2, Shopping Center Use and Operating Restrictions, "C" *"No portion of the Shopping Center shall be used as a...school..."*

Notwithstanding the above, Tenant hereby consents to the lease of the Premises to Ingenuity Charter School subject to the following contingencies:

1. Ingenuity Charter School Use will be limited to the concept use of students signing up for classes, tutoring and book pick-up only. No classes will be conducted at/in the Premises at any time.

2. This approval is specifically granted to allow the Premises to be leased to Ingenuity Charter School for the "Ingenuity Charter School Use" as described above and shall not be construed to include any other type of use without Tenant's prior written approval.

3. Any "exclusive use" clause you may negotiate with Ingenuity Charter School shall be binding upon neither Tenant nor its successors or assigns.

4. Tenant's agreement shall apply only to the Ingenuity Charter School Use of the Premises and shall not apply to any similar or dissimilar use of the Premises by any assignee, sublessee or other transferee of any of Ingenuity Charter School's interest in any portion of the Premises.

5. Should Shopping Center upgrades, including, but not limited to common area ADA upgrades, be required due to construction/remodeling/alteration/preparation, etc. of the Premises for occupancy by Landlord's herein Proposed Ingenuity Charter School tenant, all costs associated with such Shopping Center upgrades will not be passed on to Tenant and shall be the sole responsibility of Landlord and/or its tenant, Ingenuity Charter School.

6. Tenant does not waive, eliminate or modify any provision of the Lease which is for the benefit of Tenant or Tenant's demised premises with respect to (a) the use of the Premises for any use other than Ingenuity Charter School Use on the terms set forth herein and (b) any future use of any portion of the Shopping Center which shall be subject to the provisions of the Lease.

7. Should any provision of this Letter Agreement be breached by Landlord or by Ingenuity Charter School, Tenant's consent to the Use shall be deemed automatically revoked.

8. The terms of this Letter Agreement shall be binding upon and shall inure to the benefit of each successor and assigns of Landlord and Tenant.

If the terms set forth above are acceptable to Landlord, please duly execute this Letter Agreement in duplicate in the space provided below, and have one fully-executed Letter Agreement returned to the undersigned. If a fully-executed original of this Letter Agreement is not returned to me by March 26, 2015, Tenant's consent as contained herein shall be automatically rescinded and this Letter Agreement shall thereafter be void and of no force and effect.

Sincerely,

Ian Conger
Real Estate Department

Enclosure

cc: Thomas Acevedo
Greg Peters
Jeff Magaro/Maggie Kilgore
Dawne Stricklin

ACKNOWLEDGED AND ACCEPTED

This _____Day of _____, 2015
Market Creek Partners, LLC

By:

Its: Principal Superintendent

Exhibit A

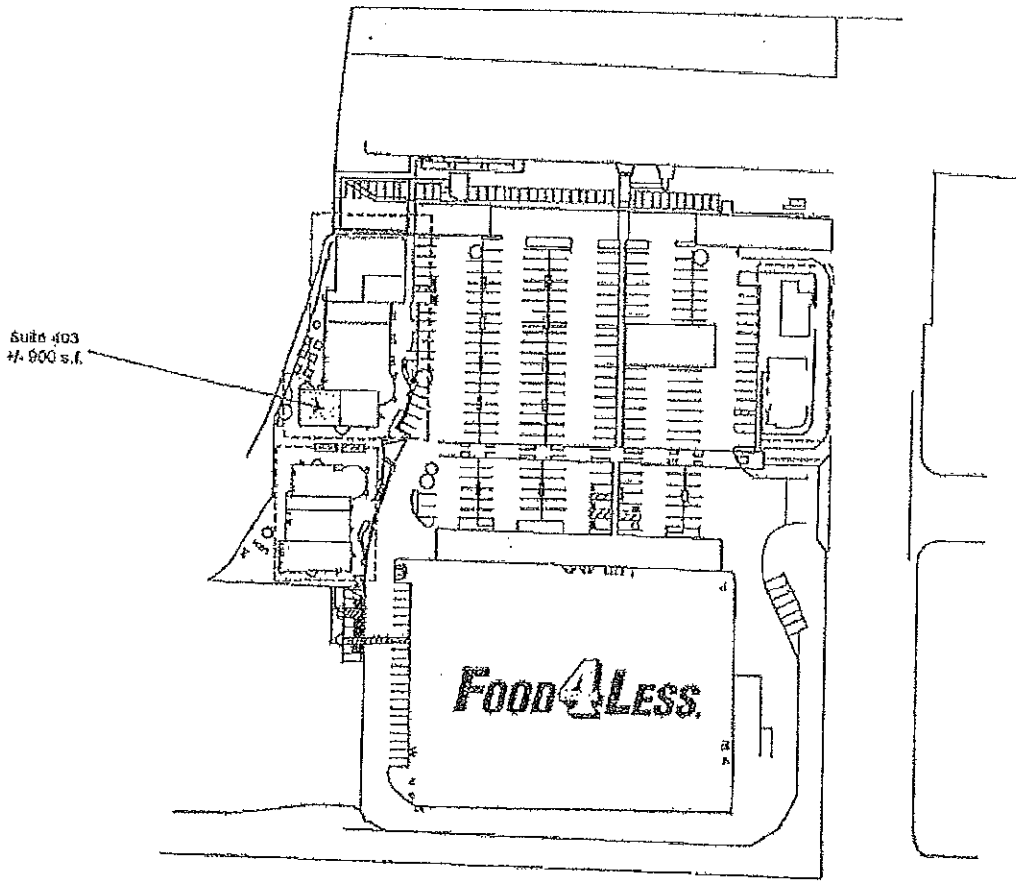


EXHIBIT "J"

USW 804943929.4

Ralphs Food 4 Less
P. O. Box 54143 • Los Angeles, California 90054 • (310) 884-9000

February 26, 2015

US Mail
Bryan.cunningham@am.jll.com

Market Creek Partners, LLC
404 N. Euclid Avenue
San Diego, CA 92441

RE: Food4Less #763 Market Creek Plaza-San Diego, CA.
Proposed Ingenuity Charter School- 342 N. Euclid Ave, #403, San Diego, CA 92114

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6. Tenant does not waive, eliminate or modify any provision of the Lease which is for the benefit of Tenant or Tenant's demised premises with respect to (a) the use of the Premises for any use other than Ingenuity Charter School Use on the terms set forth herein and (b) any future use of any portion of the Shopping Center which shall be subject to the provisions of the Lease.

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Sincerely,

Ian Conger
Real Estate Department

ACKNOWLEDGED AND ACCEPTED

This 18th Day of March, 2015
Market Creek Partners, LLC

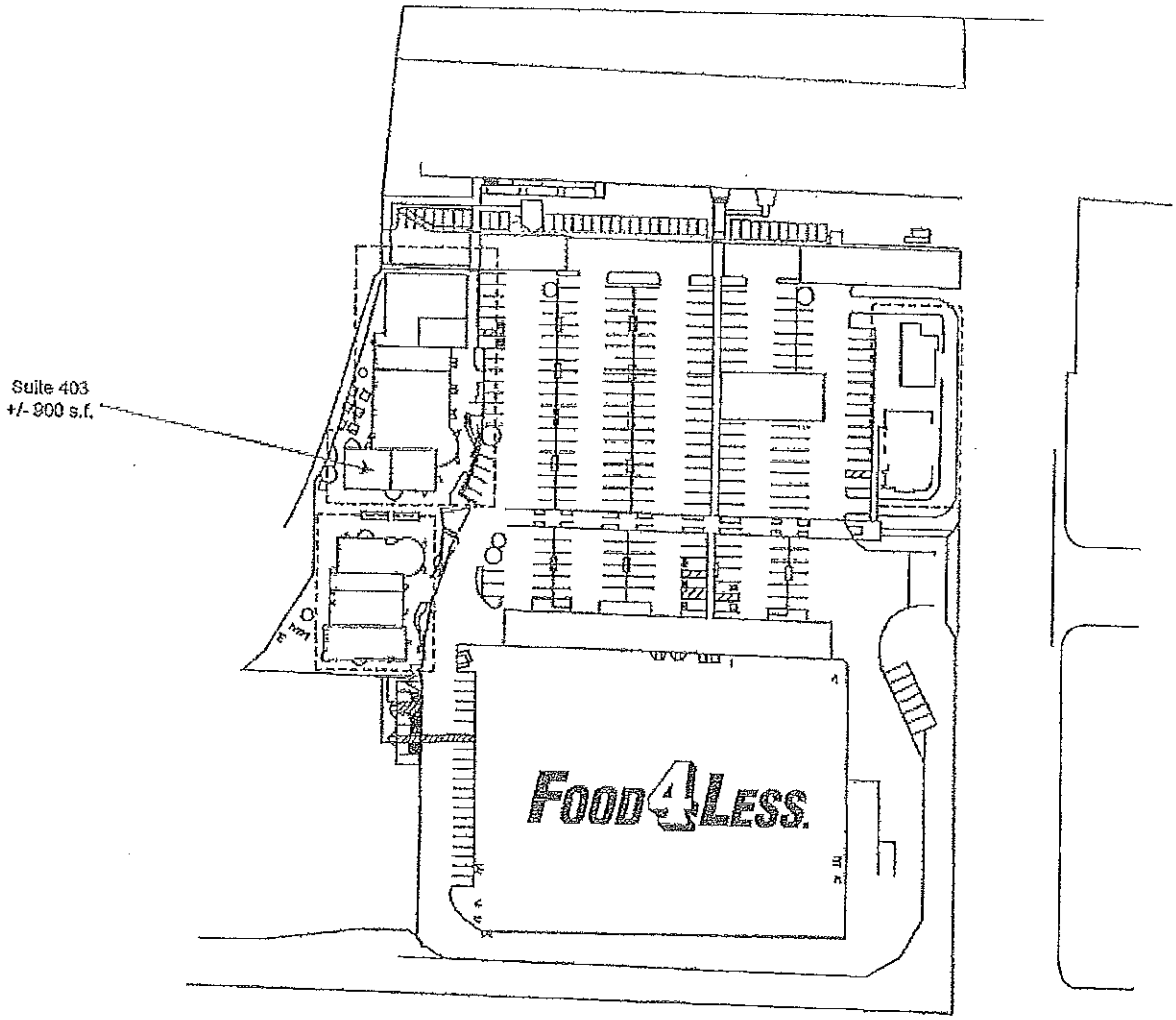
By: _____

Its: Chief operating officer

Enclosure

cc: Thomas Acevedo
Greg Peters
Jeff Magaro/Maggie Kilgore
Dawne Stricklin

Exhibit A



BOARD OF DIRECTORS AGENDA ITEM
Agenda Date: May 11, 2015
Action Item 11

RECOMMENDATION: Award the contract to support the operations of Family Support Services for 2015-2016 in the amount not to exceed $91,652 to the County of San Diego;

And;

Award the contract to provide services to add an additional advocate on campus to enhance The O'Farrell Charter School's achievement in the amount not to exceed $27,518.12 to Social Advocates for Youth (SAY) .

BACKGROUND INFORMATION:

The O'Farrell Charter School is in a 20-year partnership with the Community Action Partnership (CAP) of San Diego County's Department of Health and Human Services to operate the Family Support Services program.

CURRENT INFORMATION:

O'Farrell and CAP selected Social Advocates for Youth (SAY) to operate Family Support Services. CAP administers the contract with SAY and monitors the performance benchmarks required of SAY to receive payment.

ADDITIONAL DATA:

SAY will have the following employees working on our campus next year: Mary Skrubucha, coordinator and three advocates: Diana Sandoval, Mardene Esparza, and Belvien Sumabat