

AGENDA

MEETING OF THE BOARD OF DIRECTORS TEMECULA INTERNATIONAL ACADEMY

Date: JUNE 27 , 2017
Time: 6:30pm-8:00pm
Location: 43460 Ridge Park Drive
Suite 200, Board Room
Temecula, CA 92590

This agenda was posted 72 hours before the meeting at the above-listed meeting location **Suite 200-H and GlenOak Hill Community Board, Via de Oro, Temecula CA 92592**

There is no teleconference location. website: temeculainternational.org

INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS

Temecula International Academy ("School") welcomes your participation at the meetings of the School's Board of Directors ("Board"). The purpose of a public meeting of the Board is to conduct the affairs of the School in public. Your participation assures us of continuing community interest in our School. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

1. Agendas are available to all audience members at the door to the meeting.
2. "Request to Speak" forms are available to all audience members who wish to speak on any agenda items or under the general category of "Oral Communications." "Oral Communications" is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed fifteen (15) minutes. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested agenda item.
3. You may also complete a "Request to Speak" form to address the Board on Agenda items. With regard to such agenda items, you may specify that agenda item on your "Request to Speak" form and you will be given an opportunity to speak for up to five (5) minutes when the Board discusses that item.
4. When addressing the Board, speakers are requested to state their name and address from the podium and adhere to the time limits set forth.
5. Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 43460 Ridge Park Drive, Suite 200-H, Temecula, CA 92590.

In compliance with the Americans with Disabilities Act (ADA) and upon request, Temecula International Academy ("School") may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order participate in Board meetings are invited to contact Debra Zickafoose at 951-219-8426. Please contact the office as early as possible to provide time for the School to arrange for such reasonable auxiliary aids and/or services.

- I. **PRELIMINARY**
 - A. **CALL TO ORDER**
 - B. **ROLL CALL & ESTABLISHMENT OF QUORUM**
 - C. **PLEDGE OF ALLEGIANCE**
 - D. **APPROVAL OF AGENDA**
 - E. **APPROVAL OF LAST MEETING MINUTES**

June 6, 2017

II. EXECUTIVE (CLOSED) SESSION

With respect to every item of business to be discussed in closed session pursuant to Section 54956.8:

A. NONE

The Board shall publicly report any action taken in closed session and the vote or abstention on that action of every member present.

III. COMMUNICATIONS

A. ORAL COMMUNICATIONS 6:40 PM

ORAL COMMUNICATIONS: Non-agenda items: no individual presentation shall be for more than three (3) minutes and the total time for this purpose shall not exceed fifteen (15) minutes. Ordinarily, Board members will not respond to presentations and no action can be taken due to California's public meeting laws. However, the Board may give direction to staff following a presentation

IV. CONSENT ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member or a member of the public to be removed from the Consent Agenda for discussion, there will be no discussion of these items prior to the Board votes on them. The President recommends approval of all items on the consent agenda.

A. NONE

V. ITEMS SCHEDULED FOR DISCUSSION, UPDATE AND/OR ACTION

- A. DISCUSSION, UPDATE and ACTION on Riverside County Office of Education (RCOE) final contract GALAXY FINANCIAL SOFTWARE-** contracts, implementation, scope of Galaxy software
- B. DISCUSSION, UPDATE and ACTION - TIA BUDGET** submitted for 2017-2018 Galaxy interface
- C. DISCUSSION AND APPROVAL JET COMMUNICATIONS** - for Galaxy interface, document delivery
- D. DISCUSSION, UPDATE and APPROVAL on FACILITIES USE AGREEMENT (FUA) and SERVICE AGREEMENT FROM TVUSD** - Approval of final FUA dated June 23, 2017
- E. DISCUSSION, UPDATE and APPROVAL of final AERIES SIS** - contract, discussion of

implementation implementation

- F. DISCUSSION and UPDATE on KEENAN INSURANCE RCOE CLOSURE SECURITY BOND-** review of insurance coverage options
- G. DISCUSSION, UPDATE, and ACTION on RECRUITING, CONTRACTS and BACKGROUND HIRESAFE, DOJ APPLICATION-** Principal position, teachers, admin staff positions, base contracts and hiring timeline
- H. DISCUSSION, UPDATE and APPROVAL 2017-2018 LCAP** - discussion of guidelines and documentation for newly opening school
- I. DISCUSSION, UPDATE on CURRENT ENROLLMENT and JUNE OPEN ENROLLMENT PERIOD-** Enrollment updates
- J. DISCUSSION, UPDATE and APPROVAL of 2017-2018 SCHOOL CALENDAR** - first and last days of school with holidays
- K. DISCUSSION and APPROVAL of REQUISITION ORDER FORM** - for expenditures
- L. DISCUSSION and APPROVAL of ACCOUNT SIGNATURE APPROVAL** - to include the addition of the Principal with CFO for any/all purchases and expenditures
- M. DISCUSSION and APPROVAL of ENROLLMENT CONFIRMATION LETTER** - for accepted/enrolled students
- N. DISCUSSION and APPROVAL of DRESS CODE POLICY-** to include decision on initial logo for uniforms
- O. DISCUSSION and UPDATE on Ridge Park Office-** Staffing /Office set up
- P. DISCUSSION and UPDATE regarding RCOE Presentation** to RCBE on July 19, 2017
- Q. DISCUSSION, UPDATE and APPROVAL regarding BOARD MEETING DATES-** change date to avoid conflict with TVUSD and RCBE meetings

VI. CONCLUSION OF THE MEETING

A. ADDITION OF ITEMS TO FUTURE AGENDA

- a. Enrollment outreach, updates**
- b. Curriculum purchases**
- c. Mascot contest for July 17, 2017**
- d. Recruiting updates**

B. BOARD COMMENTS

- a. comments
- A. NEXT MEETING:
 - a. July 5, 2017
 - b. Addition July Meeting(s)

VII. ADJOURNMENT

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT
AND
TEMECULA INTERNATIONAL ACADEMY**

**FACILITIES USE AGREEMENT
(2017-2018)**

This Facilities Use Agreement (“Agreement”) is made by and between Temecula Valley Unified School District (“District”) and Temecula International Academy (“Charter School”), (collectively “the Parties”) with regard to the following representations and assumptions:

RECITALS

a. District is the owner of the school site described in Section 1 of this Agreement, which site is suitable for a public charter school program.

b. Charter School is a charter school duly formed and approved by the District under the laws of the Charter School Act of 1992 (Education Code, §§ 47600 *et seq.*).

c. The Charter School has requested facilities under Proposition 39 (codified at Education Code section 47614 and Title 5, California Code of Regulations, sections 11969.1 through 11969.9 (“Proposition 39”), and on dates agreed upon by the Parties, on February 14, 2017 the District made a preliminary space offer, followed thereafter on April 12, 2017 with a final space offer. This Agreement reflects the terms for such use for the 2017-18 school year.

AGREEMENT

The Parties desire to enter into this Agreement defining their rights, duties, and liabilities relating to the Facilities. In consideration of mutual covenants contained herein, the Parties agree as follows:

1. FACILITIES AND SERVICES.

The District hereby grants use of portions of the District’s Rancho Elementary School (“Site”), a school site located at 31530 La Serena Way, Temecula California, described more fully in **Exhibit “A”** attached hereto (“Facilities”) to Charter School subject to all of the terms, covenants, and agreements hereinafter set forth. It is acknowledged that Charter School intends to use the Facilities as an educational facility as described in the Charter School’s charter.

District shall provide services to Charter School to support its use of the Facility as referenced in this Agreement at the costs described in Exhibit “B” hereto. Requests for service other than as described on Exhibit “B” may be provided at the mutual agreement of the Parties.

2. TERM.

The Term of this Agreement (“Term”) shall be one year, commencing July 1, 2017 and expiring June 30, 2018.

The District reserves the right to provide alternative facilities in subsequent years that meet the requirements of Proposition 39. The District shall not move the Charter School unnecessarily, and shall use good faith efforts to house the Charter School near where it wishes to locate. A single, contiguous school site shall be provided unless the District makes findings and provides a written statement of reasons as required by Proposition 39. However, the District makes no guarantee that the Facilities will be available for any future year.

3. USE OF FACILITIES.

The Facilities shall be used by Charter School only for the operation of the Charter School, as authorized by California Education Code of the State of California and more fully described in the Charter School's charter approved by the Riverside County Board of Education. Charter School shall not knowingly do, or permit anything to be done in or about the Site and Facilities, nor bring or keep anything therein, that will in any way increase the existing rate of or affect any District fire or other insurance upon the Site, including, the Facilities, or cause cancellation of any District insurance policy covering the Facilities. Charter School and the District shall not knowingly permit anything to be done in or about the Site or Facilities that will in any way obstruct or interfere with the rights of other occupants of the Site and Facilities, if any, or injure or interfere with each other's programs. Charter School shall not use or allow the Site and Facilities to be used for any unlawful purpose, nor shall Charter School cause, maintain, or permit any nuisance in, on, or about the Site and Facilities. Charter School shall not commit or suffer to be committed any waste in or upon the Site or Facilities.

4. CIVIC CENTER ACT.

The Charter School shall have primary use of the space allocated to the Charter School for the operation of its educational program during its regular school hours; provided, however, that like regular schools in the District, after 5 pm during the week and all day on weekends and holidays, the Facilities shall be subject to use by the public pursuant to the Civic Center Act and/or any joint use or recreational program use that has been established by the District in conjunction with the Charter School. Civic Center Act use requests for use of any portion of the Facilities by users other than Charter School shall be evaluated and handled by the District, in accordance with District policy. All fees paid by the community or other users of the Facilities shall be paid to the District in accordance with the Civic Center Act and District policy.

5. CONSIDERATION FOR USE OF FACILITIES.

For the 2017-2018 school year, the District's per-square foot pro-rata cost calculation, excluding all costs for which the Charter School shall be separately responsible, is Five Dollars and Seventy-Six Cents (\$5.76) per square foot for exclusive use space. The per-square foot cost for shared use areas shall be at the negotiated rate of Seventy-Five Cents (\$.75) per square foot for shared used space for the 2017-2018 school year.

Payment for the pro-rata share will be payable in 12 monthly payments. The first payment shall be due no later than July 1, 2017, and each additional payment will be due on or before the first day of each month thereafter.

Nothing in this Section shall impair the rights of the Parties to separately contract for administrative, maintenance or any other services that the Parties mutually desire to negotiate.

6. FURNISHINGS AND EQUIPMENT.

The District shall provide reasonably equivalent furnishings and equipment to conduct classroom instruction to the Charter School as required by Proposition 39, including student and teacher desks, chairs, bookshelves, file cabinets, and telephones. Classrooms shall be internet-ready but network access and other technology support must be provided under contract with the Riverside County Office of Education. Furnishings and equipment purchased with non-district funds are excluded from the analysis of reasonably equivalent. Furniture and equipment will be provided from existing District inventory prior to the start of Charter School's academic year and will remain the property of the District. All furniture and equipment provided to Charter School shall remain the property of the District. If any furnishings and equipment are provided by the District to the Charter School during the Term of this Agreement, such furnishings and equipment shall be added to the District's inventory and shall remain the property of the District. Charter School shall not sell or otherwise dispose of furnishings or equipment, and the District will not replace furnishings and equipment disposed of by the Charter School. The Charter School shall return all District-owned furniture and equipment to the District at the end of the Term, or upon vacating the Site and Facilities in the same condition as received, with the exception of reasonable wear and tear. Charter School will be responsible for any damage caused by its use excepting reasonable wear and tear. The Parties shall develop a mutually agreeable inventory of the furnishings and equipment that will be located at the Site and Facilities.

7. OWNERSHIP.

The District represents and warrants that it has good and marketable title to the Site in fee simple, subject only to immaterial liens and encumbrances which would not have an adverse effect on Charter's use of the District Facilities, and that no third party has any right or interest in the District Facilities that would interfere with Charter's use thereof. The District further represents and warrants that it has obtained all necessary approvals from all governmental and non-governmental third parties in order to enter into and perform its obligations under this Agreement.

8. COMPLIANCE WITH LAW.

Charter School shall not use the Facilities, or permit anything to be done in or about the Facilities, that will in any way conflict with any law, statute, applicable ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. District and Charter School shall each do all acts required to comply with all applicable laws, applicable ordinances, regulations and rules of any authority relating to their respective maintenance obligations as set forth herein. Charter School agrees to comply with its charter in

all respects.

9. CONDITION OF PROPERTY.

The District is not aware of any defect in or condition of the Facilities that would prevent its use for the Charter School's purposes. District has received no notice of any violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Facilities that call into question the appropriateness or sufficiency of the Facilities for its intended purpose. The Charter School shall not be responsible for legal compliance for any obligation that existed prior to the Charter School's occupancy of the Facilities, including any and all environmental conditions. The District shall remain responsible for compliance with the ADA, and other applicable building code standards that relate to the Facilities being provided to the Charter School under this Agreement. The Charter School shall assume responsibility for compliance with ADA or any compliance issues to the extent of any use, modifications or improvement made to the Site or Facilities by the Charter School.

10. MAINTENANCE AND ALTERATIONS.

a. Routine Maintenance. The ongoing routine maintenance of the Facilities (e.g., grounds and landscaping crew, maintenance of buildings and grounds), and the furnishings and equipment shall be provided by the District. The Charter School shall be responsible for providing its own custodial services and support in accordance with applicable provisions of the District's policies and/or practices. Additionally, the Charter School shall be solely responsible for providing all supplies necessary for maintenance of its Facilities. For purposes of this Agreement, "Routine Maintenance" means all maintenance tasks that are not "Major and Deferred Maintenance" as defined below. Charter School shall also be responsible for repairs required as a result of damage to the Site or Facilities caused by Charter School, its students, employees, agents, representatives or invitees.

b. Major and Deferred Maintenance. District shall assume the cost and responsibility for major and deferred maintenance projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582, whether included in such plan or not. For purposes of this section, "Major and Deferred Maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, communication wiring, electrical, roofing, and floor systems, exterior painting, and any other items considered deferred maintenance under Education Code section 17582 and State Allocation Board regulations. The timing and manner of performance of Major and Deferred Maintenance of the Facilities is solely the purview of the District and shall be performed to District standards to ensure that all District facilities are treated in equitable fashion and within the bounds of the District's available resources. In the event of a dispute or disagreement regarding the responsibility of the Parties for a particular repair or maintenance item, the Office of Public School Construction shall be consulted as to customary practice and definitions of routine versus major and deferred maintenance.

c. Alterations, Improvements, and Signage. Charter School shall not construct or install any improvements (as defined in Civil Code 660) on the Site or Facilities or otherwise permanently alter the Site or Facilities without the prior written consent of District and if required, the Division of the State Architect. The District's written approval of any improvements, including the construction schedule, work hours, and modifications, shall be at the District's sole and absolute discretion. Contractors retained by the Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with the District's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to public works construction by public schools, including approval by the Division of State Architect, or local building codes, as applicable, prevailing wage, California Environmental Quality Act, fingerprinting and background investigation requirements of the Education Code, and competitive bidding requirements, if required. Charter School shall defend, indemnify and hold harmless the District from all claims that arise from failure by the Charter School to comply with applicable public works contracting and applicable Labor Code requirements. The District or District's agent shall have a continuing right at all times during the period that approved improvements are being constructed or installed to enter the Facilities and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students. This provision shall apply to any signage established by the Charter School at the Site. The Charter School shall be allowed to install one sign on La Serena Way and one small sign (no larger than 2-1/2 ft x 4-1/2 ft) near the parking lot drop off area that provides direction to the entrance to the Charter School. The Charter School's signage shall be consistent with the nature of the Facilities as agreed to by the Parties.

d. Changes and Repairs to Facilities. In order to perform its duties described in subsection (b) above (Major and Deferred Maintenance), District reserves the right from time to time:

(1) To install, maintain, repair, and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for services to other parts of the Site, including the Facilities, above the ceiling surfaces, below the floor surfaces, within the walls and central core areas, and to relocate any pipes, ducts, conduits, wires, and appurtenant meters and equipment included at the Site, including the Facilities;

(2) To make repairs, changes, and modifications to any and all parts of the Site, including, without limitation, changes to the location, size, shape, and number of buildings, driveways, lobbies, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas and walkways;

(3) To use the common areas while engaged in making additional improvements, repairs or alterations to the Site, including the Facilities or any portion thereof;

(4) To erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the

Facilities shall not be blocked thereby for any reason, and further providing that the educational program of the Charter School shall not be interfered with for any reason; and

(5) To enter any part of the Facilities to conduct maintenance as outlined in this section.

Except in cases of emergency, the District's rights identified herein must occur at a time previously and mutually agreed upon by the Parties so as to limit unnecessary interruptions to educational programs at the Charter School.

e. Charter School Employees, Contractors and Independent Contractors. The Charter School is a public school using the Facilities for public education purposes. Charter School therefore agrees that any of its employees, agents, contractors or independent contractors utilized to perform any of the repairs, installation, and other work at the Site pursuant to this Agreement that may have contact with pupils at the Site will undergo criminal background checks as specified in California Education Code sections 45125.1, 45125.2, or any other applicable law addressing third party access to Charter School's and District's minor students.

11. INSPECTION BY DISTRICT.

Upon reasonable notice, District reserves the right to enter the Facilities to inspect the same to ensure compliance with this Agreement.

12. DEFAULT BY CHARTER.

The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by Charter School:

a. The failure by Charter School to make timely payment of any fees due under this Agreement where such failure shall continue for a period of sixty (60) days after receipt of written notice thereof by District to Charter School.

b. The failure by Charter School to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Charter School (including shared use terms, if applicable) where such failure shall continue for a period of sixty (60) days after receipt of written notice thereof by District to Charter School, provided, however, that if the nature of Charter School's obligation is such that more than sixty (60) days are required for performance or cure thereof, then Charter School shall not be in default if Charter School commences performance or cure thereof within the sixty (60) day period and thereafter diligently pursues the same to completion;

c. Revocation or non-renewal of Charter School's charter or cessation of the Charter School's program for any reason; provided, however, that the Charter School shall not be in default under this subsection (c) until the expiration of any and all statutory or judicial appeals periods.

d. The failure by Charter School to utilize the Facilities for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School.

13. DEFAULT BY DISTRICT.

District shall be in default and in material breach of this Agreement if District fails to perform any obligation required by this Agreement within a reasonable time, but in no event later than sixty (60) days after receipt of written notice by Charter School to District specifying wherein District has failed to perform such obligation; provided, however, that if the nature of District's obligation is such that more than sixty (60) days are required for performance or cure thereof, then District shall not be in default if District commences performance or cure thereof within such sixty (60) day period and thereafter diligently pursues the same completion.

14. MATERIAL DEFAULT OR BREACH.

a. In the event of any material default or breach by Charter School as described in Section 12 above, District may commence a termination of this Agreement by providing a notice of intention to terminate on five (5) day's written notice after the completion of the relevant cure provisions described in Section 12. Charter School shall surrender possession of the Facilities to District upon expiration of the notice period identified above. Upon termination of this Agreement or Charter School's right to possession District has the right to recover from Charter School the amount of unpaid pro rata share facilities fee charge that had been earned at the time of such termination and reasonable attorneys' fees and collections costs incurred in terminating the Agreement and enforcing District's right to possession, if any. If Charter School vacates or abandons the Facilities prior to the expiration of the Term of this Agreement or the authorizing agency revokes or denies renewal of its charter, District must terminate the Agreement and enforce its right in accordance therewith.

b. In the event any material default or breach by District, Charter School may terminate this Agreement, with five (5) days' written notice after completion of the applicable cure period, or pursue remedies as provided by law.

15. UTILITIES AND TELECOMMUNICATIONS AND OTHER SERVICES.

The District will provide utilities services (including electricity, water, sewer, trash collection and bin rental) and the Charter School will reimburse the District for its proportionate share of the utilities costs in accordance with Exhibit "B". The Charter School at its sole cost and expense will provide its own local and long distance telephone service and internet service.

16. ASSIGNMENT AND THIRD PARTY USE.

Charter School shall not assign, transfer, mortgage, pledge, hypothecate or encumber, voluntarily or involuntarily, this Agreement or any interest herein, and shall not submit the

Facilities or any part thereof, or any right or privilege appurtenant thereto, without the prior written consent of District, which consent shall not be unreasonably withheld. The Facilities may not be sublet or used for third party purposes other than those that are consistent with District policies and practices for use of District school sites without written permission from the District, subject only to Charter School's rights under Section 4 hereof (Civic Center Act).

17. INDEMNIFICATION.

a. The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its Board members, officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter District and District Personnel) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, for any injury, death, or damage to any person or property occurring in, on, or about the Site or Facilities that may be asserted or claimed by any person, firm or entity arising out of the Charter School's use or maintenance of the Site or Facilities, or from the conduct of its business/programs, or from any activity, work or other things done at the Site or Facilities after District delivers access and/or use of the Site and Facilities to the Charter School. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District arising out of the sole negligence or intentional acts, errors or omissions of the District and/or District Personnel.

b. The District shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Charter School, its Board members, officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter Charter School and Charter School Personnel) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School and/or Charter School Personnel, for any injury, death, or damage to any person or property occurring in, on, or about the Site or Facilities that may be asserted or claimed by any person, firm or entity arising out of the District's prior or current use or maintenance of the Site or Facilities or out of prior or current conduct of its business or from any activity, work, or other things done by the District, its trustees, officers, employees, and agents in or about the Sites or Facilities. This indemnity and hold harmless provision shall exclude actions brought by third persons against the Charter School arising out of the sole negligence or intentional acts, errors or omissions of the Charter School and/or Charter School Personnel.

18. INSURANCE.

The Charter School shall, at its sole cost and expense, commencing as of the date of this Agreement and during the entire Term hereof, procure, pay for, and keep in full force and effect the following insurance:

a. General Liability Insurance. The Charter School shall maintain throughout the Term of this Agreement, at its own expense, general liability insurance with limits of liability of \$3,000,000 per occurrence for bodily injury, personal injury, and property damage. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Site or the general aggregate limit shall be twice the required occurrence limit. This insurance shall include products and completed operations of the same limits as the policy limits. This insurance shall be endorsed to include the following: (i) the District, its Board members, officers, officials, employees, agents, and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (iii) a written notice to be mailed to the District thirty (30) days prior to the effective date of a cancellation or non-renewal of such insurance.

b. Automobile Liability. The Charter School shall maintain throughout the Term of this Agreement, at its own expense, automobile liability insurance with limits of liability of \$1,000,000 per occurrence for owned, non-owned, or hired vehicles. In any form where a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall apply to any automobile, Symbol 1 of the ISO form. Such insurance shall be endorsed to include the following: (i) the District, its Board members, officers, officials, employees, agents, and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (iii) a written notice to be mailed to the District thirty (30) days prior to the effective date of a cancellation or non-renewal of such insurance.

c. Property Insurance. The District will continue to maintain its current levels of first party insurance on the structures on the Site. The Charter School shall secure and maintain property insurance that addresses business interruption and casualty needs, including flood and fire, and other hazards with replacement costs coverage for all assets listed in the Charter School's property inventory and consumables. The Charter School shall secure property coverage with a minimum policy limit of 80% of the fair market value of the Charter School's contents.

d. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance (for lessees with employees). This insurance shall be endorsed to include the following: (i) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (ii) a written notice to be mailed to the District thirty (30) days prior to the effective date of a cancellation or non-renewal of such insurance.

Any and all deductibles or self-insured retentions applicable to the above required insurance shall be specifically approved by the District prior to its application, except the Property Insurance required above may include a deductible of not more than \$10,000 without prior approval. The insurance required above shall be provided by a company or insurance joint powers authority with the consent of the District prior to commencement of such insurance.

The Charter School shall provide proof of such insurance prior to taking possession of the Site and Facilities, including copies of the endorsements specifically required above. The Charter School shall provide proof of renewal of any insurance required above, including any endorsements required, at least fifteen (15) days prior to the expiration of such insurance.

19. LIENS.

Charter School shall keep the Facilities and the Site upon which the Facilities are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Charter School.

20. HOLDING OVER.

If Charter School remains in possession of the Facilities or any part thereof after the expiration of this Agreement or after a termination thereof with the express written consent of District, the payment obligations for such occupancy shall remain in effect for the pro rata charge in the amount of the last pro rata fee charge, plus all other charges payable hereunder, if any, and upon all the terms hereof applicable until the District terminates the possession. A hold over by Charter School shall not trigger any additional Term. The District shall have the right to remove Charter School at any time after the expiration of the Term or upon termination of the Agreement.

21. DAMAGE AND DESTRUCTION OF SITE.

If the Facilities are damaged by any casualty through no fault of the Charter School, its employees, staff or students, and such damage makes the Facilities (all or a portion) unusable for the intended educational purposes under its charter, the District will cooperate with the Charter School in providing temporary facilities until such time as the damaged facilities can be replaced or restored. If the casualty is determined to be the fault of the Charter School, its employees, staff or students or through the actions or inactions of the Charter School, at Charter School's written request, the District will cooperate with the Charter School in providing temporary facilities until such time as the damaged facilities can be replaced or restored and the Charter School shall be responsible for any costs exceeding what insurance will pay.

22. DISPUTE RESOLUTION.

Disputes between the Charter School in the District regarding the alleged violation, misinterpretation, or misapplication of this Agreement shall be resolved using the dispute resolution process identified below. The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party; (2) a statement of the facts of the dispute, including information regarding the Parties' attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the party. Within fifteen (15) days from receipt of the notice of dispute, the representatives from the Charter School shall meet with representatives from the District in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the issue shall be forwarded to the District Governing Board. The Governing Board shall conduct a hearing on the issues and within fifteen (15) days of the hearing render a decision on the dispute. The decision of the Governing Board will be final. Should the Charter School not be satisfied with the decision of the Governing Board, the Charter School may request District engage in non-binding mediation before initiating legal action.

23. NEIGHBORHOOD ISSUES.

a. It shall be the responsibility of the Charter School to maintain control and supervision of its students, staff, parent volunteers, and other invitees at all times, and to develop and implement rules of conduct for students, staff, parent volunteers, and other invitees while on the Site and in the neighborhood immediately surrounding the Site and Facilities. Charter School staff members shall wear identification badges and all volunteers, invitees, and visitors to Charter School shall sign in and obtain and wear visitor badges while on the Site or Facilities. The Charter School shall ensure that its students are adequately supervised at all times during the school day, including before-school and after-school hours, and during all times when students are on the Facilities, including weekends when school-related activities are being conducted. The Charter School shall ensure that the Site and Facilities are adequately locked and secured when they are unattended by the Charter School. The Charter School agrees to report to the District any problems that may have an impact on the neighborhood surrounding the Site and Facilities.

b. Only activities related to the school program may be conducted on the Site and Facilities, and the Charter School shall not permit any non-program related group or organization to use the Site and Facilities for any purpose without express written permission of the District. Pursuant to Section 4 (Civic Center Act), the District shall handle requested uses of the Site and Facilities by other organizations under Civic Center Act rules and regulations and District policy. Use of the Site and Facilities by the Charter School after six (6) pm or on weekends must meet all District rules and regulations for use of school property.

c. So as to minimize the impact of the Charter School's operations on the surrounding neighborhood, the Charter School agrees to the following:

(1) The Charter School shall take all reasonable steps necessary to ensure that Charter School staff, students, and all visitors (including parents) observe traffic laws and park in designated parking spaces located on the Site. The Charter School also agrees to take all reasonable steps necessary to ensure that student drop-off and pick-up occurs solely in designated areas located on the Site.

(2) The Charter School shall forward copies of all written complaints received by the Charter School regarding use of the Site and Facilities to the District within three (3) business days of receipt. The Charter School shall, in consultation with the District, timely respond to all complaints, and shall provide copies of responses to complaints to the District within three (3) business days of response.

24. GENERAL PROVISIONS.

a. Waiver. The waiver by District and/or Charter School of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of facilities fee charge hereunder by District or payment of facilities fee charge by Charter School shall not be deemed to be a waiver or any preceding default by Charter School or District of any term, covenant or condition of this Agreement, other than the failure of the Charter School to pay the particular rental so accepted, regardless of District's knowledge of such preceding default at the time of the acceptance of such facilities fee charge.

b. Marginal Headings. The marginal headings and article titles to the articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part hereof.

c. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

d. Prior Agreements. This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto to their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both Parties hereto.

e. Severability. Any provision of this Agreement that proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

f. Choice of Law. This Agreement is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction with this Agreement, it shall be filed in the appropriate court within the county where the Facilities are located.

g. Notices. All notices and demands that may be or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the District to Charter School shall be sent by United States Mail, postage prepaid, addressed to Charter School at the Facilities, and to the address herein below, or to such other place as Charter School may from time to time designate in a notice to the District. All notices and demands by the Charter School to the District shall be sent by United States Mail, postage prepaid, addressed to the District at the address set forth below, and to such other person or place as the District may from time to time designate in a notice to the Charter School. A courtesy copy of any notice sent pursuant to this section shall be emailed to the email address set forth below.

h. Full Satisfaction of Proposition 39. Charter School agrees that, by accepting the Facilities, the District has fully and completely satisfied the District's obligation to provide facilities to the Charter School under Education Code section 47614 and the Proposition 39 regulations for the 2017-2018 school year; however, the Charter School does not waive any claims it may have against the District under Section 47614 and the Proposition 39 regulation or this Agreement.

i. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

j. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, whether electronically, via scanned PDF or facsimile, or via wet ink, and all counterparts together shall be construed as one document.

[SIGNATURES ON FOLLOWING PAGE.]

This represents the full and final agreement between the Charter School and the District and shall only be modified in writing by the mutual agreement of the Parties. District and Charter School have signed this Agreement on the dates set forth below.

Dated:

Timothy Ritter, Superintendent
Temecula Valley Unified School District
31350 Rancho Vista Road
Temecula, CA 92592
Email: tritter@tvusd.k12.ca.us

Dated:

Debra Zickafoose, MD, Board President
Temecula International Academy
43460 Ridge Park Drive, Suite 200
Temecula, CA 92590
Email: dzickafoose@temeculainternational.org

Approved and ratified this ____ day of _____, 2017 by the Governing Board of the Temecula Valley Unified School District by the following vote:

AYES:
NOES:
ABSTENTIONS:

Secretary to the Governing Board

Approved and ratified this ____ day of _____, 2017 by the Board of Directors of the Temecula International Academy by the following vote:

AYES:
NOES:
ABSTENTIONS:

President of the Board of Directors

EXHIBIT “A”
2017-2018 Facilities and Pro Rata Share

EXCLUSIVE USE of the following:

- Teaching Stations
 - Five (5) Classrooms (960 sq. ft. each) (Rooms 20-21, 27-29)TOTAL: 4,800 square feet

- Specialized Classroom Space
 - One (1) Classroom for Special Education Resource Room (960 sq. ft.) (Room 30)TOTAL: 960 square feet

- Non-Teaching Station Space
 - One (1) Classroom for Office Use (960 sq. ft.) (Room 22)
 - One Multi-purpose Room (1,920 sq. ft.) (Room 14 & 15)
 - One (1) Staff Restroom (120 sq. ft.)TOTAL: 3,000 square feet

- TOTAL EXCLUSIVE USE: 8,760 square feet

SHARED USE of the following:

- Specialized Classroom Space and Non-Teaching Station Space
 - Lunch Shelter (750 sq. ft.)
 - One (1) Set, Student Restrooms (890 sq. ft.)
 - Parking Lot (33,400 sq. ft.)
 - Half of the Playfield (141,000 sq. ft.) x 0.50 = 70,500 sq. ft.

- TOTAL SHARED USE: 105,540 sq. ft.

Total Space Allocation to TIA for 2017-2018: 114,300 square feet

Total Pro Rata Share for 2017-18: \$129,612.60 (\$10,801.05 per month)

**EXHIBIT “B”
Services Provided by District**

Routine Maintenance Services

District shall provide routine and day-to-day maintenance services for TIA’s space as part of the Pro Rata Share, excluding custodial services for TIA’s exclusive space and supplies cost. TIA shall pay District for custodial support for special or evening events, if requested, and on call response for facility emergencies, at the rates shown below.

- On-Call Response for facility emergencies \$165/incident; \$65/hour after 2 hours
- Custodial Support for special/evening events (as requested) \$60/hour

Information Technology

Not Available

TIA shall contract with the Riverside County Office of Education for all technology support services and access to the County Office of Education’s computer network, including internet access services. See Section 6.

Utility Services

16.3% of Cost

Electricity, water, sewer, trash collection and bin rental shall be provided by District, but are reimbursed by TIA for a proportionate share of District’s costs. TIA shall be billed quarterly at the rate of 16.3% of the total cost.



TEMECULA

INTERNATIONAL ACADEMY

2017-2018 School Calendar (pending board approval)

August '17						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September '17						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October '17						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November '17						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December '17						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January '18						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February '18						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March '18						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April '18						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					



TEMECULA INTERNATIONAL ACADEMY

May '18						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June '18						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July '18						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

 School Closed/ Holidays

 First and Last Day of School

 Minimum Day

School times (pending board approval)

Monday 7:45am-2:45pm
 Tuesday 7:45am-2:45pm
 Wednesday 7:45am-2:45pm
 Thursday 7:45am-2:45pm
 Friday 7:45am-12:15pm

Daily class schedule: July 17th

School Uniform Site – Open for ordering

July 7-July 21, 2017

Parents will be contacted directly from French Toast with information and instructions

Parent Volunteers*

Current TB test

Livescan fingerprinting (will be available through DOJ account in August)

Board approved active volunteer list filed in the office

*cost of required documents not covered by TIA