

SCHOOL FEE APPEAL/PROTEST PROCEDURE

In establishing the School Fee Appeal/Protest Procedure, the Board may delegate the final authority to the Chief Business Officer or Facilities Director to make all decisions relative to School Fee Protest Agreements, and the Chief Business Officer or Facilities Director is only required to bring a School Fee Protest Agreement to the Board's attention in the event that litigation commences for that particular School Fee Protest.

A. Within ninety (90) calendar days of full payment of the School Fees or providing satisfactory evidence of arrangements to pay the School Fees when due, Applicant(s) shall file a School Fee Protest that satisfies all of the following:

(1) Addressed to: The School District Board of Education, c/o Chief Business Officer, c/o Facilities Development and Planning, Attention: Developer Fee Collector, 2425 Webster Avenue, Long Beach, California 90810. ("School District Address"). The Applicant(s) shall confirm the current School District Address on the School District's website (which, as of the date of adoption of this Resolution: <http://www.lbusd.k12.ca.us>), or by calling the School District at: (562) 997-7550;

(2) Unless otherwise indicated, the rules governing service for the Applicant(s)'s School Fee Protest, any correspondence related to a request for a School Fee Hearing, and the School District's required response(s) shall be pursuant to California Code of Civil Procedure Sections 1011 and 1013. "Service," "Serve," and/or "Served," as applicable, shall always be pursuant to one of the following allowable methods of Service:

a) Personal Service - Service is effective on the date of Service;

b) United States Postal Service ("U.S. Mail") - Service is complete at the time of deposit in a U.S. Mail mailbox, in a sealed envelope with postage paid, and addressed to the School District Address or Applicant(s)'s last known address, as applicable, but the Applicant(s) and/or School District shall have an additional five (5) "School Business Days" (which are defined as days when the office at the School District Address, or future location if the School District Address changes, is open for business") to comply with the requirement(s) of this Section; or

c) Express Mail or Overnight Mail (*i.e.*, FedEx or similar service)- Service is complete at the time of deposit in a U.S. Postal Service mailbox or an express service carrier mailbox, in a sealed envelope with postage paid, and addressed to the School District Address or Applicant(s)'s last known address, as applicable; however, the Applicant(s) and/or School District

shall have an additional two (2) School District Business Days to comply with the requirement(s) of this Section.

(3) A statement(s) that the required School Fee payment has been tendered or will be tendered, under protest;

(4) In order for the School Fee Protest to be considered sufficient, the Applicant(s) shall: (i) include the property address and Assessor's Parcel Number; (ii) state the amount of School Fees in dispute, and whether they are disputing the whole or a partial amount of the School Fees levied; (iii) include all documentation, if any, in support of their claim; (iv) sign the School Fee Protest under penalty of perjury; and (v) state all factual and legal grounds that form the basis for the School Fee Protest, such as the amount and/or the application of the School Fees, including but not limited to:

(a) for Commercial Fees- the claimed inaccuracy of including the project within the category pursuant to which the Commercial Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project. The Applicant(s) appealing the imposition of Commercial Fees shall bear the burden of establishing that the Commercial Fees are improper ("Commercial Grounds for Appeal"); and

(b) for Residential Fees- the claimed inaccuracy of the pupil generation factors, land cost, development or square footage projections used. The Applicant(s) appealing the imposition of Residential Fees shall bear the burden of establishing that the Residential Fees are improper ("Residential Grounds for Appeal") (Commercial Grounds for Appeal and Residential Grounds for Appeal are collectively referred to as "Grounds for Appeal.").

B. Within ten (10) School District Business Days after Service of the School Fee Protest, the Chief Business Officer, or designee ("School District Representative"), shall Serve a written response to the Applicant(s)'s School Fee Protest ("School District Protest Response").

C Within ten (10) School District Business Days after Service of the School District Protest Response, if the Applicant(s) is not satisfied with the School District Protest Response, the Applicant(s) must request a School Fee Hearing ("School Fee Hearing Request"). The School Fee Hearing Request shall explain why the School District Protest Response is legally incorrect, including the Applicant(s)'s Grounds for Appeal. The School Fee Hearing Request shall be Served on the Chief Business Officer.

D. Within five (5) School District Business Days after Service of the School Fee Hearing Request, the School District Representative shall Serve written notice of the date, place and time of the School Fee Hearing on the Applicant(s). The School District Representative shall schedule and conduct said School Fee Hearing within twenty (20) School District Business Days of Service of the School Fee Hearing Request. The School

District Representative shall review the School Fee Hearing Request, meet with the Applicant(s), consider written and oral evidence regarding the School Fee Protest, and render a written decision.

E. The School District Representative shall Serve a written decision (“School Fee Hearing Decision”) on the Applicant(s) within ten (10) School District Business Days following the School Fee Hearing.

F. If there are any timing issues that interfere with the Applicant(s)’s duty to comply with Government Code Section 66020(d)(2), the Applicant(s) may Serve a written request for a waiver of Government Code Section 66020(d)(2) on the School District. The School District reserves the right to individually review each waiver request and approve or disapprove such request.