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Proposed Counsel for Highlands Community Charter and Technical Schools

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION

In re Highlands Community Charter and Technical Schools, Debtor and Debtor in Possession.[1]	Case No. 26-25868 Chapter 11 **DCN: SMR-10** Judge: Hon. [●] Date: [●], 2026 Time: [●] Place: [●]

DECLARATION OF JONATHAN RAYMOND IN SUPPORT OF THE DEBTOR'S EMERGENCY MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTOR TO (A) PAY PREPETITION WAGES, SALARIES, AND OTHER COMPENSATION, (B) CONTINUE EMPLOYEE BENEFITS, (C) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO; AND (II) GRANTING RELATED RELIEF

[1] The last four digits of the Debtor's federal tax identification number is 0967. The mailing address for the Debtor is 1111 Howe Ave., Suite 505, Sacramento, CA 95825.

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I, Jonathan Raymond, hereby declare as follows:

1. I am the Executive Director of Highlands Community Charter and Technical Schools ("HCCTS" or the "Debtor"), a non-profit public benefit corporation organized under the laws of the State of California, and the above-captioned debtor and debtor-in-possession in this voluntary chapter 11 case (the "Chapter 11 Case") filed on the date hereof (the "Petition Date") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). I submit this declaration (this "Declaration") in support of the *Debtor's Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtor to (A) Pay Prepetition Wages, Salaries, and Other Compensation, (B) Continue Employee Benefits, (C) Honor Certain Prepetition Obligations Related Thereto; and (II) Granting Related Relief* (the "Motion"). The Motion seeks entry of orders, substantially in the form attached to the Exhibit List as **Exhibit A** and **Exhibit B** (the "Interim Order" and the "Final Order," respectively) filed concurrently herewith: (i) authorizing the Debtor to (a) pay prepetition wages, salaries, and other compensation, (b) continue employee benefits, (c) honor certain prepetition obligations related thereto; (ii) scheduling a final hearing; and (iii) granting related relief. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

2. Except as otherwise indicated, all facts in this Declaration are based upon my personal knowledge, my discussions with others in the Debtor's management team and the Debtor's advisors, my review of relevant documents and information concerning the Debtor's operations, financial affairs, and restructuring initiatives, or my opinions based upon my experience and knowledge. The documents referenced herein, or otherwise relied upon for purposes of this Declaration, are business records of the Debtor, prepared and kept in the ordinary course of the regularly conducted business activities of the Debtor and used by me for those purposes. I am over the age of eighteen and authorized to submit this Declaration on behalf of the Debtor. If called upon as a witness, I could and would testify competently to the facts set forth in this Declaration.

A. General Background

3. The Debtor filed the Chapter 11 Case on the Petition Date. The Debtor is operating its business and managing its properties as a debtor in possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in this Chapter 11 Case, and no committees have been appointed or designated.

4. The Debtor is a California non-profit public benefit corporation that owns, manages and operates two adult-serving charter schools in Sacramento County: Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA" and, together with HCCS, the "Schools"). The Twin Rivers Unified School District ("Twin Rivers") issued the current charters (the "Charters") that authorize HCCTS to operate both HCCS and CICA. Since opening in August 2014, HCCTS has served approximately 60,000 students. The Debtor is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986. A more detailed description of the Debtor, including its current and historical business operations and the events precipitating the Chapter 11 Case, are set forth in the *Declaration of Jonathan Raymond in Support of Chapter 11 Petition and First Day Motions* (the "First Day Declaration"), which is incorporated herein by reference.

B. The Debtor's Workforce

5. As of the Petition Date, the Debtor has a workforce of approximately 167 employees (collectively, the "Employees"), of whom approximately 38 are paid hourly and the remainder are paid on a salaried basis, including management and human resources personnel, teachers, pupil support staff, certificated supervisors and administrators, classified supervisors and administrators, instructional aides, and maintenance, clerical, technical, and office staff. The Debtor also utilizes approximately six independent contractors to support back-office functions such as accounting, budgeting, and compliance reporting (collectively, the "Independent Contractors").

6. The Employees and Independent Contractors perform functions essential to the Debtor's ability to continue providing educational services to students, and any delay in paying prepetition Employee Compensation and Benefits when due could cause personal hardship to the

Employees, adversely affect morale and workforce stability, and jeopardize the success of this Chapter 11 Case. In my view, the Debtor's continued operations, including uninterrupted delivery of educational services, would be significantly impaired if Employees do not report for work or seek alternative employment as a result of nonpayment, and at this early stage of the Chapter 11 Case, the Debtor cannot risk such disruption.

C. Employee Compensation and Benefits Programs

7. In the ordinary course of business, the Debtor maintains, and incurs obligations on account of, a variety of compensation and benefits programs related to its Employees (collectively, the "Employee Compensation and Benefits").

8. The Debtor's Employee Compensation and Benefits programs and the estimated outstanding prepetition amounts owed as of the Petition Date on account of each are set forth in the following table:

Employee Compensation and Benefits	Interim Amount	Final Amount[2]
Employee Wages	$311,225	$311,225
Payroll & Administrative Service Fees	$8,136	$8,136
Independent Contractor Compensation	$360	$360
Withholding Obligations	$271,152	$271,152
Reimbursable Expenses	$10,103	$10,103
Unemployment Obligations	$723,600	$723,600
Employee Leave Benefits	$241,242	$241,242
Health and Welfare Benefits	$57,345	$57,345
Retirement Savings Plans	$277,497	$277,497
Total:	**$1,900,660**	**$1,900,660**

9. Subject to the Court's approval, the Debtor intends to continue its prepetition Employee Compensation and Benefits in the ordinary course of business, including its right to

[2] For the avoidance of doubt, the amounts listed in the "Final Amounts" column are inclusive of the amounts listed in the "Interim Amounts" column.

modify, change, or discontinue any program or implement new ones in its sole discretion, subject to applicable law.

D. Employee Wages

10. The Debtor incurs obligations to its Employees for wages, salaries, and related obligations (the "Employee Wages"), paid on a semi-monthly basis. On average, the Debtor pays approximately $1,401,579 per month on account of net Employee Wages, excluding taxes and deductions discussed below. The Debtor last ran payroll on October 2, 2026, with the next cycle scheduled for October 22, 2026.

11. As of the Petition Date, the Debtor estimates that it owes approximately $311,225 on account of accrued Employee Wages, approximately all of which is currently or will become payable during the first 26 days of this Chapter 11 Case (the "Interim Period").

E. Payroll and Administrative Service Fees

12. The Debtor pays third-party service providers for payroll processing and related back-office functions: Paylocity Corporation ("Paylocity"), which handles payroll processing, tax computation and withholding, and payroll transfer administration, and Charter School Management Corporation ("CSMC"), which provides accounting, budgeting, compliance reporting, retirement reporting, accounts payable and receivable support, and human resources support under a multi-year contract running from June 1, 2026 through June 30, 2029 (collectively, the "Payroll and Administrative Service Fees"). Specifically, Paylocity is responsible for ensuring that (i) Employees are paid on time, (ii) appropriate deductions are made, (iii) payroll reporting is accurate, and (iv) appropriate amounts are remitted to the applicable taxing authorities and other payees. On average, the Debtor pays Paylocity approximately $2,800 per month in fees (the "Paylocity Fees"). CSMC's fees are calculated at 1.5% of the Debtor's total revenue per year, subject to a minimum annual fee of $100,000, and paid monthly (the "CSMC Fees"). As of the Petition Date, the Debtor estimates that it owes approximately $640 to Paylocity and owes approximately $7,497 to CSMC on account of prepetition Paylocity Fees and accrued CSMC Fees, respectively.

13. As of the Petition Date, the Debtor estimates that it owes approximately $8,136 in the aggregate on account of accrued Payroll and Administrative Service Fees, approximately all of which is currently or will become payable during the Interim Period.

F. Independent Contractor Compensation

14. The Debtor generally makes payments on account of services provided by the Independent Contractors (the "Independent Contractor Compensation") on a monthly basis pursuant to its service agreements with them, averaging approximately $34,000 per month. As of the Petition Date, the Debtor estimates that it owes approximately $300 on account of accrued Independent Contractor Compensation, approximately all of which is currently or will become payable during the Interim Period.

G. Withholding Obligations

15. Each pay period, the Debtor deducts amounts from Employees' gross payroll for retirement plan contributions, health care and insurance premiums, flexible spending plan contributions, legally ordered deductions, voluntary "summer savings" contributions by teachers and other employees that do not work regular hours over summer break, and other miscellaneous deductions (collectively, the "Payroll Deductions"), which Paylocity generally remits to the appropriate third-party recipients on each payroll date, averaging approximately $156,554 per month. In addition, applicable law requires the Debtor to withhold amounts from Employees' gross pay for federal, state, local, and foreign income taxes, including Social Security and Medicare taxes (the "Employee Payroll Taxes"), and to match, from its own funds, Social Security and Medicare taxes and federal unemployment insurance based on a percentage of gross payroll (the "Employer Payroll Taxes," and together with the Employee Payroll Taxes, the "Payroll Taxes," and together with the Payroll Deductions, the "Withholding Obligations"). As of the Petition Date, the Debtor estimates that it owes approximately $192,424 on account of accrued Payroll Deductions, approximately all of which is currently or will become payable during the Interim Period. Payroll Taxes are processed and forwarded by Paylocity to the appropriate taxing authorities in accordance with their remittance intervals and deadlines, and average approximately $251,939 per month. As of the Petition Date, the Debtor estimates that it owes approximately

$78,727 on account of accrued Payroll Taxes, approximately all of which is currently or will become payable during the Interim Period.

H. Reimbursable Expenses

16. In the ordinary course of business, the Debtor reimburses Employees, or pays invoices on their behalf, for ordinary and reasonable business expenses such as transportation, mileage, meals, classroom and instructional supplies, and professional development (collectively, the "Reimbursable Expenses"), subject to submission of documentation and approval by the Debtor's accounting department. Due to their irregular, as-incurred nature, the exact amount outstanding as of the Petition Date is difficult to determine; the Debtor estimates that it owes approximately $10,103 in accrued Reimbursable Expenses, approximately all of which is currently or will become payable during the Interim Period.

I. Unemployment Obligations

17. The Debtor, as a "reimbursing" employer under California Unemployment Insurance Code § 803(b)(1), does not make ongoing payroll-tax contributions to the Unemployment Fund, but instead reimburses it dollar-for-dollar for the actual cost of unemployment benefits paid to former Employees and charged to its account, including in connection with the Debtor's recent reduction in force (the "Unemployment Reimbursement Obligations"). The Debtor's share is billed by the EDD in arrears, generally quarterly, and the Debtor's third-party unemployment claims processor separately invoices the Debtor for processing fees (the "Unemployment Administration Fees," and together with the Unemployment Reimbursement Obligations, the "Unemployment Obligations"). As of the Petition Date, the Debtor estimates that it owes approximately $723,600 on account of accrued but unpaid Unemployment Obligations, approximately all of which is currently or will become payable during the Interim Period.

J. Employee Benefits

18. In the ordinary course of business, the Debtor makes various benefits programs available to the Employees and their dependents, including Employee Leave Benefits, Health and

Welfare Benefits, the Retirement Savings Plans, and Other Voluntary Benefits (each as defined below and, collectively, the "Employee Benefits").[3]

1. Employee Leave Benefits

19. The Debtor offers Employees a variety of paid and unpaid leave-related benefits, including paid sick leave, holidays, vacation, bereavement leave, jury duty and witness duty leave, unpaid discretionary leave, leave under the Debtor's Medical Emergency Leave-Sharing Program, and other leave required by California and federal law (collectively, the "Employee Leave Benefits"). Eligible Employees are allotted 10 days (80 hours) of paid sick leave ("PSL") per fiscal year. PSL does not carry a cash value and is not paid out to Employees upon termination of employment.

20. In addition, the Debtor observes 12 paid holidays per year for eligible classified Employees. Classified Employees and administrators who work at least a 249-day calendar are eligible for paid vacation that accrues based on employment status and length of service with the Debtor: classified Employees with 5 years of service or less accrue 80 hours per year; classified Employees with more than 5 years of service accrue 160 hours per year; and administrators accrue 160 hours per year, subject to a cap of 150% of the Employee's annual accrual amount. Teachers, Employees on a 240-day calendar, and part-time Employees are not eligible for vacation. As required under California law, the Debtor pays Employees their accrued and unused vacation upon termination of employment.

21. The Debtor also provides Employees up to 5 days of paid bereavement leave upon the death of an immediate family member, and up to 10 days of paid leave for jury duty or witness duty. Employees are also eligible for up to 80 hours per year of unpaid discretionary leave, which renews each school year.

[3] The descriptions of the Employee Benefits programs contained in this Declaration are provided for convenience only and are qualified in all respects by the actual terms of such programs.

22. In addition, the Debtor maintains a Medical Emergency Leave-Sharing Program, which allows Employees who have exhausted their own paid leave to receive leave donated by other Employees, subject to a cap of 480 donated hours within any rolling 12-month period. The Debtor also provides up to 5 days of unpaid reproductive loss leave, and other leave required under California and federal law, including the Family and Medical Leave Act, the California Family Rights Act, and leave for pregnancy disability, military service, and victims of qualifying acts of violence. These leave benefits generally do not involve incremental cash outlays by the Debtor beyond its standard payroll obligations.

23. As of the Petition Date, the Debtor estimates that it carries approximately $241,242 in accrued and unused paid leave obligations on its books. This amount, however, is not a current cash payment obligation as Employees are only entitled to cash payments for accrued and unused paid leave upon the occurrence of specific circumstances, such as termination. The Debtor anticipates that the Employees will utilize any accrued paid leave in the ordinary course of business, which will not create any material cash flow burdens beyond the Debtor's normal payroll obligations.

2. Health and Welfare Benefits

24. The Debtor offers eligible Employees the Medical Benefits, Life Insurance and Disability Benefits, ID Theft Protection Program, Employee Assistance Program, Workers' Compensation Program, and Other Voluntary Benefits (each as defined below and, collectively, the "Health and Welfare Benefits"), described further below, through a variety of carriers. As of the Petition Date, the Debtor estimates that it owes approximately $57,345 in the aggregate on account of accrued Health and Welfare Benefits obligations, approximately all of which is currently or will become payable during the Interim Period.

i. Medical Benefits

25. The Debtor offers eligible Employees and their dependents medical care and prescription drug coverage through a health maintenance organization plan with either Kaiser

Permanente or Sutter Health Plus, depending on the Employee's location (collectively, the "Medical Plans"). The Debtor pays 100% of the premium cost for employee-only coverage and a majority of the premium cost for dependent coverage under the Medical Plans, with the remaining portion of dependent premiums paid by the enrolled Employee through pre-tax Payroll Deductions. On average, the Debtor pays approximately $290,759 per month in premiums on account of the Medical Plans. As of the Petition Date, the Debtor estimates that it owes approximately $22,982 in accrued and unpaid premiums under the Medical Plans.

26. The Debtor also offers eligible Employees and their dependents dental coverage through Delta Dental (the "Dental Plans"). The Debtor pays the premiums for the Dental Plans on a monthly basis, averaging approximately $19,200 per month. As of the Petition Date, the Debtor estimates that it owes approximately $1,391 in accrued and unpaid premiums under the Dental Plans.

27. In addition, the Debtor offers eligible Employees and their dependents vision coverage through VSP Vision Care (the "Vision Plan"). The Debtor pays the premiums for the Vision Plan on a monthly basis, averaging approximately $1,581 per month. As of the Petition Date, the Debtor estimates that it owes approximately $4,505 in accrued and unpaid premiums under the Vision Plan.

28. The Debtor also offers eligible Employees the opportunity to participate in a flexible spending account program administered by WEX, through which Employees may set aside pre-tax funds for eligible healthcare and dependent care expenses (the "FSA Program"). On average, the Debtor contributes approximately $4,175 per month in the aggregate to participating Employees' health care flexible spending accounts in connection with the FSA Program. Employee contributions are withheld from participants' pre-tax payroll and are included in the

estimated amount of Payroll Deductions discussed above. As of the Petition Date, the Debtor estimates that it owes approximately $954 in accrued obligations under the FSA Program.

29. Finally, as required by the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Debtor offers eligible former Employees and their dependents the opportunity to continue their healthcare coverage following a qualifying event. Terminated Employees who elect COBRA coverage pay 100% of the applicable premiums and administrative fees, and the Debtor does not incur any out-of-pocket cost on account of COBRA (together with the Medical Plans, the Dental Plans, the Vision Plan, and the FSA Program, collectively, the "Medical Benefits"). Costs under each of the Medical Benefits vary based on an Employee's elections and covered dependents, and the Debtor makes payments under each on a monthly basis.

ii. Life Insurance and Disability Benefits

30. The Debtor provides eligible Employees, at no cost to the Employee, basic life insurance and accidental death and dismemberment ("AD&D") coverage through Lincoln Financial Group ("Lincoln"), in an amount equal to two times the Employee's annual salary, up to a maximum of $500,000, subject to age-based reductions in coverage beginning at age 65 (the "Basic Life & AD&D Insurance Plan"). The Debtor pays the premiums for the Basic Life & AD&D Insurance Plan directly to Lincoln.

31. In addition, eligible Employees may purchase supplemental life and AD&D coverage for themselves and their dependents, in increments of $10,000, up to a maximum of $250,000 or five times the Employee's annual salary, whichever is less (collectively, the "Supplemental Life and AD&D Insurance Plans"). The Supplemental Life and AD&D Insurance Plans are funded entirely through Employee contributions, which are processed as Payroll Deductions.

32. The Debtor also provides eligible Employees short-term and long-term disability coverage through Lincoln, at no cost to the Employee (collectively, the "Disability Plans" and,

together with the Basic Life & AD&D Insurance Plan and the Supplemental Life and AD&D Insurance Plans, the "Life Insurance and Disability Benefits"). The short-term disability plan pays between 20% and 60% of an Employee's pre-disability earnings, up to $1,500 per week, beginning on the 7th day of disability and continuing for up to 12 weeks. The long-term disability plan pays 60% of an Employee's pre-disability earnings, up to $10,000 per month, beginning after a 90-day elimination period and continuing through age 65 or the Employee's Social Security normal retirement age, as applicable. The Debtor pays the premiums for the Disability Plans directly to Lincoln. The Debtor makes payments on account of the Life Insurance and Disability Benefits monthly. On average, the Debtor pays approximately $6,573 per month on account of the Life Insurance and Disability Benefits. As of the Petition Date, the Debtor estimates that it owes approximately $4,993 in accrued obligations under the Life Insurance and Disability Benefits.

iii. ID Theft Protection Program

33. The Debtor offers eligible Employees identity theft protection coverage through Allstate Identity Protection, including credit monitoring, fraud alerts, and up to $1,000,000 each in identity theft insurance and cybercrime reimbursement coverage (the "ID Theft Protection Program"), at no cost to the Employee for individual coverage. On average, the Debtor pays approximately $910 per month for employer-paid coverage, and estimates it owes approximately $2,237 in accrued obligations as of the Petition Date.

iv. Employee Assistance Program

34. The Debtor provides eligible Employees and their household members with a confidential employee assistance program through Optum at no cost, including up to five in-person counseling sessions per issue per year and unlimited phone and online access (the "Employee Assistance Program"). On average, the Debtor pays approximately $148 per month, and estimates that it owes approximately $163 in accrued obligations as of the Petition Date.

v. Workers' Compensation Program

35. The Debtor maintains workers' compensation insurance (the "Workers' Compensation Program") through a policy with WCF National Insurance Company ("WCF") for the term July 1, 2026, through July 1, 2027, providing statutory workers' compensation and employers' liability coverage. On average, the Debtor pays approximately $16,485 per month in premiums and fees, and estimates that it owes approximately $20,120 in accrued prepetition premiums and fees as of the Petition Date. As of the Petition Date, there are approximately 34 open claims under the Workers' Compensation Program, which the Debtor must continue to process and pay regardless of when the underlying liability arose in order to comply with applicable law during this Chapter 11 Case.

36. Because the Debtor is statutorily and/or contractually obligated to maintain the Workers' Compensation Program, its inability to do so could result in adverse legal consequences that materially disrupt the Debtor's restructuring process. The Debtor intends to continue [4]contesting in good faith, as appropriate in the Debtor's business judgment, disputed claims and amounts related to the Workers' Compensation Program, if any.

vi. Other Voluntary Benefits

37. The Debtor offers eligible Employees the option to enroll in various additional voluntary benefit programs, including voluntary accident insurance, voluntary critical illness insurance, and voluntary hospital indemnity insurance, each provided through The Hartford (collectively, the "Other Voluntary Benefits"). Enrollment in the Other Voluntary Benefits is fully elective and paid for entirely by enrolled Employees at group rates. The Debtor withholds the applicable premiums from enrolled Employees' paychecks and remits those amounts to The Hartford on the Employees' behalf. Such withholdings are accounted for as part of the Payroll Deductions discussed herein. The Debtor does not make any employer contributions on behalf of enrolled Employees with respect to the Other Voluntary Benefits.

[4] The Debtor's Workers' Compensation Program may change postpetition in the ordinary course of business due to changes in applicable laws and regulations, and the Debtor's ability to meet requirements thereunder.

3. Retirement Savings Plans

38. The Debtor provides eligible Employees retirement benefits through CalSTRS, the 401(a) Plan, the 403(b) Plan, and the 457 Plan (each as defined below and, collectively, the "Retirement Savings Plans"). Eligible certificated Employees participate in the California State Teachers' Retirement System ("CalSTRS"), a defined benefit retirement plan to which the Debtor is required by law to make employer contributions each pay period, calculated as a percentage of each participating Employee's creditable compensation. On average, the Debtor contributes approximately $267,702 per month to CalSTRS.

39. Eligible classified Employees who work 30 or more hours per week also participate in a defined contribution retirement plan under Section 401(a) of the Internal Revenue Code, administered by TCG Administrators (the "401(a) Plan"). Under the 401(a) Plan, the Debtor contributes 10% of each participating Employee's compensation, and the Employee is required to contribute a matching 5% of compensation, which is processed as a Payroll Deduction. Employee and employer contributions under the 401(a) Plan vest immediately. On average, the Debtor contributes approximately $72,424 per month to the 401(a) Plan. As of the Petition Date, the Debtor estimates that it owes approximately $233,588 in the aggregate on account of prepetition employer contribution obligations under CalSTRS and the 401(a) Plan.

40. Prior to the Petition Date, the Debtor received refunds from CalSTRS of excess contributions attributable to certain former employees (the "CalSTRS Refunds"). Under CalSTRS's refund process, CalSTRS returns both the employee and employer portions of the excess contributions to the Debtor as the remitting employer, and the Debtor is responsible for returning the employee portion to the applicable former employees, net of any authorized adjustments. The Debtor retains the employer portion of any such excess contributions. As of the Petition Date, the Debtor has not yet remitted the employee portion of CalSTRS Refunds owed to approximately 170 former employees, totaling approximately $43,909 in the aggregate.

i. 403(b) and 457 Plans

41. The Debtor also offers all eligible Employees the opportunity to participate in a 403(b) defined contribution plan (the "403(b) Plan") and/or a 457 deferred compensation plan (the "457 Plan"), funded entirely through voluntary Employee pre-tax or Roth payroll deferrals processed as Payroll Deductions, with no employer contribution. As of the Petition Date, the Debtor does not owe any employer contribution amounts on account of either plan.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed this 4th day of October, 2026, at Sacramento, California.

Signed by:
Jonathan Raymond
CD25C9FE304D4D7...

Jonathan Raymond