

NUCS Board Meeting 2/11/20 4:00pm

Agenda Item 1.

CALL TO ORDER/AGENDA

Subject:

1.1 Pledge of Allegiance

1.2 Agenda: Items to be removed from the agenda or changes to the agenda will be made at this time.

Action Requested:

1.1 None

1.2 Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

1.2 A trustee, administrator or a member of the public may request that an item be removed from the agenda or the order of the agenda be changed at the pleasure of the Board.

Agenda items may be added to the agenda if an “emergency situation” exists or “immediate action” is needed.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Jere Cox

Agenda Item 2.

CONSENT AGENDA

A trustee can have an item removed from the Consent Agenda and given individual consideration for action as a regular agenda item. An administrator or a member of the public may request that an item be removed from the Consent Agenda and given individual consideration for action as a regular agenda item at the pleasure of the Board.

Subject:

2.1 Consideration of Approval of Warrants & Payroll for NU-Humboldt Charter School

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

This is a monthly process. The warrants and payroll totals are inspected and clarification is given if needed. See attached.

Fiscal Implications:

Warrants: NU-Humboldt Charter School - \$70,555.42

Payroll: NU-Humboldt Charter School - \$90,221.44

Contact Person/s: Shari Lovett, Tammy Picconi

HUMBOLDT COUNTY OFFICE OF EDUCATION
Employee Payroll Earnings Prelist

JAN PRELIST

Pay Cycle: 01 Cycle Type: R W-Date: 01/29/2021
Pay Cal: CEMEND, CLMEND

Fiscal Year: 2021

75 Northern United Humboldt

Payroll Totals - District 75	58	First Time Paid Employees	0	STRS P/U	21.0	B/O	0.0	REG	0.0	RET	1
Total Employees Paid				NWP/U	12.0	B/O	0.0	REG	0.0		
Receiving Warrants	12	DNP Payout only	0	PERS P/U	11.0	B/O	0.0	REG	0.0	RET	1
				NWP/U	7.0	B/O	0.0	REG	0.0		
EFT Payments	46	EFT/Prenote Restriction	0	Non-Mem	5.0	ARS	0.0				
		EFT/Prenote (Receiving Warrant)	0								

Salary Totals	Position	Longevity	Shift	Oth Base	Tot Base	Non-Base	GROSS
	195,844.50	0.00	0.00	0.00	195,844.50	38,647.92	234,492.42

Totals By Pty

P	POSITION- MAGIC	195,844.50	PA	POSITION ADJ	0.00	PD	POSITION DOCK	0.00
PR	POSITION- RETRO	0.00	PX	GENERATED ADJ	0.00	PY	GENERATED ADJ 2	0.00
PZ	GENERATED ADJ 3	0.00	PT	GENERATED ADJ 4	0.00	PU	GENERATED ADJ 5	0.00
PV	GENERATED ADJ 6	0.00	PK	POSITION DOCK %	0.00	O	OTHER BASE EARN	0.00
OA	OTHER BASE ADJ	0.00	OD	OTHER BASE DOCK	0.00	M	MANUAL PAY LINE	38,647.92
MD	MANUAL DOCK	0.00	R	RATE PAY LINE	0.00	C	CASH INLIEU	0.00
CA	CASH INLIEU ADJ	0.00						

Totals By Earn Type

ADD1	ADD EARN/PERS-STRS C	0.00	ADD2	ADD EARNINGS/NON-CRE	0.00	DNP	DNP **DO NOT	0.00
LONG	LONGEVITY - PAID MON	0.00	MAST	MASTER STIPEND	495.00	NML	NORMAL PAY	232,297.42
NML9	FULL TIME IN ANOTHER	0.00	NMLF	FURLOUGH DAYS DOCK	0.00	STP1	STIPEND/PERS & STRS	0.00
STP2	STIPEND/PERS & STRS	1,700.00	STP3	STIPEND/PERS-NO/STRS	0.00	SUB	SUBSTITUTE	0.00
VACP	VACATION PAYOFF-LUMP	0.00	VACT	VACATION PAYOFF - TE	0.00			

Total Hours: 868.0100 Total Days: 0.0000

Employee Deductions

T403B	0.00	STRS GR	170,560.30	FICA GR	58,469.35	FIT	571	13,586.26	HW DED	23,942.99	SUBJ DNP	57,557.37
T457B	0.00	STRS	17,163.36	FICA	3,625.11	AFIT	81	630.00	VOL DED	0.00	DNP IN	9,592.92
S125	931.13	PERS GR	54,009.87	MEDI GR	233,561.29	SIT	181	4,880.82	INV DED	0.00	DNP OUT	0.00
NTX GR	0.00	PERS	3,780.70	MEDI	3,386.65	ASIT	181	325.00	R403B	0.00	DNP PROJ	48,054.47
NTX RET	20,944.06	ARS GR	0.00	S/B	0.00	EIC	48	0.00	SDI GR	0.00	DNP YTD	48,054.47
FIT GR	212,617.23	SIT GR	212,617.23	ARS	0.00	HSA	21	0.00	SDI	0.00	NET PAY	152,647.48

Employer Costs

STRS	27,545.50	PERS	11,180.08	PERS B/O	0.00	ARS	0.00	FICA	3,625.11	MEDI	3,386.65	HSA	0.00
WC	2,382.36	SUI	116.81	HW	41,984.93	SUI GR	233,561.29	WC GR	233,561.29			TOTAL	90,221.44

ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL

Report Cover Sheet

General Settings

Report Name	ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL
Printed	1/20/2021 4:40:31 PM
District	20
Logon	coejanera
Fiscal Year	2021

Options

Report Type	PostList
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Filters

Production Run	645
District	75

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL
Warrants Dated: 01/20/2021 / EFTs Dated:

Production Run ID: 645
75 Northern United Humboldt

Fiscal Year: 2021

Transmittal: 21000045-0 AUDIT - APRIL A/P 01/13/21

Warrant	Vendor	Vendor Name	Reference	Ln	Fu	Rs	Y	Goal	Func	Obj	Sch	Mgmt	Invoice #	Amount
120777	030248-01	OAK MEADOW INC	PV210474-001	1	62-1100-0-1110-1000-4310-036-0000								INV'S 110087, 11	885.00
				2	62-1100-0-1110-1000-4310-036-0000								INV'S 110087, 11	30.00
													Warrant Amount	915.00
120778	030087-01	HEATHER SCHARLACK	PV210478-001	1	62-1100-0-1110-1000-4310-070-0000								OCT-NOV 2020 REI	584.83
				2	62-0000-0-1110-2700-5950-070-0000								OCT-NOV 2020 REI	85.28
			PV210479-001	1	62-1100-0-1110-1000-4310-070-0000								SEPT-OCT 2020 RE	503.74
				2	62-0000-0-1110-2700-5950-070-0000								SEPT-OCT 2020 RE	30.80
													Warrant Amount	1,204.65
120779	030316-01	SEQUEL LAVA HEIGHTS	PV210477-001	1	62-6512-0-5760-3140-5819-000-0000								DEC 2020 BILLING	12,524.00
													Warrant Amount	12,524.00
120780	030096-01	STAPLES ADVANTAGE	CM210008-001	1	62-7420-0-1193-8100-4391-050-0000								CREDIT FOR INV 3	(50.91)
			PV210480-001	1	62-0000-0-1192-2700-4351-000-0000								INV 3464231320	29.24
			PV210481-001	1	62-7420-0-1110-1000-4399-080-0000								INV 3465129103	1,239.07
			PV210482-001	1	62-7420-0-1110-1000-4310-036-0000								INV 3464898218	6.84
			PV210483-001	1	62-7420-0-1110-1000-4399-030-0000								INV 3464898209	2,973.77
													Warrant Amount	4,198.01
120781	030266-01	TINY EYE THERAPY SERVICES	PV210475-001	1	62-6500-0-5760-1190-5800-000-0000								INV 18520	13.60
			PV210476-001	1	62-6500-0-5760-1190-5800-000-0000								INV 18521	106.40
													Warrant Amount	120.00
				Warrant Totals:	Warrant Count:	5			Total					18,961.66
									Fund 62 Total					18,961.66
				Transmittal Total:	Warrant/EFT Count:	5			Total					18,961.66
									Fund 62 Total					18,961.66
				District Totals:	Warrant/EFT Count:	5			Grand Total					18,961.66
									Fund 62 Total					18,961.66

ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL

Report Cover Sheet

General Settings

Report Name	ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL
Printed	1/28/2021 2:50:42 PM
District	20
Logon	coejanera
Fiscal Year	2021

Options

Report Type	PostList
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Filters

Production Run	648
District	75

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL
Warrants Dated: 01/28/2021 / EFTs Dated:

Production Run ID: 648
75 Northern United Humboldt

Fiscal Year: 2021

Transmittal: 21000047-0 AUDIT - APRIL A/P 1/27/21

Warrant	Vendor	Vendor Name	Reference	Ln	Fu	Rs	Y	Goal	Func	Obj	Sch	Mgmt	Invoice #	Amount
121522	030004-01	DENNIS AMBROSINI	PV210503-001	1	62-0000-0-1195-8700-5612-060-0000								FEB 2021 RENT Warrant Amount	2,500.00 2,500.00
121523	030005-01	CAMPTON PLAZA	PV210505-001	1	62-0000-0-1195-8700-5612-000-0000								FEB 2021 RENT Warrant Amount	5,288.00 5,288.00
121524	030006-01	CUTTEN COMMUNITY CHURCH	PV210504-001	1	62-0000-0-1195-8700-5612-030-0000								FEB 2021 RENT Warrant Amount	5,000.00 5,000.00
121525	030008-01	PETER JAY DAGGETT	PV210506-001	1	62-0000-0-1195-8700-5612-050-0000								FEB 2021 RENT Warrant Amount	3,500.00 3,500.00
121526	030007-01	HADLEY RANCH	PV210507-001	1	62-0000-0-1195-8700-5612-000-0000								FEB 2021 RENT Warrant Amount	500.00 500.00
121527	030012-01	YUROK TRIBE	PV210508-001	1	62-0000-0-1195-8700-5612-040-0000								FEB 2021 RENT AN	3,500.00
				2	62-0000-0-1195-8700-5612-040-0000								FEB 2021 RENT AN Warrant Amount	400.00 3,900.00
			Warrant Totals:										Warrant Count: 6	Total Fund 62 Total 20,688.00
			Transmittal Total:										Warrant/EFT Count: 6	Total Fund 62 Total 20,688.00
			District Totals:										Warrant/EFT Count: 6	Grand Total Fund 62 Total 20,688.00

ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL

Report Cover Sheet

General Settings

Report Name	ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL
Printed	1/7/2021 4:05:51 PM
District	20
Logon	coejanera
Fiscal Year	2021

Options

Report Type	PostList
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Filters

Production Run	642
District	75

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL
Warrants Dated: 01/07/2021 / EFTs Dated:

Production Run ID: 642
75 Northern United Humboldt

Fiscal Year: 2021

Transmittal: 21000043-0 AUDIT - APRIL A/P 01/06/21

Warrant	Vendor	Vendor Name	Reference	Ln	Fu	Rs	Y	Goal	Func	Obj	Sch	Mgmt	Invoice #	Amount
119861	030324-01	RUDY BREUNING	PV210459-001	1	62-0000-0-1110-1000-5201-000-0000								DEC 2020 MILEAGE	75.90
			PV210460-001	1	62-0000-0-1110-1000-5201-000-0000								MATERIALS & SUPP	55.20
				2	62-7420-0-1110-1000-4310-065-0000								MATERIALS & SUPP	7.99
													Warrant Amount	139.09
119862	030046-01	FRONTIER COMMUNICATIONS	PV210462-001	1	62-0000-0-1192-2700-5909-000-0000								7076293634071518	261.26
													Warrant Amount	261.26
119863	030061-01	GREAT AMERICAN FINANCIAL SERV	PV210463-001	1	62-0000-0-1192-2700-5637-000-0000								INV 28335618	220.04
				2	62-0000-0-1110-2700-5637-000-0000								INV 28335618	220.04
													Warrant Amount	440.08
119864	030075-01	JIVE COMMUNICATIONS	PV210464-001	1	62-0000-0-1110-2700-5909-000-0000								INV IN100136624	198.88
													Warrant Amount	198.88
119865	030159-01	NORTH COAST JOURNAL	PV210465-001	1	62-0000-0-1192-2700-5831-000-0000								INV'S 2020-66710	1,400.00
													Warrant Amount	1,400.00
119866	030026-01	P G & E	PV210466-001	1	62-0000-0-1193-8100-5520-000-0000								56853370569	602.91
													Warrant Amount	602.91
119867	030175-01	PITNEY BOWES INC	PV210467-001	1	62-0000-0-1110-2700-5950-000-0000								INV 1016999543	113.14
													Warrant Amount	113.14
119868	030059-02	PITNEY BOWES PURCHASE POWER	PV210468-001	1	62-0000-0-1110-2700-5950-000-0000								8000909000695077	11.18
													Warrant Amount	11.18
119869	030028-01	SECURITY LOCK & ALARM	PV210469-001	1	62-0000-0-1193-8100-5800-000-0000								INV 20217090	328.50
													Warrant Amount	328.50
119870	030077-01	DANA SILVERNALE	PV210470-001	1	62-6500-0-5770-1120-5201-000-0000								NOV 2020 MILEAGE	127.08
			PV210471-001	1	62-6500-0-5770-1120-5201-000-0000								DEC 2020 MILEAGE	123.05
													Warrant Amount	250.13
119871	030330-01	SPEECH LANGUAGE HEARING SERVIC	PV210472-001	1	62-6500-0-5760-1190-5800-000-0000								1210	3,752.50
													Warrant Amount	3,752.50
119872	030110-01	STATE OF CALIFORNIA EDD	PV210461-001	1	62-0000-0-0000-0000-9540-000								QUARTER ENDING 1	358.04
													Warrant Amount	358.04

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL
Warrants Dated: 01/07/2021 / EFTs Dated:

Production Run ID: 642
75 Northern United Humboldt

Fiscal Year: 2021

Transmittal: 21000043-0 AUDIT - APRIL A/P 01/06/21

Warrant Totals:	Warrant Count:	12	Total	7,855.71
			Fund 62 Total	7,855.71
Transmittal Total:	Warrant/EFT Count:	12	Total	7,855.71
			Fund 62 Total	7,855.71

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL
Warrants Dated: 01/07/2021 / EFTs Dated:

Production Run ID: 642
75 Northern United Humboldt

Fiscal Year: 2021

Transmittal: 21000044-0 AUDIT - APRIL A/P 01/06/21

Warrant	Vendor	Vendor Name	Reference	Ln	Fu	Rs	Y	Goal	Func	Obj	Sch	Mgmt	Invoice #	Amount
119873	030110-01	STATE OF CALIFORNIA EDD	PV210473-001	1	62	0999	0	0000	0000	9540	000		PERIOD ENDING 30	249.80
				2	62	0000	0	0000	7200	5881	000	0000	PERIOD ENDING 30	24.98
				3	62	0000	0	0000	7200	5881	000	0000	PERIOD ENDING 30	15.20
													Warrant Amount	289.98
Warrant Totals:				Warrant Count:	1	Total								289.98
						Fund 62 Total								289.98
Transmittal Total:				Warrant/EFT Count:	1	Total								289.98
						Fund 62 Total								289.98
District Totals:				Warrant/EFT Count:	13	Grand Total								8,145.69
						Fund 62 Total								8,145.69

ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL

Report Cover Sheet

General Settings

Report Name	ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL
Printed	1/25/2021 5:09:24 PM
District	20
Logon	coejanera
Fiscal Year	2021

Options

Report Type	PostList
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Filters

Production Run	646
District	75

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL
Warrants Dated: 01/25/2021 / EFTs Dated:

Production Run ID: 646
75 Northern United Humboldt

Fiscal Year: 2021

Transmittal: 21000046-0 AUDIT - APRIL A/P 1/22/21

Warrant	Vendor	Vendor Name	Reference	Ln	Fu	Rs	Y	Goal	Func	Obj	Sch	Mgmt	Invoice #	Amount
121218	030091-01	AT&T	PV210484-001	1	62-0000-0-1110-2700-5909-030-0000								70726889825332	203.60
			PV210485-001	1	62-0000-0-1192-2700-5909-000-0000								70726882085223	338.61
			PV210486-001	1	62-0000-0-1110-2700-5909-050-0000								70782256614080	364.33
			PV210502-001	1	62-0000-0-1110-2700-5909-030-0000								861949337	10.21
													Warrant Amount	916.75
121219	030052-01	CITY OF ARCATA	PV210495-001	1	62-0000-0-1193-8100-5530-050-0000								020753001	68.90
			PV210496-001	1	62-0000-0-1193-8100-5530-050-0000								020753000	68.90
													Warrant Amount	137.80
121220	030222-01	DAVID L MOONIE & CO LLP	PV210494-001	1	62-0000-0-0000-7200-5822-000-0000								AUDITING THRU 1/	1,300.00
													Warrant Amount	1,300.00
121221	030048-01	DEPARTMENT OF JUSTICE	PV210499-001	1	62-0000-0-1110-2700-5861-000-0000								BILLING CODE 157	96.00
													Warrant Amount	96.00
121222	030046-01	FRONTIER COMMUNICATIONS	PV210487-001	1	62-0000-0-1192-2700-5909-000-0000								7076293371100516	105.98
			PV210488-001	1	62-0000-0-1192-2700-5909-000-0000								7076293634071518	263.23
													Warrant Amount	369.21
121223	030061-01	GREAT AMERICAN FINANCIAL SERV	PV210500-001	1	62-0000-0-1192-2700-5623-000-0000								INV 28518683	487.83
													Warrant Amount	487.83
121224	030338-01	OFFICE DEPOT INC	PV210490-001	1	62-7420-0-1110-1000-4453-000-0000								INV 147293630001	2,020.15
													Warrant Amount	2,020.15
121225	030026-01	P G & E	PV210497-001	1	62-0000-0-1193-8100-5520-050-0000								020753000	94.58
													Warrant Amount	94.58
121226	030059-02	PITNEY BOWES PURCHASE POWER	PV210498-001	1	62-0000-0-1192-2700-5950-000-0000								8000909000695077	572.37
													Warrant Amount	572.37
121227	030100-01	RAINBOW RESOURCE CENTER	PV210493-001	1	62-7420-0-1110-1000-4310-036-0000								3260658	214.42
													Warrant Amount	214.42
121228	030064-01	RAY MORGAN COMPANY	PV210492-001	1	62-0000-0-1110-1000-5637-050-0000								3192581	38.32
				2	62-0000-0-1192-2700-5637-000-0000								3192581	452.04
				3	62-0000-0-1192-2700-5637-000-0000								3192581	163.96
				4	62-0000-0-1110-2700-5637-040-0000								3192581	49.24
													Warrant Amount	703.56

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL
Warrants Dated: 01/25/2021 / EFTs Dated:

Production Run ID: 646
75 Northern United Humboldt

Fiscal Year: 2021

Transmittal: 21000046-0 AUDIT - APRIL A/P 1/22/21

Warrant (Continued...)	Vendor	Vendor Name	Reference	Ln	Fu	Rs	Y	Goal	Func	Obj	Sch	Mgmt	Invoice #	Amount
121229	030044-01	RECOLOGY HUMBOLDT COUNTY	PV210501-001	1	62-0000-0-1193-8100-5560-040-0000								060777177	114.05
													Warrant Amount	114.05
121230	030015-01	SUDDENLINK	PV210491-001	1	62-0000-0-1110-2700-5922-050-0000								07715117089010	204.13
				2	62-0000-0-1192-2700-5922-000-0000								07715117089010	224.08
				3	62-0000-0-1110-2700-5922-040-0000								07715117089010	219.07
				4	62-0000-0-1110-2700-5922-030-0000								07715117089010	214.07
													Warrant Amount	861.35
121231	030337-01	WHITSON INC	PV210489-001	1	62-4610-0-1193-8500-6400-060-0000								INV 30700	14,872.00
													Warrant Amount	14,872.00
				Warrant Totals:	Warrant Count:	14							Total	22,760.07
													Fund 62 Total	22,760.07
				Transmittal Total:	Warrant/EFT Count:	14							Total	22,760.07
													Fund 62 Total	22,760.07
				District Totals:	Warrant/EFT Count:	14							Grand Total	22,760.07
													Fund 62 Total	22,760.07

Agenda Item 2.

CONSENT AGENDA

A trustee can have an item removed from the Consent Agenda and given individual consideration for action as a regular agenda item. An administrator or a member of the public may request that an item be removed from the Consent Agenda and given individual consideration for action as a regular agenda item at the pleasure of the Board.

Subject:

2.2 Approval of Warrants and Payroll for NU-Siskiyou Charter School (0107, 0126)

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

This is a monthly process. The warrants and payroll totals are inspected and clarification is given if needed. See attached.

Fiscal Implications:

Warrants: NU-Siskiyou Charter School - \$50,781.88

Payroll: NU-Siskiyou Charter School - \$66,719.68

Contact Person/s: Shari Lovett, Tammy Picconi, Kirk Miller

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

RECEIVING WARRANTS	22	GETTING PAID FIRST TIME	0	RET SYSTEM 1/3 OPTION: P	\$0.000
APD TO CU	0	TERMINATED GETTING PAID	0	RET SYSTEM 2/4 OPTION: P	\$0.000
APD TO CHECKING	0	STARTING APD CHECKING NEXT MONTH	0	FICA OPTION:	
APD TO SAVINGS	0	STARTING APD SAVINGS NEXT MONTH	0		
-----		GETTING PAID BALANCE OF CONTRACT	0		
TOTAL GETTING PAID	22				

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
NML	28,740.84	NML	0.00	NML	5,386.00	NML	5,386.00	NML	34,126.84
ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	0.00
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ADJ NML	28,740.84*	ADJ NML	0.00*	ADJ NML	5,386.00*	ADJ NML	5,386.00*	ADJ NML	34,126.84*
STIP	55.00	STIP	0.00	STIP	0.00	STIP	0.00	STIP	55.00
TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*
NON-NML	55.00*	NON-NML	0.00*	NON-NML	0.00*	NON-NML	0.00*	NON-NML	55.00*
TOTAL	28,795.84**	TOTAL	0.00**	TOTAL	5,386.00**	TOTAL	5,386.00**	TOTAL	34,181.84**

TOTAL NUMBER HOURS WORKED: 238.00 TOTAL NUMBER DAYS WORKED: 0.00

GROSS	FED IMP GROSS	NTX GROSS	TSA	RET-TS	FED TAX GROSS	FIT	AFIT
34,181.84	0.00	2,505.84	0.00	2,924.09	28,751.91	1,726.57	155.00
SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI
348.08	50.00	8,998.73	557.93	31,676.00	459.33	0.00	0.00
SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED
0.00	0.00	0.00	24,465.84	2,503.81	6,004.00	420.28	2,605.05
NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR	
25,355.79	0.00	0.00	0.00	0.00	0.00	0.00	
STATE IMP GROSS	STATE TAX GROSS	STRS (C)	STRS (P)	STRS (O)	PERS (C)	PERS (P)	PERS (O)
0.00	28,751.91	1,605.77	898.04	0.00	420.28	0.00	0.00
STRS/SUBJ (C)	STRS/SUBJ (P)	STRS/SUBJ (O)	PERS/SUBJ (C)	PERS/SUBJ (P)	PERS/SUBJ (O)	STRS/SUBJ DBS	STRS DBS
15,665.84	8,800.00	0.00	6,004.00	0.00	0.00	0.00	0.00

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

RECEIVING WARRANTS	21	GETTING PAID FIRST TIME	0
APD TO CU	0	TERMINATED GETTING PAID	0
APD TO CHECKING	0	STARTING APD CHECKING NEXT MONTH	0
APD TO SAVINGS	0	STARTING APD SAVINGS NEXT MONTH	0
-----		GETTING PAID BALANCE OF CONTRACT	0
TOTAL GETTING PAID	21		

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
NML	ADJ	NML	ADJ	NML	ADJ	NML	ADJ	NML	ADJ
28,740.84	0.00	0.00	0.00	3,742.00	0.00	3,742.00	0.00	32,482.84	0.00
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
ADJ NML	28,740.84*	ADJ NML	0.00*	ADJ NML	3,742.00*	ADJ NML	3,742.00*	ADJ NML	32,482.84*
STIP	55.00	STIP	0.00	STIP	0.00	STIP	0.00	STIP	55.00
TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*
NON-NML	55.00*	NON-NML	0.00*	NON-NML	0.00*	NON-NML	0.00*	NON-NML	55.00*
TOTAL	28,795.84**	TOTAL	0.00**	TOTAL	3,742.00**	TOTAL	3,742.00**	TOTAL	32,537.84**

TOTAL NUMBER HOURS WORKED: 158.00 TOTAL NUMBER DAYS WORKED: 0.00

GROSS	FED IMP GROSS	NTX GROSS	TSA	RET-TS	FED TAX GROSS	FIT	AFIT
32,537.84	0.00	2,505.84	0.00	2,916.11	27,115.89	1,602.11	155.00
SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI
332.14	50.00	7,354.73	456.00	30,032.00	435.49	0.00	0.00
SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED
0.00	0.00	0.00	24,465.84	2,503.81	5,890.00	412.30	2,605.05
NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR	
23,985.94	0.00	0.00	0.00	0.00	0.00	0.00	
STATE IMP GROSS	STATE TAX GROSS	STRS (C)	STRS (P)	STRS (O)	PERS (C)	PERS (P)	PERS (O)
0.00	27,115.89	1,605.77	898.04	0.00	412.30	0.00	0.00
STRS/SUBJ (C)	STRS/SUBJ (P)	STRS/SUBJ (O)	PERS/SUBJ (C)	PERS/SUBJ (P)	PERS/SUBJ (O)	STRS/SUBJ DBS	STRS DBS
15,665.84	8,800.00	0.00	5,890.00	0.00	0.00	0.00	0.00

SISKIYOU COUNTY OFFICE OF EDUCATION
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 01/14/2021

DISTRICT: 043 NORTHERN UNITED SISKIYOU
 BATCH: 0107 2021 NUSCS BATCH 0107
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE LN	FD RESC Y OBJT GOAL FUNC SCH LOCAL	DESCRIPTION			
00587409	000002/	BOB STONE				
	PO-210003	1. 62-0000-0-5612-0000-8700-000-00000	FEBRUARY 2020			2,850.00
		WARRANT TOTAL				\$2,850.00
00587410	000004/	CAL-ORE COMMUNICATIONS				
	PO-210010	2. 62-0000-0-5922-0000-2700-000-00000	ACCOUNT#0324007628			22.88
		2. 62-0000-0-5922-0000-2700-000-00000	ACCCOUNT# 0324007628			53.40
		1. 62-0000-0-5922-1110-1000-000-00000	ACCOUNT# 0324007628			32.69
		WARRANT TOTAL				\$108.97
00587411	000022/	CITY OF YREKA				
	PO-210013	1. 62-0000-0-5530-0000-8100-000-00000	ACCCOUNT 012142-001 1121-12/20			84.27
		WARRANT TOTAL				\$84.27
00587412	000215/	GOLDEN ARROW INVESTMENTS				
	PO-210002	1. 62-0000-0-5612-0000-8700-000-00000	FEBRUARY 2021 RENT			3,000.00
		WARRANT TOTAL				\$3,000.00
00587413	000011/	MT SHASTA SPRING WATER				
	PO-210021	1. 62-0000-0-5600-0000-8100-000-00000	INVOICE# 360106			9.65
		WARRANT TOTAL				\$9.65
00587414	000020/	N.C.S.M.I.G.				
	PO-210022	1. 62-0000-0-9514-0000-0000-000-00000	JANUARY MEDICAL 2021			12,857.24
		1. 62-0000-0-9514-0000-0000-000-00000	JANUARY DENTAL 2021			1,349.48
		1. 62-0000-0-9514-0000-0000-000-00000	JANUARY VISION 2021			223.96
		WARRANT TOTAL				\$14,430.68
00587415	000023/	RAY MORGAN COMPANY				
	PO-210012	2. 62-0000-0-5600-0000-2700-000-00000	INVOICE#3187557			141.82
		1. 62-0000-0-5600-0000-7200-000-00000	INVOICE#3187557			60.78
		3. 62-0000-0-5600-1110-1000-000-00000	INVOICE# 3187557			472.75
		WARRANT TOTAL				\$675.35

SISKIYOU COUNTY OFFICE OF EDUCATION
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 01/14/2021

DISTRICT: 043 NORTHERN UNITED SISKIYOU
 BATCH: 0107 2021 NUSCS BATCH 0107
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE				ABA NUM	ACCOUNT NUM	AMOUNT
	REQ#	REFERENCE LN	FD	RESC	Y	OBJT	GOAL FUNC SCH LOCAL	DESCRIPTION	
00587416	000088/	SHASTA SUMMIT PROPERTIES							
		PO-210001	1.	62-0000-0-5612-0000-8700-000-00000				FEBRUARY 2021 RENT	2,500.00
								WARRANT TOTAL	\$2,500.00
00587417	000014/	SHASTA VALLEY PEST CONTROL							
		PO-210025	1.	62-0000-0-5500-0000-8100-000-00000				INVOICE# 122920-5	40.00
								INVOICE# 123120-6	40.00
								WARRANT TOTAL	\$80.00
00587418	000166/	SISKIYOU DISTRIBUTING							
		PO-210028	1.	62-0000-0-4700-0000-3700-000-00000				INVOICE# 396723	224.15
								WARRANT TOTAL	\$224.15
00587419	000005/	SISKIYOU TELEPHONE COMPANY							
		PO-210004	1.	62-0000-0-5912-1110-1000-000-00000				ACCOUNT#4000 01/01-01/31	49.95
								WARRANT TOTAL	\$49.95
00587420	000052/	STAPLES ADVANTAGE							
		PO-210127	1.	62-3210-0-4300-0000-2700-000-00000				INVOICE# 3464690005	103.17
								WARRANT TOTAL	\$103.17
00587421	000054/	TEHAMA COUNTY DEPT OF EDUCATIO							
		PO-210030	2.	62-0000-0-5800-1110-1000-000-00000				INVOICE# 21-00435	3,941.00
								INVOICE# 21-00435	10,000.00
								INVOICE# 21-00435	2,859.00
								WARRANT TOTAL	\$16,800.00
00587422	000221/	THE MACHINE CLEANING SERVICE							
		PO-210100	1.	62-0000-0-5500-0000-8100-000-00000				INVOICE# 12252020BFPC	225.00
								WARRANT TOTAL	\$225.00
00587423	000227/	TURNITIN LLC							
		PO-210130	1.	62-3210-0-5800-1110-1000-000-00000				INVOICE 11208421	250.00
								WARRANT TOTAL	\$250.00
00587424	000189/	WALLACE ENTERPRISE							
		PO-210032	1.	62-0000-0-5800-0000-8100-000-00000				Invoice# 1598	180.00

SISKIYOU COUNTY OFFICE OF EDUCATION
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 01/14/2021

DISTRICT: 043 NORTHERN UNITED SISKIYOU
 BATCH: 0107 2021 NUSCS BATCH 0107
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC SCH LOCAL	DESCRIPTION		
WARRANT TOTAL						\$180.00
00587425	000017/	WELLS FARGO FINANCIAL LEASING				
	PO-210033	2.	62-0000-0-5600-0000-2700-000-00000		INVOICE#5013231423 12/20-01/19	54.13
		2.	62-0000-0-5600-0000-2700-000-00000		INVOICE#5013231422 12/20-01/19	81.98
		3.	62-0000-0-5600-0000-7200-000-00000		INVOICE#5013231423 12/20-01/19	23.20
		3.	62-0000-0-5600-0000-7200-000-00000		INVOICE#5013231422 12/20-01/19	35.14
		1.	62-0000-0-5600-1110-1000-000-00000		INVOICE#5013231422 12/20-01/21	273.28
		1.	62-0000-0-5600-1110-1000-000-00000		INVOICE#5013231423	180.42
WARRANT TOTAL						\$648.15
00587426	000003/	WENDY JAMES				
	PO-210000	1.	62-0000-0-5612-0000-8700-000-00000		FEBRUARY 2021 RENT	2,650.00
WARRANT TOTAL						\$2,650.00
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	18	TOTAL AMOUNT OF CHECKS:	\$44,869.34*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	18	TOTAL AMOUNT:	\$44,869.34*
*** BATCH	TOTALS ***		TOTAL NUMBER OF CHECKS:	18	TOTAL AMOUNT OF CHECKS:	\$44,869.34*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	18	TOTAL AMOUNT:	\$44,869.34*
*** DISTRICT	TOTALS ***		TOTAL NUMBER OF CHECKS:	18	TOTAL AMOUNT OF CHECKS:	\$44,869.34*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	18	TOTAL AMOUNT:	\$44,869.34*

DISTRICT: 043 NORTHERN UNITED SISKIYOU
 BATCH: 0126 2021 NUSCS BATCH 0126
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT GOAL FUNC SCH LOCAL	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
00588076	000157/	INC ALL ABOUT LEARNING PRESS				
		PO-210128	1. 62-0000-0-4300-1110-1000-000-00000		INVOICE# 905417	95.75
			WARRANT TOTAL			\$95.75
00588077	000152/	BAY ALARM COMPANY				
		PO-210009	2. 62-0000-0-5500-0000-8100-000-00000		855066210115M ACCNT 855066	510.00
			WARRANT TOTAL			\$510.00
00588078	000075/	CITY OF MT SHASTA				
		PO-210015	1. 62-0000-0-5530-0000-8100-000-00000		ALME-000219-ALDR-01 1125-1228	77.15
			WARRANT TOTAL			\$77.15
00588079	000050/	VIVIEN HASTERT				
		PO-210131	1. 62-0000-0-5930-1110-1000-000-00000		POSTAGE 3 ROLLS	165.00
			WARRANT TOTAL			\$165.00
00588080	000071/	HUE & CRY INC				
		PO-210018	1. 62-0000-0-5500-0000-8100-000-00000		INVOICE# 770340 0201-0228	190.00
			WARRANT TOTAL			\$190.00
00588081	000024/	LOGMEIN COMMUNICATIONS INC				
		PO-210019	4. 62-0000-0-5912-0000-2700-000-00000		INVOICE# 7100136624	46.11
			2. 62-0000-0-5912-0000-7200-000-00000		INVOICE# 7100136624	19.76
			3. 62-0000-0-5912-1110-1000-000-00000		INVOICE# 7100136624	153.72
			WARRANT TOTAL			\$219.59
00588082	000013/	PACIFIC POWER				
		PO-210007	1. 62-0000-0-5520-0000-8100-000-00000		64034125-002 8 12/03-01/05	1,020.29
			1. 62-0000-0-5520-0000-8100-000-00000		64034125-001 0 12/16-01/18	989.89
			WARRANT TOTAL			\$2,010.18
00588083	000006/	SCHOOL PATHWAYS HOLDINGS LLC				
		PO-210011	1. 62-0000-0-5800-0000-2700-000-00000		INVOICE# 67379	478.50
			WARRANT TOTAL			\$478.50
00588084	000166/	SISKIYOU DISTRIBUTING				
		PO-210028	1. 62-0000-0-4700-0000-3700-000-00000		INVOICE# 397114	20.48

SISKIYOU COUNTY OFFICE OF EDUCATION
 COMMERCIAL WARRANT REGISTER
 FOR WARRANTS DATED 02/02/2021

DISTRICT: 043 NORTHERN UNITED SISKIYOU
 BATCH: 0126 2021 NUSCS BATCH 0126
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC SCH LOCAL	DESCRIPTION		
		1.	62-0000-0-4700-0000-3700-000-00000	invpoce#	397599	158.36
		1.	62-0000-0-4700-0000-3700-000-00000	INVOICE#	397400	20.48
			WARRANT TOTAL			\$199.32
00588085	000052/	STAPLES ADVANTAGE				
	PO-210133	1.	62-3210-0-4300-0000-8100-000-00000	INVOICE#	3465415910	295.51
		1.	62-3210-0-4300-0000-8100-000-00000	INVOICE#	3465415909	1,365.14
			WARRANT TOTAL			\$1,660.65
00588086	000056/	TINY EYE				
	PO-210016	1.	62-6500-0-5800-5770-1120-000-00000	INVOICE#	18519	306.40
			WARRANT TOTAL			\$306.40
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	11	TOTAL AMOUNT OF CHECKS:	\$5,912.54*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	11	TOTAL AMOUNT:	\$5,912.54*
*** BATCH	TOTALS ***		TOTAL NUMBER OF CHECKS:	11	TOTAL AMOUNT OF CHECKS:	\$5,912.54*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	11	TOTAL AMOUNT:	\$5,912.54*
*** DISTRICT	TOTALS ***		TOTAL NUMBER OF CHECKS:	11	TOTAL AMOUNT OF CHECKS:	\$5,912.54*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$.00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$.00*
			TOTAL PAYMENTS:	11	TOTAL AMOUNT:	\$5,912.54*

Agenda Item 2.

CONSENT AGENDA

A trustee can have an item removed from the Consent Agenda and given individual consideration for action as a regular agenda item. An administrator or a member of the public may request that an item be removed from the Consent Agenda and given individual consideration for action as a regular agenda item at the pleasure of the Board.

Subject:

2.3 Approval of Minutes

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

The minutes from prior meetings are inspected, corrected if needed, and approved. This is a routine monthly process for the Board. The minutes for the December 10th, 2020 and January 14th, 2021 board meeting are attached.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Lynda Speck

Northern United Charter Schools
Board of Directors Regular Board Meeting Minutes

December 10, 2020

4 pm

Members Present: Jere Cox, Bianca Garza, Jeff Lanphere and Rosemary Kunkler

Staff: Shari Lovett, Kirk Miller, Lynda Speck, Tammy Picconi, Rebekah Davis, Julie Smith, Reada McConnaughy and Roxy Kennedy

Guests: None

- 1.0 CALL TO ORDER:** Jere Cox called the meeting to order at 4:01 pm.
 - 1.1 PLEDGE OF ALLEGIANCE**
 - 1.2 ADOPT THE AGENDA:** A motion to approve the agenda as amended was made by Rosemary Kunkler and seconded by Bianca Garza (Item 4.9 tabled). Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Jeff Lanphere – Aye and Rosemary Kunkler - Aye. Motion carries.
- 2.0 CONSENT AGENDA:**
 - 2.1** Consideration of Approval of Warrants and Payroll for Northern United-Humboldt Charter School
 - 2.2** Consideration of Approval of Warrants and Payroll for Northern United-Siskiyou Charter School (1104, 1112, 1123)
 - 2.3** Consideration of Approval of Minutes for the November 12, and November 17, 2020 Board Meetings
 - 2.4** Consideration of Approval of Resignations, Hires, Leaves and Change of Assignment
A motion to approve the consent agenda was made by Rosmary Kunkler and seconded by Bianca Garza. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Jeff Lanphere – Aye and Rosemary Kunkler - Aye. Motion carries.
- 3.0 PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA:** Reada McConnaughy spoke about the cost of medical insurance and the amount that the employer contributes. She would like for the Board to consider increasing the amount that the employer contributes toward medical benefits.
- 4.0 ACTION ITEMS TO BE CONSIDERED:**
 - 4.1 Approval of Reopening Criteria:** Shari Lovett explained the criteria. A motion to approve the reopening criteria as it stands was made by Jeff Lanphere and seconded by Rosemary Kunkler. Vote taken: Bianca Garza-Aye, Rosemary Kunkler-Aye, Jeff Lanphere-Aye and Jere Cox-Aye. Motion carries.
 - 4.2 Appointment of Bianca Garza as a Northern United Charter Schools Board Member:** A motion to appoint Bianca Garza to a three-year term on the Northern United Charter Schools' Board of Directors was made by Jeff Lanphere and seconded by Rosemary

Kunkler. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Jeff Lanphere – Aye and Rosemary Kunkler - Aye. Motion carries.

- 4.3 Appointment of Jeff Lanphere as a Northern United Charter Schools Board Member:** A motion to appoint Jeff Lanphere to a three-year term on the Northern United Charter Schools' Board of Directors was made by Rosemary Kunkler and seconded by Bianca Garza. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Jeff Lanphere – Aye and Rosemary Kunkler - Aye. Motion carries.
Bianca Garza and Jeff Lanphere were sworn into office at this time.
- 4.4 Election of Board Officers and Corporate Officers:** A motion was made to appoint: Shari Lovett as President of Northern United Charter Schools Corporation, Lynda Speck as Secretary of Northern United Charter Schools Corporation, Tammy Picconi as Treasurer of Northern United Charter Schools Corporation, Jere Cox as Chair for the Northern United Charter Schools' Board of Directors and Bianca Garza as Vice Chair for the Northern United Charter Schools' Board of Directors by Rosemary Kunkler and seconded by Bianca Garza. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Jeff Lanphere – Aye and Rosemary Kunkler - Aye. Motion carries.
- 4.5 Approval of Northern United Charter Schools Board Meeting Calendar for 2021:** A motion to approve the Northern United Charter Schools' Board Meeting Calendar for 2021 was made by Bianca Garza and seconded by Jeff Lanphere. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Jeff Lanphere – Aye and Rosemary Kunkler - Aye. Motion carries.
- 4.6 Approval of the Siskiyou County Foster Youth Education Transportation Program MOU with Siskiyou County Office of Education and Northern United - Siskiyou Charter School:** A motion to approve the Siskiyou County Foster Youth Education Transportation Program MOU with Siskiyou County Office of Education and Northern United - Siskiyou Charter School was made by Bianca Garza and seconded by Rosemary Kunkler. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Jeff Lanphere – Aye and Rosemary Kunkler - Aye. Motion carries.
- 4.7 Certification of Northern United - Humboldt Charter School's First Interim Budget:** Tammy Picconi presented the first interim report to the board. A motion to approve a positive certification for Northern United - Humboldt's first interim budget was made by Rosemary Kunkler and seconded by Bianca Garza. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Jeff Lanphere – Aye and Rosemary Kunkler - Aye. Motion carries.
- 4.8 Approval of the Budget Overview for Parents for Northern United - Humboldt Charter School:** Shari Lovett explained the overview for parents. A motion to approve the Budget Overview for Parents for Northern United - Humboldt Charter School was made by Jeff Lanphere and seconded by Rosemary Kunkler. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Jeff Lanphere – Aye and Rosemary Kunkler - Aye. Motion carries.
- 4.9 Certification of Northern United - Siskiyou Charter School's First Interim Budget:** This item was tabled.
-

- 4.10 Approval of the Budget Overview for Parents for Northern United - Siskiyou Charter School:** Shari Lovett explained that this overview had to be based on the 45-day budget as Siskiyou's first interim budget was not ready. A motion to approve the Budget Overview for Parents for Northern United - Siskiyou Charter School was made by Rosemary Kunkler and seconded by Bianca Garza. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Jeff Lanphere – Aye and Rosemary Kunkler - Aye. Motion carries.
- 4.11 Approval of the Uniform Complaint Policy and Procedure:** A motion to approve the revised Uniform Complaint Policy and Procedure was made by Bianca Garza and seconded by Rosemary Kunkler. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Jeff Lanphere – Aye and Rosemary Kunkler - Aye. Motion carries.
- 4.12 Approval of the Declaration of Need for Northern United - Humboldt Charter School:** Shari Lovett explained the need of this item. A motion to approve the Declaration of Need for Northern United - Humboldt Charter School was made by Rosemary Kunkler and seconded by Jeff Lanphere. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Jeff Lanphere – Aye and Rosemary Kunkler - Aye. Motion carries.
- 4.13 Approval of the Declaration of Need for Northern United - Siskiyou Charter School:** A motion to approve the Declaration of Need for Northern United - Siskiyou Charter School was made by Jeff Lanphere and seconded by Bianca Garza. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Jeff Lanphere – Aye and Rosemary Kunkler - Aye. Motion carries.

5.0 REPORTS:

- 5.1 Enrollment and Attendance Report:** In packet
- 5.2 Financial Report for Northern United - Humboldt Charter School and Northern United - Siskiyou Charter School:** In packet
- 5.3 Director's Report:** Shari Lovett reported on the following topics:
- State Budget
 - Cafeteria Administrative Audit
 - Cafeteria Procurement Audit
 - Independent Annual Audit
 - Prop 39 Audit
 - Loans
 - Deferrals
- 5.4 Northern United - Humboldt Charter School Report:** In packet
- 5.5 Northern United - Siskiyou Charter School Report:** In packet
- 5.6 Board Report:** Rosemary Kunkler thanked Lacy Conti for the acronym definitions.

6.0 DISCUSSION ITEMS:

- 6.1 Discussion on the Assumption of Risk for Voluntary In-Person Instruction Form:** Shari Lovett introduced the form for Assumption of Risk for In-Person Instruction.

7.0 NEXT BOARD MEETING:

- 7.1 Possible Agenda Items:** Re-opening update, SARC, First Interim for NU-Siskiyou, Internet policy, IRS mileage rates, closed session
-

7.2 Next Board Meeting: Next board meeting is January 14, 2021 at 4:00pm.
8.0 ADJOURNMENT: Jere Cox adjourned the meeting at 5:58pm.

Authorized Board Signature _____ Date _____

Respectfully Submitted By Lynda Speck

Northern United Charter Schools
Board of Directors Regular Board Meeting Minutes

January 14, 2021

4 pm

Members Present: Jere Cox, Bianca Garza, Jeff Lanphere and Rosemary Kunkler (had trouble logging into the meeting so came in late)

Staff: Shari Lovett, Kirk Miller, Lynda Speck, Tammy Picconi, Rebekah Davis, Julie Smith

Guests: Melissa Seymour

- 1.0 CALL TO ORDER:** Jere Cox called the meeting to order at 4:06 pm.
 - 1.1 PLEDGE OF ALLEGIANCE**
 - 1.2 ADOPT THE AGENDA:** A motion to approve the agenda as posted was made by Bianca Garza and seconded by Jeff Lanphere. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Jeff Lanphere – Aye. Motion carries.
- 2.0 CONSENT AGENDA:**
 - 2.1** Consideration of Approval of Warrants and Payroll for Northern United-Humboldt Charter School:
 - 2.2** Consideration of Approval of Warrants and Payroll for Northern United-Siskiyou Charter School (1207, 1215, 1230):
 - 2.3** Consideration of Approval of Minutes for the December 12, 2020 Board Meeting:
 - 2.4** Consideration of Approval of Resignations, Hires, Leaves and Change of Assignment:
A motion to approve the consent agenda was made by Bianca Garza and seconded by Jeff Lanphere. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Jeff Lanphere – Aye. Motion carries.
- 3.0 PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA:** Melissa Seymour complimented the staff at the Cutten Learning Center for the wonderful job that they are doing with her 7th grade student.
- 4.0 ACTION ITEMS TO BE CONSIDERED:**
 - 4.1 Approval of Reopening Criteria:** Shari Lovett went over the criteria and updated the board on the county and state guidelines for reopening. Neither NU-Humboldt or NU-Siskiyou meet the criteria. A motion to table this item until next board meeting was made by Bianca Garza and seconded by Jeff Lanphere. Vote taken: Bianca Garza-Aye, Jeff Lanphere-Aye and Jere Cox-Aye. Motion carries.
 - 4.2 Approval of IRS Mileage Rates for 2021:** A motion to approve the IRS mileage rate was made by Jeff Lanphere and seconded by Bianca Garza. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, and Jeff Lanphere – Aye. Motion carries.
 - 4.3 Approval of School Accountability Report Card for Northern United-Humboldt Charter School:** A motion to approve the School Accountability Report Card for NU-Humboldt

Charter School was made by Jeff Lanphere and seconded by Bianca Garza. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, and Jeff Lanphere – Aye. Motion carries.

4.4 Approval of the School Accountability Report Card for NU-Siskiyou Charter School: A motion was made to approve the School Accountability Report Card for NU-Siskiyou Charter School was made by Bianca Garza and seconded by Jeff Lanphere. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, and Jeff Lanphere – Aye. Motion carries.

4.5 Approval of Acceptable Use Policy: Shari Lovett went over the revisions to the policy. A motion to approve the Acceptable Use Policy was made by Jeff Lanphere and seconded by Bianca Garza. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, and Jeff Lanphere - Aye. Motion carries.

4.6 Approval of the Northern United Charter Schools' Written COVID-19 Prevention Program: Shari Lovett explained that this prevention program is a new requirement for schools. A motion to approve the Northern United Charter Schools' Written COVID -19 Prevention Program was made by Bianca Garza and seconded by Jeff Lanphere. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, and Jeff Lanphere – Aye. Motion carries.

4.7 Approval of the Certification of Northern United-Siskiyou Charter School's First Interim Budget: Tammy Picconi presented her first interim report to the board. A motion to approve the first interim for Northern United-Siskiyou Charter School was made by Jeff Lanphere. Jeff Lanphere then amended his motion to approve a positive certification for Northern United-Siskiyou Charter School's first interim budget. Motion was seconded by Bianca Garza. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Jeff Lanphere – Aye and Rosemary Kunkler - Aye. Motion carries.

5.0 REPORTS:

5.1 Enrollment and Attendance Report: In packet

5.2 Financial Report for Northern United-Humboldt and Northern United-Siskiyou Charter Schools: In packet

5.3 Director's Report: Shari Lovett reported on the following topics:

- Humboldt County Office of Education's letter of approval for NU-Humboldt Charter School's first interim budget
- Prop 39 audit update on findings
- COVID-19 funds from State
- Cash flow, deferrals, and loan update

5.4 Northern United-Humboldt Charter School Report: In packet

5.5 Northern United-Siskiyou Charter School Report: In packet

5.6 Board Report: Board wanted to know how the silent auction went. The school made over \$1000.00. Jere Cox asked about the search for a new facility.

6.0 DISCUSSION ITEMS:

6.1 Discussion of Student Social Media Search Program Implementation: Shari Lovett explained that this is to give the public a chance to comment on our social media search program. We use Securly as our security alert program.

7.0 NEXT BOARD MEETING:

7.1 Possible Agenda Items: Re-opening criteria update, SELPA local plan, Audits, CO-OP Agreement, Con-App, H/W employer amount increase

7.2 Next Board Meeting: Next Board Meeting is February 11, 2021 at 4:00pm.

8.0 ADJOURNMENT: Jere Cox adjourned the meeting at 5:13pm.

Authorized Board Signature _____ Date _____

Respectfully Submitted By Lynda Speck

Agenda Item 2.

CONSENT AGENDA

A trustee can have an item removed from the Consent Agenda and given individual consideration for action as a regular agenda item. An administrator or a member of the public may request that an item be removed from the Consent Agenda and given individual consideration for action as a regular agenda item at the pleasure of the Board.

Subject:

2.4 Consideration of Resignations, Hires, Leaves, and Change of Assignments

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

The Board will approve all new hires, resignations and leaves throughout the year.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Lynda Speck



Northern United Charter Schools

Resignations, Hires, and Leaves

Through the Month of: 2/1/2021

Resignations

Name	Date	Location	Comments
Jane Coover	12/3/2020	Yreka Learning Center	

HIRES

Name	Date	Location	Comments

Leaves

Name	Date	Location	Comments

Change Of Assignment

Name	Date	Location	Comments

Agenda Item 3.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Subject:

3.1 Comments by the Public

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

Board members or staff may choose to respond briefly to Public Comments.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Jere Cox

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.1 Approval of the Reopening Criteria

Action Requested:

Revise and approve, if needed

Previous Staff/Board Action, Background Information and/or Statement of Need:

Summary of previous actions:

As approved at the August 13th Northern United Charter Schools (NUCS) Board of Directors' meeting, the school facilities will remain closed to students until February 1, 2020, which is the first day of the second semester.

On November 12th, the NUCS Board of Directors reviewed criteria for reopening and decided to hold a Special Board meeting on November 17th to further discuss our School Director's recommendation to move forward into the next phase of reopening.

On November 17th, the NUCS Board of Directors voted to move into phase three of our reopening plan. They also approved the criteria that NU-HCS will use to determine when they should close and reopen school facilities moving forward.

On December 10th 2020 and January 14th 2021 the Board of Directors voted to keep the criteria the same and continue with home based independent study.

Reopening criteria:

1. County positivity rate and adjusted case rate: 3% or lower in the prior 7 day period and the adjusted case rate over the last 7 day period remains below 5.
2. County is at an overall community risk level of Minimal (Tier 4) or Moderate (Tier 3) for one week, the school facilities will open. County is at an overall community risk level of Widespread (Tier 1) or Substantial (Tier 2) for any amount of time the school facilities will close.
3. Majority (51%) of the schools within the county are doing a hybrid approach or have open facilities.
4. Each facility is equipped with a three month supply of PPE, an air purification system and a cleaning schedule that allows for staff and student health and safety.
5. A necessary number of staff required to support cohorts as described by the State Public Health cohort guidance.
6. 100% of staff must complete Covid-19 and Integrated Pest Management (IPM) training.
7. Centers must submit and have approved a center-specific reopening plan.

**Data for #1 and #2 will be determined based on the Blueprint for a Safer Economy per the covid19.ca.gov website.*

**Data for #3 will be gathered from HCOE and SCOE collected data.*

**Data for #4, #5 and #7 will be gathered from school administrators.*

**Data for #6 will be gathered from the Keenan Safe Schools summary report.*

Fiscal Implications:

None

Contact Person/s: Shari Lovett

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.2 Approval of the NUCS Comprehensive Safe Schools Plan

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

Schools are required to adopt a comprehensive school safety plan annually. This plan includes all policies related to safety, as well as all safety procedures for staff to follow in case of emergency.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Tammy Picconi

Northern United Charter Schools 2020 - 2021 Comprehensive School Safety Plan



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Comprehensive Safety Plan Purpose & Compliance

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

- Comprehensive School Safety Plans must include the following elements:
- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March of each year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card. Small school districts (with an enrollment of 2,500 students or less) may develop a comprehensive district safety plan to encompass all schools within the district, which would fulfill each individual school's comprehensive safety plan requirement. It is not required that small school districts have their safety plans developed or approved by site councils or designated safety committees;

the plans must only be approved by the district board of trustees. However, a district plan should be developed in cooperation with local law enforcement agencies, community leaders, parents, pupils, teachers, administrators, and others who may be interested in the prevention of campus crime and violence.

Northern United Charter Schools' Guiding Principles

Safety Plan Vision

To support the core vision of Northern United Charter Schools, we strive for a safe learning environment where

1. Students come first.
2. Each student has the right to a personalized education.
3. A continuous cycle of improvement is essential for the success of our students.
4. The success of each student is the shared responsibility of all stakeholders.

Working together with our community, we will provide a safe learning environment by effectively identifying and addressing issues that improve our schools' physical and social climate.

Components of the Comprehensive School Safety Plan

Northern United Charter Schools' School Safety Planning Committee

- Regional Director/ Principal - Northern United - Humboldt Charter School
- Regional Director/ Principal - Northern United - Humboldt Charter School
- Regional Director/ CAASPP Coordinator - Northern United - Siskiyou Charter School
- Learning Center Coordinator/Teacher
- Teacher
- Classified Employees
- Parents

Assessment of School Safety

The following resources were analyzed to develop an understanding of current conditions of school safety and standard practices to develop a comprehensive plan of action and procedures to ensure students, staff, and visitors are provided a safe and secure environment.

- School Needs Assessment
- School Climate Data Summary
- Student Survey Results
- Suspension, Truancy, and Expulsion Data

Based upon the information that is revisited annually, Northern United Charter School families feel safe, welcomed and believe that their students are in an environment conducive to learning. Learning Centers are positioned in areas that do not have high crime rate and provide a safe environment for all who are part of our learning communities.

Safety Strategies and Programs

Northern United Charter Schools' recognize the importance of providing a safe school environment that is conducive to learning and helps ensure student safety and the prevention of student injury. The Director or designee will implement appropriate practices to minimize the risk of harm to students, including, but not limited to, practices relative to school facilities and equipment, the outdoor environment, educational programs and school-sponsored activities. The School Safety Planning Committee will monitor and update strategies and programs on an as need basis.

Child Abuse Reporting Procedures

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his or her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six hours of receiving the information concerning the incident.

Northern United Charter Schools' will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

Emergency Preparedness & Crisis Response Plan

The Northern United Charter Schools' Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. The Director or designee shall develop and maintain a disaster preparedness plan which details provisions for handling emergencies and disasters and which shall be included in the district's comprehensive school safety plan. These plans will be developed in compliance with the California Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). School employees are considered disaster service workers and are subject to disaster service activities assigned to them.

The Northern United Charter Schools' Crisis Response plan is included in the appendices, and accomplishes the following:

- Appendix B: Crisis Response Plan, incorporates strategies of the Incident Command System (ICS), SEMS and NIMS.
- Provides ALICE training (Alert, Lockdown, Inform, Counter, Evacuate).
- Provides emergency contact information for district staff in Appendix B.1: District Staff Emergency Contacts – Confidential.
- Provides emergency contact information for school site staff in Appendix B.2:
 - Campus Staff Emergency Contacts – Confidential.
- Describes the ICS structure for the district crisis response team in Appendix B.4:
 - Northern United Charter Schools' Incident Command System
 - Defines specific evacuation procedures for the district office and school sites developed with considerations for students with physical disabilities in Appendix B.5:
 - District/Campus Emergency Fire Evacuation .
- Provides guidance for emergency response to a variety of potential hazards and incidents, including duck and cover procedures following an earthquake in Appendix C: Emergency Response Guidelines and Appendix D: Types of Emergencies & General Procedures.

(i) Earthquake and Multi-hazard Emergency Procedure System

Northern United Charter Schools' describes the policies for establishing an earthquake emergency procedure system and defines several key procedures including, alignment

with SEMS and NIMS, a definition of drop procedures and a list of response activities to occur during and immediately following an earthquake.

School Suspension, Expulsion and Mandatory Expulsion Guidelines

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and wellbeing of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 et seq. which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 et seq. The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request at each NU-HCS Learning Center.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for suspension and expulsion and is accorded the

same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

A. Involuntary Dismissal

A student may be dismissed from the Charter School by the School Director for any of the following reasons:

Failure to fulfill the terms of the enrollment contract.

If the Charter School Director determines that any of the above conditions have been met, the School Director may place the student on a contract to correct the issue for the next thirty (30) calendar days. If the issue has not been corrected at the end of the thirty-day period, the School Director may dismiss the student, subject to the requirements below. If the student has made some progress toward correcting the issue, the School Director may choose to extend the contract for an additional period at his/her discretion. If the student and/or the student's parent/guardian does not agree to such a contract, the School Director may immediately dismiss the student, subject to the requirements below.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student's parent, guardian, or educational rights holder initiates the procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

B. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on

school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

C. Enumerated Offenses

Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:

- Caused, attempted to cause, or threatened to cause physical injury to another person.
- Willfully used force or violence upon the person of another, except self-defense.
- Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053- 11058, alcoholic beverage, or intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

1. Except as provided in Education Code Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision.
- Knowingly received stolen school property or private property.
 - Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
 - Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
 - Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
 - Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
 - Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 1. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - a. For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 - 2. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (l)(a)-(b).

- Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee's concurrence.

1. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee' s concurrence.
- Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
- Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

1. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

- Caused, attempted to cause, or threatened to cause physical injury to another person.
- Willfully used force or violence upon the person of another, except self-defense.
- Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053- 11058, alcoholic beverage, or intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes,

smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the

protection of school property, or the personal property of the person threatened or his or her immediate family.

- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 2. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a

telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - a. For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- a. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to

have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

- a. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee's concurrence.
1. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:
 - a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the School Director or designee's concurrence.
 - b. Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
 - c. Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

D. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the School Director or the School Director's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the School Director or designee.

The conference may be omitted if the School Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(b)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the School Director or School Director's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be

made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the School Director or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

E. Authority to Expel

As required by Education Code Section 47605(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

F. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the School Director or designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

G. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

- The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.

- The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or

other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

H. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

I. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The final decision by the Board of Directors shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

J. Written Notice to Expel

The School Director or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The School Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

K. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

L. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board of Directors' decision to expel shall be final.

M. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

N. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

O. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board of Directors following a meeting with the School Director or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The School Director or designee shall make a recommendation to the Board of Directors following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

P. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

- Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all

relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

1. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

1. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The School Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

1. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

1. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.

- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Procedures to Notify Teachers of Dangerous Pupils

When the Director, Principal, Regional Director or Site Director at Northern United Charter Schools' becomes aware that a student has caused or tried to cause another person serious bodily injury, or any injury that requires professional medical treatment, a separate and confidential file is created for that child. Information based upon written District records or records received from a law enforcement agency are contained in the file. When such a student is assigned to a teacher's classroom, the principal shall provide the teacher with written notification. The teacher is asked to review the student's separate and confidential file in the office. Teachers are informed that such information is to be kept in strictest confidence and is to disseminate no further. Excerpts from the California Education Code, the California Penal Code and from California Education Code Section 49079 are as follows:

- (a) A school district shall inform the teacher of every student who has caused or who has attempted to cause serious bodily injury to another person, as defined in paragraphs (5) and (6) of subdivision (e) of Section 243 of the Penal Code, to another person. The District shall provide the information to the teacher based on any written records that the District maintains or receives from a law enforcement agency regarding a student described in this section.
- (b) No school district shall be liable for failure to comply with this section if, in a particular instance, it is demonstrated that the district has made a good faith effort to notify the teacher.
- (c) The information provided shall be from the previous three (3) school years.

(d) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

From California Penal Code Section 243(e) – Paragraphs 5 and 6

(5) ... “Injury” means any physical injury which requires professional medical treatment.

(6) ...“Custodial Officer” means any person who has the responsibilities and duties and who is employed by a law enforcement agency of the city or county or who performs those duties as a volunteer.

When informed pursuant to Welfare and Institutions Code 828.1 that a student has committed crimes unrelated to school attendance which do not therefore constitute grounds for suspension or expulsion, the Director or designee may so inform any teacher, counselor or administrator whom he/she believes needs this information in order to work with the student appropriately, avoid being needlessly vulnerable, or protect others from needless vulnerability. The Director or designee shall consult with the Principal or Site Director of the Learning Center in which the student attends in order to identify staff that should be so informed. Teachers shall receive the above information in confidence and disseminate it no further. The principal or designee shall maintain the above information in a separate confidential file for each student. When such a student is assigned to a class/program, the principal or designee shall notify the teacher in writing and ask the teacher to initial this notice, return it to the principal or designee, and review the student’s file in the school office. This notification shall not name or otherwise identify the student. The principal or designee shall notify all certificated personnel who are likely to come into contact with the student, including the student’s homeroom or classroom teachers, special education teachers, coaches and counselors.

Discrimination and Harassment Policies

Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students’ ability to learn and negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Northern United – Humboldt Charter School (“NU-HCS”) prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race

or ethnicity, immigration status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. In addition, bullying encompasses any conduct described in the definitions set forth in this Policy. Hereafter, such actions are referred to as “misconduct prohibited by this Policy.”

To the extent possible, NUCS will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. NU-HCS school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, Northern United Charter Schools' will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with which NU-HCS does business, or any other individual, student, or volunteer. This policy applies to all employee, student, or volunteer actions and relationships, regardless of position or gender. NU-HCS will promptly and thoroughly investigate any complaint of such misconduct prohibited by this Policy and take appropriate corrective action, if warranted.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):

Shari Lovett

School Director

2120 Campton Road, Suite H, Eureka, CA 95503

(707)445-2660 x110

Definitions

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with school because of sex, race or any other protected basis
- Retaliation for reporting or threatening to report harassment
- Deferential or preferential treatment based on any of the protected classes above

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 et. seq; 34 C.F.R. § 106.1 et. seq) and California state law prohibit harassment on the basis of sex. In accordance with these existing laws, discrimination on the basis of sex in education institutions is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by NU-HCS.

NU-HCS is committed to providing an educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's academic performance, or of creating an intimidating, hostile, or offensive educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against him/her or against another individual.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body

- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
 - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct
 - Subjecting or threats of subjecting a student to unwelcome sexual attention or conduct or intentionally making the student's academic performance more difficult because of the student's sex

- Sexual or discriminatory displays or publications anywhere in the educational environment, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the educational environment

- Reading publicly or otherwise publicizing in the educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic, and
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the educational environment (other than restrooms or similar rooms)

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy.

School - Wide Dress Code

Northern United Charter Schools' believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction that would interfere with the educational process. Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action. The principal, staff and parents/guardians at a learning center may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.

Procedure for Safe Ingress and Egress to and from School

Northern United Charter School takes pride in being a school that has a mission to provide a safe environment for all students, parents, and school employees. Our school will take measures to promote safe ingress and egress to and from the school for pupils, parents, and school employees. Safe ingress and egress will be maintained by periodic reviews of the procedures for ingress and egress. The school will encourage that all passageways to and from school buildings, corridors within school buildings and emergency exits remain clear of all obstruction to allow flow of pedestrian and vehicular traffic. The school will also make efforts to remove potential obstructions and hazards from such areas. To achieve this goal, the school works closely with local law enforcement agencies to encourage that the school's immediate community is safe.

Through the joint efforts of the District office, administrators and faculty, NUCS has developed a plan to promote the safe arrival and departure of students, staff, and visitors. Northern United

Charter Schools’ encourages input from our community and reviews this plan on an annual basis.

Any problems associated with safe ingress and egress will be addressed immediately.

The following procedures are to be followed in order to maintain a safe environment for students and staff at Northern United Charter Schools’:

- All visitors are to check into the office and sign in.
- Visitors will be issued a (paper) name tag that indicates they are checked into the office.
- Visitors will return to the office at the end of their visit to sign out.
- Staff will ask all visitors name tags to check into the office or staff will notify the office for assistance
- Police services will be called upon in the event of any visitor not complying with posted regulations.

A Safe and Orderly School Environment Conducive to Learning

Safe Climate Goal: *Our Schools’ Resource Center & individual Learning Centers are a source of pride where students are provided with safe and clean facilities in which students can learn, achieve, thrive and succeed in a healthy conducive environment for learning.*

Objectives	Action Steps	Resources	Project Lead	Outcome
<i>Identify and address/secure critical facility vulnerabilities and hazards</i>	<i>FIT</i>		<i>Site Coordinator or Administrator</i>	
<i>Maintain Emergency Lockdown Classroom supplies for each classroom</i>	<i>Maintain Safety Bucket</i>	<i>Required Elements</i>	<i>Site Coordinator or Administrator</i>	

<i>Implement and Practice Crisis Response Plans</i>	<i>Practice mandated Drills</i>	<i>Safety Plan discussion annually</i>	<i>Site Coordinator or Administrator</i>	
<i>Provide Students with Behavioral and Emotional Support</i>	<i>Implementation of SST's schoolwide</i>	<i>School Counselor or School Psychologist</i>	<i>Valerie Walsh</i>	
<i>Provide Students with Academic Support</i>	<i>Teachers, instructional aides</i>	<i>Site Coordinator or Administrator or Director</i>	<i>Lead Teacher or Administrator</i>	

School Discipline Rules and Consequences

Positive Behavior Interventions and Support

Northern United Charter Schools utilize PBIS as their primary system for encouraging a positive school wide climate. Positive Behavior Interventions and Supports (PBIS) is a proactive approach to establishing the behavioral supports and social culture for all students in a school to achieve social, emotional and academic success.

For more information see <http://www.pbis.org>

Core Components of PBIS

- Development of clear behavioral expectations and routines for staff and students
- Direct teaching of expectations
- Acknowledge desired behaviors
- Focus on proactive supports for the prevention of problem behavior
- Make problem behaviors ineffective and inefficient
- High quality instruction
- Multi-tiered levels of intervention/ continuum of behavior supports
- End goal: to make life at a learning center better for all students and staff

Second Step

The Second Step program promotes social emotional learning by teaching children how to understand and manage their emotions, control their reactions, be aware of others feelings and have skills to problem solve and make responsible decisions. These universal skills benefits all students and the learning community. The Second Step curriculum focuses on learning empathy, emotion management, problem solving, executive function skills, and self regulation. Through this positive behavior support students are better connected to school and academic success is increased.

For more information see <http://www.secondstep.org>

MTSS (Multi-tiered System of Support)

A Multi-tiered System of Support for Behavior is utilized by all teachers. The Behavior RTI-Response to Intervention, is supported through the on-boarding of the precepts of the Positive Behavior Interventions and Supports ("PBIS") methodology. All personnel who work directly with students are trained and receive refresher trainings on PBIS to ensure the development of clear behavioral expectations and routines for staff and students. Our staff will work closely with Humboldt and Siskiyou County Office of Education in regard to training for Charter School staff in restorative practices as part of our continuing practice of fostering positive school climate and mitigating the loss of academic progress of our students.

Suspension and Expulsion Procedures

The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

For more information please refer to the School Suspension, Expulsion and Mandatory Expulsion Guidelines section of this document. [page 7]

Adaptations for Students with Disabilities

Statutes for Services in Schools

Federal law mandates that every child will receive a free and appropriate public education (FAPE) in the least restrictive environment. Children who experience difficulties in school, due to physical or psychiatric disorders, emotional or behavioral problems and/or learning disorders or disabilities are entitled to receive special services or accommodations through the public schools. To support their ability to learn in school and participate in the benefits of any district program or activity, including emergency preparedness and school safety plans, three Federal laws apply to children with special needs:

A. **The Americans with Disabilities Act (ADA) of 1990**

The Americans with Disabilities Act (ADA) of 1990, including amendments which became effective in 2009, provides “a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities.” The ADA prohibits the exclusion of any qualified individual with a disability, by reason of such disability, from participation in or benefits of educational services, programs or activities.

B. **Individuals with Disabilities Education Act (IDEA)**

The Individuals with Disabilities Education Act (IDEA) is a 1975 federal law, amended by the Office of Special Education Programs in 1997, which ensures services to children with special needs throughout the nation. IDEA specifies 13 primary categories under the lead definition of a “child with a disability.” (See Table 1, Categories of Disability Under IDEA Law.) These federal definitions guide how states define who is eligible for a free, appropriate public education under special education law. The IDEA requires the school to provide an individualized educational program (IEP) that is designed to meet the child's unique needs and provide the child with educational benefit.

C. **Individual Education Program (IEP)**

IDEA requires that planning for the educational success of these students is done on an individual, case-by-case basis through the development of an Individual Education Program (IEP). The IEP is a written statement developed for each child with a disability that outlines measurable annual goals for each child's academic achievement and functional performance and specifies accommodations and modifications to be provided for the student. Students with special needs who are self-sufficient under normal circumstances may have to rely on others in an emergency. They may require additional assistance during and after an incident in functional areas, including, but not limited to: communication, transportation, supervision, medical care and reestablishing independence. While not explicitly stated, a component of the IEP for related services must consider the particular needs of the child to ensure his or her safety during an emergency that includes evacuation from a classroom and building.

Table 1. Categories of Disability under IDEA Law

Disability	Specifics	Characteristics	Factors that Reduce Risk in Emergencies
Autism	Autism spectrum disorder	Characterized by extraordinary difficulty in social responsiveness; often resistant to environmental change or change in daily routine and experience anxiety over interruption. May be non-verbal or use argumentative communication.	Structure, routine, normalcy and familiarity with activity
Deaf-blindness		A simultaneous significant hearing and vision loss; limits the speed of movements.	Guidance from a sighted person
Developmental delay		A delay in one of the following areas: physical development; cognitive development; communication; social or emotional development; or adaptive (behavioral) development.	Minimized disruption of routine patterns of activity, modulate sensory input
Emotional disturbance	Behavior disorder, emotional disability	Has limited ability to understand environmental events, situations, or procedures. Needs are categorized as mild, moderate or severe. May disobey or resist direction, may panic.	Regulated sensory input
Hearing impairment	Deaf, hard of hearing	A complete or partial loss of hearing that adversely affects a child's educational performance. May not respond to auditory cues.	Written instructions, sign language, specialized communication for direction in an emergency
Mental retardation	Intellectual disability, cognitive impairment	Significant limitations in intellectual ability and adaptive behavior. This disability occurs in a range of severity.	Regulated sensory input

Multiple disabilities		The simultaneous presence of two or more impairments, the combination of which causes such severe educational needs that they cannot be accommodated in a special education program solely for one of the impairments. Does not include deaf-blindness	
Orthopedic impairment	Physical disability	A significant physical limitation that impairs complete motor activities, strength, vitality or an alertness to environmental stimuli	Adaptive physical equipment: cane, walker, wheelchair. May require alternative, accessible evacuation route
Other health impairment		A disease or disorder so significant that it negatively affects learning; examples include cancer, sickle- cell anemia, and diabetes	Continuity of medication management regime
Specific learning disability	Learning disability	A disorder related to processing information that leads to difficulties in reading, writing and computing.	
Speech or language	Communication disorder, stuttering	A disorder related to accurately producing or articulating the	Sign language, hand signals, specialized

impairment		sounds of language to communicate	communication for response in an emergency
Traumatic brain injury	TBI	An acquired injury to the brain caused by an external physical force, resulting in total or partial functional disability or psychosocial impairment, or both that may affect cognition, behavior, social skills and speech.	

Visual impairment	Low vision, blindness	A partial or complete loss of vision	Guidance from a sighted person
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Mitigation and Prevention

Mitigation is the action schools take to identify barriers students with special needs may face during an emergency and eliminate or reduce their adverse effects. A hazards and vulnerability assessment of the site will help in preparing the emergency plan and identifying improvements for safety.

A. Teacher Survey - Students Needing Special Assistance

At the beginning of each year, teachers should provide to the main office the name(s) of students/staff that will require special assistance in the event of an emergency. The type of assistance needed as a result of an injury is also required (i.e. broken leg during the year).

Review how an emergency may impact the daily routine of students with special needs.

Know who is on your school site: Identify students and staff on the site with special needs and disabilities. The school principal must be aware of all students with special needs using school facilities and services.

Identify the students who are severely handicapped and who might need extra support in emergency crises.

Make a list of the students on the school site who are on medication and their medication schedule.

Maintain a list of all resources regularly relied upon and determine how a disaster might affect the use of them. Examples include (use of mobility aids, communication devices and electrically-dependent equipment).

Identify all the stakeholders who should be considered in the plan (family, friends, service providers, personal attendants, physicians and others).

Determine what short term accommodations to provide for students with temporary disabilities

Assess potential hazards. Review evacuation equipment.

Mitigation Strategies

Learn about the types of hazards that may impact the school (e.g., earthquakes, floods, wildfires) and assure that emergency response procedures address each one.

B. Identify a pre-evacuation site that is accessible to students with disabilities

Plan a primary and secondary evacuation route from each location the student is in during the course of the day.

Develop a schedule a daily activities and classes that identifies where a special needs student may be located each period of the day.

Consider classroom location in placement of students with disabilities. Evaluate the handicap accessibility of nearby exits and proximity to the school nurse.

Conduct a test of the family notification system to assure that contact information is up-to-date to help decrease parent anxiety during a disaster.

C. Preparedness

Preparedness focuses on what steps need to be taken to facilitate a rapid, coordinated, effective response when an emergency occurs to keep the students safe. Collaboration with first responders in preparedness strategies and ongoing communications is essential and facilitates the safe integration of students with disabilities into emergency procedures.

General Strategies

Consult parents or guardians concerning care considerations if the special needs student is isolated at school for a short term or long-term basis. Inform parents about efforts to keep their child safe at school.

Obtain necessary equipment and supplies, create evacuation maps and facilities information.

Inform and train staff about emergency response protocols. Encourage teachers to discuss emergency procedures with parents as part of IEP meeting or other review.

Buddy System

Pairing students up with special needs students for emergency response, e.g., the “buddy system”, can help with critical backup when a skilled assistant is unavailable or separated from the class. Buddies need to be willing and capable of assisting students in an evacuation to accompany the individual to a safer enclosure or wait for emergency responders. The buddy must be acceptable to the student with a special need. Also, teachers in adjacent classrooms can be pre-assigned joint responsibility for both classes if one of the teachers is busy with an injured student.

To have an effective buddy system:

Give the student the opportunity to select his or her own buddy.

Identify a buddy who is appropriate (e.g. strong enough).

Designate a backup buddy.

Train for the specific need of the special needs student.

Hold practice sessions to assure that buddies can handle their tasks.

Train the buddies on how to communicate with the students and how to safely evacuate.

Buddies must be able to make contact quickly with the special needs student when the need arises. The following situations may interfere with this critical communication. Use the suggested strategy as an alternative.

The buddy is in the building, but away from the customary work area.

Have a trained backup buddy in place.

The buddy cannot locate the person with a special need because the person is absent.

Keep an updated roster of who is at school each day. Assign a temporary buddy when the primary buddy is absent.

The buddy has left the class/program, and a new one has yet to be identified.

Make an effort to find a replacement as soon as possible. Assign a temporary buddy until there is a permanent buddy.

The buddy forgets or is frightened and abandons the special needs person.

Check on each special needs student to assure he/she is accounted for during an evacuation. Practice drills will help diffuse real-time fright.

Bullying Prevention and Hate Crimes

III-18 Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn and negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Northern United – Charter School (“NUCS”) prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

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To the extent possible, NUCS will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. NUCS school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, NUCS will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with which NUCS does business, or any other individual, student, or volunteer. This policy applies to all employee, student, or volunteer actions and relationships, regardless of position or gender. NUCS will promptly and thoroughly investigate any complaint of such misconduct prohibited by this Policy and take appropriate corrective action, if warranted.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):

Shari Lovett

School Director

2120 Campton Road, Suite H, Eureka, CA 95503

(707)445-2660 x110

Definitions

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- Verbal conduct such as epithets, derogatory jokes or comments or slurs
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- Retaliation for reporting or threatening to report harassment
- Deferential or preferential treatment based on any of the protected classes above

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 et. seq; 34 C.F.R. § 106.1 et. seq) and California state law prohibit harassment on the basis of sex. In accordance with these existing laws, discrimination on the basis of sex in education institutions is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by NUCS.

NUCS is committed to providing an educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's academic performance, or of creating an intimidating, hostile, or offensive educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
 - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct
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 - Reading publicly or otherwise publicizing in the educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic, and
 - Displaying signs or other materials purporting to segregate an individual by sex in an area of the educational environment (other than restrooms or similar rooms)

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy.

Prohibited Bullying

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student group or group of students that may constitute as sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable pupil* or pupils in fear of harm to that pupil's or those pupils' person or property.
2. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable pupil to experience a substantial interference with his or her academic performance.
4. Causing a reasonable pupil to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by NU-HCS.

* "Reasonable pupil" is defined as a pupil, including, but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of “bullying,” above
 - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated
 - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
3. An act of “Cyber sexual bullying” including, but not limited to:
 - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet

Grievance Procedures

1. Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene as soon as it is safe to do so, call for assistance, and report such incidents. The Board requires staff to

follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Shari Lovett
School Director
2120 Campton Road, Suite H, Eureka, CA 95503
(707)445-2660 x110

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels she/he is a target of such behavior should immediately contact a teacher, counselor, the School Director, Coordinator, a staff person or a family member so that she/he can get assistance in resolving the issue in a manner that is consistent with this Policy.

NU-HCS acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

Northern United Charter Schools' prohibits any form of retaliation against any reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of instances of misconduct prohibited by this Policy. Such participation shall not in any way affect the status, grades, or work assignments of the reporter.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

2. Investigation

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of NU-HCS, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than seven (7) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than seven (7) school days, he or she will inform the complainant and any other relevant parties and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, in no case may the Coordinator or administrative designee reveal confidential information related to other students or employees, including the type and extent of discipline issued against such students or employees.

All records related to any investigation of complaints under this Policy are maintained in a secure location.

3. Consequences

Students or employees who engage in misconduct prohibited by this Policy will be subject to disciplinary action.

Suicide Policies and Procedures

Northern United Charter Schools' recognizes that suicide is a leading cause of death among youth and should be taken seriously. Charter School personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Board of Directors has developed measures and strategies and procedures for suicide prevention, intervention, and postvention.

In compliance with Education Code Section 215, this policy has been developed in consultation with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations in planning, implementing, and evaluating the Charter School's strategies for suicide prevention and intervention. The Charter School must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the Charter School shall appoint an individual (or team) to serve as the suicide prevention point of contact for the Charter School. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

Staff Development:

The Charter School, along with its partners, has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members. It may also be provided, when appropriate, for other adults on campus (such as substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool staff).

Training:

- All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
 - Suicide risk factors, warning signs, and protective factors;
 - How to talk with a student about thoughts of suicide;
 - How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
 - Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
 - Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
 - Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify

school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.

- Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - Youth affected by suicide;
 - Youth with a history of suicide ideation or attempts;
 - Youth with disabilities, mental illness, or substance abuse disorders;
 - Lesbian, gay, bisexual, transgender, or questioning youth;
 - Youth experiencing homelessness or in out-of-home settings, such as foster care; and
 - Youth who have suffered traumatic experiences.
- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
 - The impact of traumatic stress on emotional and mental health;
 - Common misconceptions about suicide;
 - School and community suicide prevention resources;
 - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
 - The factors associated with suicide (risk factors, warning signs, protective factors);
 - How to identify youth who may be at risk of suicide;
 - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on Charter School guidelines;
 - Charter School-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
 - Charter School -approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
 - Responding after a suicide occurs (suicide postvention);
 - Resources regarding youth suicide prevention;
 - Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
 - Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

Employee Qualifications and Scope of Services

Employees of the Charter School must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school

setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

A. Parents, Guardians, and Caregivers Participation and Education

- Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, schools shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
- This suicide prevention policy shall be prominently displayed on the Charter School Web page and included in the parent handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
 - Suicide risk factors, warning signs, and protective factors;
 - How to talk with a student about thoughts of suicide;
 - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Student Participation and Education

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, the Charter School along with its partners has carefully reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide. Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with the Charter School and is characterized by caring staff and harmonious interrelationships among students.

The Charter School's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The instruction shall not use the stress model to explain suicide.

The Charter School's instructional curriculum may include information about suicide prevention, as appropriate or needed, taking into consideration the grade level and age of the students. Under the supervision of an appropriately trained individual acting within the scope of her/his credential or license, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;

- Receive developmentally appropriate guidance regarding the Charter School's suicide prevention, intervention, and referral procedures.

The content of the education may include:

- Coping strategies for dealing with stress and trauma;
- How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
- Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
- Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).

The Charter School will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week, Peer Counseling, Freshman Success, and National Alliance on Mental Illness on Campus High School Clubs).

Intervention and Emergency Procedures

The Charter School designates the following administrators to act as the primary and secondary suicide prevention liaisons:

- School Director
- School Psychologist
- School Counselor

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the School Director or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at the Charter School or in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
 - Securing immediate medical treatment if a suicide attempt has occurred;
 - Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
 - Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
 - Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
 - Moving all other students out of the immediate area;
 - Not sending the student away or leaving him/her alone, even to go to the restroom;
 - Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
 - Promising privacy and help, but not promising confidentiality.
 1. Document the incident in writing as soon as feasible.
 2. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.
 3. After a referral is made, the Charter School shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.
 4. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.
 5. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the Charter School campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in the Charter

School's safety plan. After consultation with the School Director or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the School Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. The Charter School staff may receive assistance from the Charter School counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted off the Charter School campus and unrelated to school activities, the School Director or designee shall take the following steps to support the student:

1. Contact the parent/guardian and offer support to the family.
2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

Supporting Students during or after a Mental Health Crisis

Students shall be encouraged through the education program and in the Charter School activities to notify a teacher, the School Director, another Charter School administrator, psychologist, Charter School counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Charter School staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and parent/guardian, about additional resources to support the student.

Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. The Charter School shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

- Coordinate with the School Director to:
- Confirm death and cause;
- Identify a staff member to contact deceased's family (within 24 hours);
- Enact the Suicide Postvention Response;
- Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
- Notification (if not already conducted) to staff about suicide death;
- Emotional support and resources available to staff;
- Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
- Share information that is relevant and that which you have permission to disclose.
- Prepare staff to respond to needs of students regarding the following:
- Review of protocols for referring students for support/assessment;
- Talking points for staff to notify students;
- Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death;
- Consider funeral arrangements for family and school community;
- Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
- Identify what social media platforms students are using to respond to suicide death, and identify/train staff to monitor social media outlets if needed;
- Identify media spokesperson if needed.
- Include long-term suicide postvention responses:
- Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
- Support siblings, close friends, teachers, and/or students of deceased
- Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

Guidelines for Mental Health Professionals and School Counselors

Guidelines for the roles and responsibilities of mental health professionals, community intervention professionals, school counselors, school resource officers, and police officers on school campuses. Guidelines may include, but are not limited to, the following:

- a. Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement
- b. Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support
- c. Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity

Procedures for Responding to Pesticide or other Toxic Substances

A Biological or Chemical Release is an incident involving the discharge of a biological or chemical substance in a solid, liquid or gaseous state. Such incidents may also include the release of radioactive materials. Common chemical threats within or adjacent to schools include the discharge of acid in a school laboratory, an overturned truck of hazardous materials in proximity of the school, or an explosion at a nearby oil refinery or other chemical plant. The following indicators may suggest the release of a biological or chemical substance: Multiple victims suffering from watery eyes, twitching, choking or loss of coordination, or having trouble breathing. Other indicators may include the presence of distressed animals or dead birds. This procedure deals with three possible scenarios involving the release of biochemical substances:

Scenario 1 - Substance released inside a room or a building

Scenario 2 - Substance released outdoors and localized

Scenario 3 - Substance released in surrounding community.

It is necessary to first determine which scenario applies and then implement the appropriate response procedures listed below.

Scenario 1: Substance Released Inside a Room or Building

1. The School Administrator will initiate the EVACUATE BUILDING action as described. Staff will use designated routes or other alternative safe routes to an assigned Assembly Area, located upwind of the affected room or building.
2. The School Administrator or center coordinator will call 911 and will provide the exact location (e.g., building, room, area) and nature of emergency.
3. The School Administrator or center coordinator will notify staff
4. The School Administrator or center coordinator will turn off local fans in the area of the release, close the windows and doors, and shut down the building's air handling system.
5. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated "topically" by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases).
6. The Assembly Area Team will prepare a list of all people in the affected room or contaminated area, specifying those who may have had actual contact with the substance. The Assembly Area Team will provide the list to the School Administrator and the emergency response personnel.
7. Any affected areas will not be reopened until the appropriate agency provides clearance and the Schools' Director gives authorization to do so.

Scenario 2: Substance Released Outdoors and Localized

1. The School Administrator will immediately direct staff to remove students from the affected areas to an area upwind from the release. The School Administrator will, if necessary, initiate the EVACUATE BUILDING action.
2. The School Administrator will call 911 and will provide the exact location and nature of emergency.
3. The Security Team will turn off local fans in the area of the release, close the windows and doors and shut down the air handling systems of affected buildings.
4. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated "topically" by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). A member of the First Aid/Medical Team should assess the need for medical attention.

5. The Assembly Area Team will prepare a list of all people in areas of contamination, especially those who may have had actual contact with the substance. The Assembly Area Team will provide the list to the School Administrator and the emergency response personnel.
6. Any affected areas will not be reopened until the appropriate agency provides clearance and the Schools' Director gives authorization to do so.

Scenario 3: Substance Released In Surrounding Community

1. If the School Administrator or local authorities determine a potentially toxic substance has been released to the atmosphere, the School Administrator will initiate SHELTER-IN-PLACE.
2. Upon receiving the SHELTER-IN-PLACE notification, turn off local fans in the area; close and lock doors and windows; shut down all buildings' air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.
3. Staff and students located outdoors will be directed to proceed immediately to nearby classrooms or buildings (e.g., auditorium, library, cafeteria, and gymnasium). Teachers should communicate their locations to the School Administrator, using whatever means without leaving the building.
4. The School Administrator will call (911) and will provide the exact location and nature of emergency.
5. The School Administrator will turn on a radio or television station to monitor information concerning the incident.
6. The school will remain in a SHELTER-IN-PLACE condition until appropriate agency provides clearance, or staff is otherwise notified by the School Administrator.

Active Shooter & Violent Intruder Policies and Procedures

Purpose

An active shooter or armed intruder on school property involves one or more individual's intent on causing physical harm and/or death to students and staff. Such intruders may also possess a gun, a knife, a bomb or other harmful device. An Active Shooter or armed intruder will result in law enforcement and other safety and emergency services responding to the scene as quickly as possible.

Once law enforcement arrives, it is critical to follow the instructions of, and cooperate with, law enforcement officers. The School Incident Commander will be relieved by a law enforcement official as soon as possible. The law enforcement official will now be the Incident Commander with complete jurisdiction over the scene. The school is a crime scene and will require a thorough search and processing.

Responsibilities

School Incident Commander/Principal

- Upon Notification of an active shooter or armed intruder on campus, immediately direct staff to call 911 if it is unknown whether or not 911 notification has already taken place **(Be sure that you don't have to dial a number previously to dialing)**. 911 call should provide the name and exact location of the school, the nature of the emergency, number and description of intruders (if known), type of weapon(s), area of the school where last seen, actions taken by the school, and whether there are on-site security or law enforcement officers (e.g. DARE, School Resource Officer). Caller will remain on the line to provide updates.
- Initiate ALERT protocols. Notification to the building occupants will be made using all available means. Notification shall provide any information regarding the on-going situation that will assist the building occupants in making a good decision as to their best survival response option. Typically, information that answers the basic questions of "Who? What? Where? When? How?" will provide the necessary details to make an informed decision.
- Secure the administration office as a command post and retrieve the critical information and data about the school's emergency systems, including communications, staff and students locations, detailed floor plans and other important information, documents, items, and supplies that are prepared and readily available for use during the incident. If the incident is occurring at the administration office, designate an alternate command post.
- Direct command post staff to maintain contact with teachers reporting pertinent emergency information via **[Phone, email, texting, Dial My Calls]**. All information received via eye-witnesses or through the in-house surveillance camera system will be used to INFORM the building occupants of the event in as real-time as possible.
- Notify the Director's office and request activation of the communications plan for media and parent notification protocols.

- Staff and students outside the building will EVACUATE to an off-site relocation center /Rally Point
- Direct support staff outside to stop pedestrians and vehicles from entering the school grounds until law enforcement arrives.
- Ensure that any buses en route to the school are redirected to a designated relocation site.

Teachers and Staff

- The first person to note indication of an active shooter or armed intruder, as soon as it is safe to do so, should call 911, then notify the School Incident Commander/Principal.
- If in close proximity to the danger, assess the situation for the best survival option. EVACUATE if at all possible. If not, gather assistance and engage in conducting an Enhanced LOCKDOWN of the area. If the active shooter or armed intruder has made contact, immediately begin COUNTER strategies, and then EVACUATE or take control of the intruder.
- Individuals who are not in the immediate danger area should gather information about their classroom's immediate situation. Account for all students or other individuals sheltered in their room.
- Assess the ability to safely EVACUATE the building.
- If there is no safe manner to EVACUATE the building, have others assist in conducting an Enhanced LOCKDOWN of the room.
- Rooms in Enhanced LOCKDOWN shall pay attention to all announcements providing event details. If the circumstances change and EVACUATE becomes a viable option, a decision can be made to leave the location and EVACUATE to the RALLY POINT.
- Unless evacuating, rooms in Enhanced LOCKDOWN, shall remain secured until personally given the "All Clear" by the Incident Commander or a law enforcement officer in uniform.
- If an active shooter or armed intruder enters the classroom individuals are to use whatever COUNTER strategies necessary to keep the students safe. This may include any and all forms of resistance to the threat.
- If an active shooter or armed intruder enters and begins shooting, any and all actions to stop the shooter are justified. This includes, making noise, moving about the room to

lessen accuracy, throwing items (books, computers, phones, book bags) to interfere with the ability to shoot accurately, safely exiting out windows, and taking control of the intruder. Anyone not involved in COUNTER strategies should get out anyway possible and move to another location.

Other Procedures

- After the active shooter or armed intruder(s) has been subdued, the School Incident Commander/ Principal in consultation with the law enforcement Incident Commander will announce an ALL CLEAR and EVACUATION and relocation to an alternate site for FAMILY REUNIFICATION.
- If staff or students are injured, assist them out of the building to the nearest emergency medical personnel.
- The School Incident Commander will notify officials at the relocation site of the EVACUATION and to activate FAMILY REUNIFICATION protocols.
- The School Incident Commander will request bus transportation or alternate transportation to the relocation site.
- The School Incident Commander will activate the communications plan to deal with media and parent notification protocols, and direct parents to go to the relocation site.
- Those who remained secured in an Enhanced LOCKDOWN, will EVACUATE the building using the designated exit routes and alternate routes to the assigned assembly areas, take attendance and move to the buses for transport.
- The School Incident Commander will activate the crisis response team and active MENTAL HEALTH AND HEALING procedures and/or notify area mental health agencies to provide counseling and mental health services at the relocation site.
- The School Incident Commander will debrief appropriate school personnel.
- The Director or designee, in consultation with law enforcement officials, will determine when the school can resume normal activities and communicate the information to parents and the public.

Center Specific Plans

Humboldt Learning Centers

Arcata Learning Center

[Arcata Learning Center Safety Plan](#)

Briceland Center

[Briceland Center Safety Plan](#)

Cutten Learning Center

[Cutten Learning Center Safety Plan](#)

Cutten Resource Center

[Cutten Resource Center Safety Plan](#)

Eureka Center

[Eureka Learning Center Safety Plan](#)

Willow Creek Center

[Willow Creek Center Safety Plan](#)

Siskiyou Learning Centers

Mount Shasta

[Pine Grove Safety Plan](#)

[Mt Shasta Boulevard Safety Plan](#)

Yreka Learning Center

[Yreka Learning Center Safety Plan](#)

Comprehensive School Safety Plan Appendices

Appendix A: Safety Planning Process

California *Education Code* sections 32280–32289, developing, revising, and updating comprehensive school safety plans through a collaborative process and obtaining school district or county office of education approval are required annually by March 1. School site councils or their designated safety committees must work with educators, classified staff, parents, first responders, and community leaders and must consult with law enforcement to ensure these plans are effective and current. As schools revise safety plans, school leaders should ask:

- “What more can we do to protect our students?”
- “How can we develop expertise in design and implementation of effective plans?”
- “How can we expand our collaborative efforts and communication efforts?”
- “How can we better share effective practices?”

Schools and districts must comply with California *Education Code* sections 32280–32289.

Description	Date/Time	Documentation
Learning Center’s Safety Assessments	October/November	FIT
School data Research for Campus Assessments	October/November	
Safety Planning Committee Meetings to discuss plan goals, timelines and amendments	December/February	Safety Planning Committee Minutes
Board Presentation	February	Meeting Agenda
Board Approval	February	Meeting Agenda
Submission	March 1	

Appendix B: Crisis Response Plans

The following sections provide key information for crisis response for Northern United Charter Schools'. While this information represents the basic tools needed for an effective crisis response, Northern United Charter Schools' will continue to assess, revise and expand on the plan for continuous improvement in student safety.

Appendix B.1 : Staff Emergency Contacts

Name	Position	Phone Numbers	Safety Crisis Response Role(s)
<i>Shari Lovett</i>	<i>Director</i>	<i>707-445-2660 ext. 110 707-59-0935 cell 707-822-0203 home</i>	<i>Incident Commander Both Schools</i>
<i>Kirk Miller</i>	<i>Regional Director</i>	<i>530-842-4509 ext. 219 530-925-1463 cell 530-926-6693 home</i>	<i>Deputy Incident Commander NU-Siskiyou</i>
<i>Julie Smith</i>	<i>Regional Director</i>	<i>707 407-0517 707 845-9331 cell</i>	<i>Deputy Incident Commander NU-Humboldt</i>
<i>Rebekah Davis</i>	<i>Regional Director</i>	<i>707-442-6200 707 616-6861 cell</i>	<i>Deputy Incident Commander NU-Humboldt</i>
<i>Lindsey Nemec</i>	<i>Yreka LC Coordinator</i>	<i>530-842-4509, ext. 216 530-925-0717 cell</i>	<i>Cmnd Staff Officer General Staff Chief</i>
<i>Dawn Fryling</i>	<i>Mt Shasta LC Coordinator</i>	<i>530-926-3425 work 530-926-5574 home</i>	<i>Cmnd Staff Officer General Staff Chief</i>
<i>Michaela Walston</i>	<i>Willow Creek LC Site Supervisor</i>	<i>530-629-4393 work 707-672-6627 cell</i>	<i>Cmnd Staff Officer General Staff Chief</i>

Lisa Ambrosini	Willow Creek LC Teacher	530-629-4393 work 858-232-7254 cell	Cmnd Staff Officer General Staff Chief
Mary Havens	Arcata LC Administrator	707-822-5661 work 707-496-3909 cell	Cmnd Staff Officer General Staff Chief
Lori Wyler	Briceland LC Teacher	707-923-3617 work 206-650-8656 cell	Cmnd Staff Officer General Staff Chief
Ella Early	Briceland LC Teacher	707-923-3617 work	Cmnd Staff Officer General Staff Chief
Heather Scharlack	IST Teacher	707-923-9532 work 707-633-5793 cell	Cmnd Staff Officer General Staff Chief
Julie Smith	Eureka LC Administrator	707 407-0517 work 707 845-9331 cell	Deputy Incident Commander
Sarah Schaefer	Eureka LC Teacher	707-407-0517 work	Cmnd Staff Officer General Staff Chief
Rebekah Davis	Cutten LC Administrator	707-442-6200 work 707 616-6861 cell	Deputy Incident Commander
Tomire Lyons	SPED Teacher	707-422-6200 work 707-496-3093 cell	Cmnd Staff Officer General Staff Chief

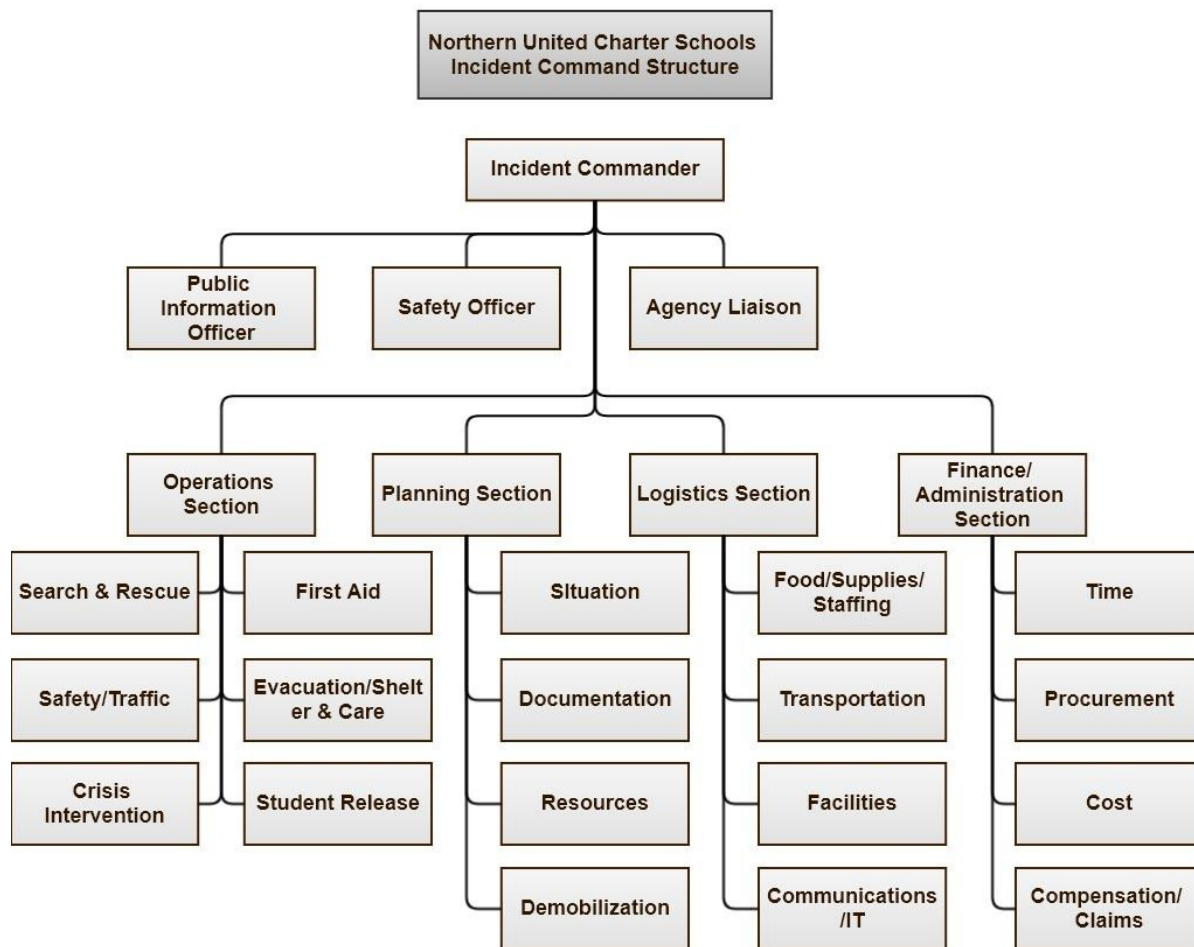
Appendix B.2: Crisis Response Community Contacts

For all emergencies call 911

Police Department	Eureka (707)441-4060	Arcata (707)822-2428	<u>Siskiyou</u> Yreka: (530)841-2300 Mount Shasta: 530-926-7539	Redway	Willow Creek
Sheriff	Eureka (707)445-7251	Arcata (707)822-2428	<u>Siskiyou</u> (530)841-2900	Redway (707)923-2761	
Fire	Eureka	Arcata	<u>Siskiyou</u>		

Department	(707)441-400 0	(707)825-200 0	Yreka: 530-841-238 3 Mount Shasta: 530-926-754 6		
American Red Cross	Eureka (707)832-548 0	Arcata (707)832-548 0	<u>Siskiyou</u> (530)842-447 6		
Child Welfare	Eureka (707)445-618 0	Arcata (707)445-618 0	<u>Siskiyou</u> (530)841-270 0		
Air Pollution Control	Eureka (707)443-309 3	Arcata (707)443-309 3	<u>Siskiyou</u> (530)841-402 5		
Poison Control	(800)222-122 2	(800)222-122 2	(800)222-122 2		

Appendix B.3: Northern United Charter Schools' Incident Command System



Organizational Level	Role	Description	Support Position
Incident Command	Incident Commander	Provides overall direction of response at school site; determines level of staffing; communicates with local public safety agencies	Deputy
Command Staff	Public Information Officer	Media liaison, official spokesperson for school; coordinates information for parent community	Assistant

Command Staff	Safety Officer	Ensures activities are conducted in safe manner; assures safety of personnel (staff, students, volunteers, and responders)	Assistant
Command Staff	Liaison Officer	Assists in establishing and coordinating outside agencies that provide services or resources (e.g., Red Cross)	Assistant
General Staff	Operations Section Chief	Supports on-scene response at school site; develops Incident Action Plan with Incident Commander; coordinates After Action Report	Deputy
General Staff	Planning Section Chief	Collects, evaluates and documents information about incident, including status of students, staff and facilities; coordinates demobilization of ICS response	Deputy
General Staff	Logistics Section Chief	Provides services, personnel and supplies in support of incident response	Deputy
General Staff	Finance/Administration Section Chief	Provides financial tracking, procurement and cost accounting of incident response, administrators	Deputy

		incident-related compensation and claims	
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Appendix B.4: Emergency Fire Evacuation Maps

Resource Center and Individual Learning Centers

Appendix C: Emergency Response Guidelines

STEP ONE: IDENTIFY THE TYPE OF EMERGENCY

The first response to an emergency is to determine the type of emergency that has occurred. Procedures for 18 different types of emergencies are listed in the following section.

STEP TWO: IDENTIFY THE LEVEL OF EMERGENCY

The second step in responding to an emergency is to determine the level of the emergency. For schools, emergency situations can range from a small fire to a major earthquake. To assist schools in classifying emergency situations, there is a three-tiered rating below:

- **Level 1 Emergency:** A minor emergency that is handled by school personnel without the assistance from outside agencies, e.g., a temporary power outage, a minor earthquake, or a minor injury.
- **Level 2 Emergency:** A moderate emergency that requires assistance from outside agencies, such as a fire or a moderate earthquake, or a suspected act of terrorism involving a potentially hazardous material, e.g., “unknown white powder.”
- **Level 3 Emergency:** A major emergency event that requires assistance from outside agencies such as a major earthquake, civil disturbance or a large-scale act of terrorism. For Level 3 emergencies, it is important to remember that the response time of outside agencies may be seriously delayed.

STEP THREE: DETERMINE THE IMMEDIATE RESPONSE ACTION

Once the type and extent of an emergency have been identified, school personnel can determine if an immediate response action is required. The most common immediate response actions initiated during school emergencies are:

- **Duck & Cover:** Students and staff protect themselves by crouching under a table, desk, or chair until the danger passes.
- **Shelter in Place:** Students and staff are kept indoors in order to isolate them from the outdoor environment. The heating and air conditioning system is also shut down.

- **Lock Down:** Students and staff are kept in a designated locked area until a danger has passed, such as an intruder being on campus.
- **Evacuate Building:** Students and staff are escorted outside to an assembly area if it has been determined that it is too dangerous to remain indoors.
- **Evacuate Campus:** Students and staff are escorted to an off-site assembly area if it has been determined that it is too dangerous to remain on campus.
All Clear: Notification is given that normal school operations should resume.

STEP FOUR: COMMUNICATE THE APPROPRIATE RESPONSE ACTION

Once the type of immediate response action is determined, the incident commander must inform the school staff which response action to take. The most appropriate method of communication depends on the response action selected. When announcing what response to take, avoid codes, jargon, or any other potentially confusing vocabulary. Be calm, direct, and clear in your announcements.

- **Duck & Cover:** Immediately use the school/center school-wide communication system to instruct students and staff to protect themselves by moving into a “duck & cover” position by crouching under a table, desk, or chair until the danger passes. Time is the most urgent matter with this response action as the emergency may take place before the announcement can be made. However, do not assume that all members of the site are already in a “duck & cover” position. Make the announcement even if the immediate crisis has passed.
- **Shelter in Place:** Immediately use the school/center school-wide communication system to instruct students and staff that they are to stay indoors until further notice, even if the heating and air conditioning system is disabled.
- **Lock Down:** Immediately use the school/center school-wide communication system to instruct staff to lock all exterior doors, to close any open windows, and to keep students as far away as possible from any windows until further notice
- **Evacuate Building:** Immediately use the school/center fire alarm bell system to notify students and staff that they are to proceed to the school/center outside assembly area.
- **Evacuate Campus:** Immediately use the school/center fire alarm bell system to notify students and staff that they are to proceed to the school/center outside assembly area. From there, notify staff and students using a bullhorn that it has been determined that it is too dangerous to remain on campus. Provide instructions on how staff and students will be relocated.
- **All Clear:** Use the school/center school-wide communication system to notify staff and students that normal school operations should resume.

THE BIG FIVE ACTION RESPONSES

ACTION	DESCRIPTION
DROP/COVER/ HOLD ON	Implemented during an earthquake or explosion to protect building occupants from flying and falling debris
EVACUATION	Implemented when conditions outside the building or off-site are safer than inside or on-site. Requires the orderly movement of students and staff from school buildings to a pre-determined safe location
LOCKDOWN / BARRICADE	Initiated for an immediate threat of danger to occupants of a campus or school building and when any movement will put students and staff in jeopardy. Once implemented, no one is allowed to enter or exit rooms for any reason unless directed by law enforcement
SECURE CAMPUS	Initiated for a potential threat of danger in the surrounding community. All classroom/office doors are closed and locked and all students and staff remain inside until otherwise directed. Instruction continues as planned
SHELTER IN PLACE	Implemented to isolate students and staff from the outdoor environment and provide greater protection from external airborne contaminants or wildlife. Close windows and air vents and shut down air conditioning/heating units

Appendix C.1: Drill Schedule & Log

All drills should be pre-scheduled.

Fire alarm drill at least once every month in elementary schools, at least four times every school year in middle schools and at least twice every school years in secondary schools. California Education Code, Section 35297.

Drop, Cover, Hold On drill at least once each school quarter in elementary schools, once a semester in secondary schools

Lockdown drill recommended two or three times a year

Date	Type of drill	How long did the evacuation take?	Activity of students at the time of drill:	Comments	Signatures (date signature please)

	Fire				
	Earthquake				
	Fire				
	Fire				
	Fire				
	Shelter in Place				
	Fire				
	Earthquake				
	Fire				
	Lockdown (RED)				

	Fire				
	Earthquake				
	Fire				
	Fire				
	Earthquake				
	Fire				
	Fire				

Appendix D: Types of Emergencies and General Procedures

AIRCRAFT CRASH

The administrator or designee will initiate appropriate actions, which may include **Duck & Cover, Shelter-in-Place, Evacuate Building, or Evacuate Campus** depending on the nature of the accident, the location of damage, and the existence of any chemical and/or fuel spills.

ANIMAL DISTURBANCE

This procedure should be implemented when the presence of a coyote, mountain lion, or any other wild animal threatens the safety of students and staff. The administrator or designee will initiate appropriate actions, which may include **LockDown or Evacuate Building**.

ARMED ASSAULT ON CAMPUS

This involves one or more individuals who attempt to take hostages or cause physical harm to students and staff. Such an incident may involve individuals who possess a gun, a knife or other harmful item. The administrator or designee will decide the appropriate response, which may include Shelter-in-Place, **LockDown, Evacuate Building, or Evacuate Campus.**

BIOLOGICAL OR CHEMICAL RELEASE

This is an incident involving the discharge of a biological or chemical substance in a solid, liquid, or gaseous state. Such incidents may also include the release of radioactive materials. Common chemical threats within or adjacent to schools include the discharge of acid in a school laboratory, an overturned truck of hazardous materials in proximity of the school, or an explosion at a nearby oil refinery or other chemical plant. The following indicators may suggest the release of a biological or chemical substance: Multiple victims suffering from watery eyes, twitching, choking or loss of coordination, or having trouble breathing. Other indicators may include the presence of distressed animals or dead birds. The administrator or designee will initiate appropriate actions, which may include **Shelter-in-Place or Evacuate Building.**

BOMB THREAT / THREAT OF VIOLENCE

This occurs upon the discovery of a suspicious package on campus grounds or receipt of a threatening phone call that may or may not present a risk of an explosion. If the threat is received by telephone, the person receiving the call should attempt to keep the caller on the telephone as long as possible and alert someone else to call 911. The person answering the threat call should ask the questions listed on the "Bomb Threat Checklist". In coordination with law enforcement, the administrator or designee will initiate appropriate actions, which may include **Duck & Cover, LockDown, or Evacuation.**

DISORDERLY CONDUCT

This involves a student or staff member exhibiting threatening or irrational behavior who does not have a weapon. The administrator or designee will initiate appropriate actions, which may include **Shelter-in-Place, LockDown, Evacuate Building, or Evacuate Campus.**

EARTHQUAKE

Earthquakes occur without warning and may cause minor to serious ground shaking, damage to buildings, and injuries. It is important to note that even a mild tremor can create a potentially hazardous situation. The administrator or designee will initiate appropriate actions, which may include **Duck & Cover, Evacuate Building, or Evacuate Campus.**

EXPLOSION OR RISK OF EXPLOSION

This involves an explosion on school property, the risk of an explosion on school property, an explosion or risk of explosion near the school, or a nuclear explosion involving radioactive materials. The administrator or designee will initiate appropriate actions, which may include **Duck & Cover, Shelter-in-Place, Evacuate Building, or Evacuate Campus.**

FIRE IN SURROUNDING AREA

This procedure addresses the situation where a fire is discovered in an area adjoining the school. The initiated response actions should take into consideration the location and size of the fire, its proximity to the school and the likelihood that the fire may affect the school. After calling

the local fire department in an effort to determine the seriousness of the fire, the administrator or designee will initiate appropriate actions, which may include **Shelter-in-Place, LockDown, Evacuate Building, or Evacuate Campus.**

FIRE ON SCHOOL GROUNDS

This procedure addresses situations where a fire is discovered on school grounds. A quick response to this situation is very important to prevent injuries and further property damage. **Upon discovery of a fire, teachers or staff will direct all occupants out of the building, signal the fire alarm, and report the fire to the administrator or designee.** The administrator or designee will immediately initiate the Evacuate Building action. **If the size of the fire is beyond the control of staff on site, call 911 for immediate assistance from the fire department.**

FLOODING

This applies whenever storm water or other sources of water inundate or threaten to inundate school grounds or buildings. Flooding may occur as a result of prolonged periods of rainfall, where the school would have sufficient time to prepare. Alternatively, flooding may occur without warning, as a result of damage to water distribution systems, or a failure of a nearby man-made dam. The administrator or designee will initiate appropriate actions, which may include **Shelter-in-Place, Evacuate Building, or Evacuate Campus.**

LOSS OR FAILURE OF UTILITIES

This addresses situations involving a loss of water, power or other utility on school grounds. This procedure should also be used in the event of the discovery of a gas leak, an exposed electrical line, or a break in sewer lines. The administrator or designee will initiate appropriate actions, which may include **Shelter-in-Place or Evacuate Building.**

MOTOR VEHICLE CRASH

This procedure addresses situations involving a motor vehicle crash on or immediately adjacent to school property. Given the nature of the crash, there may also be a danger from a fuel spill, which should be considered when deciding which action(s) to take. The administrator or designee will initiate appropriate actions, which may include **Duck & Cover, Shelter-in-Place, Evacuate Building, or Evacuate Campus.**

PSYCHOLOGICAL TRAUMA

When the administrator or designee determines that there has been an event that causes a psychological impact on students and/or staff, such as an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions, he or she should contact the **Director** at the district office to request resource services. Emergencies like these usually produce one or more of the following conditions: temporary disruption of regular school functions and routines, significant interference with the ability of students and staff to focus on learning, physical and/or psychological injury to students and staff, and concentrated attention from the community and news media. As a result of such emergencies, students and staff may exhibit a variety of psychological reactions. As soon as the physical safety of those involved has been determined, attention must turn to meeting emotional and psychological needs of others.

SUSPECTED CONTAMINATION OF FOOD OR WATER

This procedure applies where there is evidence of tampering with food packaging, observation of suspicious individuals in proximity to food or water supplies, or if notified of possible food/water contamination by central District staff or local agencies. Indicators of contamination may include unusual odor, color, taste, or multiple employees with unexplained nausea, vomiting, or other illnesses. The administrator or designee will isolate the suspected contaminated food/water to prevent consumption, and will restrict access to the area. Second, the administrator or designee will notify the district safety coordinator of the problem and await further instructions. Meanwhile, a list will be made of all potentially affected students and staff, which will be provided to responding authorities. Law enforcement should be contacted if there is evidence of individuals purposely contaminating the food or water source.

UNLAWFUL DEMONSTRATION OR WALKOUT

An unlawful demonstration or walkout is any unauthorized assemblage on or off campus by staff or students for the purpose of protest or demonstration. Upon indication that an unlawful demonstration or walkout is about to begin, personnel should immediately notify the administrator or designee. **The administrator or designee will initiate the Shelter-in-Place action. Students who ignore this action and leave campus shall be asked to sign his or her name and record address, telephone number and time entered or departed. If students leave the campus, the administrator or designee will designate appropriate staff members to accompany them.** These staff members will attempt to guide and control the actions of students while offsite. **The administrator or designee should proceed in good judgment on the basis of police or other legal advice, in taking action to control and resolve the situation.**

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.3 Approval of the Humboldt/Del Norte Selpa Local Plan

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

See attached summary sheet provided by Humboldt/Del Norte SELPA.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Jere Cox

Humboldt-Del Norte SELPA Local Plan 2020-21

Board Agenda Item - Summary

Background: Northern United – Humboldt Charter School is a member of the Humboldt-Del Norte Special Education Local Plan Area (SELPA). The purpose of the SELPA is to ensure that all students with disabilities living within its boundaries will be provided a free appropriate public education as required by the Federal Individuals with Disabilities Education Act (IDEA) and California Education Code. The Local Plan contains a governance and administration section that includes policies and procedures for the provision of special education services by all Local Educational Agencies (LEAs) within the SELPA.

The Humboldt-Del Norte SELPA Local Plan was last fully revised in 2012 and at that time required subsequent approval by all participating LEAs within the SELPA.

Discussion: Under the trailer bill language of the adopted budget in 2018, AB 1808, the Governor required all SELPAs to develop a local plan that conformed to a template to be provided by the California Department of Education (CDE). CDE developed the Section B template for the Local Plan titled Governance and Administration to be used by all SELPAs in the State. Section B, Governance and Administration, requires Humboldt-Del Norte SELPA member LEA board approval.

A local plan committee was formed in the Humboldt-Del Norte SELPA consistent with the required stakeholders per education code. Stakeholders included both general and special education teachers, administrators along with parent representatives of students with disabilities and community members for the Humboldt-Del Norte SELPA's Community Advisory Committee. The language within the current Local Plan was used to satisfy the majority of requirements of the new template. Additional language was developed, reviewed, and recommended by the committee for parts of the new template that were in excess of the current Local Plan. The required sections of the Local Plan using the new templates from CDE (Section B- Governance and Administration,) were approved unanimously by the Humboldt- Del Norte SELPA Superintendents' Policy Council on November 19, 2020. The meeting was held consistent with the Brown Act and Governor Newsom's Executive Order 29-20 to allow the public an opportunity to participate and comment.

Following approval by the Superintendents' Policy Council, the Local Plan Section B Governance and Administration, must be approved by all governing boards of member LEAs and by the Humboldt County Office of Education board and Del Norte County Office of the Education board. These approvals of the Local Plan will be submitted to CDE no later than June 30, 2021. Upon final approval, the Local Plan must be posted on the website of each member LEA, the Humboldt-Del Norte SELPA, and Humboldt County Office of Education.

Local Plan Sections

Section A, Contacts and Certifications

Section B, Governance and Administration, must be reviewed every three years

Section D, Annual Budget Plan, must be developed and approved annually

Section E, Annual Services Plan, must be developed and approved annually

SELPA

Humboldt-Del Norte

Fiscal Year

2020-21

LOCAL PLAN

Section B: Governance and Administration SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education

Special Education Division

January 2020

Section B: Governance and Administration

SELPA

Fiscal Year

B. Governance and Administration

California Education Code (EC) sections 56195 et seq. and 56205

Participating Local Educational Agencies

Participating local educational agencies (LEAs) included in the Special Education Local Plan Area (SELPA) local plan must be identified in Attachment I.

Special Education Local Plan Area—Local Plan Requirements

1. Describe the geographic service area covered by the local plan:

The Humboldt-Del Norte Special Education Local Plan Area (SELPA) is composed of 34 school districts within the geographic area of Humboldt and Del Norte counties and the Humboldt and Del Norte County Offices of Education. Together these LEA's have joined in a cooperative plan to provide special education programs and services for all individuals with disabilities, birth through the age of 21, who resides in Humboldt and Del Norte counties. The Humboldt County Office of Education has been designated the Administrative Unit (AU). (ED Code Section 56195.1 (c))

2. Describe the SELPA regional governance and administrative structure of the local plan. Clearly define the roles and structure of a multi-LEA governing body, or single LEA administration as applicable:

The governing body of the Humboldt-Del Norte SELPA is the Superintendents' Special Education Policy Council. Members of the Policy Council are responsible to the governing boards of the local education agencies (LEAs) in the SELPA.

In accordance with all applicable state and federal laws, the Humboldt- Del Norte SELPA shall be governed by a Superintendents' Special Education Policy Council composed of county, single district and regional voting members. The Policy Council conducts regular public meetings and is governed by a set of bylaws. The specific functions of the Policy Council necessary to carry out its responsibilities include, but are not necessarily limited to:

- Develops SELPA policies and agreements and reviews procedures for effective management and operation of special education programs and services throughout the SELPA;
- Develops SELPA policies and agreements and reviews procedures to assure individuals with disabilities equal access to special education programs and services and full educational opportunity and procedural safeguards for such individuals and their parents;
- Recommends to the governing boards the designations of the Administrative Unit (AU) as reflected in the Local Plan;
- Review and approve SELPA-wide services and related budgets including the SELPA administrative budget and the annual SELPA-wide budget and service plans;
- Directs the allocation of funding to members based upon Local Plan requirements, current pupil counts and

Section B: Governance and Administration

SELPA Humboldt-Del Norte

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- service priorities;
- Participates with the Humboldt County Office of Education (AU) in the hiring and evaluation of the SELPA Director;
 - Recommends and reviews the activities of special education programs and services within the SELPA;
 - Establishes committees as necessary to carry out the functions of the Policy Council;
 - Reviews special education issues and recommends effective solutions to governing boards;
 - Receives and considers recommendations from:
 - participating LEA governing boards,
 - the Community Advisory Committee,
 - other committees, task forces and advisory groups established by the Policy Council or the SELPA Director,
 - community agencies,
 - the SELPA Director and Regional Office staff, and
 - other individuals concerned with special education in Humboldt and Del Norte counties;
 - Promotes cooperation and communication among the LEAs and with the communities and community agencies; and
 - Reviews and develops the Local Plan as required and assures each LEA's compliance with that plan, and compliance with all applicable laws, rules, regulations and policies.

3. Describe the SELPA's regional policy making process. Clearly define the roles of a multi-LEA governing body, or single LEA administration as applicable related to the policy making process for coordinating and implementing the local plan:

The SELPA Director, under the direction of the Superintendents' Special Education Policy Council, provides administrative support and coordination of the implementation of the Local Plan. Each participating LEA agrees to carry out the responsibilities and functions assigned in the Local Plan. Each county/region/district voting representation will be based on the previous year CALPADS count. Regional designation with more than one vote may appoint more than one voting representative. Appointments will be determined by each region and voting representatives will not exceed the total number of votes. The SELPA Director shall serve as a non-voting member of the Council.

The Local Plan, or amendments to the Plan, shall be affected utilizing a voting structure agreed upon by the Policy Council which consists of regionalized votes based on ADA.

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4. Clearly define the roles of the County Office of Education (COE) as applicable, and/or any other administrative supports necessary to coordinate and implement the local plan:

The Humboldt County Office of Education (HCOE) is designated as the official administrative unit (AU) of the Humboldt- Del Norte SELPA to assure the implementation of the Local Plan and SELPA policies, agreements, and procedures of the SELPA Policy Council in cooperation with participating LEAs. The distribution of federal and state funds is the responsibility of HCOE in accordance with the Humboldt- Del Norte SELPA's Fiscal Allocation Plan and policies, agreements and procedures of the SELPA Policy Council.

The SELPA and the County Offices of Education work closely to align services, training and supports for all the member LEAs in accordance to the local plan.

5. Describe the policies and procedures of the SELPA that allow for the participation of charter schools in the local plan:

For the purposes of provision of special education services, charter schools shall be deemed either a public school within the chartering LEA or an LEA that receives funds and provides services independent of the chartering entity. All approved charter schools will be deemed public schools within the chartering entity until the charter school has been deemed an LEA following the decision making process in this Local Plan.

Public School within a School District or County Office of Education:

Charter schools that are deemed to be public schools within the chartering entity will participate in state and federal funding in the same manner as other schools or programs within the chartering entity. The chartering entity will be responsible for ensuring that all children with disabilities enrolled in the charter school receive special education and related services in a manner that is consistent with all applicable provisions of state and federal law. The chartering entity will determine the policies and procedures necessary to ensure that the protections of special education law extend to students in the charter school in the same manner as students enrolled in other schools or programs administrated by the chartering entity.

The chartering entity will receive all applicable special education funds as specified in the SELPA's approved funding allocations.

The chartering entity and the charter school may enter into business agreements or contracts whereby the charter school agrees to pay for the excess costs associated with providing special education services to identified students, including the administration of special education programs. When the chartering entity is a district, the charter school should be held fiscally responsible for a fair share of any encroachment on district general funds that is created by the provision of special education services throughout the district.

Charter School as an LEA Within the SELPA:

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SELPA Humboldt-Del Norte

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A charter school that was chartered by or assigned to a SELPA member may apply to the Policy Council to become an LEA for the provision of special education services. Once granted LEA status, a charter school will participate on an equal basis with other members in the governance of the SELPA. The independent charter shall be assigned to the region in which the school/operation is located within the SELPA. Like other members of the SELPA, the charter school will be represented on the Policy Council by the individual chosen to represent that region.

The applicant charter school will be deemed an LEA if the Policy Council determines that the charter school has met all requirements to be included as a member LEA of the SELPA as specified in this Local Plan.

Participation of Charter Schools in the Local Plan:

A charter school may participate in the SELPA in one of two ways depending upon their governance structure. If the charter school is recognized as another public school within the LEA which serve special education students or in accordance with the charter school's MOU with an existing LEA SELPA member, then the charter will be represented by, and receive funding from, the existing LEA in the same manner as all other schools with the LEA. If the charter school is independent in all matters, including fiscal and governance, then the charter school will be deemed to be a separate LEA within the SELPA and will participate in the same manner as all other LEAs as described in this Local Plan.

A charter school which applies to be an independent LEA within the SELPA must conform to all of the policies and regulations of the Local Plan, and all applicable federal and state laws.

6. Identify and describe the representation and participation of the SELPA community advisory committee (CAC) pursuant to EC Section 56190 in the development of the local plan:

Feedback and involvement from the Community Advisory Committee (CAC) is an important component of the development of the local plan. The CAC acts as an advisory body to the policy and administrative entity in the development, amendment, and review of the Local Plan. The Local Plan for special education shall be updated cooperatively by a committee of representatives of special and general education teachers and administrators selected by the groups they represent and with participation by parent members of the CAC, or parents selected by the CAC.

7. Describe the SELPA's process for regular consultations regarding the plan development with representative of special education and regular education teachers, and administrators selected by the groups they represent and parent members of the CAC:

The SELPA regularly seeks out guidance, input and feedback from individuals from LEAs including representation from General Education, Special Education, Administration as well as parent members of the CAC. These representatives are encouraged to attend meetings and provide input dedicated to the development, revision or updating of the local plan.

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8. Identify and describe the responsible local agency (RLA), Administrative Unit (AU), or other agency who is responsible for performing tasks such as the receipt and distribution of funds, provision of administrative support, and coordination and implementation of the plan:

The selection of the Humboldt County Office of Education as the AU of the Humboldt-Del Norte SELPA is based upon an agreement between the Humboldt-Del Norte SELPA Policy Council, the individual school districts within the boundaries of the SELPA and the Humboldt County Superintendent of Schools. The AU shall continue on a year to year basis with the mutual agreement of the parties. The AU shall be responsible for performing the following functions:

- Delegating administrative support and coordination of the implementation of the Local Plan to the SELPA Director
- Serving as the employing agency for the SELPA Director and the SELPA staff and developing procedures, policies, job descriptions and other necessary provisions that, with approval of the Policy Council, enables the SELPA to operate as a special program within the structure of the County Office;
- Receiving and distributing the special education funds to LEA accounts for special education program and services in accordance with the annual recommendations made by the Policy Council.
- Establishing appropriate fiscal record-keeping procedures in accordance with state and federal requirements, maintaining accurate fiscal accounting records and submitting required fiscal reports to the appropriate authorities;
- Maintaining accountability for the SELPA AU budget and expenditures in accordance with state and federal requirement and Policy Council recommendations;
- Coordinating with, and auditing the participating LEAs, the certification of fiscal, attendance, transportation and student management information systems;
- Certifying that each participating LEA meets all applicable state and federal laws pertaining to the education of individuals with disabilities.

9. Describe the contractual agreements and the SELPA's system for determining the responsibility of participating agency for the education of each student with special needs residing within the geographical area served by the plan:

Each participating LEA shall carry out the duties and responsibilities assigned to it within the plan. Each agency shall provide special education and services to all eligible students within its boundaries, including students attending charter schools where a LEA of the SELPA has granted that charter, unless stated otherwise in the charter. In addition, each agency shall cooperate to the maximum extent possible with other agencies to serve individuals with disabilities who cannot be served in the LEA of residence programs. Such cooperation ensures that a continuum of program options is available throughout Humboldt and Del Norte counties.

The SELPA will facilitate agreements for the provision and coordination of services by other public agencies that are funded to serve children with disabilities. The SELPA Director shall develop, agree to and maintain Interagency agreements and/or memorandums of understanding necessary to support the implementation of the Local Plan.

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10. For multi-LEA local plans, specify:

a. The responsibilities of each participating COE and LEA governing board in the policymaking process:

The governing board of each District is responsible for the education of all individuals with disabilities, who are properly enrolled within the LEA's jurisdiction in accordance with state and federal requirements and policies, agreements and procedures described in the Local Plan. The specific functions of the governing board necessary for carrying out that responsibility include, but may not necessarily be limited to:

- Approving its district's participation within the SELPA. Includes complying with the adopted Local Plan and all subsequent revisions of the Local Plan or notifying the Policy Council, at least one year prior, of its intent to elect an alternative option;
- Delegating the administrative policy-making process and procedures for carrying out its responsibility to the Policy Council;
- Designating the district's superintendent to either assist in the selection of the regional representative for the region in which the district is located or to appoint a district representative if the district is considered a single district in the membership designation;
- Advising the Policy Council through its representative;
- Selecting, compensating and determining the duties of special education teachers, instructional aides and other personnel needed to provide those special education programs and services it has contracted to operate;
- Developing and maintaining budgets for those special education programs and services it has contracted to operate;
- Ensuring its district's adherence to all applicable state and federal laws and policies of the Policy Council;
- Adopting district determined necessary procedures for the operation of those special education programs and services it has contracted to operate which are not in conflict with the state or federal requirements or policies, agreements and procedures described in the Local Plan;
- Providing facilities for regionalized programs for special education services it has contracted to operate;
- Providing or arranging for required special transportation;
- Cooperating with the governing boards of Humboldt-Del Norte SELPA LEAs to assure the availability of special education services to all individuals with disabilities regardless of their district of residence;
- Encouraging representation to the Community Advisory Committee.

b. The responsibilities of the superintendents of each participating LEA and COE in the implementation of the local plan:

The superintendent of each participating local school district is responsible for assuring the provision of appropriate special education programs and services for students with disabilities for whom the district is responsible in

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accordance with the policies, agreements and procedures established by the governing board and those described in the Local Plan. The specific functions of the district superintendents necessary for carrying out that responsibility include, but are not necessarily limited to:

- Representing, or appointing a designated representative of that educational agency, or selecting a representative to act on behalf of the educational agency if the district is in a regional designation, the district as a member of the SELPA Policy Council and carrying out the functions of the Policy Council as described in the Local Plan;
- Acting as a liaison between the governing board and the Policy Council;
- Providing leadership within the district in support of special education programs and services;
- Advising the governing board of policies adopted by the Policy Council;
- Recommending to the governing board the development and adoption of local policies for special education programs and services;
- Recommending to the governing board any revisions of special education programs and services which are necessary to meet the changing needs of the district and which should be considered in the SELPA budget planning process;
- Developing and maintaining fiscal accounting records and information compatible with procedures established by the Policy Council and the Humboldt County Office of Education and in a manner that facilitates an audit by a certified public accountant, the California Department of Education or the Policy Council;
- Collecting information on the district's special education program operation and reporting such information to the SELPA Director;
- Supporting and cooperating in SELPA regional activities, such as:
 - personnel development,
 - coordination of curriculum,
 - program evaluation, and
 - student management information systems;
- Consulting with the SELPA Director regarding actions involving the due process, a complaint or a major programmatic change affecting the SELPA;
- Implementing and monitoring actions directed by administrative hearing officers or compliance officers, and
- Providing oversight to all special education programs and services within the district in order to ensure maintenance of standards and adherence to all relevant laws, rules, regulations and policies.

c. The responsibilities of each LEA and COE for coordinating the administration of the local plan:

The responsibilities of each LEA and COE for coordination and administration of the local plan include, but are not necessarily limited to:

- Advising the superintendent and governing board regarding the status, accomplishments and needs of the

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- special education programs and services operating within the LEA;
- Gathering, interpreting and reporting data regarding the implementation, administration and operation of the Local Plan within the LEA;
 - Monitoring the assessment, instructional planning, placement and review procedures of individuals with disabilities;
 - Serving as the administrator for IEP team meetings, as necessary;
 - Supervising the development and implementation of appropriate curriculum and instruction for individuals with disabilities, including modification of the regular core curriculum;
 - Coordinating child find activities at the local level;
 - Assisting in or directing the development and monitoring of the special education budget for the LEA;
 - Assisting in or providing the supervision and evaluation of special education personnel;
 - Monitoring special education programs and services to ensure their provision in the least restrictive environment and in appropriate facilities;
 - Working cooperatively with other SELPA LEAs in the planning and implementation of the full continuum of programs and services on a regional bases;
 - Assisting in the identification of personnel development needs and inservice education programs;
 - Advising the development of local and SELPA-wide policies and procedures;
 - With the assistance of parents and staff, identifying potential candidates for membership on the Community Advisory Committee (CAC) to submit for governing board selection, and;
 - Coordinating California Department of Education evaluation activities within the LEA.

11. Identify the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA related to:

a. The hiring, supervision, evaluation, and discipline of the SELPA administrator and staff employed by the AU in support of the local plan:

- The Policy Council shall approve positions necessary for the operation of the SELPA functions according to this Local Plan and based upon the recommendations from the SELPA Director.
- The AU is responsible for serving as the employing agency for the SELPA Director and the SELPA staff and developing procedures, policies, job descriptions and other necessary provisions that, with approval of the Policy Council, enables the SELPA to operate as a special program within the structure of the County Office.
 - The AU is responsible for the recruitment and hiring of the SELPA Director and staff.
 - The Superintendents' Council shall jointly supervise and evaluate the SELPA Director's performance, including implementing disciplinary action as may be necessary.

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- The SELPA Director oversees the recruitment, supervision and evaluation of SELPA staff.

b. The local method used to distribute federal and state funds to the SELPA RLA/AU and to LEAs within the SELPA:

All federal and state special education funds shall be allocated to the SELPA AU for allocation to LEAs according to an approved Special Education Funding Allocation Plan. Any changes to the allocation plan of federal and state special education funds shall be made by the Policy Council and approved by the LEA governing boards (Del Norte County/District shall be considered one governing board).

The governing boards of the LEAs participating in the SELPA have agreed that students with disabilities will be provided with appropriate special education services. The Policy Council has been designated the authority to verify the distribution of all federal and state special education funds in order for local education agencies to carry out their responsibilities. The AU shall be responsible for the distribution of the funds according to the approved Special Education Funding Allocation Plan. The SELPA Director is responsible to ensure that the funds are distributed in accordance with the funding allocation plan.

The Superintendents' Special Education Policy Council shall annually review and allocate the special education funds to all the participating LEAs in the SELPA according to the allocation model described in this Local Plan.

c. The operation of special education programs: education programs:

It is the intention of the SELPA to provide a full continuum of services to students with disabilities, including students in charter schools, throughout the geographic region of the SELPA. Access to services is through each of the LEAs. The referral, assessment and IEP processes are utilized to identify the needs of each individual student with disabilities. The LEAs shall assure that students will have their rights to appropriate services provided in the least restrictive environment.

Role of the AU/RLA:

The AU shall be responsible for receipt of and distribution of any funds for the operation of special education programs in accordance with the provisions of the Education Code Section 56836.

In order to ensure that a full continuum of appropriate services are available on a regional basis throughout the SELPA, the AU shall be authorized to enter into agreements with one or more LEAs to develop and operate program services and to recover the costs associated with providing those services in accordance with the approved Local Plan and Program Reimbursement Matrix.

Role of the SELPA Administrator:

- Coordinate implementation of all components of the Local Plan;
- Develop and maintain interagency agreements with appropriate public agencies to ensure a full range of special education programs and services;
- Monitor and ensure appropriate use of federal, state, and local funds allocated for special education operations;

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- Provide LEA program staff with a venue for sharing ideas regarding issues such as IEP development and implementation, curriculum scope and sequence, student performance targets, assessments, instructional best practices, and day-to-day operations.

Role of the LEA:

Each LEA shall utilize one or more of the following options to provide special education and services and to assure full educational opportunity:

- Provide a full continuum of special education programs within their district;
- Contract with another LEA within the SELPA for special education programs/services, if applicable;
- Refer for placement in programs and/or services provided by nonpublic schools or agencies or residential treatment centers;
- Refer for diagnostic services and/or placement in State Special Schools.

d. Monitoring the appropriate use of federal, state, and local funds allocated for special education programs:

It is the intent of the SELPA that the needs of students with disabilities as identified in their IEPs shall be met through the appropriate use of special education funds. To ensure the appropriate use of special education funds the following steps shall be followed:

Role of the RLA/AU:

The AU, as the grantee of federal funds from the California Department of Education (CDE), shall distribute all or part of the federal funds received to the SELPA. The AU will provide consultation and support to the SELPA related to the monitoring of the appropriate use of federal, state and local funds used for special education programs.

Role of the SELPA Administrator:

The SELPA Director or designee shall be responsible to monitor, at a minimum annually, the appropriate use of all funds allocated for special education programs and services. Final determination and monitoring regarding the appropriate use of special education funds shall be made through the required annual MOE reports and Annual Budget Plan submitted to the CDE.

Role of the LEA:

The individual LEAs, along with support from the SELPA Director, shall ensure that the funds received from part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA; will be used to supplement state, local, and other Federal funds and not to supplant those funds; and will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of students with disabilities except as provided in Federal law and regulations.

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12. Describe how specialized equipment and services will be distributed within the SELPA in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environments:

The SELPA and individual LEAs will ensure that specialized equipment is accessible to students and in alignment with federal and state law. Specialized equipment and services will be provided at the site where the Individualized Education Program (IEP) team has determined provides the program/services where the student with a free and appropriate public education is served in the least restrictive environment.

Low Incidence funds may be used for all pupils with low incidence disabilities as defined in law (hearing impairments, visual impairments, severe orthopedic impairments or any combination thereof) where an IEP team has determined the student meets eligibility requirements for a low incidence disability and the specialized equipment and/or services are recommended in the student's IEP.

The LEA is responsible for providing a student with disabilities who requires the use of an assistive technology device, as noted in their IEP, with continued access to that device, or to a comparable device, when the student, because of enrollment in another LEA, ceases to be enrolled in that LEA. This responsibility is in force until alternative arrangements for providing the student with continuous access to the assistive technology device, or to a comparable device, can be made or until two months have elapsed from the date that the student ceased to be enrolled in that LEA, whichever occurs first (EC 56040.3).

Policies, Procedures, and Programs

Pursuant to EC sections 56122 and 56205(a), the SELPA ensures conformity with Title 20 *United States Code (USC)* and in accordance with Title 34 *Code of Federal Regulations (CFR)* Section 300.201 and has in effect policies, procedures, and programs. For each of the following 23 areas, identify whether, or not each of the following provisions of law are adopted as stated. If the policy is not adopted as stated, briefly describe the SELPA's policy for the given area. In all cases, provide the SELPA policy and procedure numbers; the document title; and the physical location where the policy can be found.

1. Free Appropriate Public Education: 20 USC Section 1412(a)(1)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that a free appropriate public education is available to all children with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school." The policy is adopted by the SELPA

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as stated:

Yes No

2. Full Educational Opportunity: 20 USC Section 1412(a)(2)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that all children with disabilities have access to educational programs, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

Yes No

3. Child Find: 20 USC Section 1412(a)(3)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities, who are in need of special education and related services, are identified, located, and evaluated. A practical method has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services." The policy is adopted by the SELPA as stated:

Yes No

**4. Individualized Education Program (IEP) and Individualized Family Service Plan (IFSP):
20 USC Section 1412(a)(4)**

Policy/Procedure Number:

Document Title:

Document Location:

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"It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 USC Section 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 USC Section 1414 (d). It shall be the policy of this LEA that a of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions." The policy is adopted by the SELPA as stated:

Yes No

5. Least Restrictive Environment: USC Section 1412(a)(5)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily." The policy is adopted by the SELPA as stated:

Yes No

6. Procedural Safeguards: 20 USC Section 1412(a)(6)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations." The policy is adopted by the SELPA as stated:

Yes No

7. Evaluation: 20 USC Section 1412(a)(7)

Policy/Procedure Number:

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Document Title:

Document Location:

"It shall be the policy of this LEA that a reassessment of a child with a disability shall be conducted at least once every three years or more frequently, if appropriate." The policy is adopted by the SELPA as stated:

Yes No

8. Confidentiality: 20 USC Section 1412(a)(8)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

Yes No

9. Part C to Part B Transition: 20 USC Section 1412(a)(9)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that children participating in early intervention programs under the Individuals with Disabilities Education Act (IDEA), Part C, and who will participate in preschool programs, experience a smooth and effective transition to preschool programs in a manner consistent with 20 USC Section 1437(a)(9). The transition process shall begin prior to the child's third birthday." The policy is adopted by the SELPA as stated:

Yes No

10. Private Schools: 20 USC Section 1412(a)(10)

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Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents." The policy is adopted by the SELPA as stated:

Yes No

11. Local Compliance Assurances: 20 USC Section 1412(a)(11)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that the local plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and-regulations, including compliance with the IDEA; the Federal Rehabilitation Act of 1973, Section 504 of Public Law; and the provisions of the California EC, Part 30." The policy is adopted by the SELPA as stated:

Yes No

12. Interagency: 20 USC Section 1412(a)(12)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process." The policy is adopted by the SELPA as stated:

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Yes No

13. Governance: 20 USC Section 1412(a)(13)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the local plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Education Agency." The policy is adopted by the SELPA as stated:

Yes No

14. Personnel Qualifications

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to ensure that personnel providing special education related services are appropriately and adequately prepared and trained, and that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications." The policy is adopted by the SELPA as stated:

Yes No

15. Performance Goals and Indicators: 20 USC Section 1412(a)(15)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to comply with the requirements of the performance goals and

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indicators developed by the CDE and provide data as required by the CDE." The policy is adopted by the SELPA as stated:

Yes No

16. Participation in Assessments: 20 USC Section 1412(a)(16)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs described in 20 USC Subsection 6311. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments where necessary and as indicated in their respective Reps.." The policy is adopted by the SELPA as stated:

Yes No

17. Supplementation of State, Local, and Federal Funds: 20 USC Section 1412(a)(17)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA, and will be used to supplement and not to supplant state, local, and other federal funds." The policy is adopted by the SELPA as stated:

Yes No

18. Maintenance of Effort: 20 USC Section 1412(a)(18)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds

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and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations." The policy is adopted by the SELPA as stated:

Yes No

19. Public Participation: 20 USC Section 1412(a)(19)

Policy/Procedure Number:

Policy/Procedure Title:

Document Location:

"It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comments are available to the general public, including individuals with disabilities and parents of children with disabilities, and are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA." The policy is adopted by the SELPA as stated:

Yes No

20. Suspension and Expulsion: 20 USC Section 1412(a)(22)

Policy/Procedure Number:

Document Title:

Document Location:

"The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised." The policy is adopted by the SELPA as stated:

Yes No

21. Access to Instructional Materials: 20 USC Section 1412(a)(23)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National

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Instructional Materials Accessibility Standard." The policy is adopted by the SELPA as stated:

Yes No

22. Over-identification and Disproportionality: 20 USC Section 1412(a)(24)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to prevent the inappropriate over-identification or disproportionate representation by race and ethnicity of children as children with disabilities." The policy is adopted by the SELPA as stated:

Yes No

23. Prohibition on Mandatory Medicine: 20 USC Section 1412(a)(25)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services." The policy is adopted by the SELPA as stated:

Yes No

Administration of Regionalized Operations and Services

Pursuant to *EC* sections 56195.7(c), 56205(a)(12)(B), 56368, and 56836.23, describe the regionalized operation and service functions. Descriptions must include an explanation of the direct instructional support provided by program specialists; and the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA. Information provided should include the reference number, document title, and the location (e.g., SELPA office) for each function:

1. Coordination of the SELPA and the implementation of the local plan:

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Reference Number:

Document Title:

Document Location:

Description:

Role of the RLA/AU:

- Delegating administrative support and coordination of the implementation of the Local Plan to the SELPA Director
- Receiving and distributing the special education funds to LEA accounts for special education program and services in accordance with the annual recommendations made by the Policy Council.

Role of the SELPA Administrator:

- Ensure that the local plan is implemented and will make recommendations to the Policy Council when revisions are needed.
- Facilitate development and approval of SELPA policies and procedures necessary to implement the local plan.

Role of the LEA:

- Ensure a full continuum of services/supports are available in order to provide a free and appropriate public education to all students with disabilities for whom they are responsible.
- Through their representative at the Policy Council, will review and approve policies and procedures to implement the Local Plan.

2. Coordinated system of identification and assessment:

Reference Number:

Document Title:

Document Location:

Guidelines for Special Education Identification and Eligibility and procedures related to identification and assessment.

Identification procedures shall include systematic methods of utilizing referrals of students from teachers, parents, agencies, appropriate

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Description:

professionals and from other members of the public. A student shall be referred for special education instruction and services only after the resources of the general education program have been considered and, where appropriate, utilized. All referrals shall initiate the development of an assessment process and shall be documented. In most situations, an initial referral for special education will result in an assessment plan to assess the student for special education eligibility. When a verbal referral is made, staff shall assist the individual in making the request in writing. All referrals made by school staff shall be written and include a brief reason for the referral and documentation of the resources of the general education program that have been considered, modified, and, when appropriate, the results of the intervention.

3. Coordinated system of procedural safeguards:

Reference Number:

Document Title:

Document Location:

Description:

In accordance with § 1415(d)(1)(A) of Title 20 of the United States Code, and § 300.504(a) of Title 34 of the Code of Federal Regulations, parents shall be given a copy of their rights and Procedural Safeguards, also known as Parent Rights, one time a school year. Parents should also give given a copy of the Procedural Safeguards:

1. Upon initial referral or parental request for assessment.
2. Upon receipt of the first state complaint under § 56500.2 in a school year.
3. Upon receipt of the first due process hearing request under § 56502 in a school year.
4. When a decision is made to make a removal that constitutes a change of placement of a student with a disability because of a violation of a code of student conduct in accordance with § 300.530(h) of Title 34 of the Code of Federal Regulations.
5. Upon request by a parent.

4. Coordinated system of staff development and parent and guardian education:

Reference Number:

Document Title:

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Document Location:

Description:

Role of the RLA/AU:

Coordinates training and support for districts related to special education needs in the LEAs.

Role of the SELPA Administrator:

On an annual basis, input is collected from the Special Education Administrators from member LEAs and staff to determine the staff development needs that the SELPA is requested to provide. On an annual basis, the Community Advisory Committee will provide input on the parent and guardian education needs. The SELPA Administrator or designee will coordinate and/or provide needed trainings and supports as requested or determined appropriate for each member LEA.

Role of the LEA:

LEAs will determine their staff development and parent/guardian education needs, based on their locally identified requirements. LEAs will seek assistance and staff and professional development from the SELPA when needed.

5. Coordinated system of curriculum development and alignment with the core curriculum:

Reference Number:

Document Title:

Document Location:

Description:

Role of the RLA/AU:

Coordinates training and support for districts related to special education needs in the LEAs.

Role of the SELPA Administrator:

The SELPA Director will provide technical assistance and staff development as requested or determined appropriate for member LEAs.

Role of the LEA:

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Individual LEAs will determine needs for curriculum development and alignment with the core curriculum, based on their locally identified needs. LEAs will seek technical assistance and staff and professional development from the SELPA when needed.

6. Coordinated system internal program review, evaluation of the effectiveness of the local plan, and implementation of the local plan accountability system:

Reference Number:

Document Title:

Document Location:

Description:

7. Coordinated system of data collection and management:

Reference Number:

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Document Title:

Document Location:

Description:

Role of the of the SELPA:

The SELPA will approve the California Longitudinal Assessment and Pupil Data System (CALPADS) submission of each member LEA as required by the California Department of Education. The SELPA will provide technical assistance and training to LEAs as requested and/or deemed necessary by the SELPA.

Role of the LEAs:

LEAs are responsible for data entry, quality and integrity. LEAs will ensure that CALPADS submissions are in a timely manner and as required by the California Department of Education.

8. Coordination of interagency agreements:

Reference Number:

Document Title:

Document Location:

Description:

Role of the SELPA:

The SELPA Director, or designee, will review, revise, or develop interagency agreements as required to implement the plan. The SELPA Director will ensure that interagency agreements are in place as required by California Education Code and provide technical assistance and dispute resolution as needed.

Role of the LEA:

LEA will support and implement interagency agreements developed and agreed to by the SELPA .

9. Coordination of services to medical facilities:

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Reference Number:

Document Title:

Document Location:

Description:

Role of the SELPA:

The SELPA Director will facilitate the coordination of services to students in medical facilities within the geographic area of the SELPA and by the designated LEAs.

Role of the LEA:

Individuals with exceptional needs who are placed in a public hospital, state licensed children's hospital, psychiatric hospital, proprietary hospital, or a health facility for medical purposes are the educational responsibility of the LEA in which the hospital or facility is located.

10. Coordination of services to licensed children's institutions and foster family homes:

Reference Number:

Document Title:

Document Location:

Description:

Role of the SELPA:

The SELPA Director will facilitate the coordination of services to students in licensed children's institutions and foster homes within the geographic area of the SELPA and by the designated LEAs.

Role of the LEAs:

Special education services for students with disabilities residing in foster family homes or licensed children's institutions shall be the responsibility of the LEA in which the foster family home or the licensed children's institution is located, unless based on education code there is another district of special education accountability which would be responsible.

11. Preparation and transmission of required special education local plan area reports:

Reference Number:

Section B: Governance and Administration

SELPA

Fiscal Year

Document Title:

Document Location:

Description:

12. Fiscal and logistical support of the CAC:

Reference Number:

Document Title:

Document Location:

Description:

Section B: Governance and Administration

SELPA

Fiscal Year

13. Coordination of transportation services for individuals with exceptional needs:

Reference Number:

Document Title:

Document Location:

Description:

Role of the SELPA:

The SELPA Director or designee will provide technical assistance as needed or requested by LEAs.

Role of the LEA:

Each individual LEA will be responsible for providing transportation for their students with disabilities as determined by their IEP teams.

14. Coordination of career and vocational education and transition services:

Reference Number:

Document Title:

Document Location:

Description:

Role of the SELPA:

The SELPA Administrator will provide staff and professional development and technical assistance as needed or requested. The SELPA Administrator will ensure appropriate interagency agreements are in place and facilitate connection to agencies, as appropriate.

Role of the LEA:

Individual LEAs will provide career and vocational education and transition services as required under state and federal law as appropriate. LEAs will also coordinate with local agencies (e.g., Regional Center and Department of Rehabilitation).

15. Assurance of full educational opportunity:

Section B: Governance and Administration

SELPA

Fiscal Year

Reference Number:

Document Title:

Document Location:

Description:

16. Fiscal administration and the allocation of state and federal funds pursuant to *EC* Section 56836.01—The SELPA Administrator's responsibility for the fiscal administration of the annual budget plan; the allocation of state and federal funds; and the reporting and accounting of special education funding.

Reference Number:

Document Title:

Document Location:

Role of the RLA/AU:

The AU will work collaboratively with the SELPA to ensure that the distribution of funds are in alignment with the Funding Allocation Plan

The AU shall be responsible for functions including, but not limited to:

• Receipt and distribution of any funds for the operation of special education programs to appropriate accounts.
• Receipt and distribution of special education funds to accounts exclusively designated for SELPA use.

Section B: Governance and Administration

SELPA

Fiscal Year

Description:

Role of the SELPA:

The SELPA Director will:

- Ensure that the distribution and allocation of funds to member LEAs is in alignment with the Funding Allocation Plan.
- Review, monitor and submit required fiscal reports as identified by the California Department of Education.
- Review and submit the Annual Budget Plan

Role of the LEA:

The individual LEAs through representation at Policy Council, determine and approve the allocation of funds to the member LEAs and the Annual Budget Plan. The LEAs will submit required fiscal reports as required by state and federal law.

17. Direct instructional program support that maybe provided by program specialists in accordance with EC Section 56368:

Reference Number:

Document Title:

Document Location:

Description:

Role of the SELPA:

The SELPA Director will supervise and evaluate the SELPA program director(s) and provide training and guidance as needed.

Under the direction of the SELPA Director, direct instructional program support that may be provided by the program director(s) which shall include, but are not limited to:

- Conduct observations, consult with and assist special and general education staff, administrators, and parents regarding appropriate services for students with disabilities.
- Participate and provide technical support in program development.
- Facilitate the development and implementation of staff development and parent education activities.

Role of the individual LEAs:

Section B: Governance and Administration

SELPA

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The program directors(s) will provide direct instructional support to LEAs as requested or determined necessary.

Special Education Local Plan Area Services

1. A description of programs for early childhood special education from birth through five years of age:

Reference Number:

Document Title:

Document Location:

Description:

2. A description of the method by which members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the local plan, may address questions or concerns to the SELPA governing body or individual administrator:

Reference Number:

Document Title:

Section B: Governance and Administration

SELPA

Fiscal Year

Document Location:

Description:

3. A description of a dispute resolution process, including mediation and final and binding arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan:

Reference Number:

Document Title:

Document Location:

Description:

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selected by one of the LEAs agreeing to the plan, and (3) one person selected by mutual agreement of the other two appointees within five days. The decision of the panel will be binding for all parties involved in the dispute.

4. A description of the process being used to ensure a student is referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized:

Reference Number:

Document Title:

Document Location:

Description:

5. A description of the process being used to oversee and evaluate placements in nonpublic, nonsectarian schools and the method of ensuring that all requirements of each student's individualized education program are being met. The description shall include a method for evaluating whether the student is making appropriate educational progress:

Reference Number:

Document Title:

Document Location:

Description:

Section B: Governance and Administration

SELPA

Fiscal Year

6. A description of the process by which the SELPA will fulfill the obligations to provide free and appropriate public education (FAPE) to a student age 18 to 21 (or age 22 under the circumstances described in *EC 56026(c)(4)*) who has been incarcerated in a county jail and remains eligible for special education services:

The obligation to make FAPE available extends to those otherwise-eligible adults in county jail, age 18 to 21, who: (a) had been identified as a child with a disability and had received services in accordance with an IEP, but left school prior to their incarceration; or (b) did not have an IEP in their last educational setting, but had actually been identified as a child with a disability. (*EC Section 56040*)

It is the responsibility of the district of residence (DOR) to provide special education services and related services to an adult student in county jail who remains eligible for these services and wishes to receive them. The DOR is the district in which the student's parents resided when the student turned 18, unless and until the parents move to a new DOR. For conserved students, the DOR is based on the residence of the conservator. (*EC Section 56041*)

Reference Number:	<input type="text" value="PM: 3"/>
Document Title:	<input type="text" value="Humboldt-Del Norte SELPA Special Education Procedural Manual"/>
Document Location:	<input type="text" value="https://hdnselpa.org/"/>
Description:	<p>The laws state that individuals between the ages of 18-21 who are incarcerated in an adult correctional facility are not entitled to a free appropriate public education (FAPE) if, in their educational placement prior to incarceration, they were determined not eligible for special education and did not have an IEP under Part B of the Individuals with Disabilities Education Act (IDEA)</p> <p>The district in which the incarcerated student's parents reside is responsible for providing free appropriate public education (FAPE) to incarcerated students with disabilities in a county jail who do not fall into the above exception. This obligation would extend to a child-find obligation for students under the age of 18 who are incarcerated in an adult facility.</p>

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.4 Approval of the SCOE Budget Transfer Resolution for NU-SCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

To complete our first interim budget, Siskiyou County Office of Education needs to transfer funds within our account. These budget adjustments are completed in order to more accurately reflect ongoing expenditures throughout the remainder of the school year. In order to make these budget adjustments, the board must approve the attached resolution.

Fiscal Implications:

None

Contact Person/s: Shari Lovett

BUDGET TRANSFER RESOLUTION

Northern United Siskiyou

(District)

Siskiyou County, California

ON MOTION of member _____, seconded by member _____, it is resolved and ordered by the Governing Board that, pursuant to Education Code Section 42600, the following transfers be made.

See Attached Budget Transfer Transactions Report

PASSED AND ADOPTED by said Governing Board on _____ by the vote:
(Date)

Ayes: _____

Noes: _____

Absent: _____

STATE OF CALIFORNIA, COUNTY OF SISKIYOU ss

I, _____, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

(Signature, Clerk of the Governing Board)

APPROVED:
Kermith R. Walters, County Superintendent
Siskiyou County Office of Education

By: _____, Deputy Date: _____

County Office Use Only:

Transfer Number:	Date Posted:	By:
210004-210016	1/15/21	

ACCOUNT CLASSIFICATIONS SELECTED							FIELD RANGES SELECTED		
FD	RESC	Y	OBJT	GOAL	FUNC	SCH	LOCAL	FI	RANGE
1.	-	-	-	-	-	-	-		
2.	-	-	-	-	-	-	-		
3.	-	-	-	-	-	-	-		
4.	-	-	-	-	-	-	-		
5.	-	-	-	-	-	-	-		
6.	-	-	-	-	-	-	-		
7.	-	-	-	-	-	-	-		
8.	-	-	-	-	-	-	-		
9.	-	-	-	-	-	-	-		
10.	-	-	-	-	-	-	-		

SORT / SELECTION CRITERIA:

Update Mode: Report & Update
Auto Balance: Balance all Transfers
Number of transactions per transfer: 500
Transaction Date: 1/15/2021
Budget Development Year: 2021
Budget Development Model: 05
General Ledger Year: 2021
Balance Object: 9790
Transfers per Fund/Sub Fund: Only 1 balance sheet combo per transfer
Transfer Status: All Transfers added as Unapproved
Transfer Description: 20/21 1st Interim
Transfer Threshold: 00.00%
Transfer Rounding Rules: No rounding
Create accounts not in GLDSYS: Yes
Zero GL accounts not found in BDEVOL: Yes

Trans No	Line	FD RESC Y OBJT GOAL FUNC SCH LOCAL	Transfer Amount			
			Budget	Working	Debit	Credit
210004	1	62-0000-0-1100-1110-1000-000-00000	409,210.00	429,070.00	19,860.00	
	2	62-0000-0-2400-0000-2700-000-00000	91,560.00	98,856.00	7,296.00	
	3	62-0000-0-2900-1110-1000-000-00000	3,861.00	79,365.00	75,504.00	
	4	62-0000-0-3101-1110-1000-000-00000	66,087.42	69,294.82	3,207.40	
	5	62-0000-0-3202-0000-2700-000-00000	18,952.92	20,463.19	1,510.27	
	6	62-0000-0-3202-1110-1000-000-00000	799.23	16,428.55	15,629.32	
	7	62-0000-0-3302-0000-2700-000-00000	5,676.72	6,129.07	452.35	
	8	62-0000-0-3302-1110-1000-000-00000	239.38	4,920.62	4,681.24	
	9	62-0000-0-3311-1110-1000-000-00000	5,933.55	6,221.52	287.97	
	10	62-0000-0-3312-0000-2700-000-00000	1,327.62	1,433.41	105.79	
	11	62-0000-0-3312-1110-1000-000-00000	55.98	1,150.78	1,094.80	
	12	62-0000-0-3401-0000-2700-000-00000	13,604.80			13,604.80 *New
	13	62-0000-0-3401-1110-1000-000-00000	66,641.20	83,793.20	17,152.00	
	14	62-0000-0-3402-0000-2700-000-00000	24,736.00	12,368.00		12,368.00
	15	62-0000-0-3402-0000-7200-000-00000	2,473.60			2,473.60 *New
	16	62-0000-0-3402-1110-1000-000-00000	24,736.00	9,894.40		14,841.60
	17	62-0000-0-3402-1110-3110-000-00000	1,236.80			1,236.80 *New
	18	62-0000-0-3501-1110-1000-000-00000	204.61	214.54	9.93	
	19	62-0000-0-3502-0000-2700-000-00000	45.78	49.43	3.65	
	20	62-0000-0-3502-1110-1000-000-00000	1.93	39.69	37.76	
	21	62-0000-0-3601-1110-1000-000-00000	9,534.59	9,997.33	462.74	
	22	62-0000-0-3602-0000-2700-000-00000	2,133.35	2,303.34	169.99	
	23	62-0000-0-3602-1110-1000-000-00000	89.96	1,849.20	1,759.24	
	24	62-0000-0-4100-1110-1000-000-00000	1,409.00			1,409.00
	25	62-0000-0-5200-0000-2700-000-00000	169.00			169.00
	26	62-0000-0-5400-0000-2700-000-00000		7,000.00	7,000.00	*Zeroed
	27	62-0000-0-5400-0000-7200-000-00000	29,003.00	18,700.00		10,303.00
	28	62-0000-0-5500-0000-8100-000-00000	9,111.00	7,000.00		2,111.00
	29	62-0000-0-5800-0000-2700-000-00000	144,020.00	210,472.55	66,452.55	
	30	62-0000-0-5800-0000-7200-000-00000	38,413.80	46,104.96	7,691.16	
	31	62-0000-0-5800-1110-3110-000-00000	6,320.00	22,658.00	16,338.00	
	32	62-0000-0-5801-0000-7200-000-00000	52.00			52.00
	33	62-0000-0-5912-1110-1000-000-00000	7,990.00	5,675.00		2,315.00
	34	62-0000-0-7310-0000-7210-000-00000	6,418.98	6,699.66		280.68
	35	62-0000-0-8011-0000-0000-000-00000	1,498,217.00	1,425,497.00	72,720.00	
	36	62-0000-0-8096-0000-0000-000-00000		50,570.00		50,570.00 *Zeroed
	37	62-0000-0-8290-0000-0000-000-00000		24,229.00		24,229.00 *Zeroed
	38	62-0000-0-8980-0000-0000-000-00000	234,326.16	82,301.76		152,024.40
	39	62-0000-0-9790-0000-0000-000-00000				31,438.28 *Bal
			2,243,102.10	2,582,747.18	319,426.16	319,426.16
210005	1	62-0001-0-1100-1110-1000-000-00000	72,500.00			72,500.00
	2	62-0001-0-3101-1110-1000-000-00000	11,708.75			11,708.75
	3	62-0001-0-3311-1110-1000-000-00000	1,051.25			1,051.25
	4	62-0001-0-3401-1110-1000-000-00000	18,552.00			18,552.00
	5	62-0001-0-3401-1110-3110-000-00000	2,473.60			2,473.60 *New
	6	62-0001-0-3402-1110-3110-000-00000	1,236.80			1,236.80 *New
	7	62-0001-0-3501-1110-1000-000-00000	36.25			36.25
	8	62-0001-0-3601-1110-1000-000-00000	1,689.25			1,689.25
	9	62-0001-0-5710-1110-1000-000-00000	145,731.99		145,731.99	*New
	10	62-0001-0-5800-1110-3110-000-00000	14,824.00			14,824.00
	11	62-0001-0-8980-0000-0000-000-00000	124,071.90		124,071.90	*New
	12	62-0001-0-9790-0000-0000-000-00000				145,731.99 *Bal
			102,411.81	.00	269,803.89	269,803.89

Trans No	Line	FD RESC Y OBJT GOAL FUNC SCH LOCAL	Budget	Transfer Amount		Credit	
				Working	Debit		
210006	1	62-0230-0-5710-1110-1000-000-00000	145,731.99			145,731.99	*New
	2	62-0230-0-9790-0000-0000-000-00000			145,731.99		*Bal
			145,731.99	.00	145,731.99	145,731.99	
210007	1	62-1100-0-4300-1110-1000-000-00000	66,173.08	21,059.00		45,114.08	
	2	62-1100-0-8560-0000-0000-000-00000	22,599.00	21,059.00	1,540.00		
	3	62-1100-0-9790-0000-0000-000-00000			43,574.08		*Bal
			88,772.08	42,118.00	45,114.08	45,114.08	
210008	1	62-3010-0-1100-1110-1000-000-00000	4,300.00	2,150.00		2,150.00	
	2	62-3010-0-2900-1110-1000-000-00000	20,277.00	26,217.00	5,940.00		
	3	62-3010-0-3101-1110-1000-000-00000	694.45	347.23		347.22	
	4	62-3010-0-3202-1110-1000-000-00000	4,197.34	5,426.92	1,229.58		
	5	62-3010-0-3302-1110-1000-000-00000	1,257.17	1,625.45	368.28		
	6	62-3010-0-3311-1110-1000-000-00000	62.35	31.18		31.17	
	7	62-3010-0-3312-1110-1000-000-00000	294.02	380.15	86.13		
	8	62-3010-0-3501-1110-1000-000-00000	2.15	1.08		1.07	
	9	62-3010-0-3502-1110-1000-000-00000	10.14	13.11	2.97		
	10	62-3010-0-3601-1110-1000-000-00000	100.19	50.10		50.09	
	11	62-3010-0-3602-1110-1000-000-00000	472.46	610.86	138.40		
	12	62-3010-0-7310-0000-7210-000-00000	1,693.20	1,894.41	201.21		
	13	62-3010-0-8290-0000-0000-000-00000	52,581.00	42,728.00	9,853.00		
	14	62-3010-0-8980-0000-0000-000-00000		7,991.49		7,991.49	*Zeroed
	15	62-3010-0-9790-0000-0000-000-00000				7,248.53	*Bal
			85,941.47	89,466.98	17,819.57	17,819.57	
210009	1	62-3210-0-4300-0000-8100-000-00000	3,188.00			3,188.00	
	2	62-3210-0-4300-1110-1000-000-00000	30,000.00			30,000.00	
	3	62-3210-0-5800-1110-1000-000-00000	2,000.00			2,000.00	
	4	62-3210-0-9790-0000-0000-000-00000			35,188.00		*Bal
			35,188.00	.00	35,188.00	35,188.00	
210010	1	62-3220-0-4300-0000-8100-000-00000	2,000.00			2,000.00	
	2	62-3220-0-4300-1110-1000-000-00000	8,604.00			8,604.00	
	3	62-3220-0-9790-0000-0000-000-00000			10,604.00		*Bal
			10,604.00	.00	10,604.00	10,604.00	
210011	1	62-4035-0-7310-0000-7210-000-00000	467.54	450.08		17.46	
	2	62-4035-0-8290-0000-0000-000-00000	6,911.00	5,826.00	1,085.00		
	3	62-4035-0-8980-0000-0000-000-00000	5,156.54	6,224.08		1,067.54	
	4	62-4035-0-9790-0000-0000-000-00000				.00	*Bal
			12,535.08	12,500.16	1,085.00	1,085.00	
210012	1	62-4126-0-5899-1110-1000-000-00000	2,211.00			2,211.00	*New
	2	62-4126-0-8290-0000-0000-000-00000	2,211.00		2,211.00		*New
	3	62-4126-0-9790-0000-0000-000-00000				.00	*Bal
			4,422.00	.00	2,211.00	2,211.00	
210013	1	62-4610-0-4100-1110-1000-000-00000	25,522.00			25,522.00	
	2	62-4610-0-4300-0000-2700-000-00000	51.00			51.00	
	3	62-4610-0-4300-0000-8100-000-00000	3,426.00			3,426.00	
	4	62-4610-0-4300-1110-1000-000-00000	16,867.00			16,867.00	
	5	62-4610-0-5800-1110-1000-000-00000	2,613.00			2,613.00	
	6	62-4610-0-8290-0000-0000-000-00000	8,872.36		8,872.36		

Trans No	Line	FD RESC Y OBJT GOAL FUNC SCH LOCAL	Budget	Transfer Amount			
				Working	Debit	Credit	
210013	7	62-4610-0-8980-0000-0000-000-00000	39,606.64		39,606.64		*New
	8	62-4610-0-9790-0000-0000-000-00000				.00	*Bal
			96,958.00	.00	48,479.00	48,479.00	
210014	1	62-6300-0-4100-1110-1000-000-00000	22,830.33	7,433.00		15,397.33	
	2	62-6300-0-4300-1110-1000-000-00000	1,498.00			1,498.00	
	3	62-6300-0-8560-0000-0000-000-00000	7,382.00	7,433.00		51.00	
	4	62-6300-0-9790-0000-0000-000-00000			16,946.33		*Bal
			31,710.33	14,866.00	16,946.33	16,946.33	
210015	1	62-6500-0-1100-5760-1120-000-00000	52,800.00			52,800.00	*New
	2	62-6500-0-1100-5770-1120-000-00000		52,800.00	52,800.00		*Zeroed
	3	62-6500-0-3101-5760-1120-000-00000	8,527.20			8,527.20	*New
	4	62-6500-0-3101-5770-1120-000-00000		8,527.20	8,527.20		*Zeroed
	5	62-6500-0-3311-5760-1120-000-00000	765.60			765.60	*New
	6	62-6500-0-3311-5770-1120-000-00000		765.60	765.60		*Zeroed
	7	62-6500-0-3401-5760-1120-000-00000	12,368.00			12,368.00	*New
	8	62-6500-0-3401-5770-1120-000-00000		12,368.00	12,368.00		*Zeroed
	9	62-6500-0-3402-5760-1120-000-00000	3,710.40			3,710.40	*New
	10	62-6500-0-3501-5760-1120-000-00000	26.40			26.40	*New
	11	62-6500-0-3501-5770-1120-000-00000		26.40	26.40		*Zeroed
	12	62-6500-0-3601-5760-1120-000-00000	1,230.24			1,230.24	*New
	13	62-6500-0-3601-5770-1120-000-00000		1,230.24	1,230.24		*Zeroed
	14	62-6500-0-5800-5760-1120-000-00000	21,300.00			21,300.00	*New
	15	62-6500-0-5800-5770-1120-000-00000		27,508.58	27,508.58		*Zeroed
	16	62-6500-0-7310-5001-7210-000-00000	3,908.24	4,005.17	96.93		
	17	62-6500-0-8980-5001-0000-000-00000	65,491.08	68,086.19		2,595.11	
	18	62-6500-0-9790-0000-0000-000-00000				.00	*Bal
			170,127.16	175,317.38	103,322.95	103,322.95	
210016	1	62-7420-0-4300-1110-1000-000-00000	275.00			275.00	
	2	62-7420-0-9790-0000-0000-000-00000			275.00		*Bal
			275.00	.00	275.00	275.00	
Grand Total of All Transfers:			3,027,779.02	2,917,015.70	1,016,006.97	1,016,006.97	

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.5 Approval of Extension of Families First Coronavirus Response Act (FFCRA) Paid Leave for COVID-19

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

The FFCRA requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions were effective from April 1, 2020 to December 31, 2020. Generally, employees receive up to two weeks of paid sick leave based on the specific qualifying reasons. Employers are reimbursed through this Act. Though these provisions expired on December 31st, employers may choose to extend the leave until March 31, 2021. The reimbursement also continues through March 31st.

Fiscal Implications:

None

Contact Person/s: Shari Lovett

EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The Families First Coronavirus Response Act (FFCRA or Act) requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

► PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- ⅔ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at ⅓ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

► ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.*

► QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to telework, because the employee:

- | | |
|---|---|
| <ol style="list-style-type: none">1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;2. has been advised by a health care provider to self-quarantine related to COVID-19;3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2); | <ol style="list-style-type: none">5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services. |
|---|---|

► ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

For additional information
or to file a complaint:
1-866-487-9243
TTY: 1-877-889-5627
dol.gov/agencies/whd



Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.6 Approval of Board Resolution to Authorize Participation in California School Finance Authority's ASAP Program for Cashflow Finance Borrowing

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

The California School Finance Authority is issuing loans to charter schools through its ASAP program.

Northern United - Humboldt Charter School will be experiencing a cash shortfall due to the State deferrals. In order to alleviate this, a loan must be taken. Currently, it is unclear whether or not Northern United - Siskiyou Charter School will experience a cash shortfall. However, at this time administration recommends moving forward for both schools. The final decision to take the loan and the amount borrowed will be made toward the end of February or beginning of March.

To participate in this loan program, the Board would need to approve the attached resolution. The resolution approves the Loan Agreement, the Intercept and the Purchase Confirmation. It also authorizes those listed in the resolution as signatories to approve future loan documents.

Fiscal Implications:

If a loan is taken, the estimate for financing costs range from \$9,700 to \$21,700, dependent on the size of the loan. In addition, the school will incur costs associated with services provided by our legal counsel.

Contact Person/s: Shari Lovett



**CSFA Borrower Resolution Adoption
Package Instructions**

February 4, 2021

VIA EMAIL

Shari Lovett
Northern United Charter Schools

Re: RESOLUTION ADOPTION PACKAGE INSTRUCTIONS

California School Finance Authority ASAP Program Series 2021A-1, A-2, B-1,
and B-2

Dear Ms. Lovett:

This email file contains (1) the board-ready **Borrower Authorizing Resolution**; (2) the draft forms of the **Loan Agreement**, the **Purchase Confirmation**, and the **Indenture** that accompany the Borrower Authorizing Resolution (these legal documents are provided in “form only” and will be completed after the Notes sale). As a note, you will not be a party to the Indenture, it is provided for reference only.

RESOLUTION AND RESOLUTION CERTIFICATE

Please:

1. Check the names and titles of the officials on the **Borrower Authorizing Resolution**. The Clerk of the Governing Board should be the person currently holding that title. Please call us immediately if corrections are necessary.

2. Confirm the “**Not-to-Exceed Principal Amount**” in the **Borrower Authorizing Resolution**. This amount sets the maximum amount of notes that the Borrower may issue (the final amount will be determined after the cash flow projection is finalized and during the Note Sale). Please call us immediately if the amount needs to be increased.

3. Adopt the **Borrower Authorizing Resolution**.

4. Sign and return an executed copy of the **Borrower Authorizing Resolution** by **March 1, 2021**. Please scan/email any signature pages to mbauer@orrick.com.

After approval of the Borrower Authorizing Resolution, the ASAP financing team will be asking the following of you, the Borrower:

1. On or around **March 1, 2021**, Borrower provides final commitment to participate in the ASAP program to borrow the amount certified by the ASAP financing team in February 2021.

2. On or about **March 17, 2021**, have at least one Authorized Officer, execute the **Purchase Confirmation**, which include the terms of the transaction and will be provided by the ASAP financing team. Please note that the form that is included with the "Board Package" is a form of what the Purchase Confirmation will look like and the final version will be substantially similar to the approved form.

3. Shortly after the execution of the Purchase Confirmation, the ASAP financing team will provide the Borrower with execution versions of the **Loan Agreement**, the **Intercept Notice**, and other documents requiring signature of at least one Authorized Officer of the Borrower. These items will need to be signed and returned (via DocuSign) by **March 26, 2021** and will be held in escrow in anticipation of closing the transaction on **March 30, 2021**.

Thank you for your assistance. Please call 213-612-2325 with any questions.

Sincerely,

Marc Bauer



Charter School Pooled TRANs (ASAP Program)

Program Update – February 5, 2021

The California School Finance Authority (“CSFA”) developed the ASAP Program to offer charter schools a transparent, low cost deferral financing structure as an alternative to bank lines of credit and the sale of apportionment receivables. On behalf of charter schools participating the ASAP Program (“Borrowers”), CSFA will issue pooled Revenue Anticipation Notes (“Notes”) to investors and use the proceeds of the Notes to make loans to Borrowers on the same terms. Each Borrower will use these loans as a cash bridge over the February to November 2021 deferral period. Each Borrower’s future State apportionments will be diverted directly by the State Controller to repay the loan with no future action required by the Borrower. Repayment of each Borrower’s loans is provided in a loan agreement between CSFA and each Borrower.

To enhance marketability of the Notes and to secure the lowest possible interest rate for Borrowers, CSFA will enter into agreements with two banks, the Royal Bank of Canada (“RBC”) and Citigroup (“Citi”), to provide Letters of Credit (“LOCs”). Each of the LOCs will support repayment of a series of the Notes.

Significant Reduction in Interest Cost. RBC and Citi’s LOCs will mean that the Notes will bear the very high credit ratings of the LOC banks, and can therefore be sold at a lower interest rate. At the present time, the interest rate is estimated to be about 0.50% (annualized), but is subject to change based on market and other conditions. After including the 0.65% up-front fee to be paid to the LOC banks, the combined interest cost is currently estimated at 1.15%. This interest cost is a significant improvement from the previous estimated range of 1.50%-3.50%.

In developing the credit for investors, and through negotiations with RBC and Citi, CSFA was compelled to make a few structuring adjustments to the ASAP Program, as described below. These adjustments were accepted as a means to achieve the lowest possible interest rate for Borrowers.

Distribution of Loan Funds. Each Borrower’s loan amount will be limited by the total amount of the State apportionment deferrals certified by the California Department of Education (“CDE”) at the First Principal Apportionment (P-1) which will be determined on February 20. The maximum principal amount of each loan will be sized up to the total deferrals less the loan interest accruing from the closing date of March 30 to the maturity date of December 30. At closing, each Borrower’s share of issuance costs will be deducted from the loan proceeds.

Borrowers are expected to receive the February and March deferral portions of the loans at closing on March 30. The April and May deferral portions of the loans will be released on or shortly after April 29 and May 28, respectively, when the non-deferred State apportionments are expected to be paid by the State. In order to receive each released portion, Borrowers will be required to monthly submit a signed certificate stating its participating schools are continuing to operate in good standing (each, a “Monthly Draw Certificate”).

Following CDE’s certification of the Second Principal Apportionment (P-2) on June 25, Borrowers will be informed of any adjustments to their June deferral amount. If CDE’s P-2 adjustment reduces the June deferral to an amount that is less than a Borrower’s undistributed loan proceeds, the lesser amount is expected to be released to the Borrower on or shortly after June 29.

Schools with charters expiring on June 30, 2021. There are a few potential Borrowers that have not completed their renewal cycle in the current Fiscal Year. Because the lack of a charter for the next fiscal year increases the

overall repayment risk of the Notes, extra precautions with these Borrowers must be taken. These Borrowers will receive their February and March proceeds as described. Their remaining proceeds, however, will be escrowed (held by the Note Trustee) until their charter is renewed. Once their charter is renewed, the escrowed funds will then be released, and the remaining funds for that school will follow the same release schedule and submission of Monthly Draw Certificates as Borrowers with later expiring charters. If a Borrower's charter is not renewed by June 30, the escrowed funds will not be released, and the State Intercept will be used to intercept the first available revenues from that Borrower from State deferral repayments in FY 2021-22.

Credit Enhancement Deposit. In order to make the Notes marketable at a very low interest rate, and to permit the LOC banks to support all of the Notes, it is necessary for Borrowers to contribute, from the proceeds of their loan, a credit enhancement fee of approximately 6% of their loan amount. Each Borrower's share of issuance costs will include this credit enhancement fee, to be made from proceeds of the Notes (allocable to proceeds of each Borrower's loan). This credit enhancement fee was structured as the most expeditious way for the ASAP Program to mitigate what we regard as a minimal risk to repayment of the Notes. If all deferred apportionments are made to loans as expected, a release of the fee amount is expected in a manner similar to the release of the escrowed funds as described above.

In July 2021, the CDE will release its final deferral payment schedule, along with making the first deferral repayment. When the final deferral payment schedule is released and the amount of the credit enhancement fee needed is determined, the unused credit enhancement fees will be returned to the non-defaulting Borrowers on or about July 29.

The credit enhancement fee would only be used in the event that a charter school closed, but still received and accepted its deferral advance. In this unlikely event, CDE may not repay that particular deferral, which would then be funded from the credit enhancement fee instead.

The credit enhancement fee will be used to protect against any defaults by schools in the ASAP Program, which we view as a very unlikely event given the distribution of funds as described above. For reference, out of the approximately 1,300 charter schools in California, on average only 1 or 2 close before year end. A school in the ASAP Program would need to close between March 31 and June 30, 2021, and still certify that it is continuing to operate in good standing and accept its loan proceeds in order to trigger the use of the credit enhancement fee.

Prepayment or Lender Consent for Certain Borrowers. As we review each Borrower's outstanding indebtedness, in some instances, a Borrower will be asked to obtain a prior lender's consent or acknowledgement of the loan from the ASAP Program, or for such Borrower to prepay a portion of that outstanding indebtedness attributable to the deferral period from a portion of proceeds of such Borrower's loan.

EXHIBIT D

FORM OF CONSENT

CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this “Consent”) is entered into as of [DATE], by and among [BORROWER], a California nonprofit public benefit corporation (the “Borrower”), [LENDER] (the “Lender”), and U.S. Bank National Association, as trustee (the “Trustee”) for the holders of the hereinafter defined Notes.

RECITALS

A. The Borrower and the Lender are parties to that certain Loan Agreement, dated as of [_____] (as amended to date, the “Loan Agreement”), pursuant to which the Lender made a loan to the Borrower. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement.

B. The Loan Agreement contains restrictions on the Borrower’s incurrence of indebtedness, and the Borrower’s obligations under the Loan Agreement may be secured by certain personal property assets of the Borrower.

C. Pursuant to the State of California’s 2020-21 Budget Act, in order to relieve certain State budget constraints, certain principal apportionments expected to be received by the Borrower in February 2021 through June 2021 are being deferred (the “Deferred Apportionments”) and will be paid instead in the following fiscal year.

D. The California School Finance Authority (the “Authority”) has created the ASAP Program pursuant to which charter schools may borrow, from proceeds of the California School Finance Authority Revenue Notes (ASAP Program) Series 2021 (Federally Taxable) (the “Notes”), an amount not exceeding their Deferred Apportionments for use in the current fiscal year.

E. The Notes will be issued by the Authority pursuant to an Indenture between the Authority and the Trustee, dated as of March 1, 2021 (the “Indenture”).

F. The Borrower has notified the Lender that the Borrower has applied for a loan from the Authority under the ASAP Program in the amount of \$[_____] (the “ASAP Loan”).

G. The Borrower will fund the repayment of the ASAP Loan by an intercept of the Borrower’s Deferred Apportionment from the Office of the State Controller to the Trustee pursuant to Section 17199.4(a)(1) of the Education Code of the State of California (the “Intercept”). The Borrower’s obligation to repay the ASAP Loan is secured by a security interest in the Borrower’s Deferred Apportionments (the “Deferred Apportionment Security Interest”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, the parties agree as follows:

In accordance with the Loan Agreement, the Lender hereby consents to the Borrower's incurrence of the ASAP Loan, to the intercept of the Deferred Apportionments for the repayment of the ASAP Loan pursuant to the Intercept, and to the pledge of the Deferred Apportionment Security Interest. The Lender hereby subordinates any security interest it may have in the Borrower's personal property to the lien of the Deferred Apportionment Security Interest for the benefit of the Trustee.

The Borrower hereby represents and warrants to the Lender that:

Except for (i) any representations or warranties which are given as of a specific date (which remain true and correct as of such date), and (ii) representations and warranties which have become untrue or incorrect solely as a result of changes permitted by this Consent, all representations and warranties made by the Borrower in the Loan Agreement are true and correct as of the date of this Consent.

Except with respect to the matters covered in this Consent, the Borrower is in compliance with all covenants and agreements contained in the Loan Agreement.

To the Borrower's knowledge, after giving effect to this Consent, no Default or Event of Default currently exists under the Loan Agreement or other documents executed by the Borrower in connection therewith (the "Loan Documents").

It shall be a condition precedent to the effectiveness of this Consent that no Event of Default exists under the Loan Agreement.

The consent provided in Section 1 hereof shall be a one-time consent and shall not be construed to constitute a consent to any other breach of, or a waiver of, any other term, condition, covenant or provision of the Loan Agreement or the other Loan Documents. All of the terms and conditions of the Loan Agreement and the other Loan Documents shall remain in full force and effect.

The Lender shall give written notice to the Trustee of any breach or default by the Borrower of any of its obligations under the Loan Agreement, simultaneously with the giving of such notice to Borrower. The Trustee shall give written notice to the Lender of any breach or default by the Borrower of any of its obligations with respect to the ASAP Loan, simultaneously with the giving of such notice to Borrower.

The foregoing provisions are self-operative and effective without the execution of any further instrument on the part of any party hereto. However, the Lender agrees to execute and deliver to the Trustee such other instruments as either shall request in order to effectuate said provisions. This Agreement supersedes any inconsistent provision of the Loan Agreement.

All notices, demands, requests, directions and other communications (collectively, “Notices”) required or expressly authorized to be made by this Consent will be written and addressed as set forth below (or to such other address as shall be provided by any party to the others in a Notice) may be given by (i) overnight delivery service, freight prepaid, or (ii) U.S. mail, postage paid and sent certified, return receipt requested:

To the Borrower: [Borrower Name]
 [Address]
 [Address]
 Attention: [_____]

To the Lender: [Lender Name]
 [Address]
 [Address]
 Attention: [_____]

To the Trustee: U.S. Bank National Association
 [Address]
 [Address]
 Attention: [_____]

The Borrower agrees to pay on demand all reasonable costs and expenses of the Lender in connection with the preparation, execution and delivery of this Consent, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Lender.

All other terms and conditions of the Loan Agreement not specifically amended by this Consent shall remain in full force and effect and are hereby ratified and confirmed by the Borrower and the Lender.

This Consent may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

The parties hereto hereby agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further acts, instruments, conveyances, transfers and assurances, as any of them reasonably deems necessary or advisable for the implementation, correction, confirmation or perfection of this Consent and any rights of such party as contemplated hereunder.

This Consent shall become effective as of the date set forth above.

This Consent shall be governed by and construed in accordance with the laws of the State of California and shall be binding upon the Borrower, the Trustee and the Lender and their respective successors and assigns.

This Consent and any claim or controversy arising from or relating to this Consent shall be subject to the provisions of the Loan Agreement relating to jurisdiction, venue, waiver of right to trial by jury and dispute resolution.

Each of the parties hereto agrees that the transaction consisting of this Consent may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent (i) that, by signing this Consent using an electronic signature, it is signing, adopting and accepting this Consent, and (ii) that signing this Consent using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this Consent on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Consent in a usable format

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be duly executed as of the date first above written.

[BORROWER]

By _____
Name:
Title:

[LENDER]

By _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer

[Signature Page to Consent and Agreement]

PRICING CONFIRMATION CERTIFICATE

This Pricing Confirmation Certificate (this “Certificate”) sets forth the final pricing terms of the California School Finance Authority Revenue Notes (ASAP Program) Series 2021A-1 (the “Series 2021A-1 Notes”), the California School Finance Authority Revenue Notes (ASAP Program) Series 2021A-2 (the “Series 2021A-2 Notes”), the California School Finance Authority Revenue Notes (ASAP Program) Series 2021B-1 (the “Series 2021B-1 Notes”) and the California School Finance Authority Revenue Notes (ASAP Program) Series 2021B-2 (the “Series 2021B-2 Notes” and, collectively with the Series 2021A-1 Notes, the Series 2021A-2 Notes and the Series 2021B-1 Notes, the “Notes”). A portion of the proceeds (the “Borrower’s Allocable Portion”) of the Notes will be loaned by California School Finance Authority (the “Authority”) to the Borrower signatory hereto (the “Borrower”) as indicated in Schedule I. By delivering this Certificate, in order to induce the Underwriters (as defined below) to purchase the Notes, the Borrower (a) acknowledges the terms of the Notes set forth herein, (b) commits to executing and delivering the Loan Agreement (as defined below) and borrowing the Borrower’s Allocable Portion from the Authority on March [], 2021 (the “Closing Date”), and (c) makes the representations and warranties set forth below. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture (as hereinafter defined).

1. **Terms of the Notes.** The final terms applicable to the Notes are as follows:

a. **Interest Rate.**

The interest rate on the Series 2021A-1 Notes shall be between []% and []% per annum, calculated on the basis of a 360-day year of twelve 30-day months. The Series 2021A-1 Notes shall be sold at a price between []% and []% of the principal amount thereof, priced to yield between []% and []%.

The interest rate on the Series 2021A-2 Notes shall be between []% and []% per annum, calculated on the basis of a 360-day year of twelve 30-day months. The Series 2021A-2 Notes shall be sold at a price between []% and []% of the principal amount thereof, priced to yield between []% and []%.

The interest rate on the Series 2021B-1 Notes shall be between []% and []% per annum, calculated on the basis of a 360-day year of twelve 30-day months. The Series 2021B-1 Notes shall be sold at a price between []% and []% of the principal amount thereof, priced to yield between []% and []%.

The interest rate on the Series 2021B-2 Notes shall be between []% and []% per annum, calculated on the basis of a 360-day year of twelve 30-day months. The Series 2021B-2 Notes shall be sold at a price between []% and []% of the principal amount thereof, priced to yield between []% and []%.

The Borrower hereby authorizes the Authority to finalize the interest rates on the Notes on behalf of the Borrower within the ranges set forth above, which shall be conclusively evidenced by the execution and delivery by the Authority of the Note Purchase Agreement, dated as of even date herewith (the “Note Purchase Agreement”), by and between the Authority, Honorable Fiona Ma, Treasurer of the State of California,

as agent for sale on behalf of the Authority, and RBC Capital Markets, LLC and Citigroup (together, the “Underwriters”).

b. **Maturity Date.** The Maturity Date for all of the Notes shall be December 31, 2021.

c. **Prepayment.** The Notes are not subject to prepayment prior to the Maturity Date.

d. **Letters of Credit.** Payment of the principal of and interest on each series of the Notes will be supported by funds drawn under an irrevocable direct-pay letter of credit issued by either Citibank or Royal Bank of Canada (each, a “Letter of Credit Bank”), pursuant to a Reimbursement Agreement by and between such Letter of Credit Bank and the Authority (each, a “Reimbursement Agreement”). Each Letter of Credit Bank shall be paid a fee equal to \$[] (the “Letter of Credit Fee”), of which the Borrower shall pay a prorated portion based on the Borrower’s Allocable Portion. Each Reimbursement Agreement entitles the Letter of Credit Bank named therein to exercise certain rights with respect to the Notes and to reimbursement of draws at a default rate from funds on deposit or to be on deposit under the Indentures (as defined below).

e. **Principal Amount, Issuance Costs, and Credit Enhancement Fee Deposit Amount.** The principal amount, issuance costs and credit enhancement fee deposit amount related to the Borrower’s Allocable Portion shall be as set forth in Schedule I hereto with respect to the Borrower. Such amount shall be deposited in the funds and accounts established under the Indentures applicable to such series of the Notes, each dated as of March 1, 2021, by and between the Authority and U.S. Bank National Association (each, an “Indenture” and collectively, the “Indentures”), and shall be applied in accordance with the terms of such Indenture.

2. **Representations and Warranties.** The Borrower hereby represents and warrants as follows:

(a) The Borrower is a nonprofit public benefit corporation duly incorporated and in good standing under the laws of the State, and has full legal right, power and authority to deliver this Certificate, to enter into the Loan Agreement, dated as of March 1, 2021, by and between the Authority and the Borrower (the “Loan Agreement”) and to carry out all of its obligations under and consummate all transactions contemplated by the Loan Agreement, and by proper corporate action has duly authorized the execution, delivery and performance of this Certificate and the Loan Agreement.

(b) The officers of the Borrower executing this Loan Agreement are duly and properly in office and fully authorized to execute the same.

(c) The execution and delivery of this Certificate and the Loan Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the articles of incorporation of the Borrower, its bylaws, any applicable law or administrative rule or

regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Agreement, or the financial condition, assets, properties or operations of the Borrower.

(d) No consent or approval of any trustee or holder of any indebtedness of the Borrower or any guarantor of indebtedness of or other provider of credit or liquidity of the Borrower, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except with respect to any state securities or “blue sky” laws) is necessary in connection with the execution and delivery of the Loan Agreement, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

(e) There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower or the assets, properties or operations of the Borrower which, if determined adversely to the Borrower or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, the Loan Agreement, or upon the financial condition, assets, properties or operations of the Borrower, and the Borrower is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Agreement, or the financial condition, assets, properties or operations of the Borrower. All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Borrower in good faith, have been paid or adequate reserves have been made for the payment thereof which reserves, if any, are reflected in the audited financial statements described therein.

(f) No written information, exhibit or report furnished to the Authority by or on behalf of the Borrower in connection with the Borrower’s application to the Program contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Borrower has not made any independent investigation or inquiry into the truth, accuracy or completeness of any report written or provided by any third party.

(g) The Borrower is an organization described in Section 501(c)(3) of the Code and is exempt from federal income tax under Section 501(a) of the Code, except for

unrelated business taxable income under Section 511 of the Code, and is not a private foundation as described in Section 509(a) of the Code.

(h) The Borrower is a “participating party” as such terms are defined in Section 17173, subdivision (i), paragraph (1), of the Act.

(i) The Borrower will apply the Borrower’s Allocable Portion exclusively to “working capital” as such term is defined in Section 17173, subdivision (k) of the Act, and, to the extent the Borrower’s Allocable Portion is related to proceeds of the Series 2021A-1 Notes or the Series 2021A-2 Notes, to working capital which is related to Borrower’s facilities expenses. The facility expenses for the fiscal year ending June 31, 2021 for each of the Borrower’s Schools participating in the Program is set forth in Schedule II attached hereto.

(j) All representations, warranties and covenants made by the Borrower in the Borrower’s application and questionnaire to the Authority for participation in the Authority’s ASAP Program are true and correct on this date as if made on this date.

3. **Indemnification.** To the extent permitted by law, the Borrower agrees to indemnify and hold harmless the Authority, the State Treasurer, the Underwriters, the Letter of Credit Banks and each person, if any, who controls (as such term is defined in Section 15 of the Securities Act of 1933, as amended (the “Securities Act”)) any of the Underwriters or the Letter of Credit Banks and the members, officers, agents and employees of the State Treasurer and the Authority (collectively, the “Indemnified Persons,” and individually, an “Indemnified Person”) from and against any and all judgments, losses, claims, damages or liabilities, joint or several, to which any Indemnified Person may become subject insofar as such judgments, losses, claims, damages or liabilities (or actions in respect thereof) arise out of, or are based upon any untrue statement or alleged untrue statement of a material fact provided by the Borrower in connection with the Program, or that arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Indemnified Person for any legal or other expenses incurred by such Indemnified Person in connection with investigating, defending or preparing to defend any such loss, claim, damage, liability, penalty or any action in respect thereof.

In case any claim shall be made or action brought against any Indemnified Person based upon Borrower’s representations in connection with the Program, in respect of which indemnity may be sought against the Borrower hereunder, such Indemnified Party shall promptly notify the Borrower in writing setting forth the particulars of such claim or action and the Borrower shall assume the defense thereof including the retaining of counsel and the payment of all expenses. Any Indemnified Person shall have the right to retain separate counsel in any such action and to participate in the defense thereof but shall bear the fees and expenses of such counsel unless: (i) the Borrower shall have specifically authorized the retaining of such counsel and has consented to pay the fees and expenses thereof, such consent not to be unreasonably withheld; (ii) the Attorney General assumes the defense of the Authority or the State Treasurer, or any Indemnified Party thereof, in which case the Borrower shall not be entitled to assume the defense of such suit notwithstanding its obligation to bear the fees and expenses of such counsel; (iii) the parties to such suit include said Indemnified Person, and the Borrower and such Indemnified Person or Persons have been advised by such counsel that one or more legal defenses may be

available to said Indemnified Person or Persons which may not be available to the Borrower, in which case the Borrower shall not be entitled to assume the defense of such suit notwithstanding its obligation to bear the fees and expenses of such counsel; or (iv) the Borrower has failed to assume the defense and employ counsel reasonably acceptable to the Indemnitee.

4. **Closing Requirements.** In addition to this Certificate being delivered on the date set forth below, at or prior to the Closing Date, the Borrower commits to provide an original of each of the following documents, in each case dated as of the Closing Date (unless otherwise noted below) and satisfactory in form and substance to the Representative of the Underwriters:

(a) The execution and delivery by the Borrower of a certificate, together with a fully executed copy of the Resolution, of the secretary of the governing body of the Borrower, to the effect that: (1) such copy is a true and correct copy of the Resolution; and (2) that the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the Closing Date.

(b) The execution and delivery by the Borrower of the Loan Agreement, dated as of its dated date, substantially in the form approved in the Resolution, completed in a form acceptable to Bond Counsel.

(c) The execution and delivery by the Borrower of bring-down closing and incumbency certificates dated the Closing Date and acceptable to Bond Counsel.

(d) Delivery of a legal opinion, dated the date of Closing Date of counsel to the Borrower, in form and substance acceptable to Bond Counsel, with respect to the due authorization, execution, delivery and enforceability of the Loan Agreement and the status of the Borrower as an entity described in Section 501(c)(3) of the Code.

(e) The execution and delivery by the Borrower of a [Consent Pursuant to the Loan Agreement] acceptable to Bond Counsel.

(f) Such other certificates, instruments or opinions as Bond Counsel may deem necessary or desirable to evidence the due authorization, execution and delivery of documents pertaining to the Borrower's participation in the Program and the legal, valid and binding nature thereof, as well as compliance of all parties with the terms and conditions thereof.

5. **Survival.** The representations, warranties, agreements and indemnities herein shall survive the Closing Date.

6. **Reliance.** The undersigned understands that the foregoing information and commitments will be relied upon by the Authority, the Treasurer of the State of California, and the Underwriters in connection with entering into the Note Purchase Agreement and in connection with consummating the issuance and underwriting, respectively, of the Notes. The Borrower acknowledges and agrees that its failure to complete the Closing Requirements described in Section 4 hereof prior to the Closing Date will result in substantial impairment to the Program and the other borrowers participating in the Program, and will subject the Borrower to substantial liabilities.

7. ***Electronic Signatures.*** To the fullest extent permitted by applicable law, electronically transmitted or facsimile signatures or other electronic format (including without limitation, “pdf” “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign) and authorized and will have the same effect as though facsimile signature or other signature were originals executions, and this Certificate will be deemed executed by a party when a signature page, or facsimile or other electronic signature pages, executed by that party is transmitted to each of the other parties as they have directed.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Pricing Confirmation Certificate has been executed by the undersigned authorized representative acting on behalf of the Borrower.

Dated: [Pricing Date]

[BORROWER],
a California nonprofit public benefit corporation

By: _____

SCHEDULE I

Borrower	School	Principal Amount Series 2021A-1	Principal Amount Series 2021A-2	Principal Amount Series 2021B-1	Principal Amount Series 2021B-1	Issuance Costs	Credit Enhancement Fee Deposit Amount

SCHEDULE II

BORROWER'S FACILITY EXPENSES FOR FISCAL YEAR ENDING JUNE 30, 2021

School	Amount

NORTHERN UNITED CHARTER SCHOOLS
RESOLUTION OF THE BOARD OF DIRECTORS

California School Finance Authority Revenue Notes (ASAP Program)

WHEREAS, Northern United Charter Schools (the “Borrower”) is a California nonprofit public benefit corporation organized for charitable purposes and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”) that operates the public charter schools known as Northern United Siskiyou Charter School and Northern United Humboldt Charter School (each, a “School”);

WHEREAS, the Schools provide educational services to students and incur expenses therefor in advance of receiving payment for such services from the State of California, as a result of which the Borrower requires a working capital financing to support the Schools’ operations;

WHEREAS, pursuant to the State of California’s 2020-21 Budget Act, in order to relieve State budget constraints, certain principal apportionments expected to be received by the Borrower in February 2021 through June 2021 are being deferred (the “Deferred Apportionments”) and will be paid instead in the following fiscal year;

WHEREAS, the Deferred Apportionments pose a challenge for the Borrower to finance its operations consistent with the needs of the Schools;

WHEREAS, in order to finance such operations, the Borrower proposes to approve its participation in the issuance by the California School Finance Authority (the “Authority”) of its Revenue Notes and the loan of a portion of the proceeds thereof to the Borrower as described herein (collectively, the “ASAP Program”);

WHEREAS, the Borrower proposes to borrow certain proceeds of one or more subseries of the Authority’s Revenue Notes (ASAP Program) Series 2021 (Federally Taxable) (collectively, the “Notes”) issued pursuant to an indenture, dated as of March 1, 2021 (the “Indenture”) between the Authority and U.S. Bank National Association, as trustee (the “Trustee”);

WHEREAS, the Notes will be issued pursuant to the Indenture in accordance with the requirements of that certain Note Purchase Agreement, dated as of March [___], 2021 (the “Purchase Agreement”), among the Authority, the Treasurer of the State of California, as agent for sale on behalf of the Authority, and RBC Capital Markets, LLC and Citigroup Global Markets Inc. (together, the “Underwriters”), which will be accepted by the Borrower pursuant to a purchase confirmation (the “Purchase Confirmation”);

WHEREAS, by execution of the Purchase Confirmation, the Borrower will designate the Authority to agree to the final pricing of the Notes of each subseries of the Notes secured by a portion of the Borrower Loan, on the Borrower’s behalf, such rates to be included as agreed in the Loan Agreement (each as defined below) and Indenture;

WHEREAS, the Authority proposes to loan a portion of the proceeds of the Notes in an amount not to exceed \$1,850,000 (the “Borrower Loan”) to the Borrower pursuant to one or more

loan agreements, one with respect to each subseries of the Notes secured by a portion of the Borrower, each dated as of March 1, 2021 (collectively, the “Loan Agreement”), by and between the Authority and the Borrower. Each subseries of the Notes secured by a portion of the Borrower Loan, and the interest thereon, and/or any bank obligations securing such amounts, are payable solely out of certain revenues and income received by the Authority or the Trustee pursuant to each respective Loan Agreement;

WHEREAS, the Borrower proposes to use the proceeds of the Borrower Loan (a) to finance working capital for the Borrower, (b) to pay certain expenses incurred in connection with the issuance of the Notes, and (c) to pay certain credit enhancement fees;

WHEREAS, in connection with the issuance of the Notes by the Authority, the Board proposes to engage Montague DeRose and Associates, LLC (“Montague”), as Municipal Advisor to the Borrower;

WHEREAS, the Borrower acknowledges that Montague has been engaged by the Authority and other charter school borrowers of proceeds of the Notes;

WHEREAS, the Borrower proposes that its obligations under the Loan Agreement be payable from its gross revenues and primarily funded by intercepts pursuant to Section 17199.4(a) of the Education Code of the State of California (collectively, the “Intercept”) of portions of each School's state funding as permitted by Section 17199.4(f) of the Education Code of the State of California;

WHEREAS, in connection with the issuance and sale of the Notes, a preliminary official statement and an official statement will be prepared to furnish information with respect to the Notes and the repayment thereof;

WHEREAS, the Board of Directors of the Borrower (the “Board”) finds that the terms of the foregoing transactions described as the ASAP Program (the “Transactions”), under the circumstances, are in the best interests of the Borrower, and are in furtherance of the charitable purposes of the Borrower; and

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves the Transactions as set forth herein;

RESOLVED FURTHER, that the Board hereby approves the form of the Loan Agreement, the Intercept (which is attached as an exhibit to the Loan Agreement), and the Purchase Confirmation (the “Transaction Documents”), for execution and delivery, one with respect to each subseries of the Notes, each substantially in the forms presented at this meeting;

RESOLVED FURTHER, that the Board approves, confirms, and ratifies the election or appointment of the following individuals to the offices of the Borrower set forth after their names:

Names	Titles
Shari Lovett	School Director
Tammy Picconi	Director of Fiscal Services
Jere Cox	Chairman of the Governing Board
Bianca Garza	Vice-Chair of the Governing Board

RESOLVED FURTHER, that the Board appoints the foregoing officers of the Borrower, and each of them individually (each, an “Authorized Signatory”), as authorized signatories of the Borrower for purposes of executing the Transaction Documents and all documents and certificates necessary to effectuate the Transactions or prepared in connection with the Transactions on behalf of the Borrower;

RESOLVED FURTHER, that the Board appoints Montague as Municipal Advisor, to the Borrower for the Transactions;

RESOLVED FURTHER, that the Board authorizes the execution, delivery and performance by the Borrower of the Transaction Documents and all such other documents, instruments and agreements as may be necessary or advisable to facilitate the Borrower’s participation in the ASAP Program, including the execution of a Borrower purchase confirmation required in connection with the Purchase Contract;

RESOLVED FURTHER, that the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Borrower, to execute, deliver, approve, and, as appropriate, declare final the Transaction Documents, in such forms as may have been presented to the Board for approval or with such amendments or modifications thereto as an Authorized Signatory may approve as necessary or advisable, and all such other consents, promissory notes, security agreements, account control agreements, intercreditor agreements, assignments, consent agreements, reimbursement agreements, indemnification agreements, guarantees, subordination agreements, notices, certificates, and other documents, agreements, or instruments or amendments to any of the foregoing, as an Authorized Signatory may approve as necessary or advisable to facilitate participation in the ASAP Program, each with such additions, deletions or changes therein as the Authorized Signatory executing the same shall approve (the execution and delivery thereof by any such Authorized Signatory to be conclusive evidence of his or her approval of any such document, agreement, instrument, amendment, addition, deletion or change);

RESOLVED FURTHER, that, pursuant to and to the extent permitted by Section 17199.4(c)(1) of the Education Code of the State of California, the Board hereby elects to participate in the Intercept to secure payment of the amounts due under the Loan Agreement, and the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Borrower, to provide notice (each, an “Intercept Notice”) to the State Controller of the State of California of such election of the Board;

RESOLVED FURTHER, that the Borrower ratifies and confirms the acts of its officers, agents or employees taken on behalf of the Borrower in connection with the Transactions;

RESOLVED FURTHER, that by the adoption of this resolution, the Board reconfirms, ratifies and adopts all prior actions of the Board which may have previously been taken in connection with the Transactions;

RESOLVED FURTHER, that all prior resolutions of the Board or any parts thereof in conflict with any or all of the foregoing resolution are repealed to the extent of such conflict;

RESOLVED FURTHER, that this resolution shall take effect and be in full force immediately after its adoption by the Board; and

RESOLVED FURTHER, that the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Borrower, to approve, execute and deliver any and all documents, instruments and agreements, and to perform or cause to be performed any and all acts as may, in their judgment, be necessary or desirable to accomplish the purposes of this Resolution and the Transactions contemplated hereby and by the agreements herein approved, and any such documents, instrument or agreements so executed and delivered or actions taken by them or any of them shall be conclusive evidence of their authority in so doing.

RESOLVED FURTHER, that the Borrower hereby approves the execution and delivery of any and all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the Government Code using DocuSign.

Certificate of Secretary

The undersigned certifies that the undersigned is the duly appointed and acting Secretary of Northern United Charter Schools (the “Borrower”), a California nonprofit public benefit corporation, and that the foregoing is a true and correct copy of the Resolution that was duly adopted on _____, 2021, by the majority vote of the directors of the Borrower then in office at a meeting of the board of directors of the Borrower duly held on such date in compliance with the bylaws of the Borrower, in compliance with the notice, agenda, and open meeting requirements of the Ralph M. Brown Act as currently applicable at the time of this meeting and while a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Borrower this ____ day of _____ 2021.

LOAN AGREEMENT

between

CALIFORNIA SCHOOL FINANCE AUTHORITY

and

[BORROWER]

Dated as of March 1, 2021

Relating to:

**CALIFORNIA SCHOOL FINANCE AUTHORITY
REVENUE NOTES
(ASAP PROGRAM)
SERIES 2021 -
(FEDERALLY TAXABLE)**

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THIS LOAN AGREEMENT (this “Loan Agreement”), dated as of March 1, 2021, is by and between the **CALIFORNIA SCHOOL FINANCE AUTHORITY** (the “Authority”), a public instrumentality of the State of California, and [**BORROWER**], a California nonprofit public benefit corporation (the “Borrower”).

WITNESSETH:

WHEREAS, the Authority is a public instrumentality of the State of California, created by the California School Finance Authority Act (constituting Chapter 18 (commencing with Section 17170) of Part 10 of Division 1 of Title 1 of the Education Code of the State of California) (the “Act”) and is authorized to issue bonds, notes, and other evidences of indebtedness, and loan the proceeds thereof for purposes of financing and refinancing the acquisition, construction, expansion, remodeling, renovation, improvement, furnishing and equipping of educational facilities (as defined in the Act) and/or for purposes of paying working capital for a participating party (as defined in the Act), including an entity that undertakes the financing or refinancing of a project (as defined in the Act) pursuant to the Act in conjunction with schools (“charter schools”) established pursuant to the Charter Schools Act of 1992, as amended (constituting Part 26.8 of Division 4 of Title 2 of the Education Code) (the “Charter School Law”);

WHEREAS, [Borrower], a California nonprofit public benefit corporation, has applied for a loan of proceeds of revenue notes of the Authority to finance working capital (as defined in the Act) for [certain of] its charter schools through the Authority’s ASAP Program (the “Program”);

WHEREAS, the working capital financing will benefit the Borrower, the operator of one or more charter schools established pursuant to the Charter School Law and a California nonprofit public benefit corporation;

WHEREAS, the Authority proposes to issue its California School Finance Authority Revenue Notes (ASAP Program), Series 2021__ - __ (Federally Taxable) (the “Notes”) in the aggregate principal amount of \$ _____ pursuant to an Indenture, dated as of March 1, 2021 (the “Indenture”), by and between the Authority and U.S. Bank National Association, as trustee (the “Trustee”);

WHEREAS, an amount equal to \$ _____ of the proceeds of the sale of the Notes will be applied to fund a loan (the “Loan”) to the Borrower (i) to finance working capital for the Borrower and (ii) to pay certain expenses and credit enhancement costs incurred in connection with the issuance of the Notes;

WHEREAS, the Authority and the Borrower desire to enter into this Loan Agreement to specify the terms and conditions of the Loan by the Authority to the Borrower of a portion of the proceeds of the sale of the Notes;

WHEREAS, under this Loan Agreement, the Borrower is required to make Loan Repayments (defined herein) sufficient to pay when due the principal of, and interest on, the Loan;

WHEREAS, each of the Authority and the Borrower has duly authorized the execution, delivery and performance of this Loan Agreement;

WHEREAS, the payment obligation of the Borrower hereunder shall be absolute and unconditional obligations;

WHEREAS, the Borrower has further elected to provide for payment of its payments due under the Loan, and in turn, its share of the debt service on the Notes, amounts owed under the Reimbursement Agreements (as defined below) and related costs of issuance pursuant to and in accordance with Section 17199.4 of the Act;

WHEREAS, Section 17199.4(c) of the Act provides that, to participate under such Section, the participating party shall provide written notice of such Election to the Controller (each, a "Intercept Notice"), which Intercept Notice shall include payment delivery instructions for the payee of the Loan Repayments and a schedule of the Loan Repayments subject to the Election (collectively, the "Repayment Amounts");

WHEREAS, the CDE has responsibility under law to determine the principal apportionments due to each public charter school under the laws of the State during each fiscal year;

WHEREAS, the Repayment Amounts due under this Loan Agreements will be made primarily from the deferred apportionments of the Borrower related to fiscal year 2020-21 (the "2020-21 Fiscal Year") for each of the Borrower's charter schools participating in the Program (each, a "School" and, collectively, the Schools");

WHEREAS, the Notes have the benefit of the Series __ Letter of Credit issued by Citibank, N.A. and the Series __ Letter of Credit issued by Royal Bank of Canada (each a "Bank" and, together, the "Banks"), each supporting a *pro rata* share of the principal of and interest on such Notes, and each Letter of Credit has been issued by the respective Bank pursuant to a Reimbursement Agreement, dated as of March 1, 2021 (each, a "Reimbursement Agreement" and, together the "Reimbursement Agreements"), by and between the Authority and the respective Bank; and

WHEREAS, the Authority has determined that all acts and proceedings required by law and necessary to constitute this Loan Agreement a valid and binding legal agreement of the Authority for the uses and purposes herein set forth, in accordance with its terms, have been done and taken, and the execution and delivery of this Loan Agreement by the Authority have been in all respects duly authorized;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 **Definitions.** Unless the context otherwise requires, all terms used herein shall have the meanings assigned to such terms in Section 1.01 of the Indenture. In addition, for ease of reference, the following terms shall have the following meanings:

“Authorized Borrower Representative” means the such person as may be designated by the governing board of the Borrower as an authorized signatory of such Borrower, by written certificate furnished to the Authority and the Trustee. Such certificate shall contain the specimen signature of such person, shall be signed on behalf of the Borrower by any officer of the Borrower and may designate an alternate or alternates.

“Borrower’s Proportionate Share” means that pro rata percentage equal to the principal amount of the Borrower’s Loan as a percentage of the aggregate principal amount of the Notes.

“Deferral Amounts” means, as to the Borrower and its charter schools participating in the Program, the total funds deferred by the State from apportionments originally due to the Borrower during the Deferral Months identified in the Intercept Schedule, subject to change as provided in the MOU and Intercept Notices.

“Deferral Months” means the months of February through and including June 2021 to certain dates in July through and including November 2021, subject to change as provided in the MOU and Intercept Schedule.

“Intercept Schedule” means that schedule of repayment amounts, dates and repayment periods which the Authority shall provide, or cause to be provided for the Borrower in accordance with the Intercept Notice and the MOU.

“Letter of Credit” means the irrevocable, direct pay letter of credit issued by the Bank for the benefit of the Trustee contemporaneously with the original delivery of the Notes.

“Maturity Date” means the maturity date for the Notes, which occurs on [December 31, 2021].

“MOU” means the Memorandum of Understanding, dated as of _____, 2021, by and among the Authority, the Controller, and the California Department of Education, as now in effect and as it may from time to time hereafter be amended or supplemented.

“Pledged Revenues” means the Borrower’s [Deferral Amounts on deposit with the Trustee].

“Release Date” means [July 15, 2021].

“Reimbursement Agreement” means both, and each respective Reimbursement Agreement, dated as of March 1, 2021, by and between the Bank and the Authority providing for the issuance of a Series ___ Letter of Credit.

“Repayment Period” means each Repayment Period identified in the Intercept Notice executed and delivered by the Borrower relating to the Notes.

“Series 2021A Notes” means that series of the California School Finance Authority Revenue Notes (ASAP Program) designated as Series 2021A-1 of Series A-2.

Section 1.02 Interpretation. In this Loan Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “herein,” “hereunder,” “hereinafter” and any similar terms as used in this Loan Agreement, refer to this Loan Agreement as a whole and not to a particular section or provision of this Loan Agreement, and the term “heretofore” shall mean before, and the term “hereafter” shall mean after, the effective date of this Loan Agreement.

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders, and words importing the singular number shall mean and include the plural number, and vice versa.

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public bodies, as well as natural persons.

(d) Any headings or titles preceding the texts of the several Articles and Sections of this Loan Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Loan Agreement nor affect its meaning, construction or effect.

(e) Any certificates, letters or opinions required to be given pursuant to this Loan Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Loan Agreement.

(f) Every “request,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” “instruction,” or similar action hereunder shall, unless the form thereof is specifically provided herein, be in writing, and in the case of the Authority or the Borrower, signed by an Authorized Representative of the Authority or Authorized Borrower Representative, as the case may be.

(g) The parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Loan Agreement and the Indenture. Accordingly, the parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Loan Agreement or the Indenture or any amendment or supplement or exhibit hereto or thereto.

ARTICLE II

FINDINGS, REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01 Findings by the Authority. The Authority hereby finds and determines, based upon the representations, warranties and agreements of the Borrower and such other information as the Authority deems necessary, that (i) the Borrower using proceeds of the sale of the Notes is a “participating party” as such term is defined in the Act; (ii) the Loan to be made hereunder with proceeds of the sale of the Notes will promote the purposes of the Act by providing funds to pay the costs of “working capital” as defined in the Act; (iii) said Loan is in the public interest, serves a public purpose and meets the requirements of the Act; (iv) the sum of the amount borrowed to finance working capital and the interest payable on the working capital for the Borrower does not exceed 85 percent of the estimated amount of income, revenue, cash receipts, and other funds to be received by the Borrower, which will be available during the term of the Loan, for the repayment of the Loan and interest on the Loan; (v) during the term of the Loan, each participating party has demonstrated that it will receive or otherwise have (without additional borrowing) sufficient funds to repay and discharge the Loan, based on all funds received by the participating party and future projections upon historical experience and reasonable expectations; and (vi) the Borrower, if the Notes related to its Loan are issued as Series 2021A Notes, has budgeted facilities expenditures for [describe facilities in plan] for the 2020-21 Fiscal Year in an amount not less than the amount of the Loan attributed to the Series 2021A Notes.

Section 2.02 Representations and Warranties of the Borrower. The Borrower represents and warrants to the Authority that, as of the date of execution of this Loan Agreement and as of the date of delivery of the Notes to the initial purchasers thereof (such representations and warranties to remain operative and in full force and effect regardless of the issuance of the Notes or any investigations by or on behalf of the Authority or the results thereof):

(a) The Borrower is a nonprofit public benefit corporation duly incorporated and in good standing under the laws of the State, and has full legal right, power and authority to enter into this Loan Agreement, and to carry out all of its obligations under and consummate all transactions contemplated by this Loan Agreement, and by proper corporate action has duly authorized the execution, delivery and performance of this Loan Agreement.

(b) The officers of the Borrower executing this Loan Agreement are duly and properly in office and fully authorized to execute the same.

(c) This Loan Agreement has been duly authorized, executed and delivered by the Borrower.

(d) This Loan Agreement, as and when assigned to the Trustee pursuant to the Indenture, will constitute the legal, valid and binding agreement of the Borrower enforceable against the Borrower by the Trustee in accordance with its terms for the benefit of the Holders of the Notes and the Banks, and any rights of the Authority and obligations of the Borrower not so assigned to the Trustee constitute the legal, valid, and binding agreements of the Borrower enforceable against the Borrower by the Authority in accordance with their terms; except in each

case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

(e) The execution and delivery of this Loan Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the articles of incorporation of the Borrower, its bylaws, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower (except for any lien, charge or encumbrance expressly created herein or in the Indenture in favor to the Authority or the Trustee,) which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Loan Agreement, or the financial condition, assets, properties or operations of the Borrower

(f) No consent or approval of any trustee or holder of any indebtedness of the Borrower or any guarantor of indebtedness of or other provider of credit or liquidity support to or for the account of the Borrower, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except with respect to any state securities or "blue sky" laws) is necessary in connection with the execution, delivery and performance of this Loan Agreement, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

(g) There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower or the assets, properties or operations of the Borrower which, if determined adversely to the Borrower or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, this Loan Agreement, or upon the financial condition, assets, properties or operations of the Borrower, and the Borrower is not in violation or default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any law, order, regulation or demand of any federal, state, municipal or other governmental authority, which violation or default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Loan Agreement, or the financial condition, assets, properties or operations of the Borrower. All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Borrower in good faith, have been paid or adequate reserves have been made for the payment thereof which reserves, if any, are reflected in the audited financial statements described therein.

(h) No written information, exhibit or report furnished to the Authority by or on behalf of the Borrower in connection with the negotiation of this Loan Agreement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Borrower has not made any independent investigation or inquiry into the truth, accuracy or completeness of any report written or provided by any third party.

(i) The Borrower is an organization described in Section 501(c)(3) of the Code and is exempt from federal income tax under Section 501(a) of the Code, except for unrelated business taxable income under Section 511 of the Code, and is not a private foundation as described in Section 509(a) of the Code.

(j) The proceeds of the Loan will be used by the Borrower solely to satisfy one or more of its charitable purposes, which have been previously recognized by the Internal Revenue Service as bona fide charitable purposes. The Borrower has full power and authority to carry on its business as now being conducted and to enter into this Loan Agreement and the transactions contemplated therein.

(k) All financial statements and information heretofore delivered by or on behalf of the Borrower to the Authority fairly and accurately present the financial position of each respective entity at such date and the results of operations for the year ended on such date. Since the date of such statements, there has been no material adverse change in the financial condition or results of operations of the Borrower or other subjects of such statements.

(l) The purposes, character, activities, and methods of operation of the Borrower have not changed since its organization and are not different from the purposes, character, activities and methods of operation contemplated at the time of its determination by the Internal Revenue Service to be an organization described in Section 501(c)(3) of the Code; the Borrower has not or will not divert any part of its corpus or income for a purpose or purposes other than the purpose or purposes for which it is organized or operated; the Borrower has not operated, nor will it operate, in a manner that would result in its being classified as an “action” organization within the meaning of Section 1.501(c)(3)-(1)(c)(3) of the Regulations, including, but not limited to, promoting or attempting to influence legislation by propaganda or otherwise as a substantial part of its activities; none of its directors, officers, or any related Persons, or any other Person having a private or professional interest in the Borrower’s activities has acquired or received, nor will such Persons be allowed to acquire or receive, directly or indirectly, any of the Borrower’s goods, services, income or assets, without fair compensation or consideration received in exchange therefor; it has not received any indication or notice to the effect that the Borrower’s exemption from federal income taxation under Section 501(c)(3) of the Code has been revoked or modified, or that the Internal Revenue Service is considering revoking or modifying such exemption, and such exemption is still in full force and effect; the Borrower has not devoted or will not devote more than an insubstantial part of its activities in furtherance of a purpose other than an exempt purpose within the meaning of Section 501(c)(3) of the Code.

(m) Except as provided in the Indenture and this Loan Agreement, the Borrower shall not pledge or otherwise encumber, or permit the pledge or encumbrance of, any

money, investment, or investment property pledged as security for payment of any amounts due under this Loan Agreement nor shall the Borrower establish any segregated reserve or similar fund for such purpose and shall not prepay any such amounts in advance of the Maturity Date of the Notes.

(n) The Borrower has made and shall continue to make all required contributions to all employee benefit plans, if any, and does not have knowledge of any material liability which has been incurred by the Borrower or remains unsatisfied for any taxes or penalties with respect to any employee benefit plan or any multi-employer plan, and each such plan has been administered in compliance with its terms and the applicable provisions of ERISA and any other federal or state law.

(o) [Other than as disclosed to the Authority and expressly subordinated,] the Borrower has no contingent liabilities or obligations payable from the Deferral Amounts other than its obligations hereunder. The Borrower has no Senior Loans, as defined in the MOU. The Borrower has taken all steps necessary under applicable to qualify for the receipt of the Pledged Revenues, including the Deferral Amounts, and is eligible to receive the Deferral Amount described in the Intercept Schedule. The Deferral Amounts and the right of the Borrower to receive them is not subject to any lien, charge or encumbrance of any kind other than the lien expressly created herein in favor of the Trustee for the benefit of the Noteholders and the Banks.

(p) The Borrower has not entered into this transaction with the actual intent to hinder, delay, or defraud any creditor, and the Borrower has received reasonably equivalent value in exchange for its obligations under this Loan Agreement. The fair saleable value of the Borrower's assets exceeds and will, immediately following the execution and delivery of this Loan Agreement, exceed the Borrower's total liabilities, including, without limitation, subordinated, unliquidated, disputed or contingent liabilities. The fair saleable value of the Borrower's assets is greater than the Borrower's probable liabilities, including the maximum amount of its contingent liabilities or its debts as such debts become absolute and matured. The Borrower does not intend to, or does not believe that it will, incur debts and liabilities (including, without limitation, contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Borrower).

(q) The Borrower is not (1) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; (2) a "holding company" or a "subsidiary company" of a "holding company" or an "affiliate" of either a "holding company" or a "subsidiary company" within the meaning of the Public Utility Holding Company Act of 1935, as amended; or (3) subject to any other federal or state law or regulation which purports to restrict or regulate its ability to borrow money. The Borrower is not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock, within the meaning of Regulations T, U and X of the Federal Reserve Board, as applicable, or extending credit for the purpose of purchasing or carrying margin stock, and no part of the proceeds of Loan will be used to buy or carry any margin stock.

(r) The Borrower reasonably believes that the Deferral Amounts will be sufficient (without any other borrowing) during the term of the Loan to pay the principal of and interest on the Loan.

(s) During the term of the Loan, the Borrower will receive or otherwise have (without additional borrowing) sufficient funds to repay and discharge the Loan, based on all funds received by the Borrower and future projections upon historical experience and reasonable expectations.

(t) The Borrower is a “participating party” as defined in the Act.

(u) The sum of the amount borrowed to finance working capital and the interest payable on the working capital for the Borrower does not exceed 85 percent of the estimated amount of income, revenue, cash receipts, and other funds to be received by the Borrower, which will be available during the term of the Loan, for the repayment of the Loan and interest on the Loan.

(v) The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing of its working capital; that it is familiar with the provisions of all of the documents and instruments relating to such financing to it is a party or of which it is a beneficiary; that it understands the risks inherent in such transactions; and that it has not relied on the Authority for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by this Loan Agreement and the Indenture or otherwise relied on the Authority for any advice.

(w) The Borrower acknowledges, represents and warrants that none of its charter schools participating the Program is subject to renewal of its charter on or before June 30, 2021 and expects all charter schools to be operating and in good standing with its charter authorizer through at least the Maturity Date.

(x) The Borrower, if the Notes related to its Loan are issued as Series 2021A Notes, has budgeted facilities expenditures for [describe facilities in plan] for the 2020-21 Fiscal Year in an amount not less than the amount of the Loan, and further that satisfies one of these four criteria:

(i) Located in a school district and/or county where at least 50% of students have not met the State standard for proficiency in either math or language on the state assessment

(ii) Located in a school district and/or county where at least 15% of public schools have been identified for improvement or corrective action

(iii) Located in a school district and/or county with 60% or more of the student population is eligible for free or reduced-price meals (“FROM”)

(iv) At least 50% of current or projected students enrolled at the charter school are eligible for FRPM.

(y) The Borrower has, as to each of its charter schools participating the Program, filed both an Intercept Notice and an EFT Form with the Controller in accordance with Section 17199.4 of the Act, a copy of which is attached hereto as Exhibit A and Exhibit B hereto.

(z) [With respect to other indebtedness of the Borrower:

(i) With respect to any Senior Loan, the Borrower has prepaid any and all of its debt service payments coming due during the period from the date hereof through and including the Maturity Date of the Notes which would otherwise have been payable or due prior to the Maturity Date of the Notes by means of an irrevocable deposit made under the terms of such Senior Loan on or prior to the date of issuance of the Notes. [IT IS EXPECTED THAT THERE ARE NO OTHER CLAIMS ON THESE REVENUES]

(ii) The Borrower has not and will incur any additional indebtedness constituting a Senior Loan between the date of issuance of the Notes and the Maturity Date of the Notes.

(iii) With respect material indebtedness other than any Senior Loan, the Borrower has filed with the Authority, as to each such indebtedness, completed forms of Consent Pursuant to this Loan Agreement by and among the Borrower, the Trustee and each lender, substantially in the form of Exhibit D hereto.]

ARTICLE III

LOAN FINANCING; LOAN REPAYMENTS; INDEMNIFICATION

Section 3.01 Agreement to Issue Notes and Application of Note Proceeds. (a) In order to fund the Loan and for the other purposes set forth in the Indenture, the Authority, concurrently with the execution of this Loan Agreement, has issued, sold and delivered the Notes and directed the proceeds thereof to be deposited with the Trustee and applied as provided in Article III of the Indenture. The Borrower hereby agrees that the proceeds of the Notes shall be applied solely in accordance with the Indenture. Proceeds of the Notes applied to make the Loan will be deposited in the following funds and accounts established under the Indenture in the following amounts:

Working Capital Fund

Escrow Account

Credit Enhancement Fee Fund

Costs of Issuance Fund

Total

(b) [the Borrower, if the Notes related to its Loan are issued as Series 2021A Notes, will have the benefit of and reimbursement obligations with respect to the Grant-Funded Reserve Account.]

(c) The moneys to the credit of the Borrower in the Working Capital Fund shall be disbursed pursuant to Requisitions of the Borrower, which shall be substantially in the form of Exhibit C hereto, subject to satisfaction of the conditions to disbursement in subsection (c) below; less the portion of the Loan Amount representing the P-2 Apportionment to the Borrower deposited into the Escrow Account established for the Borrower and held until the Release Date. Each such Requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

(d) Conditions precedent to each disbursement to the Borrower of moneys in the Working Capital Fund are as follows:

(i) no Event of Default has occurred under the applicable Loan Agreement;

(ii) the Borrower's representations and warranties under the applicable Loan Agreement remain true and correct; and

(iii) [evidence that each of the Borrower's charter schools participating the Program remains eligible to receive the Deferred Payment from the State that is the basis for the Requisition in question, reasonably satisfactory to the Authority regarding the status of each charter school.]

(e) Upon satisfaction of certain conditions as of the Release Date, amounts on deposit in the Escrow Account established for the Borrower will be transferred to the Working Capital Fund and available for requisition by the Borrower.

(f) Any amounts remaining in the Working Capital Fund five Business Days prior to the Maturity Date shall be transferred to the Principal Account for payment of principal on the Notes. Upon such transfer, the Working Capital Fund shall be closed.

(g) Upon satisfaction of certain conditions as of the Release Date, amounts on deposit in the Credit Enhancement Fee Fund attributable to the Borrower will be transferred to the Working Capital Fund and available for requisition by the Borrower.

(h) The Borrower hereby approves the terms of the Indenture and, to the extent applicable, agrees to be bound by such terms.

Section 3.02 The Loan; Loan Repayments; Intercept; Additional Payments.

(a) The Loan. The Authority agrees, upon the terms and conditions herein specified, to loan to the Borrower in the amount of \$_____, the Borrower's allocable portion of the proceeds received by the Authority from the sale of the Notes by causing such proceeds to be deposited with the Trustee for disposition as provided in the Indenture. The obligation of the Authority to make the Loan is limited solely to the Borrower's allocable portion of such sale proceeds of the Notes received by the Authority, and shall be deemed fully discharged upon the deposit of the proceeds of the Notes with the Trustee pursuant to the Indenture.

(b) Loan Repayments. In consideration of the issuance of the Notes by the Authority and the Loan to the Borrower hereunder, the Borrower agrees to pay the principal of and interest on the Loan no later than the Maturity Date for the Notes. In order to provide funds for such purpose, the Borrower agrees that, pursuant to the Intercept Notice, during each Repayment Period pursuant to Intercept Schedule, it shall pay, or cause to be paid, to the Trustee, for deposit in the Revenue Fund, the Deferral Amounts, such amount to be held by the Trustee and applied to the repayment of the Notes, or to reimburse the Banks for amount drawn under the Letter of Credit and applied to the repayment of the Notes, on the Maturity Date. Notwithstanding the foregoing, if ten business days prior to any interest or principal payment date with respect to the Notes, the aggregate amount described in the preceding sentence and held in the Revenue Fund is for any reason insufficient or unavailable to make the required payments of principal of or interest on the Loan, the Borrower shall forthwith pay the amount of any such deficiency to the Trustee. Each payment by the Borrower to the Trustee hereunder (the “Loan Repayments”) shall be in lawful money of the United States of America and paid to the Trustee at its designated corporate trust office in immediately available funds and held, invested, disbursed and applied as provided in the Indenture.

(c) Intercept. Simultaneously with the execution and delivery of the Notes, the Borrower shall deliver an Intercept Notice to the Controller.

The Intercept Notice may be revised from time to time with the consent of the Authority and in accordance with the terms of the MOU as necessary or appropriate to specify transfers to the Trustee necessary that reflect the timing for payment and amount of the Deferral Amounts and to pay the amounts due under this Loan Agreement and the Borrower’s Proportionate Share of all other costs relating to the Notes necessary or incidental to the financing pursuant to the Act, including the Borrower’s Proportionate Share of all amounts owing under the Reimbursement Agreement, as the same become due, and to cure any delinquency in payment of such amounts; provided, however, that the Borrower may not decrease the amounts subject to Intercept in any month except as provided in the MOU. The Borrower shall, cooperate with the Authority and the Trustee in any manner they may request in connection with revising the Intercept Notice. If at any time the Intercept Notice is revised for any reason, the Borrower shall promptly provide to the Authority, the Department of Education and the Trustee a copy of such revised Intercept Notice. The Intercept Notice may provide additional amounts payable to the Trustee for purposes set forth in the Indenture; provided the Borrower shall not grant preference or any prior right of funding access or security in respect of any payment indicated in the Intercept Notice or any other notice delivered pursuant to Section 17199.4 of the Education Code or any successor provision. The Borrower agrees and acknowledges that any revision to its Intercept Notice may take up to 60 days for the Controller to process.

All deposits of moneys derived from the Intercept shall be made at the corporate trust office of the Trustee set forth in the Intercept Notice. If any such amounts subject to the Intercept is delivered to the Borrower, the Borrower shall immediately remit the same to the Trustee in immediately available funds. The Borrower shall timely revise, and the Borrower hereby authorizes the Authority to revise, its Intercept Notice to require transfers in such other amounts, at such different times and to such other location as shall be designated in writing by the Trustee.

(d) Additional Payments. In addition to the Loan Repayments, the Borrower shall also pay to the Authority or to the Trustee, as the case may be, “Additional Payments,” as follows:

(i) All taxes and assessments of any type or character charged to the Authority or to the Trustee affecting the amount available to the Authority or the Trustee from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Trustee and taxes based upon or measured by the net income of the Authority or the Trustee; provided, however, that the Borrower shall have the right to protest any such taxes or assessments and to require the Authority or the Trustee, at the Borrower’s expense, to protest and contest any such taxes or assessments levied upon them and that the Borrower shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Authority or the Trustee;

(ii) The Borrower’s Proportionate Share of all reasonable fees, charges and expenses of the Trustee for services rendered under the Indenture and all amounts referred to in Section 8.06 of the Indenture, as and when the same become due and payable;

(iii) The Borrower’s Proportionate Share of the reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the Authority or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under this Loan Agreement or the Indenture;

(iv) The Borrower’s Proportionate Share of all fees and expenses of the Rating Agency (to the extent not included in Costs of Issuance);

(v) The Borrower’s Proportionate Share of the reasonable fees and expenses of the Authority or any agent or attorney selected by the Authority to act on its behalf in connection with this Loan Agreement, the Notes or the Indenture, including, without limitation, any and all reasonable expenses incurred in connection with the authorization, issuance, sale and delivery of any such Notes or in connection with any litigation, investigation, inquiry or other proceeding which may at any time be instituted involving this Loan Agreement, the Notes or the Indenture or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the administration of this Loan Agreement;

(vi) The Borrower's Proportionate Share of the amounts owed by the Authority under the Reimbursement Agreement; and

(vii) The amount necessary to replenish any fund established under the Indenture, but only to the extent then required under Section 5.02 of the Indenture.

All such payments shall be made by the Borrower from the Deferral Amounts and other legally available funds of the Borrower, for payment to the Person or Persons entitled to such payments or for deposit to the appropriate fund or account held by the Trustee under the Indenture.#

(e) Failure to Make Payments. In the event the Borrower shall fail to deposit, or fail to cause to be deposited, with the Trustee any Loan Repayments or Additional Payments as required by this Section 3.02, the Loan Repayments, Additional Payments or other payments required hereunder not timely paid from such [Deferral Amounts] shall continue as an obligation hereunder of the Borrower until the amount in default shall have been fully paid.

(f) Obligations of Borrower Unconditional.

(i) The Borrower shall pay to or upon the order of the Authority, at or before the time when due hereunder, the amounts due and payable by the Borrower hereunder.

(ii) The obligation of the Borrower to make the payments as required in this Section 3.02, and to perform and observe any and all of the other covenants and agreements on its part contained herein, shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim which the Borrower may otherwise have against the Authority. The Borrower shall not: (1) suspend, discontinue, or abate any payment required by this Section 3.02 (except as expressly provided herein); (2) fail to observe any of its other covenants or agreements in this Loan Agreement; or (3) terminate this Loan Agreement for any cause whatsoever (except as provided in Section 6.01 hereof), including without limiting the generality of the foregoing, any declaration or finding that the Notes, the Indenture, or any portion of this Loan Agreement are invalid or unenforceable, and, any failure of the Authority to perform and observe any agreement, whether expressed or implied, or any duty, liability, or obligation, arising out of or in connection with this Loan Agreement or otherwise.

(g) Security Interest. [The pledge of Pledged Revenues shall constitute a lien on and security interest in such assets and shall attach and be valid and binding from and after delivery of the Notes, for the benefit of the Trustee for the repayment of the Notes and the amounts owed under the Reimbursement Agreements allocable to the Borrower.]

Section 3.03 Costs of Issuance and Other Expenses. In addition to the payments required to be paid by the Borrower under Section 3.02 hereof, the Borrower agrees that it shall pay from the proceeds of the Notes, the Deferral Amounts or other legally available funds of the Borrower, the Borrower's Proportionate Share of Costs of Issuance of the Notes. The Borrower agrees that it also shall pay all expenses incurred by it, including the expenses of its counsel. The Borrower shall also pay the costs of filing financing statement(s) pursuant to Section 3.02(g) hereof.

The Borrower acknowledges that certain provisions of the Indenture set forth Administrative Fees and Expenses of the Trustee as the amount of compensation and reimbursement payable from funds held under the Indenture to the Trustee. In the event that the

Trustee incurs fees and expenses in the course of performing its duties in excess of Administrative Fees and Expenses or in excess of the funds available for the payment thereof under the Indenture, the Borrower agrees to compensate and reimburse the Trustee from Deferral Amounts or other funds of the Borrower, for the Borrower's Proportionate Share of Administrative Fees and Expenses and for any extraordinary fees and expenses, which compensation to the Trustee shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust.

The Borrower covenants and agrees to pay and indemnify the Authority, the State Treasurer and the Trustee for the Borrower's Proportionate Share of all reasonable and documented fees, costs and charges, including reasonable fees and expenses of attorneys, accountants, consultants and other experts, incurred in good faith (and with respect to the Trustee, without negligence) and arising out of or in connection with this Loan Agreement, the Notes or the Indenture. These obligations and those in Section 3.04 hereof shall remain valid and in effect notwithstanding repayment of the Loan hereunder or the Notes or termination of this Loan Agreement or the Indenture or resignation or removal of the Trustee.

Section 3.04 **Indemnification**. To the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Authority, the State Treasurer, the Trustee, and each of their respective officers, governing members, directors, officials, employees, attorneys, consultants and agents (collectively, the "Indemnified Parties"), against any and all losses, damages, claims, actions, suits, liabilities, costs and expenses of any conceivable nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject under any statutory law (including federal or state securities laws) or at common law or otherwise, arising out of or based upon or in any way relating to:

- (i) the Notes, the Indenture, or this Loan Agreement, or the execution or amendment hereof or thereof or in connection with transactions contemplated hereby or thereby, including the issuance, sale or resale of the Notes, duly or proportionately attributable to the Borrower and acts or omissions of the Borrower;
- (ii) any act or omission of the Borrower or any of its agents, contractors, consultants, servants, employees or licensees in connection with the Loan, or the operations of the Borrower;
- (iii) any lien or charge upon payments by the Borrower to the Authority or the Trustee, as the case may be, hereunder, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Authority or the Trustee, duly or proportionately attributable to the Borrower and acts or omissions of the Borrower;
- (iv) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in any offering or disclosure document for the Notes or any of the documents relating to the Notes, or any omission or alleged omission from any offering or disclosure document for the Notes of

any material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, duly or proportionately attributable to the Borrower and acts, facts, or omissions or omissions of facts of the Borrower; and

(v) the Trustee's acceptance or administration of the trusts of the Indenture, or the exercise or performance of any of its powers or duties thereunder or under any of the documents relating to the Notes to which it is a party, duly or proportionately attributable to the Borrower and acts or omissions of the Borrower;

except (A) in the case of the foregoing indemnification of the Trustee or any of its respective officers, members, directors, officials, employees, attorneys and agents, to the extent such damages are caused by the negligence or willful misconduct of such Indemnified Party; or (B) in the case of the foregoing indemnification of the Authority, the Banks or the State Treasurer or any of their officers, members, directors, officials, employees, attorneys and agents, to the extent such damages are caused by the willful misconduct of such Indemnified Party. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Borrower shall pay the fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Borrower if in the judgment of such Indemnified Party a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the action (or inaction) of counsel, or in the case of the Authority or the State Treasurer or any of its officers, members, directors, employees, attorneys and agents, such Indemnified Party engages the Attorney General of the State as separate counsel.

The rights of any persons to indemnity hereunder and rights to payment of fees and reimbursement of expenses pursuant to Sections 3.02 and 3.03 hereof and this Section 3.04 shall survive the final payment of the Notes and in the case of the Trustee any resignation or removal. The provisions of this Section 3.04 shall survive the termination of this Loan Agreement.

ARTICLE IV

ADDITIONAL COVENANTS AND AGREEMENTS OF BORROWER

Section 4.01 Inspection of Books.

(a) The Authority and the Trustee shall have the right, but not obligation, upon reasonable notice, during business hours, to examine and audit any and all of the Borrower's records or accounts pertaining to the Loan, the Indenture, the Intercept and this Loan Agreement.

(b) Upon written notice to the Borrower delivered at least five Business Days in advance of an inquiry, the Borrower shall make its management personnel available for periodic inquiries from the Authority; provided that the Borrower shall not be obligated to incur any material out-of-pocket costs in connection with such meetings or inquiries.

Section 4.02 **Reports and Information.** At the request of the Authority or the Trustee, their agents, employees or attorneys, the Borrower shall furnish to the Authority and the Trustee, such information as may be reasonably requested in writing from time to time relative to compliance by the Borrower with the provisions of this Loan Agreement, including, without limitation, the most recently prepared consolidated financial statements.

Section 4.03 **Notice.** Promptly following obtaining knowledge of an Event of Default under this Loan Agreement, the Borrower hereby agrees to provide to the Trustee and to the Authority notice of such Event of Default (such notice to include a description of the nature of such event and what steps are being taken to remedy such Event of Default).

Section 4.04 **Reliance.** The Borrower hereby recognizes and agrees that the representations, warranties and covenants set forth in this Loan Agreement may be relied upon by all Persons interested in the legality and validity of the Notes including, without limitation, the Trustee for the benefit of the Owners of the Notes, the Banks and the Underwriters. In performing its duties and obligations under the Indenture, the Trustee may rely upon statements and certificates of the Borrower believed in good faith to be genuine and upon audits of the books and records of the Borrower pertaining to the Loan. The Trustee, in its name or as assignee of the Authority, may, for and on behalf of the Noteholders and the Banks, enforce all rights of the Authority which have been assigned to and are held by the Trustee and all obligations of the Borrower under and pursuant to this Loan Agreement, whether or not the Authority has pursued or attempted to enforce any of such rights and obligations. In addition, the Authority and the Trustee may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Authority or the Trustee hereunder in good faith and in conformity with the opinion of such counsel. In determining whether any default or lack of compliance by the Borrower exists under this Loan Agreement, none of the Trustee or the Authority shall be required to conduct any investigation into or review of the operations or records of the Borrower and may rely solely upon any notice or certificate delivered to the Trustee by the Borrower with respect to the occurrence or absence of a default.

Section 4.05 **Prohibition on Additional Obligations.** The Borrower shall not incur any obligations for borrowed moneys the repayments of which are due at any time on or before the Maturity Date, without the express written consent of the Authority.

Section 4.06 **Warranty of Truth.** The Borrower covenants that no information, certificate, statement in writing or report required by this Loan Agreement or otherwise furnished by the Borrower to the Authority or the Trustee shall contain any untrue statement of a material fact or omit a material fact necessary to make such information, certificate, statement or report not misleading as it relates to the Borrower.

Section 4.07 Prohibited Uses. No portion of the proceeds of the Notes shall be used to finance or refinance any facility, place or building to be used (1) primarily for sectarian instruction or study or as a place for devotional activities or religious worship or (2) by a person that is not a 501(c)(3) Organization or a Governmental Unit or by a 501(c)(3) Organization (including the Borrower) in an “unrelated trade or business” (as set forth in Section 513(a) of the Code), in such a manner or to such extent as would result in any of the Notes being treated as an obligation not described in Section 103(a) of the Code. The Borrower may not operate in any manner except in conjunction with a school under the Charter School Law.

Section 4.08 Indenture and Letter of Credit Provisions. The execution and delivery of this Loan Agreement shall constitute conclusive evidence of approval of the Indenture and the Reimbursement Agreement and each Letter of Credit relating to the Note by the Borrower. Whenever the Indenture by its terms imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the Indenture, and the Borrower shall carry out and perform all of its obligations under the Indenture as fully as if the Borrower were a party to the Indenture.

The Borrower further acknowledges terms of the Indenture with respect to its claim on Loan Repayments for the benefit of the Holders and the Banks, as the source of repayment of amounts owed under the Reimbursement Agreement. In support of its obligations hereunder, the Borrower acknowledges the terms of the MOU, the Intercept Notice, and the Notice to the Controller Pursuant to Education Code Section 17199.4.

Section 4.09 Maintenance of Charters, Etc. The Borrower covenants and agrees that, so long as any of the Notes remain Outstanding and any amounts remain owing under the Reimbursement Agreement, it shall (a) maintain its authorization to operate its charter school(s); (b) preserve, renew and maintain in full force and effect its legal existence and the existence of each of its charter schools under the applicable law of the State in good standing; (c) take all steps necessary to maintain its qualification as a charter school entitled to receive the Deferral Amounts and other Pledged Revenues; and (c) preserve its status as a nonprofit corporation and maintain its status as an organization described in Section 501(c)(3) of the Code and its exemption from federal income tax under Section 501(a) of the Code or corresponding provisions of future federal income tax laws as well as its exemption from income tax under applicable State law. The Borrower shall not (x) dissolve nor shall it sell, lease, assign, transfer or otherwise dispose of all or substantially all of its property or (y) consolidate or merge with or into any other Person or permit one or more other Persons to consolidate with or merge into it or acquire all or substantially all of the property of any other Person.

Section 4.10 Further Assurances. The Borrower shall, upon the request of the Authority or the Trustee, from time to time, execute and deliver and, if necessary, file, register and record such further financing statements, amendments, continuation statements and other documents and instruments and take such further action as may be reasonably necessary to effect the provisions of this Loan Agreement and the Indenture. Except to the extent it is exempt therefrom, the Borrower will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all federal or state

fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of such instruments of further assurance.

Section 4.11 **Lien on Pledged Revenues.** The Borrower shall do, or cause to be done, all things necessary (including, without limitation, the timely filing of continuation statements) to maintain the Trustee's valid first priority perfected security interest in the Pledged Revenues.

Section 4.12 **Change of Corporate Name, State of Incorporation or Location.** The Borrower shall not (a) change its name as it appears in official filings in the state of its incorporation or other organization, (b) change its chief executive office or principal place of business, or the location of its records concerning the Pledged Revenues, (c) change the type of entity that it is, (d) change its organization identification number, if any, issued by its state of incorporation or other organization, or (e) change its state of incorporation or organization or incorporate or organize in any additional jurisdictions.

Section 4.13 **Negative Pledge.** Notwithstanding anything herein to the contrary, the Borrower shall not create, incur, assume or suffer to exist, any lien, charge or encumbrance on, and shall not sell, assign, or otherwise transfer any of the Pledged Revenues except as provided herein and in the Indenture.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01 **Events of Default.** Any one of the following which occurs and continues shall constitute an Event of Default hereunder:

- (a) failure by the Borrower to pay or cause to be paid any interest on the Loan when due and payable; or
- (b) failure by the Borrower to pay or cause to be paid principal of the Loan; or
- (c) the Deferral Amounts are not paid to the Trustee at the times and in the amounts set forth in the Intercept Schedule; or
- (d) (i) failure of the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed in Sections 4.10, 4.12, 4.13 or 4.14 hereof or (ii) failure of the Borrower to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder (other than failure by the Borrower to pay the amounts required to be paid hereunder, as referred to in Section 5.01(a), (b), or (c) above, and other than as provided in Section 5.01 (d)(i) or (e) hereof) after the Borrower shall have been given 30 days' written notice specifying such default and requesting it be remedied; or
- (e) any of the Borrower's charter schools participating the Program ceases operations prior to December 31, 2021; or

(f) voluntary initiation by the Borrower of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Borrower of any such proceeding that shall remain undismissed for 60 calendar days after service of notice of such initiation upon the Borrower, or failure by the Borrower to promptly have discharged any execution, garnishment or attachment of such consequence as would impair the ability of the Borrower to carry on its operations, or assignment by the Borrower for the benefit of creditors, or the entry by the Borrower into an agreement of composition with creditors or the failure generally by the Borrower to pay its debts as they become due; or

(g) occurrence and continuance of an “Event of Default” under the Indenture, provided, however, that an Event of Default under the Indenture arising solely from the actions or inactions of the Authority or the Trustee or any charter schools or borrowers participating the Program other than those operated by the Borrower or the Borrower shall not be an Event of Default hereunder; or

(h) any representation or warranty made herein or any statement or representation made by the Borrower in any certificate, report, opinion, financial statement or other instrument furnished in connection with the Loan or this Loan Agreement proves to be false or misleading in any material respect when made; or

(i) the Borrower or any governmental authority shall contest the validity or enforceability of the Borrower's obligations hereunder, the payment of the Deferral Amounts or the other Pledged Revenues or the validity, perfection or priority of the lien on the Pledged Revenues granted to the Trustee hereunder or the Borrower shall deny, contest or repudiate its obligations hereunder; or

(j) the lien on and security interest in the Pledged Revenues granted to the Trustee herein shall at any time and for any reason cease to be a valid and perfected first-priority security interest in the Pledged Revenues.

Section 5.02 Remedies.

(a) Upon the occurrence of an Event of Default pursuant to Section 5.01 hereof and at any time thereafter during the continuance of such Event of Default, the Trustee may take one or more or any combination of the following remedial steps:

(i) By written notice to the Borrower, declare the unpaid indebtedness on the Notes and all amounts then due and payable hereunder, whether by acceleration of maturity or otherwise, to be immediately due and payable, whereupon the same shall become immediately due and payable; and

(ii) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement or the Notes.

Any amounts collected pursuant to action taken by the Trustee under this Section 5.02(a) shall be applied in accordance with provisions of the Indenture. Notwithstanding anything herein to the contrary, the indebtedness of the Borrower under this Loan Agreement may be separately and independently accelerated with or without an acceleration of the Notes.

(b) If the Trustee shall have proceeded to enforce the rights of the Authority under this Loan Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Authority, then the Borrower, the Trustee and the Authority shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Borrower, the Authority and the Trustee shall continue as though no such proceedings had taken place.

Section 5.03 **Additional Remedies.** In addition to the above remedies, if an Event of Default occurs hereunder, the Authority and the Trustee shall have the right and remedy, without posting bond or other security, to have the provisions of this Loan Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach will cause irreparable injury to the Trustee or the Authority and that money damages will not provide an adequate remedy thereto.

Section 5.04 **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee or the Authority to exercise any remedy reserved to it in this Article VI, it shall not be necessary to give notice, other than such notice as may be required in this Article VI. Such rights and remedies as are given the Authority hereunder shall also extend to Trustee on behalf of the Holders of the Notes, who shall be entitled to the benefit of all covenants and agreements herein contained.

Section 5.05 **No Additional Waiver Implied by One Waiver.** In the event any agreement or covenant contained in this Loan Agreement should be breached by the Borrower and thereafter waived by the Authority or the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 5.06 **Agreement to Pay Fees and Expenses Upon Default.** In the event the Borrower is in default under any provision of this Loan Agreement, the Borrower shall be liable to, and upon demand shall pay to, the Trustee the Borrower's Proportionate Share of all reasonable fees and disbursements of such Persons and its agents (including attorneys' fees and expenses) that are reasonably connected therewith or incidental thereto, except with respect to the Trustee, and such payment obligation shall be reduced to the extent such fees and disbursements are paid to the Trustee from money available therefor under the Indenture.

ARTICLE VI

PREPAYMENT

Section 6.01 **Prepayment of the Loan.**

(a) *General.* As further described below, the Borrower shall have the right, so long as all amounts which have become due hereunder have been paid, at any time or from time to time to prepay all or any part of its Loan Repayments and the Authority agrees that the Trustee shall accept such prepayments when the same are tendered. All such prepayments shall be deposited upon receipt in the applicable account of the Revenue Fund and, at the request of and as determined by the Borrower, credited against payments due hereunder.

(b) *Amount of Prepayment.* In the event of any prepayment pursuant to Section 6.01, the amount of the Loan deemed to be prepaid shall be equal to the principal amount of the Loan. In the case of prepayment of the Loan in full, the Borrower shall pay to the Trustee an amount sufficient, together with other funds held by the Trustee and available for such purpose, to pay interest on the Loan to the Maturity Date, the Borrower's Proportionate Share of all reasonable and necessary fees and expenses (including attorneys' fees) of the Authority, the Trustee and the Banks accrued and to accrue through final payment of the Notes and all other liabilities of the Borrower accrued and to accrue under this Loan Agreement and shall pay to the Authority an amount required by Section 3.02(d).

ARTICLE VII

MISCELLANEOUS

Section 7.01 **Notice.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or by messenger or overnight delivery service or by Electronic Notice, to the notice addresses set forth in the Indenture, provided that notices to the Borrowers shall mean only the Borrower under this Loan Agreement.

A duplicate copy of each notice, certificate or other communication given hereunder by the Authority or the Borrower shall also be given to the Trustee. The Authority, the Borrower, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 7.02 **Concerning Successors and Assigns.** All covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the execution and delivery of this Loan Agreement by the Authority and the Borrower. Whenever in this Loan Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Borrower that are contained in this Loan Agreement shall bind its successors and assigns and inure to the benefit of the successors and assigns of the Authority.

Section 7.03 **Governing Law; Venue.** This Loan Agreement is a contract made under the laws of the State of California, and shall be governed by and construed in accordance

with the Constitution and the laws applicable to contracts made and performed in said State. This Loan Agreement shall be enforceable in the State of California, and any action arising out of this Loan Agreement shall be filed and maintained in the Sacramento County Superior Court, Sacramento, California, unless the Authority waives this requirement.

Section 7.04 **Amendments; Modifications in Writing.** Except as otherwise provided in this Loan Agreement or the Indenture, subsequent to the initial issuance of Notes and prior to their payment in full, or provision for such payment having been made as provided in the Indenture, this Loan Agreement may be effectively amended, changed, modified, altered or terminated only as permitted under the Indenture, by written instrument executed by the parties hereto and with consent of the Banks. The Authority hereby agrees that it will not consent to an amendment of the Indenture without the approval of the Borrower.

Section 7.05 **Captions.** The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Loan Agreement.

Section 7.06 **Severability.** In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.07 **Counterparts.** This Loan Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 7.08 **Effective Date and Term.** This Loan Agreement shall become effective upon its execution and delivery by the Parties hereto, shall remain in full force from the date thereof and, subject to the provisions hereof, shall continue in effect as long as any of the Notes are outstanding or the Trustee holds any money under the Indenture.

Section 7.09 **Non-Liability of Authority.** The Authority shall not be obligated to pay the principal of or interest on the Notes, except from certain loan repayments received for the payment thereof from the Borrower under this Loan Agreement and from other from the borrowers under their loan agreements executed and delivered in accordance with the Program and attributable to the Notes. Neither the faith and credit nor the taxing power of the State or any political subdivision thereof, nor the faith and credit of the Authority or any member is pledged to the payment of the principal or interest on the Notes. The Authority shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Loan Agreement, the Notes or the Indenture, except only to the extent amounts are received for the payment thereof from the Borrower under this Loan Agreement and from other from the borrowers under their loan agreements executed and delivered in accordance with the Program and attributable to the Notes.

The Borrower hereby acknowledges that the Authority's sole source of moneys to repay the Notes will be provided by the payments made by the Borrower to the Trustee pursuant to this Loan Agreement, together with other amounts received by the Trustee in accordance with other loan agreements from other charter schools or borrowers participating the Program other than

those operated by the Borrower, and pursuant to the Indenture, and investment income on certain funds and accounts held by the Trustee under the Indenture, and hereby agrees that if the Loan Repayments shall ever prove insufficient to pay the Borrower's Proportionate Share of all principal of and interest on the Notes as the same shall become due (whether by maturity, acceleration or otherwise), then upon notice from the Trustee, the Borrower shall pay such amounts as are required from time to time to prevent any deficiency or default in the payment of such principal or interest, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Trustee, the Borrower, the Authority or any third party, subject to any right of reimbursement from the Trustee, the Authority or any such third party, as the case may be, therefor.

Section 7.10 **Waiver of Personal Liability.** No member, officer, agent or employee of the Borrower or of the Authority shall be individually or personally liable for the payment of any principal or interest on the Notes or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Loan Agreement; but nothing herein contained shall relieve any such member, director, officer, agent or employee from the performance of any official duty provided by law or by this Loan Agreement.

Section 7.11 **No Prevailing Party Provision.** Nothing in this Loan Agreement shall be construed to provide for award of attorneys' fees and costs to the Authority or the Borrower for the enforcement of this Loan Agreement as described in Section 1717 of the Civil Code. Nothing in this Section affects the rights of the Trustee provided herein.

Section 7.12 **Binding Effect.** This Loan Agreement shall inure to the benefit of and shall be binding upon the Authority and the Borrower and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Loan Agreement as of the date stated above.

**CALIFORNIA SCHOOL FINANCE
AUTHORITY**

By: _____
Deputy Treasurer For Chair,
State Treasurer, Fiona Ma

[BORROWER],
a California nonprofit public benefit corporation

By: _____

EXHIBIT A

FORM OF INTERCEPT NOTICE

Notice to the State Controller Pursuant to Education Code Section 17199.4

Re: California School Finance Authority Revenue Notes (ASAP Program)
Series 2021 (Federally Taxable) (the "Notes")

WHEREAS, [BORROWER], a nonprofit public benefit corporation (the "Borrower") operating one or more public charter school in the State of California (the "State"), has entered into a Loan Agreement with the California School Finance Authority (the "Authority"), dated as of March 1, 2021 (the "Loan Agreement"), under the terms of which the Borrower is obligated to make certain loan payments (the "Loan Repayments") to or upon the order of the Authority in order to provide, together with the loan payments made by other nonprofit public benefit corporations operating public charter schools in the State (the "Other Charter Schools"), sufficient debt service to pay the principal of and interest on the captioned Notes at maturity; and

WHEREAS, the Borrower has elected to have its Loan Repayments pledged to the repayment of a series or tranche of the Notes [Series 2021__ - __], pursuant to the terms of the Loan Agreement and that certain Indenture, dated as of March 1, 2021 (the "Indenture"), by and between the Authority and U.S. Bank National Association, as trustee (the "Trustee"); and

WHEREAS, the Authority has issued the Notes to fund loans made to the Borrower and to the Other Charter Schools under separate loan agreements;

NOW THEREFORE, NOTICE IS HEREBY GIVEN PURSUANT TO SECTION 17199.4(c)(2) OF THE EDUCATION CODE OF THE STATE OF CALIFORNIA TO THE STATE CONTROLLER OF THE STATE OF CALIFORNIA (THE "CONTROLLER"), that:

1. The governing board of the Borrower has elected, pursuant to the terms of the Loan Agreement and Section 17199.4(c)(1) of the Education Code of the State of California (the "Education Code"), to participate under Section 17199.4 of the Education Code, as described therein, and to direct the Controller to make transfers during the "Repayment Periods" and in the amounts (or such lesser amounts as are available to transfer) in the "Total Intercept" column set forth on Schedule I attached hereto, directly to the Trustee indicated in Section 4 hereto. If the amount available to the Controller to be transferred on any transfer date is less than the amount in the "Total Intercept" column set forth on Schedule I attached hereto, then the amount of such deficiency (each, a "Shortfall") shall be carried forward to the following Repayment Period, during which subsequent Repayment Period, the amount set forth in the Total Intercept column shall be increased by the amount of the Shortfall and transferred to the Trustee. If, in such subsequent Repayment Period, these actions result in an additional Shortfall for the next succeeding Repayment Period, such Shortfall shall be added to subsequent transfers until no Shortfall remains.

2. The Borrower hereby authorizes the Authority to provide a revised Schedule I to the Controller in the event of any Change in State Law, as defined in the Memorandum of Understanding (the “MOU”), by and among the Authority, the Controller and the California Department of Education, dated as of _____, 2021, that causes a change in the timing of receipt or amount of the Borrower’s Deferral Amounts (as defined in the MOU) during any Repayment Period.

3. The Borrower hereby represents and certifies that all of the payments described on Schedule I hereto, summarized as the Total Intercept, are being made in support of Borrower’s working capital loan from the Authority, evidenced by its Loan Agreement, in accordance with Section 17199.4(a) of the Education Code, that the amount stated as the Total Intercept is not in excess of the actual Loan Repayments due under the Loan Agreement, and that it is not submitting this notice for the purpose of accelerating the Borrower’s receipt of apportionments under Section 14041 of the Education Code or Section 36 of Title XIII of the California Constitution, as required under Section 17199.4(d) of the Education Code. These representations and certifications extend to the terms of any revised Schedule I provided to the Controller under Section 2 hereof.

4. Transfers pursuant to Section 1 above shall be paid by wire transfer of immediately available funds to:

U.S. Bank, N.A.
ABA #: 091000022
FBO: U.S. Bank Trust National Association
Account #: _____
Reference: CSFA [ASAP Notes]

(Remainder of page intentionally left blank)

_____, a California nonprofit
public benefit corporation, as Borrower

By: _____
Name:
Its:

Schedule I

Intercept Payment Amounts and Repayment Periods

EXHIBIT B

EFT FORM

[Attached]

[To Come]

EXHIBIT C

FORM OF REQUISITION FROM THE WORKING CAPITAL FUND

The undersigned authorized representative of [BORROWER], a California nonprofit public benefit corporation (the “Borrower”) hereby requests U.S. Bank National Association, as trustee (the “Trustee”) under that certain Indenture, dated as of March 1, 2021 (the “Indenture”), between the California School Finance Authority and the Trustee, to pay to the Persons (which can be the Borrower itself) listed on Schedule I attached hereto, the amounts shown for the purposes indicated from the respective account of the Working Capital Fund established and maintained under the Indenture.

The Borrower hereby certifies that (a) there has not been filed with or served upon the Borrower any notice of claim of lien, or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to any of the persons named in this Requisition, that has not been released or will not be released simultaneously with the payment of such obligation; (b) no Event of Default has occurred under the applicable Loan Agreement; (c) the Borrower’s representations and warranties under the applicable Loan Agreement remain true and correct; and (d) each of the Borrower’s charter schools remains eligible to receive the Deferred Payment from the State that is the basis for this Requisition (see attached information).

All payments shall be made by check or wire transfer in accordance with payment instructions contained in Schedule I and the Trustee shall have no duty or obligation to authenticate such payment instructions or the authorization thereof.

Dated: _____

[BORROWER], a California nonprofit public
benefit corporation

By: _____

INDENTURE

between

CALIFORNIA SCHOOL FINANCE AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION

Dated as of March 1, 2021

Relating to:

**CALIFORNIA SCHOOL FINANCE AUTHORITY
REVENUE NOTES
(ASAP PROGRAM)
SERIES 2021
(FEDERALLY TAXABLE)**

including

\$ _____
SERIES 2021A-1

\$ _____
SERIES 2021A-2

\$ _____
SERIES 2021B-1

\$ _____
SERIES 2021B-2

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THIS INDENTURE, made and entered into as of March 1, 2021, by and between the **CALIFORNIA SCHOOL FINANCE AUTHORITY**, a public instrumentality of the State of California (as hereinafter in Section 1.01 further defined, the “Authority”), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, being qualified to accept and administer the trusts hereby created (as hereinafter in Section 1.01 further defined, the “Trustee”).

WITNESSETH:

WHEREAS, the Authority is a public instrumentality of the State of California, created by the California School Finance Authority Act (constituting Chapter 18 (commencing with Section 17170) of Part 10 of Division 1 of Title 1 of the Education Code of the State of California) (as hereinafter in Section 1.01 further defined, the “Act”) and is authorized to issue bonds, notes, and other evidences of indebtedness, and loan the proceeds thereof for purposes of financing the acquisition, construction, expansion, remodeling, renovation, improvement, furnishing and equipping of educational facilities (as defined in the Act) and/or for purposes of paying working capital for a participating party (as defined in the Act), including an entity that undertakes the financing or refinancing of a project (as defined in the Act) pursuant to the Act in conjunction with schools (“charter schools”) established pursuant to the Charter Schools Act of 1992, as amended (constituting Part 26.8 of Division 4 of Title 2 of the Education Code) (the “Charter School Law”);

WHEREAS, each Borrower, which is listed in Exhibit D hereto, each, a California nonprofit public benefit corporation [or a limited liability company whose sole member is a California nonprofit public benefit corporation] (each, a “Borrower” and collectively, the “Borrowers”), has applied for a loan of proceeds of revenue notes of the Authority to finance working capital for certain of its affiliated charter schools through the Authority’s ASAP Program (the “Program”);

WHEREAS, the working capital financing will benefit each Borrower, each being the operator of one or more charter schools established pursuant to the Charter School Law and each of which is a California nonprofit public benefit corporation and each of which is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, the Authority has entered into a loan agreement with each of the Borrowers (each, a “Loan Agreement,” and collectively, the “Loan Agreements”), of even date herewith, specifying the terms and conditions of a loan by the Authority to each Borrower to finance its working capital needs, the loan repayments under which (the “Loan Repayments”) will be pledged to the payment of debt service on the series or tranche of Notes funding the related Loan Agreement; and

WHEREAS, Section 17199.4 of the Act specifies that any participating party in connection with securing financing of working capital pursuant to the Act may elect (each, an “Intercept”) to fund repayments of the Notes and various other payments and amounts in connection with the Notes; and

WHEREAS, Section 17199.4(c) of the Act provides that, to participate under such Section, the participating party shall, among other things, provide written notice of such Intercept to the Controller (each, an “Intercept Notice”), which Intercept Notice shall include, among other things, the participating party’s name, contact information and payment delivery instructions for the payee of the Loan Repayments and a schedule of the Loan Repayments subject to the Intercept (collectively, the “Repayment Amounts”); and

WHEREAS, the California Department of Education (the “CDE”) has responsibility under law to determine the principal apportionments due to each public charter school (each, a “Charter School”) under the laws of the State during each fiscal year; and

WHEREAS, the Authority has authorized the issuance of its California School Finance Authority Revenue Notes (ASAP Program), Series 2021 (Federally Taxable) including Series 2021A-1, Series 2021A-2, Series 2021B-1, and Series 2021B-2 (together the “Notes” and each, a “Series of Notes”), in the aggregate principal amount specified in Section 2.01 of this Indenture, to fund the loan to each of the Borrowers under each Loan Agreement, the proceeds of which will be applied to (i) finance working capital for the Borrowers and (ii) pay certain expenses and credit enhancement costs incurred in connection with the issuance of the Notes; and

WHEREAS, the Series 2021A-1 Notes have the benefit of the Series A-1 Letter of Credit issued by Citibank, N.A. and Series 2021A-2 Notes have the benefit of the Series A-2 Letter of Credit issued by Royal Bank of Canada, each supporting the principal of and interest on the related Notes and of the Grant Funded Reserve Account (as defined herein), and the Series 2021B-1 Notes have the benefit of the Series B-1 Letter of Credit issued by Citibank, N.A. and Series 2021B-2 Notes have the benefit of the Series B-2 Letter of Credit issued by Royal Bank of Canada, each supporting the principal of and interest on the related Notes, and each Letter of Credit has been issued by the respective bank (each a “Bank” and, together, the “Banks”) pursuant to a Reimbursement Agreement, dated as of March 1, 2021 (each, a “Reimbursement Agreement” and, together the “Reimbursement Agreements”), by and between the Authority and the respective Bank; and

WHEREAS, in connection with the issuance of the Notes, the Authority has entered into a Memorandum of Understanding, dated as of _____, 2021 (the “MOU”), by and among the Authority, the Office of the California State Controller (the “Controller”), and the CDE; and

WHEREAS, in order to provide for the authentication and delivery of the Notes, to establish and declare the terms and conditions upon which the Notes are to be issued and secured and to secure the payment of the principal thereof and the interest thereon, the Authority has authorized the execution and delivery of this Indenture;

WHEREAS, the Notes, the certificate of authentication and registration to be executed thereon and the form of assignment to appear thereon are to be in substantially the form set forth in Exhibit A hereto and made a part hereof with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture;

WHEREAS, in order to secure the payment of the principal of and interest on the Notes when due, the Authority has entered into each of the Reimbursement Agreements with the Banks in order to cause the Banks to issue the Letters of Credit in favor of the Trustee and for the account of the Authority; and

WHEREAS, the Authority has determined that all acts and proceedings required by law necessary to make the Notes, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding, and legal limited obligations of the Authority, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Indenture have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order further to secure the payment of the principal of and interest on, all Notes at any time issued and Outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Notes are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Notes by the Holders thereof, and in consideration of the issuance of each of the Letters of Credit by the Banks and for other valuable consideration, the receipt whereof is hereby acknowledged, the Authority does hereby covenant and agree with the Trustee, for the equal and proportionate benefit of the Holders from time to time of the Notes and the Banks, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 shall, for all purposes of this Indenture and of any indenture supplemental hereto, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

“Act” means the California School Finance Authority Act, constituting Chapter 18 (commencing with Section 17170) of Part 10 of Division 1 of Title 1 of the Education Code of the State, as now in effect and as it may from time to time hereafter be amended or supplemented.

“Additional Payments” shall have the meaning given such term in Section 3.02(d) of each Loan Agreement.

“Administrative Fees and Expenses” means any application, commitment, financing or similar fee charged, or reimbursement for administrative or other expenses incurred, by the Authority or the Trustee in connection with the Notes, including Additional Payments.

“Authority” means the California School Finance Authority, a public instrumentality of the State established by the Act.

“Authorized Borrower Representative” means the such person as may be designated by the governing board of a Borrower as an authorized signatory of such Borrower, by written certificate furnished to the Authority and the Trustee. Such certificate shall contain the specimen signature of such person, shall be signed on behalf of a Borrower by any officer of a Borrower and may designate an alternate or alternates.

“Authorized Denominations” means \$5,000 and any integral multiple of \$5,000 in excess thereof.

“Authorized Signatory” means any member of the Authority and any other person as may be designated and authorized to sign for the Authority pursuant to a resolution adopted thereby.

“Banks” means, collectively, the Series 1 Bank and the Series 2 Bank.

“Beneficial Owner” means, when used with reference to the book entry only system, the person who is considered the beneficial owner of the Notes and, with respect to the Notes pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

“Borrower” means each individually, and **“Borrowers”** means, collectively, the California nonprofit public benefit corporations listed in Exhibit D hereto.

“Borrower’s Proportionate Share” means that *pro rata* percentage equal to the principal amount of the Borrower’s Loan as a percentage of the aggregate principal amount of the related Series of Notes.

“Business Day” means any day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banking institutions in the State of California or New York, New York or in any state where the Office of the Trustee, or the office of the Banks at which drafts are required to be presented under the Letters of Credit, is/are located are required or authorized by law (including executive order) to close, or (c) a day on which the New York Stock Exchange is closed.

“CDE” means the California Department of Education, an agency of the State of California.

“Certificate of the Authority,” “Consent of the Authority,” “Order of the Authority,” “Request of the Authority,” or “Requisition of the Authority” mean, respectively, a written certificate, consent, order, request or requisition of the Authority signed by or on behalf of the Authority by an Authorized Signatory authorized by the Authority to execute such a document on its behalf.

“Certificate of a Borrower,” “Consent of a Borrower,” “Request of a Borrower,” “Request of the Borrowers,” “Requisition of a Borrower,” or “Statement of a Borrower” mean, respectively, a written certificate, request, requisition or statement of a Borrower executed on its behalf by an Authorized Borrower Representative.

“Charter School Law” means the Charter Schools Act of 1992, constituting Part 26.8, commencing with Section 47600 of Division 4 of Title 2 of the Education Code of the State, as now in effect and as it may from time to time hereafter be amended or supplemented.

“Closing Date” shall mean March __, 2021, the date of original issuance and delivery of the Notes.

“Code” means the Internal Revenue Code of 1986, or any successor code or law, and any regulations in effect or promulgated thereunder.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate [executed and delivered by the State Treasurer’s Office and the Authority, dated _____2021], as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Controller” means the Controller of the State or any other official of the State charged with the disbursement of State funds to State public schools.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the Authority or any of the Borrowers and related to the original authorization, execution, sale and delivery of the Notes, including but not limited to costs of preparation and reproduction of documents, fees and expenses of the Authority, the State Treasurer’s Office, initial fees, expenses and charges of the Trustee and its counsel, initial fees, expenses and charges of the Banks and their counsel, the Trustee, legal fees and charges of note counsel, special counsel, disclosure counsel and Trustee’s counsel, underwriters’ fees and expenses, rating agency fees and any other costs, charges or fees in connection with the original delivery of the Notes.

“Costs of Issuance Fund” means the fund by that name established pursuant to Section 5.08 hereof.

“Credit Enhancement Fee Fund” means the fund by that name established pursuant to Section 5.06 hereof.

“Deferral Amounts” means, as to each Borrower and its charter schools participating in the Program, the total funds deferred by the State from apportionments originally due to such Borrower during the Deferral Months identified in the Intercept Schedule, subject to change as provided in the MOU and Intercept Notices.

“Deferral Months” means the months of February through and including June 2021 to certain dates in July through and including November 2021, subject to change as provided in the MOU and Intercept Schedule.

“Depository” means The Depository Trust Company and its successors and assigns, or any other depository selected as set forth in Section 2.10 hereof which agrees to follow the procedures required to be followed by such depository in connection with the Notes.

“Education Code” means the Education Code of the State of California.

“EFT Form” means the Electronic Funds Transfer form contemplated to be delivered by each Borrower, together with each Intercept Notice, as provided in the MOU.

“Electronic Notice” means notice through telecopy, telegraph, telex, facsimile, transmission, internet, e-mail or other electronic means of communication, capable of making a written record.

“Eligible Securities” means any of the following obligations as and to the extent that such obligations are at the time legal investments under the Act for moneys held hereunder and then proposed to be invested therein (provided that the Trustee shall be entitled to rely upon any Request of a Borrower as conclusive certification to the Trustee that the investments described therein are so authorized under the laws of the State of California) and shall be the sole investments in which amounts on deposit in any fund or account created hereunder shall be invested:

(1) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America or any Federal Reserve Bank and CATS and TIGRS) or obligations the timely payment of the principal of and interest on which are unconditionally guaranteed by the United States of America;

(2) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies, provided that such obligations are backed by the full faith and credit of the United States of America (stripped securities shall constitute Eligible Securities only if they have been stripped by the agency itself); U.S. Export-Import Bank, Farmers Home Administration, Federal Financing Bank, General Services Administration, U.S. Maritime Administration, U.S. Department of Housing and Urban Development, Government National Mortgage Association, and Federal Housing Administration;

(3) bonds, debentures, notes, or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities shall constitute Eligible Securities only if they have been stripped by the agency itself): Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation (“FHLMC”), Federal National Mortgage Association (“FNMA”), Student Loan Marketing Association, Resolution Funding Corporation or Farm Credit System;

(4) bonds or notes issued by any state or municipality which are rated by S&P, Fitch and Moody’s in one of the three highest rating categories assigned by such agencies;

(5) repurchase agreements with either a primary dealer on the reporting dealer list of the Federal Reserve or any bank, which, in either case, is rated “A” or better by S&P and Moody’s, provided that (a) the term of such repurchase agreement is not greater than thirty days, (b) the Trustee or third party acting solely as agent for the Trustee has possession of the collateral, (c) the collateral is valued weekly and the market value of the collateral is maintained at an amount equal to at least 104% (or, if the collateral consists

of obligations of FHLMC or FNMA, 105%) of the amount of cash transferred by the Trustee to the dealer bank or securities firm under the repurchase agreement plus interest, (d) failure to maintain the requisite collateral levels will require the Trustee to liquidate the collateral immediately, (e) the repurchase securities are either obligations of, or fully guaranteed as to principal and interest by, the United States or any federal agency backed by the full faith and credit of the United States; (f) the repurchase securities are free and clear of any third-party lien or claim; and (g) there shall have been delivered to the Trustee, the Authority, and the Borrowers an Opinion of Counsel to the effect that such repurchase agreement meets all guidelines under State law for legal investment of public funds;

(6) investment agreements, including guaranteed investment contracts (“GICs”) with providers in one of the two highest rating categories of Moody’s and S&P;

(7) money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of “AAAm-G,” “AAA-m,” or “AA-m” and if rated by Moody’s rated “Aaa,” “Aa1” or “Aa2,” including such funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services or for which the Trustee or an affiliate of the Trustee serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee;

(8) certificates of deposit secured at all times by collateral described in (1) and/or (2) above, issued by commercial banks, savings and loan associations or mutual savings banks relating to collateral held by a third party, and in which collateral the Trustee on behalf of the Noteholders has a perfected first security interest;

(9) certificates of deposit, savings accounts, deposit accounts or money market deposits that are fully insured by FDIC, including BIF and SAIF;

(10) commercial paper rated, at the time of purchase, “Prime-1” by Moody’s and “A-1” or better by S&P;

(11) federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of “Prime-1” or “A-3” or better by Moody’s and “A-1” or “A” or better by S&P;

(12) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State as it may be amended;

(13) the State of California’s Pooled Money Investment Account;

(14) [the State of California’s Local Agency Investment Fund]; and

(15) obligations of a bank or other financial institution rated at least “Aa3” by Moody’s or “AA-” by S&P.

“**Escrow Account**” means the account by that name in the Working Capital Fund established pursuant to Section 5.07 hereof.

“**Event of Default**” means any of the events specified in Section 7.01 of this Indenture.

“**Fiscal Year**” means, with respect to each Borrower, the twelve-month period beginning July 1 and ending on June 30, or such other twelve-month period as may be designated in a written Statement of such Borrower delivered to the Authority and the Trustee.

“**Fitch**” means Fitch Ratings, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Authority.

“**Government Obligations**” means noncallable and nonprepayable direct obligations of the United States of America or obligations which as to full and timely payment of principal and interest constitute full faith and credit obligations of the United States of America (excluding therefrom unit investment trusts and money market funds comprised of such securities).

“**Grant-Funded Reserve Eligible Securities**” means:

- (1) obligations issued or guaranteed by the United States Government;
- (2) obligations of agencies or instrumentalities of the United States, including government-sponsored enterprises;
- (3) obligations issued by or guaranteed by any state, provided such obligations are rated in the two highest rating categories of Moody’s Investor Service, Standard and Poor’s Corporation or Fitch Ratings;
- (4) commercial paper, repurchase agreements, guaranteed investment contracts or other similar instruments issued by corporations that are organized and operating within the United States having assets in excess of \$500 million and having a short-term rating in the highest rating category of Moody’s Investor Service, Standard and Poor’s Corporation or Fitch Ratings, and a long-term rating in one of the two highest rating categories;
- (5) money market funds that invest solely in United States Government securities or obligations of agencies or instrumentalities of the United States, including such funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services or for which the Trustee or an affiliate of the

Trustee serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee;

(6) money market fund deposits or certificates of deposit made in federally insured, regulated credit unions or banks, to the extent fully insured or collateralized with investments under categories (1) through (5), including such funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services or for which the Trustee or an affiliate of the Trustee serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee; and

(7) such other investment securities as the Secretary may determine are prudent investments that comply with applicable law and regulations.

“Grant-Funded Reserve Account” means the Grant-Funded Reserve Account of the Reserve Fund established by the Trustee pursuant to Section 5.05 hereof.

“Indenture” means this indenture, as originally executed or as it may from time to time be supplemented, modified or amended by any supplemental indenture entered into pursuant to the provisions hereof.

“Intercept” means the apportionment from the Controller, pursuant to Section 17199.4 of the Education Code (or any successor provision) and each Intercept Notice, of amounts specified in each Intercept Notice and payable directly to the Trustee.

“Intercept Notice” means any notice from or on behalf of any Borrower to the Controller, pursuant to Section 17199.4 of the Education Code (or any successor provision), specifying a transfer schedule for the payment directly to the Trustee of one or more of the following: (x) principal of the Notes, (y) interest on the Notes and (z) other costs necessary or incidental to financing pursuant to the Act relating to the Notes, including Additional Payments, as the same may be amended, supplemented or restated from time to time.

“Intercept Schedule” means that schedule of repayment amounts, dates and repayment periods which the Authority shall provide, or cause to be provided for each Borrower in accordance with its Intercept Notice and the MOU.

“Interest Account” means the account by that name in the Revenue Fund established pursuant to Section 5.01(d).

“Irrevocable Deposit” means the irrevocable deposit in trust, with any trustee or escrow agent authorized to act in such capacity, of cash in an amount (or Government Obligations the principal of and interest on which will be in an amount), and under terms sufficient to pay all or a portion of the principal of and/or premium, if any, and interest on, as the same shall become due, of any indebtedness of a Borrower which would otherwise be considered Outstanding.

“Letters of Credit” means, collectively, the [Series 2021A-1 Letters of Credit], the [Series 2021A-2 Letters of Credit], the [Series 2021B-1 Letters of Credit], and the [Series 2021B-2 Letters of Credit].

“Loans” means the loan of Note proceeds from the Authority to the Borrowers pursuant to the Loan Agreements.

“Loan Agreement” means any of those certain loan agreements, each dated as of March 1, 2021, each between the Authority and a Borrower, as originally executed or as it may from time to time be supplemented, modified or amended subject to and in accordance with the terms thereof and of Section 6.06(b) of this Indenture; ***“Loan Agreements”*** means all of such Loan Agreements, collectively.

“Loan Repayments” has the meaning given such term in Section 3.02(b) of each Loan Agreement.

“Maturity Date” means the maturity date for the Notes, which occurs on [December 31, 2021].

“Memorandum of Understanding” means the Memorandum of Understanding, dated as of _____, 2021 (the “MOU”), by and among the Authority, the Controller, and the CDE, as now in effect and as it may from time to time hereafter be amended or supplemented.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Borrowers.

“Noteholder” or ***“Holder”*** means, with respect to any Note, the person in whose name such Note is registered.

“Notes” means, collectively, the Series 2021A-1 Notes, Series 2021A-2 Notes, Series 2021B-1 Notes and Series 2021B-2 Notes.

“Opinion of Note Counsel” means an Opinion of Counsel by a nationally recognized bond counsel firm experienced in matters relating to the exclusion from gross income for federal income tax purposes of interest payable on obligations of state and political subdivisions.

“Opinion of Counsel” means a written legal opinion of a lawyer or law firm (which may be counsel for the Authority) selected by the Authority.

“Outstanding,” when used as of any particular time with reference to Notes, means (subject to the provisions of Section 11.09 hereof) all Notes theretofore, or thereupon being, authenticated and delivered by the Trustee under this Indenture except (a) Notes theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (b) Notes with respect to which all liability of the Authority shall have been discharged in accordance with Section 10.01 of this Indenture; and (c) Notes for the transfer or exchange of which, or in lieu of or in substitution for which, other Notes shall have been authenticated and delivered by the Trustee pursuant to this Indenture.

“Payments” means (i) all moneys received by the Trustee through the Intercept as directed by each Borrower (except any money received to be used for the payment of Administrative Fees and Expenses), (ii) all moneys, if any, received by the Authority or the Trustee directly from, or on behalf of, any of the Borrowers, pursuant to the Loan Agreements (excluding Additional Payments not directed to be deposited into any fund or account created and held under the Indenture), and (iii) all income derived from the investment of any money in any fund or account established pursuant to this Indenture.

“Person” means an individual, corporation, firm, association, partnership, trust or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

“Principal Account” means the account by that name in the Revenue Fund established pursuant to Section 5.01(d).

“Principal Corporate Trust Office” means for the Trustee originally appointed hereunder, the corporate trust office of U.S. Bank National Association, which at the date of execution of this Indenture is that specified in Section 11.07 of this Indenture, provided however, that for purposes of presentation of Notes for payment or for registration of transfer and exchange such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

“Rating Agency” means at any time any nationally recognized rating agency including Fitch, Moody’s or S&P, then rating the Notes at the request of the Authority.

“Rating Category” means (i) with respect to any long-term rating category, all ratings designated by a particular letter or combination of letters, without regard to any numerical modifier, plus or minus sign or other modifier and (ii) with respect to any short-term or commercial paper rating category, all ratings designated by a particular letter or combination of letters and taking into account any numerical modifier, but not any plus or minus sign or other modifier.

“Record Date” means, with respect to the Maturity Date for the Notes, the fifteenth day of the calendar month immediately preceding the Maturity Date, whether or not such day is a Business Day.

“Reimbursement Agreements” means the Series 1 Reimbursement Agreement and the Series 2 Reimbursement Agreement.

“Release Date” means [July 15, 2021].

“Reserve Fund” means the Reserve Fund established by the Trustee pursuant to Section 5.05 hereof.

“Responsible Officer” of the Trustee means and includes a duly authorized officer of the Trustee, with regular responsibility for the administration of matters related to this Indenture.

“Retained Rights” means the Authority’s right to receive Administrative Fees and Expenses and any Additional Payments, any right to be indemnified, held harmless or defended and rights to inspection and to receive notices, certificates and opinions, express rights to give approvals, consents or waivers.

“Revenue Fund” means the fund by that name established pursuant to Section 5.01(d) of this Indenture.

[**“Senior Loan”** means, as to any respective Borrower, a loan outstanding through the State Emergency Loan program or through the California Infrastructure and Economic Development Bank.]

“Series” means, with respect to the Notes, the respective series or tranche of Notes.

“Series 1 Bank” means Citibank, N.A. and its successors and assigns.

“Series 2 Bank” means Royal Bank of Canada and its successors and assigns.

“Series 2021A-1 Letter of Credit” means the irrevocable, direct pay letter of credit issued by the Series 1 Bank contemporaneously with the original delivery of the Notes.

“Series 2021A-2 Letter of Credit” means the irrevocable, direct pay letter of credit issued by the Series 2 Bank contemporaneously with the original delivery of the Notes.

“Series 2021B-1 Letter of Credit” means the irrevocable, direct pay letter of credit issued by the Series 1 Bank contemporaneously with the original delivery of the Notes.

“Series 2021B-2 Letter of Credit” means the irrevocable, direct pay letter of credit issued by the Series 2 Bank contemporaneously with the original delivery of the Notes.

“Series 2021A Notes” means the Series 2021A-1 Notes and the “Series 2021A-2 Notes.

“Series 2021A-1 Notes” means the California School Finance Authority Revenue Notes (ASAP Program), Series 2021A-1 (Taxable), supported by the Series 2021A-1 Letter of

Credit, authorized and issued pursuant to Article II of this Indenture and any notes issued in exchange or replacement thereof in accordance with this Indenture.

“Series 2021A-2 Notes” means the California School Finance Authority Revenue Notes (ASAP Program), Series 2021A-2 (Taxable), supported by the Series 2021A-2 Letter of Credit, authorized and issued pursuant to Article II of this Indenture and any notes issued in exchange or replacement thereof in accordance with this Indenture.

“Series 2021B Notes” means the Series 2021B- 1 Notes and the “Series 2021B- 2 Notes.

“Series 2021B-1 Notes” means the California School Finance Authority Revenue Notes (ASAP Program), Series 2021B-1 (Taxable), supported by the Series 2021B-1 Letter of Credit, authorized and issued pursuant to Article II of this Indenture and any notes issued in exchange or replacement thereof in accordance with this Indenture.

“Series 2021BA-2 Notes” means the California School Finance Authority Revenue Notes (ASAP Program), Series 2021B-2 (Taxable), supported by the Series 2021B-2 Letter of Credit, authorized and issued pursuant to Article II of this Indenture and any notes issued in exchange or replacement thereof in accordance with this Indenture.

“Series 1 Reimbursement Agreement” means the Reimbursement Agreement, dated as of March 1, 2021, by and between the Series 1 Bank and the Authority, as originally executed or as it may from time to time be supplemented, modified or amended subject to and in accordance with the terms thereof and of Section 6.06(b) of this Indenture.

“Series 2 Reimbursement Agreement” means the Reimbursement Agreement, dated as of March 1, 2021, by and between the Series 2 Bank and the Authority, as originally executed or as it may from time to time be supplemented, modified or amended subject to and in accordance with the terms thereof and of Section 6.06(b) of this Indenture.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the state of New York, its successors and their assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Authority.

“Securities Depositories” means The Depository Trust Company, 55 Water Street, 50th Floor, New York, N.Y. 10041-0099 Attention: Call Notification Department, Fax (212) 855-7232 or to such other addresses and/or such other securities depositories as the Authority may designate to the Trustee in writing.

“Special Record Date” means the date established by the Trustee pursuant to Section 2.02(d) of this Indenture as a record date for the payment of defaulted interest on Notes.

“State” means the State of California.

“Supplemental Indenture” or *“Indenture supplemental hereto”* means any indenture hereafter duly authorized and entered into between the Authority and the Trustee in accordance with the provisions of this Indenture.

“Trustee” means U.S. Bank National Association, as trustee hereunder, or the successor as Trustee hereunder as provided in Section 8.01 or 8.02 of this Indenture.

“Working Capital Fund” means the fund by that name established pursuant to Section 5.07 hereof.

SECTION 1.02. Content of Certificates and Opinions. Every certificate (other than the certificate provided for in Section 11.05 hereof) or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include (a) a statement that the person or persons making or giving such certificate or opinion have read such condition or covenant and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such condition or covenant has been complied with; and (d) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate or opinion made or given by a member or officer of the Authority may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless such officer knows that the certificate or opinion or representations with respect to the matters upon which his or her certificate or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should have known that the same were erroneous. Any such certificate or opinion made or given by counsel may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the Authority) upon the certificate or opinion of or representations by a member or officer of the Authority, unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his or her opinion may be based as aforesaid are erroneous or in the exercise of reasonable care should have known that the same were erroneous.

Any written representation of the Authority or determination of the Trustee given in accordance with Section 6.06 (regarding the amendment of any Loan Agreement) or Article IX (regarding amendment of the Indenture) may, at the option of such party, be based solely on the written representation of a financial consultant or advisor selected by such party and not objected to by the other such party.

SECTION 1.03. Equal Security. In consideration of the acceptance of the Notes by the Holders thereof and the issuance of the Letters of Credit by the Banks, this Indenture shall be deemed to be and shall constitute a contract among the Authority, the Trustee, the Banks and the Holders from time to time of all Notes authorized, executed, issued and delivered hereunder and then Outstanding to secure the full and final payment of the principal of, premium, if any, and interest on all Notes which may from time to time be authorized, executed, issued and delivered

hereunder and the amounts owed under the Reimbursement Agreements, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the Authority shall be for the equal and proportionate benefit, protection and security of the Banks and all Holders of the Notes without distinction, preference or priority as to security or otherwise of any Bank over another or of any Notes over any other Notes by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

SECTION 1.04. Article and Section Headings and References. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Indenture.

All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof; and words of the masculine gender shall mean and include words of the feminine and neuter genders.

SECTION 1.05. Construction. The parties hereto acknowledge that each such party and its respective counsel have participated in the drafting and revision of this Indenture. Accordingly, the parties agree that any rule of construction which disfavors the drafting party shall not apply in the interpretation of this Indenture or any amendment or supplement or exhibit hereto.

ARTICLE II

THE NOTES

SECTION 2.01. Authorization of Notes. (a) There shall be issued under and secured by this Indenture an issue of notes of the Authority constituting the Notes. The Notes are hereby authorized to be issued hereunder and designated generally as the “California School Finance Authority Revenue Notes (ASAP Program) Series 2021 (Federally Taxable)” issued in four subseries: Series 2021A-1 supported by the Series 2021A-1 Letter of Credit issued by the Series 1 Bank, Series 2021A-2 supported by the Series 2021A-2 Letter of Credit issued by the Series 2 Bank, Series 2021B-1 supported by the Series 2021B-1 Letter of Credit issued by the Series 1 Bank, and Series 2021B-2 supported by the Series 2021B-2 Letter of Credit issued by the Series 2 Bank. The aggregate principal amount of the Notes that may be issued under this Indenture shall not exceed _____ dollars (\$ _____), exclusive of temporary Notes executed and authenticated as provided in Section 2.07 hereof. The aggregate principal amount of the Series 2021A-1 Notes that may be issued under this Indenture shall not exceed _____ dollars (\$ _____), exclusive of temporary Notes executed and authenticated as provided in Section 2.07 hereof. The aggregate principal amount of the Series 2021A-2 Notes that may be issued under this Indenture shall not exceed _____ dollars (\$ _____), exclusive of temporary Notes executed and authenticated as provided in Section 2.07 hereof. The aggregate principal amount

of the Series 2021B-1 Notes that may be issued under this Indenture shall not exceed _____ dollars (\$ _____), exclusive of temporary Notes executed and authenticated as provided in Section 2.07 hereof. The aggregate principal amount of the Series 2021B-2 Notes that may be issued under this Indenture shall not exceed _____ dollars (\$ _____), exclusive of temporary Notes executed and authenticated as provided in Section 2.07 hereof.

(b) This Indenture constitutes a continuing agreement with the Trustee and the Holders of all of the Notes Outstanding, and the Banks, subject to the covenants, agreements, provisions and conditions herein contained.

SECTION 2.02. Terms of Notes.

(a) The Notes shall be issued as registered notes in Authorized Denominations. The Notes shall be dated their date of issuance. Interest on the Notes shall be calculated on the basis of a 360-day year of twelve 30-day months and shall be payable in arrears on the Maturity Date.

(b) (i) The Series A-1 Notes shall mature on the Maturity Date and shall bear interest at the rate of _____% per annum; (ii) the Series A-2 Notes shall mature on the Maturity Date and shall bear interest at the rate of _____% per annum; (iii) the Series B-1 Notes shall mature on the Maturity Date and shall bear interest at the rate of _____% per annum; and (iv) the Series B-2 Notes shall mature on the Maturity Date and shall bear interest at the rate of _____% per annum.

(c) The Notes, when issued, will be registered in the name of Cede & Co., as nominee of the Depository, and shall be evidenced by one Note in the total aggregate principal amount. Registered ownership of the Notes, or any portion thereof, may not thereafter be transferred except as set forth in Section 2.10 hereof. So long as Cede & Co. is the registered owner of the Notes, as nominee of the Depository, references herein to the Noteholders, holders or registered owners shall mean Cede & Co. as aforesaid and shall not mean the “beneficial owners” of the respective series or tranche of Notes.

(d) The principal of and interest on the Notes shall be payable in lawful money of the United States of America upon surrender at the Principal Corporate Trust Office. The interest on any Note shall be payable to the person whose name appears on the registration books of the Trustee as the registered owner thereof as of the close of business on the Record Date for the Maturity Date, such interest to be paid by check mailed by first-class mail, postage prepaid, on the Maturity Date, to the registered owner at his or her address as it appears on such registration books. Notwithstanding the foregoing, however, any Holder of \$1,000,000 or more in an aggregate principal amount of the Notes shall be entitled to receive payments of interest on the Notes held by it by wire transfer of immediately available funds to such bank or trust company located within the United States of America as such other Holder shall designate in writing to the Trustee by the applicable Record Date for such payment. So long as Cede & Co. is the registered owner of the Notes, principal of and interest on the Notes are payable in same-day funds by the Trustee to Cede & Co., as nominee for the Depository.

(e) Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Noteholder on such Record Date and shall be paid to the person in whose name the Note is registered at the close of business on a Special Record Date for the payment of such defaulted interest. The Special Record Date shall be fixed by the Trustee, notice thereof being given to the Noteholders not less than 10 days prior to such Special Record Date.

SECTION 2.03. Execution of Notes. The Notes shall be signed in the name and on behalf of the Authority with the manual or facsimile signature of its Chair. The Notes shall then be delivered to the Trustee for registration and authentication by it. In case any officer who shall have signed any of the Notes shall cease to be such officer before the Notes so signed shall have been authenticated or delivered by the Trustee or issued by the Authority, such Notes may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Authority as though those who signed and attested the same had continued to be such officer of the Authority. Also, any Note may be signed on behalf of the Authority by such person as on the actual date of the execution of such Note shall be the proper officers although on the nominal date of such Note any such person shall not have been such officer. Only such of the Notes as shall bear thereon a certificate of authentication and registration in substantially the form set forth in Exhibit A hereto, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that the Notes so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

SECTION 2.04. Transfer of Notes. The registration of any Note may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.06 of this Indenture, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. The Trustee shall require the payment by the Holder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer, and there shall be no other charge to any Holder for any such transfer.

SECTION 2.05. Exchange of Notes. Notes may be exchanged at the Principal Corporate Trust Office of the Trustee for a like aggregate principal amount of the Notes of the same maturity of other authorized denominations. The Trustee shall require the payment by the Holder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange, and there shall be no other charge to any Holder for any such exchange.

SECTION 2.06. Note Register. The Trustee will keep or cause to be kept, at its Principal Corporate Trust Office, sufficient books for the registration of transfer of the Notes, which shall at all reasonable times during normal business hours upon reasonable notice be open to inspection by the Authority; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register the transfer or cause to be registered the transfer, on said books, of Notes as hereinbefore provided.

SECTION 2.07. Temporary Notes. The Notes may be initially issued in temporary form exchangeable for definitive Notes when ready for delivery. The temporary Notes may be printed, lithographed or typewritten, shall be of such denomination as may be determined by the Authority, shall be in registered form and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Note shall be executed by the Authority and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Notes. If the Authority issues temporary Notes, it will execute and furnish definitive Notes without delay, and thereupon the temporary Notes may be surrendered, for cancellation, in exchange therefor at the Principal Corporate Trust Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Notes an equal aggregate principal amount of definitive Notes of authorized denominations, of the same maturity or maturities. Until so exchanged, the temporary Notes shall be entitled to the same benefits under this Indenture as definitive Notes authenticated and delivered hereunder.

SECTION 2.08. Notes Mutilated, Lost, Destroyed or Stolen. If any Note shall become mutilated, the Authority, at the expense of the Holder of said Note, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Note of like tenor in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be canceled by it and delivered to, or upon the order of, the Authority. If any Note issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the Authority, at the expense of the Holder, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Note of like tenor in lieu of and in substitution for the Note so lost, destroyed or stolen. If any Note mutilated, lost, destroyed or stolen shall have matured, instead of issuing a substitute Note the Trustee may pay the same without surrender upon receipt of indemnity satisfactory to the Trustee. The Authority may require payment from the Holder of a sum not exceeding the actual cost of preparing each new Note issued under this Section and of the expenses which may be incurred by the Authority and the Trustee. Any Note issued under the provisions of this Section in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Authority whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Indenture with all other Notes secured by this Indenture.

SECTION 2.09. Use of Depository. Notwithstanding any provision of this Indenture to the contrary:

(a) The Notes initially shall be registered as provided in Section 2.02 hereof. Registered ownership of the Notes, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of the Depository or its nominee, or to any Substitute Depository designated pursuant to clause (ii) of this subsection (a) (“Substitute Depository”); provided that any successor of the Depository or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(ii) To any Substitute Depository designated by the Authority (at the direction of the Borrowers) and not objected to by the Trustee, upon (1) the resignation of the Depository or its successor (or any Substitute Depository or its successor) from its functions as depository or (2) a determination by the Authority (at the direction of the Borrowers) that the Depository or its successor (or any Substitute Depository or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of the Depository or its successor (or Substitute Depository or its successor) from its functions as depository; provided that no Substitute Depository which is not objected to by the Trustee can be obtained or (2) a determination by the Authority (with the concurrence of the Borrowers) that it is in the best interests of the Authority to remove the Depository or its successor (or any Substitute Depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) hereof, upon receipt of the Outstanding Notes by the Trustee, together with a Request of the Authority to the Trustee, a single new Note for each maturity shall be executed and delivered in the aggregate principal amount of the Notes of such maturity then Outstanding, registered in the name of such successor or such Substitute Depository, or their nominees, as the case may be, all as specified in such Request of the Authority. In the case of any transfer pursuant to clause (iii) of subsection (a) hereof, upon receipt of the Outstanding Notes by the Trustee, new Notes shall be executed and delivered in such denominations numbered in consecutive order from R-1 up and registered in the names of such persons as are requested in such a Request of the Authority, subject to the limitations of Section 2.02 hereof, provided the Trustee shall not be required to deliver such new Notes within a period less than sixty (60) days from the date of receipt of such a Request of the Authority.

(c) In the case of an advance refunding of the Notes, if any, evidencing all or a portion of the principal amount then Outstanding, the Depository shall make an appropriate notation on the Notes indicating the date and amounts of such reduction in principal.

(d) The Authority and the Trustee shall be entitled to treat the person in whose name any Note is registered as the Noteholder thereof for all purposes of the Indenture and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the Authority; and the Authority and the Trustee shall have no responsibility for transmitting payments to, communication with, notifying, or otherwise dealing with any beneficial owners of the Notes. Neither the Authority nor the Trustee will have any responsibility or obligations, legal or otherwise, to the beneficial owners or to any other party including the Depository or its successor (or Substitute Depository or its successor), except for the Holder of any Note.

(e) So long as the outstanding Notes are registered in the name of Cede & Co. or its registered assigns, the Authority and the Trustee shall cooperate with Cede & Co., as sole registered Noteholder, and its registered assigns in effecting payment of the principal of and interest on the Notes by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

SECTION 2.10. Validity of Notes. The validity of the authorization and issuance of the Notes is not dependent on and shall not be affected in any way by any proceedings taken by the Authority or the Trustee with respect to or in connection with the Loan Agreements. The recital contained in the Notes that the same are issued pursuant to the Act and the Constitution and laws of the State shall be conclusive evidence of their validity and of compliance with the provisions of law in their issuance.

ARTICLE III

ISSUANCE OF NOTES; ESTABLISHMENT OF CERTAIN FUNDS AND APPLICATION OF PROCEEDS

SECTION 3.01. Authentication and Delivery of Notes. At any time after the execution of this Indenture, the Authority may execute the Notes, and the Trustee, upon the Order of the Authority, shall authenticate and deliver the Notes in accordance with Article II of this Indenture, in each case exclusive of the Notes executed and authenticated as provided in Section 2.07 hereof.

SECTION 3.02. Application of Proceeds of Notes and Certain Other Moneys.

(a) The Trustee hereby agrees to establish and maintain hereunder, in trust, the funds described in Article V herein.

(b) The Trustee shall accept a portion of the proceeds received from the sale of the Notes in the amount of \$_____ (consisting of the par amount of the Notes of \$_____, and less an underwriters' discount of \$_____).

(c) The Trustee shall accept \$_____ from the Authority, consisting of a portion of the proceeds of a grant from the CDE.

(d) The Trustee shall deposit the amounts received pursuant to Section 3.02(b), Section 3.02(c) and Section 3.02(d) hereof, in the following funds and accounts in the following amounts:

	Subsection (b) Funds	Subsection (c) Funds	Subsection (d) Funds
Working Capital Fund			
Escrow Account			
Grant-Funded Reserve Account			
Credit Enhancement Fee Fund			
Costs of Issuance Fund			

ARTICLE IV

NO REDEMPTION OF THE NOTES

SECTION 4.01. No Redemption. The Notes are not subject to redemption prior to their stated maturity.

ARTICLE V

PLEDGE AND ASSIGNMENT; ESTABLISHMENT AND APPLICATION OF FUNDS AND ACCOUNTS

SECTION 5.01. Pledge and Assignment. (a) Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, there are hereby pledged to secure the payment of the principal of and interest on each series or tranche of the Notes in accordance with their terms and the provisions of this Indenture and the payment of all amounts owed under the Reimbursement Agreements, all of the Payments (except any money received to be used for the payment of Administrative Fees and Expenses) and any other amounts (including proceeds of the sale of Notes) held in any fund or account established pursuant to this Indenture for the benefit of such series or tranche of the Notes and the payment of amounts owing under the Reimbursement Agreements. Said pledge shall constitute a lien on and security interest in such assets and shall attach and be valid and binding from and after delivery of the Notes and the Letters of Credit, without any physical delivery thereof or further act. The repayment of the Notes and the amounts owed under the Reimbursement Agreements are also secured by the security interest granted to the Trustee by each Borrower under each Loan Agreement.

(b) The Authority hereby assigns to the Trustee, for the benefit of the Holders from time to time of the Notes and the Banks, all of the Payments (except any money received to be used for the payment of Administrative Fees and Expenses) and other amounts pledged and referenced in paragraph (a) of this Section and all of the right, title and interest of the Authority in, to and under the Loan Agreements (except for the Retained Rights). The Trustee shall be entitled to and shall receive all of such assigned Payments, and any such Payments collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and shall forthwith be paid by the Authority to the Trustee. The Trustee also shall be entitled to and shall (subject to the provisions of this Indenture) take all steps, actions and proceedings following any event of default under the Loan Agreements reasonably necessary in its judgment, or as directed in writing by the majority of Holders, subject to Section 11.06, to enforce, either jointly with the Authority or separately, all of the rights of the Authority assigned to the Trustee and all of the obligations of the Borrowers under the Loan Agreements and the MOU.

(c) The Borrowers shall take all actions necessary for the Trustee to collect directly from the Controller the amounts set forth in their respective Intercept Notices on such dates set forth in such Intercept Notices. Under Education Code Section 17199.4(c)(2)(c), the Trustee will be identified in the Intercept Notices as the Trustee, for the benefit of the Holders of

the Notes and the Banks, and shall be entitled to and shall receive all payments under the Intercept Notices on behalf of the Holders of the Notes.

(d) All Payments shall be promptly deposited by the Trustee upon receipt thereof in a special fund designated as the “Revenue Fund” which the Trustee is hereby directed to establish, maintain and hold in trust. Within the Revenue Fund, the Trustee shall establish a Letter of Credit Account for each Series of Notes, to be designated the “Series 2021A-1 Letter of Credit Account,” the “Series 2021A-2 Letter of Credit Account,” the “Series 2021B-1 Letter of Credit Account,” and the “Series 2021B-2 Letter of Credit Account.” For accounting purposes, the Trustee may establish within the Revenue Fund one or more Interest Accounts (each, an “Interest Account”) and Principal Accounts (each, a “Principal Account”) with respect to the Notes. All Payments shall be held in trust for the benefit of the Holders from time to time of the related Series of Notes and the Banks but shall nevertheless be disbursed, allocated and applied solely for the uses and purposes hereinafter in this Article V set forth.

(e) The Notes are not and shall not be deemed to constitute a debt or liability of the State, or any political subdivision thereof, and are not and shall not be deemed to be a pledge of the faith and credit of the State, or any political subdivision thereof, other than the Authority, which shall only be obligated to pay the Notes solely from the Payments and funds herein provided therefor. The issuance of the Notes shall not directly or indirectly or contingently obligate the State or any political subdivision thereof to levy or to pledge any form of taxation whatever for the Notes or to make any appropriation for their payment. Nothing in this Indenture, the Act or otherwise is an undertaking by the Authority or the State or any political subdivision thereof to fund the transfers described in the Intercept Notice or to funds available to the Borrowers in any amount or at any time.

SECTION 5.02. Allocation of Revenues.

(a) In accordance with Section 5.09, on the day before the Maturity Date the Trustee shall draw under the Letters of Credit, in accordance with the terms thereof, amounts sufficient to pay the principal of and interest on the Notes and shall deposit the proceeds of such drawings under each of the Letters of Credit into the Letter of Credit Account related to each Letter of Credit. On the Maturity Date the Trustee shall apply the amounts held in the Letter of Credit Accounts to repay the Notes of the related Series and, to the extent that amounts in Letter of Credit Accounts are insufficient to pay the principal and interest on the related Series of Notes, the Trustee shall apply amounts in the Revenue Fund to the repayment of the principal and interest of the Notes on the Maturity Date. To the extent that the Banks honor drawings under the Letters of Credit on the Maturity Date, the Trustee shall apply the amounts in the Revenue Fund to reimburse the Banks for amounts drawn under the Letters of Credit and payment of all other amounts owing under the Reimbursement Agreements including, as and to the extent provided in subsections (c) and (d) below.

(b) On the Maturity Date the Trustee shall transfer from the Revenue Fund and deposit into the following respective accounts, the following amounts, in the following order of priority, the requirements of each such account or fund (including the making up of any deficiencies in any such account resulting from lack of Payments sufficient to make any earlier

required deposit) at the time of deposit to be satisfied before any transfer is made to any account or fund subsequent in priority:

(1) To the Interest Account, the aggregate amount of interest becoming due and payable as interest on the Notes on the Maturity Date on all Notes then Outstanding, until the balance in said account is equal to said aggregate amount of interest; and

(2) To the Principal Account, the aggregate amount of principal becoming due and payable as principal of the Notes on the Maturity Date, until the balance in said Principal Account is equal to said aggregate amount of such principal.

(c) On or before the Release Date, the Trustee shall have determined the extent of any deficiencies in the Revenue Fund resulting from lack of Payments sufficient to make the required reimbursement to the Banks on the Maturity Date, and to the extent of such deficiency, shall draw amounts in the Credit Enhancement Fee Fund for the purpose of making up any deficiency in the Revenue Fund, the Interest Account or the Principal Account, each as allocable to the Notes, that exists on the Maturity Date.

(d) On the day before the Maturity Date, the Trustee shall determine the extent of any deficiencies in the Revenue Fund resulting from lack of Payments allocable to the Series 2021A Notes sufficient to make the required reimbursement to the Banks on the Maturity Date, and to the extent of such deficiency, shall draw amounts in the Grant-Funded Reserve Account for the purpose of making up any deficiency in the Revenue Fund, the Interest Account or the Principal Account, each as allocable to the Series 2021A Notes, that exists on the Maturity Date.

(e) Moneys remaining in the Revenue Fund after the foregoing transfers shall be transferred on the first Business Day after the Maturity Date by the Trustee to the applicable Borrowers in the amounts instructed by the Authority free and clear of the lien of this Indenture.

SECTION 5.03. Application of Interest Account. All amounts in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the related Series of Notes as it shall become due and payable (including accrued interest on any Notes purchased prior to maturity pursuant to this Indenture).

SECTION 5.04. Application of Principal Account. (a) All amounts in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the related Series of Notes, as provided herein.

SECTION 5.05. Application of Reserve Account. (a) The Trustee shall establish, maintain and hold in trust a separate fund designated as the “Reserve Fund” and within the Reserve Fund, the Trustee shall establish and maintain the “Grant-Funded Reserve Account.” All amounts in the Grant-Funded Reserve Account shall be used and withdrawn by the Trustee, solely for the purpose of making up any deficiency in the Revenue Fund, the Interest Account or the Principal Account, each as allocable to the Series 2021A Notes, that exists on the Maturity Date.

(b) The Trustee shall notify the Authority immediately of any withdrawal from the Grant Funded Reserve Account for the purpose of making up a deficiency in the Revenue Fund, the Interest Account or the Principal Account each allocable to the Series 2021A Notes, which notice shall specify the amount of such withdrawal from the Grant-Funded Reserve Account.

(c) Immediately following the date on which no Series 2021A Notes are Outstanding hereunder, the Trustee shall transfer to the Authority any amounts remaining on deposit in the Grant-Funded Reserve Account. Thereafter the Trustee shall close the Grant-Funded Reserve Account.

SECTION 5.06. Application of Credit Enhancement Fee Fund. (a) The Trustee shall establish, maintain and hold in trust a separate fund designated as the “Credit Enhancement Fee Fund.” All amounts in the Credit Enhancement Fee Fund shall be used and withdrawn by the Trustee, solely for the purpose of making up any deficiency in the Revenue Fund, the Interest Account or the Principal Account with respect to the Series 2021B Notes and, once the amounts in the Grant-Funded Reserve have all been applied to make up deficiencies in the Revenue Fund, the Interest Account and the Principal Account with respect to the Series 2021A Notes, with respect to the Series 2021A Notes that exists on the date when monies on deposit in the Revenue Fund, Interest Account or the Principal Account are required to be applied, as provided in [Section 5.01-Sections 5.03 and 5.04 hereof], or (together with any other moneys available therefor) for the payment of all Notes then Outstanding

(b) The Trustee shall notify the Authority immediately of any withdrawal from the Credit Enhancement Fee Fund for the purpose of making up a deficiency in the Revenue Fund, the Interest Account or the Principal Account, which notice shall specify the amount of such withdrawal from the Credit Enhancement Fee Fund.

(c) On the earlier of the Release Date or immediately following the date on which no Notes are Outstanding hereunder and all amounts owing under the Reimbursement Agreements are repaid in full, the Trustee shall transfer any amounts remaining on deposit in the Credit Enhancement Fee Fund (a) first, the Grant-Funded Reserve Fund, in the amount of any withdrawals therefrom and (b) then, the remaining amounts to Borrowers who are not in default under the Loan Agreement in the amounts instructed by the Authority based on such Borrower’s proportionate share. Thereafter the Trustee shall close the Credit Enhancement Fee Fund.

SECTION 5.07. Working Capital Fund.

(a) The Trustee shall establish, maintain and hold in trust a separate fund designated as the “Working Capital Fund” and within the Working Capital Fund, an Escrow Account.

(b) [The moneys in the Working Capital Fund (other than in the Escrow Account) shall be disbursed pursuant to Requisitions of each Borrower, which shall be substantially in the form of Exhibit B hereof, subject to satisfaction of the conditions to disbursement in subsection (c) below, pursuant to individual requisitions. The remainder of net Note Proceeds will be deposited into an Escrow Account and held until the Release Date. The

amounts each Borrower may receive by Requisition and the date on which such amount may be disbursed to each Borrower is set forth Exhibit D hereto. Each such Requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

(c) Conditions precedent to each disbursement to a Borrower of moneys in the Working Capital Fund are as follows:

(i) no Event of Default has occurred under the applicable Loan Agreement;

(ii) the Borrower's representations and warranties under the applicable Loan Agreement remain true and correct; and

(iii) [satisfactory evidence that each of the Borrower's charter schools remains eligible to receive the Deferred Payment from the State that is the basis for the Requisition in question. [The Banks and the Authority will work together to develop a process to provide such evidence based upon information to be available to the Authority regarding the status of each charter school.]]

(d) Upon satisfaction of [certain conditions] as of the Release Date, amounts on deposit in the Escrow Account will be released and transferred to the Working Capital Fund and available for requisition by each Borrower in the amounts on the dates set forth in Exhibit D.

(e) Any amounts remaining in the Working Capital Fund five Business Days prior to the Maturity Date shall be transferred to the Revenue Fund for payment of principal of the Notes. Upon such transfer, the Working Capital Fund shall be closed.

SECTION 5.08. Establishment and Application of Costs of Issuance Fund. The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Costs of Issuance Fund." The allocation of the total amount of Costs of Issuance that each Borrower shall be responsible for is set forth in Exhibit C hereof. Moneys deposited in said fund shall be used and withdrawn by the Trustee to pay the Costs of Issuance of the Notes upon Requisition of the Authority identifying the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund, and including a copy of the invoice or statement evidencing the costs incurred. On the one hundred eightieth (180th) day following the initial issuance of the Notes, or upon the earlier Request of the Authority, amounts, if any, remaining in the Costs of Issuance Fund shall be transferred to the Revenue Fund.

SECTION 5.09. Letters of Credit.

(a) On or before 3:00 P.M., California time, on the Business Day preceding the Maturity Date, the Trustee shall by telex, telecopy or telegraphic demand, draw on the Letters of Credit in accordance with the terms thereof so as to receive thereunder by 9:00 A.M., California time, on the Maturity Date, an amount, in immediately available funds, sufficient to enable the Trustee to pay principal of and interest payable, respectively, on the Series 2021 A-1 Notes, the Series 2021A-2 Notes, the Series 2021 B-1 Notes and Series 2021B-2 Notes on the

Maturity Date. The proceeds of such draw shall be deposited in the Series 2021A-1 Letter of Credit Account, the Series 2021A-2 Letter of Credit Account, the Series 2021B-1 Letter of Credit Account, and the Series 2021B-2 Letter of Credit Account, respectively, of the Revenue Fund.

(b) The Trustee shall not sell, assign or otherwise transfer the Letter of Credit, except to a successor Trustee hereunder and in accordance with the terms of the Letter of Credit and this Indenture. The Trustee shall not require any indemnification from the Authority or the Borrowers as a precondition of submitting a drawing on the Letter of Credit.

SECTION 5.10. Investment of Moneys in Funds and Accounts. All moneys in any of the funds and accounts established pursuant to this Indenture, except the Grant-Funded Reserve Account, shall be invested by the Trustee solely in such Eligible Securities as are specified in a Request of the Authority, provided, however, that, if the Authority does not file such a Request with the Trustee, the Trustee shall invest to the extent practicable in investments described in clause (7) of the definition of the term “Eligible Securities” in Section 1.01 of this Indenture; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a Request of the Authority specifying a specific money market fund and, if no such Request of the Authority is so received, the Trustee shall hold such moneys uninvested.

All moneys in the Grant-Funded Reserve Account shall be invested by the Trustee solely in such Grant-Funded Reserve Eligible Securities as are specified in a Request of the Authority, provided, however, that, if the Authority does not file such a Request with the Trustee, the Trustee shall invest to the extent practicable in investments described in clause five (5) of the definition of the term “Grant-Funded Reserve Eligible Securities” in Section 1.01 of this Indenture; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a Request of the Authority specifying a specific money market fund and, if no such Request of the Authority is so received, the Trustee shall hold such moneys uninvested.

All interest, profits and other income received from the investment of moneys shall be deposited in the Revenue Fund; provided, however, all interest, profits and other income received from the investment of moneys in the Grant-Funded Reserve Account shall remain in such Subaccount.

Investments in any and all funds and accounts established pursuant to this Indenture may be commingled for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in a particular fund amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the particular funds to which they are credited and otherwise as provided in this Indenture. The Trustee may act as principal or agent in the making or disposing of any investment. To the extent Eligible Securities are registrable, such investments shall be registered in the name of the Trustee. The Trustee may sell or present for redemption, any securities so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such securities

are credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment. The Trustee shall have no investment discretion.

The Trustee is hereby authorized, in making or disposing of any investment permitted by this Section, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or dealing as principal for its own account.

SECTION 5.11. Amounts Remaining in Funds and Accounts. Any amounts remaining in the Revenue Fund or any other fund or account established hereunder (other than the Grant-Funded Reserve Account) after payment in full of the Notes (or after provision for payment thereof as provided herein), payment of all amounts owing under [and allocable to] the Reimbursement Agreements, and payment of the fees, charges and expenses of the Trustee and the Authority, shall belong and be paid to the Authority by the Trustee. Any amounts remaining in the Grant-Funded Reserve Account after payment in full of the Series 2021A Notes (or after provision for payment thereof as provided herein), payment of all amounts owing under [and allocable to] the Reimbursement Agreements, and payment of the fees, charges and expenses of the Trustee and the Authority, shall belong and be paid to the Authority by the Trustee.

ARTICLE VI

COVENANTS

SECTION 6.01. Punctual Payment. The Authority shall punctually pay, but only out of Payments and pledged funds as herein provided, the principal and interest to become due in respect of every Note issued hereunder at the time and place and in the manner provided herein and in the Notes, according to the true intent and meaning thereof.

SECTION 6.02. Extension of Payment of Notes. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Notes or the time of payment of any of the claims for interest by the purchase or funding of such Notes or claims for interest or by any other arrangement except with the written consent of the Noteholders and, if the maturity of any of the Notes or the time of payment of any such claims for interest shall be extended without the written consent of the Noteholders, such Notes or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Notes then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section shall be deemed to limit the right of the Authority to issue Notes for the purpose of refunding any Outstanding Notes, and such issuance shall not be deemed to constitute an extension of maturity of Notes.

SECTION 6.03. Encumbrance Upon Payments. The Authority shall not create, or permit the creation of, any pledge, lien, charge or other encumbrance upon the Payments and other assets pledged or assigned under this Indenture while any of the Notes are Outstanding, except the pledge and assignment created by this Indenture. Subject to this limitation, the Authority expressly reserves the right to enter into one or more other indentures for any of its

corporate purposes, including other programs under the Act, and reserves the right to issue other obligations for such purposes.

SECTION 6.04. Power to Issue Notes and Make Pledge and Assignment. The Authority is duly authorized pursuant to law to issue the Notes and to enter into this Indenture and to pledge and assign the Payments (except Payments described in clause (i) of the definition thereof) and other assets purported to be pledged and assigned, respectively, under this Indenture in the manner and to the extent provided in this Indenture. The Notes and the provisions of this Indenture are and will be the valid and binding limited obligations of the Authority, and the Authority and Trustee shall at all times, to the extent permitted by law and subject to the provisions of this Indenture, defend, preserve and protect said pledge and assignment of Payments (except Payments described in clause (i) of the definition thereof) and other assets and all the rights of the Noteholders under this Indenture against all claims and demands of all persons whomsoever.

SECTION 6.05. Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with the Trustee's accounting practices for books of record and account relating to similar trust accounts and in accordance with the customary standards of the corporate trust industry for such books of record and account, in which complete and accurate entries shall be made of all transactions made by it relating to the proceeds of Notes, the Payments, the Loan Agreements and all funds and accounts established pursuant to this Indenture. Such books of record and account shall be available for inspection by the Authority, the Borrowers and any Noteholder, or his agent or representative duly authorized in writing, at reasonable hours, upon reasonable notice and under reasonable circumstances.

SECTION 6.06. Other Covenants; Amendment of the Loan Agreements. (a) Subject to the provisions of this Indenture, the Trustee shall promptly collect all amounts due pursuant to the Loan Agreements and, upon an Event of Default, diligently enforce and take all steps, actions and proceedings reasonably necessary for the enforcement of all of the rights of the Authority and the Trustee under the Loan Agreements assigned to it pursuant to Section 5.01(b) hereof.

(b) The Authority shall not amend, modify or terminate any of the terms of any Loan Agreement, or consent to any such amendment, modification or termination, without the prior written consent of the Trustee. The Trustee shall give such written consent if but only if (1) it has received a written representation from the affected Borrowers to the effect that such amendment or modification will not materially and adversely affect the interests of the Holders of the Notes; provided that, if an Event of Default described in paragraph (a), (b) or (c) of Section 7.01 has occurred and is continuing, the Trustee rather than the affected Borrowers shall make a determination that such amendment or modification will not materially and adversely affect the interests of the Holders of the Notes (provided that, in making such determination, the Trustee may conclusively rely on written representations of financial consultants or advisors or the opinion or advice of counsel), or (2) the Holders of a majority in aggregate principal amount of the Notes then Outstanding consent in writing to such amendment, modification or termination, provided that no such amendment, modification or termination shall reduce the amount of Loan Repayments payable to the Authority, or extend the time for making such payments, without the written consent of all of the Holders of the Notes then Outstanding.

(c) The Trustee shall promptly collect all amounts due from the Borrowers pursuant to the Loan Agreements, will perform all duties imposed upon it pursuant to the Loan Agreements and, upon an Event of Default, shall diligently enforce, and take all steps, actions and proceedings reasonably necessary for the enforcement of, all of the rights of the Authority (other than the Retained Rights) and all of the obligations of the Borrowers under the Loan Agreements, subject to all rights and protections contained in this Agreement.

SECTION 6.07. Further Assurances. The Authority will make, execute and deliver any and all such further indentures, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Holders of the Notes of the rights and benefits provided in this Indenture.

SECTION 6.08. Intercept Covenants. The Trustee shall, on each ____ and _____, and on any date which a transfer from the Controller to the Trustee is scheduled pursuant to any Intercept Notice, notify the Authority and the affected Borrower of any shortfall in amounts received by the Trustee from the Controller compared to the amounts set forth in any Intercept Notice for such date. If, subsequent to any shortfall for which the Trustee has sent notice pursuant to the preceding sentence, the Trustee shall receive payment of amounts sufficient to cure such shortfall, the Trustee shall, within ten (10) Business Days thereof, notify the Authority and the affected Borrower of the receipt of such payment, such payment to be allocated to reimburse accounts herein and/or the respective Bank as directed by the Authority.

SECTION 6.01. Secondary Market Event Disclosure. The Authority hereby covenants and agrees to comply with the continuing disclosure requirements for the Notes as promulgated under Rule 15c2-12, as it may from time to time hereafter be amended or supplemented, including without limitation complying with all of its obligations under the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure of the Authority to comply with the requirements of Rule 15c2-12 applicable to the Notes, as it may from time to time hereafter be amended or supplemented, shall not be considered an Event of Default hereunder or under any Loan Agreement; provided that any owner or beneficial owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations pursuant to this Section 6.01.

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES ON DEFAULT

SECTION 7.01. Events of Default; Waiver of Default. If one or more of the following events (“Events of Default”) shall happen, that is to say-

(a) if default shall be made by the Authority in the due and punctual payment of the principal of any Note as the same shall become due and payable (whether at maturity, by declaration or otherwise);

(b) if default shall be made by the Authority in the due and punctual payment of interest on any Note when and as such interest shall become due and payable; or

(c) receipt by the Trustee of written notice from a Bank that an Event of Default has occurred under a Reimbursement Agreement between such Bank and the Authority; or

(d) if default shall be made by the Authority in the performance or observance of any other of the covenants, agreements or conditions on its part in this Indenture or in the Notes contained, and such default shall have continued for a period of sixty (60) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Authority by the Trustee, or to the Authority, the Borrowers, and the Trustee by the Holders of not less than a majority in aggregate principal amount of the Notes at the time Outstanding, except that, in each case, if such failure can be remedied but not within such 60-day period, such failure shall not become an Event of Default for so long as the Authority shall diligently proceed to remedy the same;

then and in each and every such case during the continuance of such Event of Default, the provisions of Section 7.02 shall apply.

SECTION 7.02. Institution of Legal Proceedings by Trustee. (a) If one or more of the Events of Default shall occur, the Trustee in its discretion may, and upon the written request of the Holders of a majority in principal amount of the Notes then Outstanding, subject to Section 11.06, and upon being indemnified to its satisfaction therefor, the Trustee shall proceed to protect or enforce its rights or the rights of the holders of Notes and the Banks under this Indenture and the Loan Agreements, by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein or therein, or in aid of the execution of any power herein or therein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights or duties hereunder, including the rights of the Authority and the Trustee under the MOU, provided that any such request from the Noteholders shall not be in conflict with any rule of law or with this Indenture, expose the Trustee to personal liability or be unduly prejudicial to Noteholders not joining therein.

(b) Notwithstanding anything to the contrary in this Indenture, the Authority shall have no obligation to, and instead the Trustee may, without further direction from the Authority, take any and all steps, actions and proceedings, to enforce any or all rights of the Authority (other than those specifically retained by the Authority pursuant to Section 5.01 of this Indenture) under this Indenture, the Loan Agreements or the MOU, including, without limitation, the rights to enforce the remedies upon the occurrence and continuation of an Event of Default and the obligations of the Borrowers under the Loan Agreements.

SECTION 7.03. Application of Moneys Collected by Trustee. Any moneys collected by the Trustee pursuant to Section 7.02 hereof and any other amounts then held by the Trustee under this Indenture, shall be applied in the following order, at the date or dates fixed by the Trustee and, in the case of distribution of such moneys on account of principal upon presentation

of the Notes, and stamping thereon the payment, if only partially paid, and upon surrender thereof, if fully paid:

First: To the payment of costs and expenses of collection and reasonable compensation to the Trustee for its own services and for the services of counsel, agents and employees by it properly engaged and employed, and all other expenses and liabilities incurred, and for advances, together with interest on such advances at a rate per annum equal to the Note yield plus two percent, made pursuant to the provisions of this Indenture.

Second: In case the principal of any of the Notes shall have become due and paid with amounts drawn under the Letters of Credit; such amounts collected by the Trustee shall be used to pay amounts owing under the Reimbursement Agreements ratably to the Banks without discrimination or preference on a *pro rata* basis. In the event that a Bank wrongfully dishonors a drawing under a Letter of Credit, the Trustee shall apply the portion of the amounts collected allocable to the Series of Notes supported by the Letter of Credit with respect to which the wrongful dishonor has occurred to the payment of the principal and interest on such Notes supported by such dishonored Letter of Credit, in every instance such payment to be made ratably to the persons entitled thereto without discrimination or preference.

Whenever moneys are to be applied pursuant to the provision of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future or as otherwise directed by the Banks. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be the Maturity Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal and past-due interest to be paid on such date shall cease to accrue.

Whenever all principal of and interest on all Notes have been paid under the provisions of this Section and all fees, expenses and charges of the Trustee (including without limitation those of its attorneys) have been paid, and all amounts owing under the Reimbursement Agreements any balance remaining in the funds and accounts hereunder shall be paid to the Authority.

SECTION 7.04. Effect of Delay or Omission to Pursue Remedy. No delay or omission of the Trustee or of any Holder of Notes to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every power and remedy given by this Article VII to the Trustee or to the Holders of Notes may be exercised from time to time, and as often as shall be deemed expedient. In case the Trustee shall have proceeded to enforce any right under this Indenture, and such proceedings shall have been discontinued or abandoned because of waiver or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case the Authority and the Trustee, and the Holders of the Notes, severally and respectively, shall be restored to their former positions and rights hereunder in respect to the trust estate; and all remedies, rights and powers of the Authority, the Trustee and the Holders of the Notes shall continue as though no such proceedings had been taken.

SECTION 7.05. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee or to any Holder of the Notes is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

SECTION 7.06. Covenant to Pay Notes in Event of Default. The Authority covenants that, upon the happening of any Event of Default, the Authority will pay, but only out of Payments, to the Trustee, upon demand, for the benefit of the Holders of the Notes, subject to Section 11.06, the whole amount then due and payable thereon (by declaration or otherwise) for interest and principal as the case may be, and all other sums which may be due hereunder or secured hereby, including reasonable compensation to the Trustee and its agents and counsel and any expenses or liabilities incurred by the Trustee hereunder and, its agents and counsel. In case the Authority shall fail to pay the same forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled to institute proceedings at law or in equity in any court of competent jurisdiction to recover judgment for the whole amount due and unpaid, together with costs and reasonable attorneys' fees, subject, however, to the condition that such judgment, if any, shall be limited to, and payable solely out of, Payments as herein provided and not otherwise. The Trustee shall be entitled to recover such judgment as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of this Indenture, and the right of the Trustee to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture.

SECTION 7.07. Trustee Appointed Agent for Noteholders. The Trustee is hereby appointed the agent and attorney-in-fact of the Holders of all Notes Outstanding hereunder for the purpose of filing any claims relating to the Notes.

SECTION 7.08. Power of Trustee to Control Proceedings. Subject to Section 7.09 hereof, in the event that the Trustee, upon the happening of an Event of Default, shall have taken some action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Holders of a majority in aggregate principal amount of the [respective series or tranche of Notes] then Outstanding, subject to Section 11.06, it shall have full power, in the exercise of its discretion for the best interests of such Holders of the Notes, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default hereunder, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Holders of at least a majority in aggregate principal amount of the [respective series or tranche of Notes] Outstanding hereunder, subject to Section 11.06, opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

SECTION 7.09. Limitation on Noteholders' Right to Sue. Notwithstanding any other provision hereof, no Holder of any Note issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture or the Loan Agreements, unless (a) such Holder shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (b) the Holders of at least a majority in aggregate principal amount of all the Notes then Outstanding shall have made written request

upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Holders [of the respective series or tranche of Notes] shall have tendered to the Trustee indemnity satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Holder of Notes of any remedy hereunder; it being understood and intended that no one or more Holders of Notes shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Holders of the Outstanding Notes.

The right of the Banks to receive payment of amounts owed under the Reimbursement Agreements and of any Holder of any Note to receive payment of the principal of and interest on such Note out of Payments and the funds pledged herein, as herein provided, on and after the respective due dates expressed in such Reimbursement Agreements and Notes, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of the effected Bank or such Holder, notwithstanding the foregoing provisions of this Section or Section 7.08 of this Indenture or any other provision of this Indenture.

SECTION 7.10. Authority Retained Rights. Nothing in this Article shall limit in any respect the right of the Authority to enforce or waive any of its Retained Rights under the Loan Agreements.

ARTICLE VIII

THE TRUSTEE

SECTION 8.01. Duties, Immunities and Liabilities of Trustee. (a) The Trustee shall, prior to an Event of Default, and after the curing of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture. The Trustee shall, during the existence of any Event of Default which has not been cured and no implied duties (including fiduciary duties) shall be imposed on the Trustee, exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) The Authority may remove the Trustee at any time unless an Event of Default shall have occurred and then be continuing (unless an Event of Default shall have occurred and then be continuing) or at any time by an instrument or concurrent instruments in writing signed by the Holders of not less than a majority in aggregate principal amount of the Notes then Outstanding (or their attorneys duly authorized in writing) or if at any time the Trustee shall cease to be eligible in accordance with subsection (e) of this Section, or shall

become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee and the Banks, and thereupon shall appoint, with the written consent of the Banks (such consent required so long as such Bank is not in default of its obligation to honor a draw on its Letters of Credit), a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving written notice of such resignation to the Authority and the Banks, and by giving the Noteholders notice of such resignation by mail at the addresses shown on the Note registration books maintained by the Trustee. Upon receiving such notice of resignation, the Authority shall appoint, with the written consent of the Banks (such consent required so long as such Bank is not in default of its obligation to honor a draw on its Letters of Credit), a successor Trustee by an instrument in writing shall be appointed by the Authority.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee, a Bank or any Noteholder (on behalf of himself and all other Noteholders) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the Authority and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Request of the Authority or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and conveying to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Authority shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Authority shall mail a notice of the succession of such Trustee to the trusts hereunder to the Noteholders at the addresses shown on the Note registration books maintained by the Trustee. If the Authority fails to mail such notice within thirty (30) days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Authority.

(e) Any Trustee appointed under the provisions of this Indenture shall be a national banking association, a trust institution or banking institution having trust powers, doing

business and having a principal corporate trust office in California or, if it shall not have a principal corporate trust office in California, having the power under California law to perform all the duties of the Trustee hereunder as evidenced by an opinion of its counsel, having, or if it is a member of a bank holding company system its parent shall have, a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000 and subject to supervision or examination by State or federal authorities. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

(f) Upon the occurrence and continuance of an Event of Default, before taking any action which may subject the Trustee to liability under any Environmental Law, the Trustee may require that a satisfactory indemnity or environmental impairment insurance be furnished for the payment or reimbursement of all expenses to which it may be put and to protect it against all liability resulting from any claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability) and expenses which may result from such action. The term "Environmental Laws" shall mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

SECTION 8.02. Merger or Consolidation. Any company into which any successor Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the successor Trustee, if any, may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under subsection (e) of Section 8.01 hereof, shall be the successor to such successor Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 8.03. Rights of Trustee. (a) The recitals of facts herein and in the Notes contained shall be taken as statements of the Authority, and the Trustee does not assume any responsibility for the correctness of the same, or make any representations as to the validity or sufficiency of this Indenture, the Loan Agreements, or the Notes, or incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Notes assigned to or imposed upon it. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Notes. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

(b) The Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority in aggregate principal amount of the Notes at the time Outstanding relating to the time,

method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

(d) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Noteholders pursuant to the provisions of this Indenture unless such Noteholders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which may be incurred therein or thereby.

(e) The Trustee shall not be deemed to have knowledge of any Event of Default other than an Event of Default under Section 7.01(a) or 7.01(b) hereof unless and until a Responsible Officer of the Trustee shall have actual knowledge thereof, or shall have received written notice thereof, at its Principal Corporate Trust Office. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Notes or as to the existence of an Event of Default hereunder.

(f) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of its rights or powers. The Trustee has no obligation or liability to the Noteholders for the payment of interest or principal with respect to the Notes.

(g) The Trustee shall not be bound to ascertain or inquire as to the validity or genuineness of any collateral given to or held by it. The Trustee shall not be responsible for the recording or filing of any document relating to this Indenture or of financing statements (or continuation statements in connection therewith) or of any supplemental instruments or documents of further assurance as may be required by law in order to perfect the security interests in any collateral given to or held by it.

(h) The Trustee shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

(i) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Borrowers elect to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. Each Borrower agrees to assume all

risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(j) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include but not be limited to acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(k) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, affiliates, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the acts or omissions of any such attorney, agent, or receiver selected by it with reasonable care.

(l) The Trustee shall have no responsibility or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Notes.

(m) The Trustee shall not be required to review or inspect, and shall not be deemed to have notice of, the contents of any financial statement delivered to the Trustee, it being expressly understood that the Trustee shall only receive and hold such documents as a repository for examination and copying by any Holder at such Holder’s expense during business hours on Business Days with reasonable prior notice.

(n) Whether or not therein expressly so provided, every provision of this Indenture, the Loan Agreements or related documents relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article.

(o) To the fullest extent permitted by law and notwithstanding anything in this Indenture to the contrary, the Trustee shall not be personally liable for (i) special, consequential or punitive damages, however styled, including, without limitation, lost profits or (ii) the acts or omissions of any nominee, correspondent, clearing agency, or securities depository through which it holds securities or assets.

SECTION 8.04. Right of Trustee to Rely on Documents. The Trustee shall be protected in acting upon any notice, requisition, resolution, request, consent, order, certificate, report, opinion, Note or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the Authority, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Trustee shall not be bound to recognize any person as the Holder of a Note unless and until such Note is submitted for inspection, if required, and his title thereto is satisfactorily established, if disputed.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of the Authority, and such Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

SECTION 8.05. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Authority and any Noteholder, and their agents and representatives duly authorized in writing, at reasonable hours, upon reasonable notice and under reasonable conditions.

SECTION 8.06. Compensation and Indemnification of Trustee. The Authority (solely from Payments received from the Borrowers) shall from time to time, subject to any agreement between the Authority and the Trustee then in force, pay to the Trustee compensation for its services rendered by it in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties hereunder of the Trustee, which compensation shall not be limited by any provision of law with respect to the compensation of a trustee of an express trust, and the Authority will reimburse the Trustee for all its advances (with interest on such advances at the maximum rate allowed by law) and expenditures, including but not limited to advances to and fees and expenses of independent accountants, counsel (including in-house counsel to the extent not duplicative of other counsel's work) and engineers or other experts employed by it, and reasonably required, in the exercise and performance of its powers and duties hereunder. The Authority covenants and agrees to indemnify the Trustee (solely from Payments received from the Borrowers) against any loss, expense and liability (other than those which are due to the Trustee's negligence or default) which it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability. The obligations of the Authority under this Section shall survive resignation or removal of the Trustee hereunder and payment of the Notes and discharge of this Indenture.

ARTICLE IX

MODIFICATION OF INDENTURE

SECTION 9.01. Modification without Consent of Noteholders. Subject to the conditions and restrictions contained in this Indenture, the Authority and the Trustee, from time to time and at any time, may (with the written consent of each Bank, so long as such Bank is not in default of its obligation to honor a draw on the respective Letter of Credit) enter into an indenture or indentures supplemental hereto, which indenture or indentures thereafter shall form a part hereof, including, without limitation, for one or more of the following purposes, provided that the Authority and the Trustee shall have received an Opinion of Note Counsel to the effect that such amendment or modification is permitted by this Indenture:

(a) to add to the covenants and agreements of the Authority contained in this Indenture, other covenants and agreements thereafter to be observed, or to assign or pledge additional security for the Notes, or to surrender any right or power herein reserved to or conferred upon the Authority; provided such amendment or modification will not materially and adversely affect the interests of the Holders of the Notes;

(b) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing, correcting or supplementing any defective provision, contained in this Indenture, or in regard to such matters or questions arising under this Indenture as the Authority may deem necessary or desirable and not inconsistent with this Indenture; provided such amendment or modification will not materially and adversely affect the interests of the Holders of the Notes;

(c) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof or thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939, as amended, or similar federal statute; provided such amendment or modification will not materially and adversely affect the interests of the Holders of the Notes;

(d) in connection with an amendment of any agreement permitted by Section 6.06 hereof for the purpose of conforming the terms, conditions and covenants of this Indenture to the corresponding or related provisions of such amended agreement;

(e) to modify or eliminate the book-entry registration system for the Notes; or

(f) to comply with requirements of a Rating Agency in order to obtain or maintain a rating on any Notes.

Any supplemental indenture authorized by the provisions of this Section 9.01 may be executed by the Authority and the Trustee without the consent of the Holders of any of the Notes at the time Outstanding, notwithstanding any of the provisions of Section 9.02 hereof, but the Trustee shall not be obligated to enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

The Trustee shall mail an executed copy of a supplemental indenture authorized by this Section 9.01 and any document related thereto or executed in connection therewith to each Borrower and each Rating Agency then rating the Notes promptly after execution by the Authority and the Trustee. The Authority shall mail drafts of any such documents to such parties prior to execution thereof.

SECTION 9.02. Modification with Consent of Noteholders. With the consent of the Holders of not less than a majority in aggregate principal amount of the Notes at the time Outstanding and with the written consent of each Bank, so long as such Bank is not in default of its obligation to honor a draw on the respective Letter of Credit, the Authority and the Trustee may from time to time and at any time, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the

provisions of this Indenture or of any supplemental indenture; provided, however, that no such supplemental indenture shall (1) extend the fixed maturity of any Notes or reduce the rate of interest thereon or extend the time of payment of interest, or reduce the amount of the principal thereof or (2) reduce the aforesaid percentage of Holders of Notes whose consent is required for the execution of such supplemental indentures or extend the time of payment or permit the creation of any lien on the Payments or the assets pledged herein prior to or on a parity with the lien of this Indenture or deprive the Holders of the Notes of the lien created by this Indenture upon the Payments or the assets pledged herein, without the consent of the Holders of all of the Notes then Outstanding. Upon the filing with the Trustee of evidence of the consent of Noteholders, as aforesaid, the Trustee shall join with the Authority in the execution of such supplemental indenture unless such supplemental indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such supplemental indenture.

It shall not be necessary for the consent of the Noteholders under this Section 9.02 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the execution by the Authority and the Trustee of any supplemental indenture pursuant to the provisions of this Section, the Authority shall mail a notice to the Trustee setting forth in general terms the substance of such supplemental indenture, and the Trustee, upon receipt of such notice, shall mail such notice to each Borrower and the Noteholders at the addresses shown on the Note registration books maintained by the Trustee, at the expense of the Borrowers. Any failure of the Authority or the Trustee to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

The Trustee shall mail an executed copy of such supplemental indenture and any amendment of any Loan Agreement permitted under Section 6.06, hereof, and any supplement or amendment to either Letter of Credit or Reimbursement Agreement (including any expiration, extension, substitution or termination of the Letter of Credit) to each Rating Agency then rating the Notes promptly after execution by the Authority, the Trustee, and in the case of a Loan Agreement, the affected Borrowers. The Authority shall mail drafts of any such documents to such parties prior to execution thereof.

SECTION 9.03. Effect of Supplemental Indenture. Upon the execution of any supplemental indenture pursuant to the provisions of this Article IX this Indenture shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Authority, the Trustee and all Holders of Outstanding Notes shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 9.04. Opinion of Counsel as to Supplemental Indenture. Subject to the provisions of Section 8.04 of this Indenture and the requirement in Sections 9.01 and 9.02 hereof for an Opinion of Note Counsel, the Trustee and the Authority may receive an Opinion of

Counsel as conclusive evidence that any supplemental indenture executed pursuant to the provisions of this Article IX complies with the requirements of this Article IX and shall have no liability to Holders in excluding any Supplemental Indenture in reliance on an Opinion of Note Counsel.

SECTION 9.05. Notation of Modification on Notes; Preparation of New Notes. Notes authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article IX may bear a notation, in form approved by the Authority, as to any matter provided for in such supplemental indenture, and if such supplemental indenture shall so provide, new Notes, so modified as to conform, in the opinion of the Authority, to any modification of this Indenture contained in any such supplemental indenture, may be prepared by the Authority, authenticated by the Trustee and delivered without cost to the Holders of the Notes then Outstanding, upon surrender for cancellation of such Notes, in equal aggregate principal amounts.

ARTICLE X

NOTE DEFEASANCE

SECTION 10.01. Discharge of Liability on Notes. Upon the deposit with the Trustee, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 10.02 hereof) to pay any Outstanding Note, whether upon or prior to its maturity, including without limitation any allocable compensation due and owing the Trustee hereunder and all sums payable or which may become payable under the related Reimbursement Agreement, as verified by the related Bank to the Trustee in writing, then all liability of the Authority in respect of such Note shall cease, terminate and be completely discharged, except only that thereafter the Holder thereof shall be entitled to payment of the principal of and interest on such Note, and the Authority shall remain liable for such payment but only out of the money or securities deposited with the Trustee as aforesaid for its payment; provided further, however, that the provisions of Section 10.03 hereof shall apply in all events.

The Notes may at any time be surrendered to the Trustee for cancellation by the Authority or the Borrowers, which may have been acquired in any manner whatsoever, and such Notes, upon such surrender and cancellation, shall be deemed to be paid and retired.

SECTION 10.02. Deposit of Money or Securities with Trustee. Whenever in this Indenture it is provided or permitted that there be deposited with or held in trust by the Trustee money or securities in the amount necessary to pay any Notes, such amount (which may include money or securities held by the Trustee in the funds established pursuant to this Indenture) shall be equal (taking into account income which will accrue from the investment thereof on the date of deposit of such funds but without taking into account any income from the subsequent reinvestment thereof) to the principal amount of such Notes and all unpaid interest thereon to maturity, and shall be:

- (a) lawful money of the United States of America; or

(b) noncallable bonds, bills and bonds issued by the Department of the Treasury (including without limitation (1) obligations issued or held in book-entry form on the books of the Department of the Treasury and (2) the interest component of Resolution Funding Corporation strips for which separation of principal and interest is made by request to the Federal Reserve Bank of New York in book-entry form), United States Treasury Obligations State and Local Government Series and Zero Coupon United States Treasury Bonds;

provided, in each case, that the Trustee shall have been irrevocably instructed (by the terms of this Indenture or by Request of the Borrowers or the Authority) to apply such money to the payment of such principal of and interest on such Notes and provided, further, that the Authority and the Trustee shall have received (i) an Opinion of Note Counsel to the effect that the Notes to be discharged are no longer Outstanding; and (ii) a verification report of a firm of certified public accountants or other financial services firm acceptable to the Trustee verifying that the money or securities so deposited or held together with earnings thereon will be sufficient to make all payments of principal of and interest on the Notes to be discharged to and including their maturity date.

SECTION 10.03. Payment of Notes after Discharge of Indenture. Notwithstanding any provision of this Indenture, and subject to applicable escheat laws, any moneys held by the Trustee in trust for the payment of the principal of or interest on any Notes and remaining unclaimed for one year after the principal of all the Outstanding Notes has become due and payable (whether at maturity or by declaration as provided in this Indenture), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Notes became due and payable, shall be repaid to the Borrowers free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the Borrowers as aforesaid, the Trustee may (at the expense of the Borrowers) first mail to the Holders of Notes which have not yet been paid, at the addresses shown on the registration books maintained by the Trustee, a notice, in such form as may be deemed appropriate by the Trustee, with respect to the Notes so payable and not presented and with respect to the provisions relating to the repayment to the Borrowers of the moneys held for the payment thereof.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01. Liability of Authority Limited to Payments. Principal of and interest on the Notes are payable solely from Payments. Neither the State nor the Authority shall be obligated to pay the Notes or the interest thereon except from certain Payments set forth herein, and neither the faith and credit nor the taxing power of the State or of any political subdivision thereof shall be pledged to the payment of the principal of or the interest on the Notes. The issuance of the Notes shall not directly or indirectly or contingently obligate the State or any political subdivision thereof to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment. The Authority shall not be treated or deemed as having incurred any liability hereunder or by reason of or in connection with this Indenture, the Loan Agreements, the Letters of Credit, the Reimbursement Agreements or any of the transactions contemplated by any thereof except to the extent payable from certain Payments

set forth herein or other amounts available therefor under and pursuant to this Indenture. Nevertheless, the Authority may, but shall not be required to, advance for any of the purposes of this Indenture any funds of the Authority which may be made available to it for such purposes.

SECTION 11.02. Successor Is Deemed Included in All References to Predecessor.

Whenever in this Indenture either the Authority, the Trustee or a Bank is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Authority, the Trustee or such Bank shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11.03. Limitation of Rights to Parties, Borrowers and Noteholders.

Nothing in this Indenture or in the Notes expressed or implied is intended or shall be construed to give to any person other than the Authority, the Trustee, the Borrowers, the Holders of the Notes and the Banks any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the Trustee, the Borrowers, the Holders of the Notes and the Banks.

SECTION 11.04. Waiver of Notice. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 11.05. Destruction of Notes. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Authority of any Notes, the Trustee shall, in lieu of such cancellation and delivery, destroy such Notes (in the presence of an officer of the Authority, if the Authority shall so require) and at the request of the Authority deliver a certificate of such destruction to the Authority.

SECTION 11.06. Bank Deemed Owner; References to Bank. Notwithstanding anything contained herein to the contrary, so long as the respective Bank is not in default of its obligation to honor draws under the related Letter of Credit, such Bank shall at all times be deemed to be the sole and exclusive Holder of the series or tranche of Outstanding Notes supported by such Bank's Letter of Credit, for the purpose of all approvals, consents, waivers, institution of any action and the direction of all remedies. Notwithstanding any provisions contained herein to the contrary, after the expiration or termination of the related Letter of Credit and after all obligations owed to the related Bank pursuant to the related Reimbursement Agreement have been paid in full or discharged, all references to the Bank contained herein shall be null and void and of no further force and effect.

SECTION 11.07. Severability of Invalid Provisions. If any one or more of the provisions contained in this Indenture or in the Notes shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never

been contained herein. The Authority hereby declares that it would have entered into this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Notes pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable.

SECTION 11.08. Notices. Unless otherwise provided herein, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given (a) if hand delivered or delivered by courier, when delivered to the appropriate notice address, or (b) if mailed by first class mail, postage prepaid, six Business Days after deposit in the United States mail addressed to the appropriate notice address. Any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day. The parties listed below may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice required or permitted hereunder shall be directed to the following notice address:

As to the Authority: California School Finance Authority
State Treasurer's Office
304 S. Broadway, Suite 550
Los Angeles, California 90013
Attention: Executive Director
Telecopy: (213) 620-6309

As to the Borrowers: [See Each Loan Agreement]

As to Trustee: U.S. Bank National Association
[Address To Come]

As to ___ Bank: [Bank]
[Address To Come]

As to ___ Bank: [Bank]
[Address To Come]

SECTION 11.09. Evidence of Rights of Noteholders. Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Noteholders may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Noteholders in person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the holding by any person of Notes transferable by delivery, shall be

sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and of the Authority if made in the manner provided in this Section.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of Notes shall be proved by the note registration books held by the Trustee.

Any request, consent, or other instrument or writing of the Holder of any Note shall bind every future Holder of the same Note and the Holder of every Note issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in accordance therewith or reliance thereon.

SECTION 11.10. Disqualified Notes. In determining whether the Holders of the requisite aggregate principal amount of Notes have concurred in any demand, request, direction, consent or waiver under this Indenture, Notes which are owned or held by or for the account of the Authority or the Borrowers or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or the Borrowers shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Notes so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Notes and that the pledgee is not a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or the Borrowers. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee. Upon request of the Trustee, the Authority and the Borrowers shall specify in a certificate to the Trustee those Notes disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

SECTION 11.11. Money Held for Particular Notes. The money held by the Trustee for the payment of the interest, principal due on any date with respect to particular Notes shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Holders of the Notes entitled thereto and for the Banks.

SECTION 11.12. Funds and Accounts. Any fund required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds shall at all times be maintained in accordance with customary standards of the corporate trust industry, to the extent practicable, and for the protection of the security of the Notes and the rights of every Holder thereof and of the Banks.

SECTION 11.13. Waiver of Personal Liability. No member, officer, agent or employee of the Authority shall be individually or personally liable for the payment of the principal of or interest on the Notes or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Indenture.

SECTION 11.14. Execution in Several Counterparts. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 11.15. Governing Law; Venue. The laws of the State of California govern all matters arising out of or relating to this Indenture and the Notes, including, without limitation, their validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Indenture shall bring the legal action or proceeding in Sacramento County Superior Court, Sacramento, California, unless the Authority waives this requirement in writing. Each party agrees that the exclusive (subject to waiver as set forth herein) choice of forum set forth in this section does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum. Each party waives, to the fullest extent permitted by law, (a) any objection which may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Indenture brought in the Sacramento County Superior Court, Sacramento, California, and (b) any claim that any such action or proceeding brought in such court has been brought in an inconvenient forum.

SECTION 11.16. Complete Agreement. This Indenture represents the complete agreement between the parties with respect to the Notes and related matters.

SECTION 11.17. Action to be Taken on Days Other Than Business Days. Except as otherwise provided herein, whenever this Indenture requires any action to be taken on a day which is not a Business Day, such action shall be taken on the next succeeding Business Day with the same force and effect as if taken on such day. If any payment is made on the next Business Day as aforesaid, no interest shall accrue for the intervening period.

IN WITNESS WHEREOF, the CALIFORNIA SCHOOL FINANCE AUTHORITY has caused this Indenture to be signed in its name by a Deputy Treasurer for the Chair and its Executive Director, and U.S. BANK NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its name by a deputy hereunto duly authorized, all as of the day and year first above written.

**CALIFORNIA SCHOOL FINANCE
AUTHORITY**

By: _____
Deputy Treasurer For Chair,
State Treasurer, Fiona Ma

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

FORM OF NOTE

Unless this Note is presented by an authorized representative of The Depository Trust Company to the Trustee for registration of transfer, exchange or payment, and any Note issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

THE NOTES ARE NOT AND SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE CALIFORNIA SCHOOL FINANCE AUTHORITY, AND ARE NOT AND SHALL NOT BE DEEMED TO BE A PLEDGE OF THE FAITH AND CREDIT OF THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR. NEITHER THE STATE NOR THE AUTHORITY SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF THE NOTES, OR INTEREST THEREON, EXCEPT FROM THE FUNDS PROVIDED THEREFOR UNDER THE INDENTURE. THE ISSUANCE OF THE NOTES SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE AUTHORITY HAS NO TAXING POWER. NOTHING IN THE INDENTURE, THE ACT OR OTHERWISE IS AN UNDERTAKING BY THE AUTHORITY OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO FUND THE TRANSFERS DESCRIBED IN THE INTERCEPT NOTICES OR TO MAKE FUNDS AVAILABLE TO THE BORROWERS IN ANY AMOUNT OR AT ANY TIME.

REGISTERED

REGISTERED

No. R-__

\$_____

**CALIFORNIA SCHOOL FINANCE AUTHORITY
REVENUE NOTES
(ASAP PROGRAM)
SERIES 2021 -
(FEDERALLY TAXABLE)**

Rate of Interest:	Maturity Date:	Dated Date:	CUSIP:
_____ %	_____, 202__	_____, 2021	[_____]

Registered Owner: Cede & Co.

Principal Amount: _____ DOLLARS

CALIFORNIA SCHOOL FINANCE AUTHORITY, a public instrumentality of the State of California (the “Authority”), for value received, hereby promises to pay (but only out of the Payments and other assets pledged therefor as hereinafter mentioned) to CEDE & CO. or registered assigns, on the maturity date specified above, the principal sum of _____ DOLLARS (\$_____), in lawful money of the United States of America; and to pay interest thereon (but only from said Payments and other assets pledged therefor) in like lawful money from the date hereof until payment of such principal sum shall be discharged as provided in the Indenture hereinafter mentioned, at the rate stated above, payable on the Maturity Date. The principal hereof is payable at the Principal Corporate Trust Office (as defined in the Indenture) of U.S. Bank National Association (together with any successor Trustee as provided in the Indenture, as defined below, the “Trustee”). Interest hereon is payable by check mailed on the maturity date to the registered owner hereof as of the fifteenth day of the month immediately preceding the month in which the maturity date occurs (except with respect to defaulted interest) (the “Record Date”) at the address appearing on the registration books maintained by the Trustee; provided, however, that the holder of \$1,000,000 or more in aggregate principal amount of Notes may be paid by wire transfer to an account within the United States of America upon written request filed with the Trustee by the applicable Record Date for such payment.

Principal of and interest on the Notes is payable solely from Payments. Neither the State nor the Authority shall be obligated to pay the Notes or the interest thereon except from Payments set forth in the Indenture, and neither the faith and credit nor the taxing power of the State or of any political subdivision thereof shall be pledged to the payment of the principal of or the interest on the Notes. The issuance of the Notes shall not directly or indirectly or contingently obligate the State or any political subdivision thereof to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment. The Authority shall not be treated or deemed as having incurred any liability under the Indenture or by reason of or in connection with the Indenture, the Loan Agreements or any of the transactions contemplated by any thereof except to the extent payable from certain Payments set forth in the

Indenture or other amounts available therefor under and pursuant to the Indenture. Nevertheless, the Authority may, but shall not be required to, advance for any of the purposes of the Indenture any funds of the Authority which may be made available to it for such purposes. The Notes are not a debt of the State of California and said State is not liable for payment thereof.

This Series 2021__-__ Note is entitled “California School Finance Authority Revenue Notes (ASAP Program) Series 2021__-__ (Federally Taxable)” (herein called the “Notes”), limited in aggregate principal amount of _____ dollars (\$ _____) and issued pursuant to the provisions of the California School Finance Authority Act (constituting Chapter 18 (commencing with Section 17170) of Part 10 of Division 1 of Title 1 of the Education Code of the State of California) (herein called the “Act”) and an indenture, dated as of March 1, 2021, between the Authority and the Trustee (herein called the “Indenture”).

The Notes are issuable only as fully registered Notes in denominations of \$_____ or any integral multiple of \$5,000 in excess thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, Notes may be exchanged, at the Principal Corporate Trust Office, for a like aggregate principal amount of Notes of other authorized denominations.

Reference is hereby made to the Indenture (a copy of which is on file at said Principal Corporate Trust Office) and all indentures supplemental thereto, to the Loan Agreements (a copy of the forms of which is on file at said Principal Corporate Trust Office) and to the Act for a description of the rights thereunder of the registered owners of the Notes, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights and obligations of the Authority thereunder, to all the provisions of which Indenture and Loan Agreements the registered owner of this Note, by acceptance hereof, assents and agrees.

The Notes are secured by a pledge and assignment of Payments and of amounts held in the funds and accounts established pursuant to the Indenture, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.

The Notes have the benefit of a Letter of Credit issued by _____ (the “Bank”). Such Letter of Credit entitles the Trustee to draw an amount sufficient to pay the principal or and interest on the Notes on the Maturity Date.

This Note is transferable by the registered owner hereof, in person or by such person’s attorney duly authorized in writing, at the Principal Corporate Trust Office, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Indenture, and upon surrender and cancellation of this Note. Upon such transfer a Note or Notes, of authorized denomination or denominations and for the same aggregate principal amount, will be issued to the transferee in exchange therefor.

The Authority and the Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, and the Authority and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified and recited that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the provisions of the Act and by the Constitution and laws of the State of California, and that the amount of this Note, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Act, or by the Constitution and laws of the State of California, and is not in excess of the amount of Notes permitted to be issued under the Indenture.

This Note shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Trustee.

This Note shall be construed in accordance with and governed by the Constitution and the laws of the State of California applicable to contracts made and performed in the State of California.

IN WITNESS WHEREOF, the California School Finance Authority has caused this Note to be executed in its name and on its behalf by the facsimile signature of its Chair, as of the Dated Date recited above.

**CALIFORNIA SCHOOL FINANCE
AUTHORITY**

By: _____
Chair

**[FORM OF TRUSTEE'S CERTIFICATE OF
AUTHENTICATION AND REGISTRATION]**

This is one of the Notes described in the within-mentioned Indenture which has been authenticated and registered this _____.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto

(print or type name, address, taxpayer identification no.
and zip code of assignee)

the within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature

NOTE: The signature to the assignment must correspond to the name as written on the face of this Note in every particular, without any alteration or change whatsoever.

Signature Guaranteed By: _____

NOTE: The signature(s) to the assignment must be guaranteed by an eligible guarantor institution.

EXHIBIT B

FORM OF REQUISITION FROM THE WORKING CAPITAL FUND

The undersigned authorized representative of [BORROWER], a California nonprofit public benefit corporation (the “Borrower”) hereby requests U.S. Bank National Association, as trustee (the “Trustee”) under that certain Indenture, dated as of March 1, 2021 (the “Indenture”), between the California School Finance Authority and the Trustee, to pay to the Persons (which can be the Borrower itself) listed on Schedule I attached hereto, the amounts shown for the purposes indicated from the respective account of the Working Capital Fund established and maintained under the Indenture.

The Borrower hereby certifies that (a) there has not been filed with or served upon the Borrower any notice of claim of lien, or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to any of the persons named in this Requisition, that has not been released or will not be released simultaneously with the payment of such obligation; (b) no Event of Default has occurred under the applicable Loan Agreement; (c) the Borrower’s representations and warranties under the applicable Loan Agreement remain true and correct; and (d) each of the Borrower’s charter schools remains eligible to receive the Deferred Payment from the State that is the basis for this Requisition (see attached information).

All payments shall be made by check or wire transfer in accordance with payment instructions contained in Schedule I and the Trustee shall have no duty or obligation to authenticate such payment instructions or the authorization thereof.

Dated: _____

[BORROWER], a California nonprofit public
benefit corporation

By: _____

EXHIBIT C

FORM OF REQUISITION FROM THE COSTS OF ISSUANCE FUND

The undersigned authorized representative of the CALIFORNIA SCHOOL FINANCE AUTHORITY, a public instrumentality of the State of California (the “Authority”) hereby requests U.S. Bank National Association, as trustee (the “Trustee”) under that certain Indenture, dated as of March 1, 2021 (the “Indenture”), between the California School Finance Authority and the Trustee, to pay to the Persons listed on Schedule I attached hereto, the amounts shown for the purposes indicated from the Costs of Issuance Fund established and maintained under the Indenture.

All payments shall be made by check or wire transfer in accordance with payment instructions contained in Schedule I and the Trustee shall have no duty or obligation to authenticate such payment instructions or the authorization thereof.

Dated: _____

**CALIFORNIA SCHOOL FINANCE
AUTHORITY**

By: _____

EXHIBIT D

**LIST OF BORROWERS, REQUISITION AMOUNTS [PER SCHOOL PER MONTHLY
DRAW], AND ALLOCATION OF COSTS OF ISSUANCE**

Agenda Item 5.
REPORTS

Subject:

5.1 Student Enrollment and Attendance Report

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

Each month the Board receives this report to keep the Board apprised of enrollment and attendance patterns. As our revenue is generated by our enrollment and actual daily attendance, there are fiscal implications based on student numbers each day.

Enrollment as of 12/18/20

NU-Humboldt Charter School - 392

NU-Siskiyou Charter School - 164

Attendance as of 12/18/20:

NU-Humboldt Charter School - 96.5%

NU-Siskiyou Charter School - 96.2%

Fiscal Implications:

To be determined.

Contact Person/s: Shari Lovett, Lynda Speck

NORTHERN UNITED CHARTER SCHOOLS ATTENDANCE AND ADA SUMMARY REPORT BY LEARNING PERIODS

NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL				NORTHERN UNITED-SISKIYOU CHARTER SCHOOL			
Date Range	End Enroll	ADA Enroll	% ADA	Date Range	End Enroll	ADA Enroll	% ADA
08/31-9/25	409	393.11	95.29%	08/31-9/25	159	155.05	97.23%
09/28-10/23	401	383.05	94.14%	09/28-10/23	162	159.2	97.55%
10/26-11/20	396	383.05	95.59%	10/26-11/20	159	159.63	98.25%
11/23-12/18	392	382.87	96.55%	11/23-12/18	164	158.6	96.20%
12/21-01/29	387			12/21-01/29	160		
02/01-02/26				02/01-02/26			
03/01-03/26				03/01-03/26			
03/29/-04/23				03/29/-04/23			
04/26-05/21				04/26-05/21			
05/24-06/17				05/24-06/17			
Year Overall				Year Overall			

Agenda Item 5.
REPORTS

Subject:

5.2 Financial Report

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

Each month a Financial Report is given in order to keep the Board apprised of the fiscal condition of each school.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Tammy Picconi

HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Financial Activity Report - Summary (From: 1/1/2021 To: 1/31/2021)

Object	Object Description	Balance Forward	Budget Activity	Actual Activity	Pre/Encumbered Pended Activity	Balance
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Resource 0000 UNRESTRICTED						
Revenue						
8011	REVENUE LIMIT ST AID-CURR YR	1,933,833.00	78,548.00	332,374.00	0.00	1,680,007.00
8096	TRANSFERS>CHARTERS IN LIEU TAX	3,033.00	213.00	444.00	0.00	2,802.00
8550	MANDATED COST REIMBURSEMENTS	391.00	(391.00)	0.00	0.00	0.00
8660	INTEREST	1,170.00	0.00	0.00	0.00	1,170.00
8699	ALL OTHER LOCAL REVENUES	110,939.48	0.00	1,580.23	1,005.00	108,354.25
8980	CONTRIB FROM UNRSTRCTD REV	(25,000.00)	0.00	0.00	0.00	(25,000.00)
8984	CONTRIBUTION>LCFF	(519,254.00)	0.00	0.00	0.00	(519,254.00)
8989	CONTRIBUTION > SPECIAL ED	(300,856.00)	(30,000.00)	0.00	0.00	(330,856.00)
Total Revenue		1,204,256.48	48,370.00	334,398.23	1,005.00	917,223.25
Expenditure						
1100	TEACHERS SALARIES - REGULAR	417,982.24	0.00	73,718.00	0.00	344,264.24
1150	TEACHER SALARY - OTHER PAY	4,217.50	0.00	525.00	0.00	3,692.50
1300	CERT SUPRVSRs' & ADMINs' SAL	59,007.00	0.00	9,834.50	0.00	49,172.50
1900	OTHER CERT SALARY- REGULAR	183,600.00	0.00	29,025.00	0.00	154,575.00
2100	CLASS INSTR AIDE SAL-REGULAR	26,570.50	0.00	5,217.50	0.00	21,353.00
2214	CUSTODIAN	8,994.50	0.00	603.00	0.00	8,391.50
2255	COMPUTER LAB TECHNICIAN	30,450.00	0.00	5,075.00	0.00	25,375.00
2304	BUSINESS MANAGER	31,449.98	0.00	5,241.67	0.00	26,208.31
2307	COORDINATOR	27,048.00	0.00	4,488.00	0.00	22,560.00
2308	DIRECTOR	30,450.00	0.00	5,075.00	0.00	25,375.00
2309	ADMINISTRATIVE ASSISTANT	37,232.00	0.00	6,272.00	0.00	30,960.00
2402	ACCOUNT TECHNICIAN	54,720.07	0.00	8,233.32	0.00	46,486.75
2403	CLERICAL TECHNICIAN	1,463.25	0.00	1,733.38	0.00	(270.13)
2405	ATTENDANCE TECHNICIAN	43,570.00	0.00	5,850.00	0.00	37,720.00

Criteria: Type = Summary; Budget Status = Revised; Running Balance = Yes; Default Column Order = Yes; Include GL Status = Pended,Encumbered,PreEncumberd; Sort/Group = Fund,Resource,Object; Suppress Net Zero Accounts = Yes; Display Columns FTR = GL Status

HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Financial Activity Report - Summary (From: 1/1/2021 To: 1/31/2021)

Object	Object Description	Balance Forward	Budget Activity	Actual Activity	Pre/Encumbered Pended Activity	Balance
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Resource 0000 UNRESTRICTED						
Expenditure						
3101	STRS - CERTIFICATED	173,957.94	0.00	18,266.07	0.00	155,691.87
3202	PERS - CLASSIFIED	65,565.14	0.00	9,425.74	0.00	56,139.40
3312	SOCIAL SECURITY-CLASSIFIED	18,214.61	0.00	2,942.53	0.00	15,272.08
3331	MEDICARE-CERTIFICATED	9,535.57	0.00	1,636.42	0.00	7,899.15
3332	MEDICARE-CLASSIFIED	4,250.00	0.00	688.16	0.00	3,561.84
3411	HEALTH & WELFARE BENEFITS-CRT	124,033.72	0.00	19,554.91	0.00	104,478.81
3412	HEALTH & WELFARE BENEFITS-CLS	85,820.00	0.00	12,242.96	0.00	73,577.04
3501	ST UNEMPLOYMENT INS-CERTIF	329.59	0.00	56.45	0.00	273.14
3502	ST UNEMPLOYMENT INS-CLASSIFD	145.74	0.00	23.73	0.00	122.01
3601	WORKER'S COMP-CERTIFICATED	6,712.98	0.00	1,151.13	0.00	5,561.85
3602	WORKER'S COMP-CLASSIFIED	2,996.47	0.00	484.10	0.00	2,512.37
4310	MATERIALS & SUPPLIES	3,442.43	(1,150.00)	0.00	0.00	2,292.43
4351	OFFICE SUPPLIES	(31.88)	700.00	29.24	0.00	638.88
4374	CUSTODIAL SUPPLIES	1,907.89	(1,000.00)	0.00	0.00	907.89
4377	GROUND SUPPLIES	50.00	(50.00)	0.00	0.00	0.00
4381	BUILDING MAINTENANCE SUPPLS	239.60	0.00	0.00	0.00	239.60
4383	LOCKS AND KEYS	50.00	0.00	0.00	0.00	50.00
4392	MEDICAL SUPPLIES	50.00	(50.00)	0.00	0.00	0.00
4453	OTHER TECHNOLOGY	36.61	0.00	0.00	0.00	36.61
5201	EMPLOYEE MILEAGE	1,597.12	(1,000.00)	131.10	0.00	466.02
5207	REGISTRATION FEES	2.80	0.00	115.00	0.00	(112.20)
5300	DUES & MEMBERSHIPS	1,333.81	(1,050.00)	0.00	0.00	283.81
5450	OTHER INSURANCE	160.66	(160.00)	0.00	0.00	0.66
5500	UTILITIES & HOUSEKEEPING SRV	2,900.00	0.00	0.00	0.00	2,900.00
5510	HEATING FUEL	1,350.00	0.00	0.00	0.00	1,350.00

Criteria: Type = Summary; Budget Status = Revised; Running Balance = Yes; Default Column Order = Yes; Include GL Status = Pended,Encumbered,PreEncumberd; Sort/Group = Fund,Resource,Object; Suppress Net Zero Accounts = Yes; Display Columns FTR = GL Status

HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Financial Activity Report - Summary (From: 1/1/2021 To: 1/31/2021)

Object	Object Description	Balance Forward	Budget Activity	Actual Activity	Pre/Encumbered Pended Activity	Balance
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Resource 0000 UNRESTRICTED						
Expenditure						
5520	ELECTRICITY SERVICES	2,612.93	0.00	697.49	709.64	1,205.80
5530	WATER SERVICES	988.95	0.00	137.80	0.00	851.15
5560	WASTE DISPOSAL	169.75	0.00	114.05	0.00	55.70
5565	HAZARDOUS WASTE DISPOSAL	(80.00)	0.00	0.00	0.00	(80.00)
5612	RENTALS AND LEASES-BUILDINGS	103,040.00	0.00	20,688.00	0.00	82,352.00
5623	RENTALS AND LEASES-EQUIPMENT	(689.96)	575.00	487.83	0.00	(602.79)
5637	MAINTENANCE AGREEMENTS	2,578.24	39.00	1,143.64	0.00	1,473.60
5800	CONTRACTED SERVICES	12,022.97	(10,433.00)	328.50	0.00	1,261.47
5819	OTHER INTER-LEA CONTRACTS	35,592.00	0.00	0.00	0.00	35,592.00
5822	AUDIT FEES	5,400.00	0.00	1,300.00	0.00	4,100.00
5823	LEGAL FEES	0.70	0.00	0.00	0.00	0.70
5831	ADVERTISEMENT	(350.00)	1,750.00	1,400.00	0.00	0.00
5845	INFORMTN NETWORK SERV CONTR	5,000.00	13,831.00	9,416.50	0.00	9,414.50
5861	FINGERPRINTING	36.00	100.00	96.00	0.00	40.00
5881	OTHER CHARGES/FEES	6,125.29	(4,200.00)	40.18	0.00	1,885.11
5884	LICENSE, PERMIT, USE FEE, TX	44.90	25.00	0.00	0.00	69.90
5909	TELEPHONE/COMMUNICATIONS	387.88	5,100.00	1,746.10	0.00	3,741.78
5922	TELEPHONE LINES - TECHNOLOGY	1,205.53	6,500.00	861.35	0.00	6,844.18
5950	POSTAGE	3,117.70	(700.00)	812.77	17.50	1,587.43
Total Expenditure		1,638,608.72	8,827.00	266,909.12	727.14	1,379,799.46
Total Resource 0000 UNRESTRICTED		(434,352.24)	39,543.00	67,489.11	277.86	(462,576.21)

Criteria: Type = Summary; Budget Status = Revised; Running Balance = Yes; Default Column Order = Yes; Include GL Status = Pended,Encumbered,PreEncumberd; Sort/Group = Fund,Resource,Object; Suppress Net Zero Accounts = Yes; Display Columns FTR = GL Status

HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Financial Activity Report - Summary (From: 1/1/2021 To: 1/31/2021)

Object	Object Description	Balance Forward	Budget Activity	Actual Activity	Pre/Encumbered Pended Activity	Balance
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Resource 0001 SUPPLEMENTAL/CONCENTRATION						
Revenue						
8984	CONTRIBUTION>LCFF	519,254.00	0.00	0.00	0.00	519,254.00
Total Revenue		519,254.00	0.00	0.00	0.00	519,254.00
Expenditure						
1100	TEACHERS SALARIES - REGULAR	135,500.16	0.00	21,827.75	0.00	113,672.41
1200	CERT PUPIL SUPPORT SAL - REG	38,250.00	0.00	6,375.00	0.00	31,875.00
2100	CLASS INSTR AIDE SAL-REGULAR	59,506.50	0.00	1,477.00	0.00	58,029.50
2218	COUNSELING/CAREER TECHNICIAN	4,559.99	0.00	1,646.67	0.00	2,913.32
3101	STRS - CERTIFICATED	28,655.10	0.00	4,406.30	0.00	24,248.80
3201	PERS - CERTIFICATED	1,148.96	0.00	190.26	0.00	958.70
3202	PERS - CLASSIFIED	14,635.84	0.00	340.86	0.00	14,294.98
3311	SOCIAL SECURITY-CERTIFICATED	342.04	0.00	56.99	0.00	285.05
3312	SOCIAL SECURITY-CLASSIFIED	4,078.93	0.00	163.04	0.00	3,915.89
3331	MEDICARE-CERTIFICATED	2,534.53	0.00	405.06	0.00	2,129.47
3332	MEDICARE-CLASSIFIED	930.03	0.00	45.04	0.00	884.99
3411	HEALTH & WELFARE BENEFITS-CRT	31,785.54	0.00	4,614.99	0.00	27,170.55
3412	HEALTH & WELFARE BENEFITS-CLS	1,811.29	0.00	444.76	0.00	1,366.53
3501	ST UNEMPLOYMENT INS-CERTIF	88.63	0.00	13.97	0.00	74.66
3502	ST UNEMPLOYMENT INS-CLASSIFD	31.77	0.00	1.56	0.00	30.21
3601	WORKER'S COMP-CERTIFICATED	1,802.24	0.00	284.94	0.00	1,517.30
3602	WORKER'S COMP-CLASSIFIED	654.55	0.00	31.69	0.00	622.86
4310	MATERIALS & SUPPLIES	7,974.00	0.00	0.00	0.00	7,974.00
4314	TESTS	630.00	0.00	0.00	0.00	630.00

Criteria: Type = Summary; Budget Status = Revised; Running Balance = Yes; Default Column Order = Yes; Include GL Status = Pended,Encumbered,PreEncumberd; Sort/Group = Fund,Resource,Object; Suppress Net Zero Accounts = Yes; Display Columns FTR = GL Status

HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Financial Activity Report - Summary (From: 1/1/2021 To: 1/31/2021)

Object	Object Description	Balance Forward	Budget Activity	Actual Activity	Pre/Encumbered Pended Activity	Balance
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Resource 0001 SUPPLEMENTAL/CONCENTRATION						
Expenditure						
5881	OTHER CHARGES/FEES	959.00	0.00	0.00	0.00	959.00
Total Expenditure		335,879.10	0.00	42,325.88	0.00	293,553.22
Total Resource 0001 SUPPLEMENTAL/CONCENTRATION		183,374.90	0.00	(42,325.88)	0.00	225,700.78
Resource 1100 STATE LOTTERY REVENUE						
Revenue						
8560	STATE LOTTERY REVENUE	59,769.75	0.00	20,563.56	0.00	39,206.19
Total Revenue		59,769.75	0.00	20,563.56	0.00	39,206.19
Expenditure						
4310	MATERIALS & SUPPLIES	16,637.57	(7,218.00)	2,003.57	83.22	7,332.78
4312	SUBSCRIPTIONS/PERIODICALS	(217.56)	218.00	0.00	0.00	0.44
5207	REGISTRATION FEES	(14,000.00)	14,000.00	0.00	0.00	0.00
5800	CONTRACTED SERVICES	15,697.75	(7,000.00)	0.00	1,186.10	7,511.65
Total Expenditure		18,117.76	0.00	2,003.57	1,269.32	14,844.87
Total Resource 1100 STATE LOTTERY REVENUE		41,651.99	0.00	18,559.99	(1,269.32)	24,361.32
Resource 1400 EDUCATION PROTECTION ACCOUNT						
Revenue						
8012	REVENUE LIMIT-EPA	56,232.00	0.00	18,743.00	0.00	37,489.00
Total Revenue		56,232.00	0.00	18,743.00	0.00	37,489.00
Expenditure						
1100	TEACHERS SALARIES - REGULAR	29,912.00	0.00	5,055.00	0.00	24,857.00
3101	STRS - CERTIFICATED	4,654.44	0.00	816.39	0.00	3,838.05
3331	MEDICARE-CERTIFICATED	402.80	0.00	73.30	0.00	329.50
3411	HEALTH & WELFARE BENEFITS-CRT	6,112.91	0.00	1,004.63	0.00	5,108.28

Criteria: Type = Summary; Budget Status = Revised; Running Balance = Yes; Default Column Order = Yes; Include GL Status = Pended,Encumbered,PreEncumberd; Sort/Group = Fund,Resource,Object; Suppress Net Zero Accounts = Yes; Display Columns FTR = GL Status

HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Financial Activity Report - Summary (From: 1/1/2021 To: 1/31/2021)

Object	Object Description	Balance Forward	Budget Activity	Actual Activity	Pre/Encumbered Pended Activity	Balance
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Resource 1400 EDUCATION PROTECTION ACCOUNT						
Expenditure						
3501	ST UNEMPLOYMENT INS-CERTIF	13.88	0.00	2.53	0.00	11.35
3601	WORKER'S COMP-CERTIFICATED	283.76	0.00	51.56	0.00	232.20
Total Expenditure		<u>41,379.79</u>	<u>0.00</u>	<u>7,003.41</u>	<u>0.00</u>	<u>34,376.38</u>
Total Resource 1400 EDUCATION PROTECTION ACCOUNT		14,852.21	0.00	11,739.59	0.00	3,112.62
Resource 3010 TITLE I-BASIC GRANTS-LOW INC						
Revenue						
8290	ALL OTHER FEDERAL REVENUES	56,113.00	(577.00)	0.00	0.00	55,536.00
Total Revenue		<u>56,113.00</u>	<u>(577.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>55,536.00</u>
Expenditure						
1100	TEACHERS SALARIES - REGULAR	28,076.48	0.00	4,833.38	0.00	23,243.10
1200	CERT PUPIL SUPPORT SAL - REG	4,152.00	0.00	692.00	0.00	3,460.00
2900	OTHER CLASS SALARIES-REGULAR	10,006.66	0.00	2,685.83	0.00	7,320.83
3101	STRS - CERTIFICATED	7,220.52	(577.00)	381.06	0.00	6,262.46
3201	PERS - CERTIFICATED	3,831.64	0.00	655.34	0.00	3,176.30
3202	PERS - CLASSIFIED	2,937.74	0.00	450.40	0.00	2,487.34
3311	SOCIAL SECURITY-CERTIFICATED	214.88	0.00	196.28	0.00	18.60
3312	SOCIAL SECURITY-CLASSIFIED	714.60	0.00	166.53	0.00	548.07
3331	MEDICARE-CERTIFICATED	467.12	0.00	80.12	0.00	387.00
3332	MEDICARE-CLASSIFIED	144.16	0.00	38.95	0.00	105.21
3411	HEALTH & WELFARE BENEFITS-CRT	335.14	0.00	103.07	0.00	232.07
3501	ST UNEMPLOYMENT INS-CERTIF	16.04	0.00	2.75	0.00	13.29
3502	ST UNEMPLOYMENT INS-CLASSIFD	6.86	0.00	1.35	0.00	5.51
3601	WORKER'S COMP-CERTIFICATED	328.68	0.00	56.36	0.00	272.32

Criteria: Type = Summary; Budget Status = Revised; Running Balance = Yes; Default Column Order = Yes; Include GL Status = Pended,Encumbered,PreEncumberd; Sort/Group = Fund,Resource,Object; Suppress Net Zero Accounts = Yes; Display Columns FTR = GL Status

HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Financial Activity Report - Summary (From: 1/1/2021 To: 1/31/2021)

Object	Object Description	Balance Forward	Budget Activity	Actual Activity	Pre/Encumbered Pended Activity	Balance
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Resource 3010 TITLE I-BASIC GRANTS-LOW INC						
Expenditure						
3602	WORKER'S COMP-CLASSIFIED	117.90	0.00	27.40	0.00	90.50
Total Expenditure		58,570.42	(577.00)	10,370.82	0.00	47,622.60
Total Resource 3010 TITLE I-BASIC GRANTS-LOW INC		(2,457.42)	0.00	(10,370.82)	0.00	7,913.40
Resource 3210 CARES ACT ESSER FUND						
Revenue						
8290	ALL OTHER FEDERAL REVENUES	64,227.00	0.00	120.00	0.00	64,107.00
Total Revenue		64,227.00	0.00	120.00	0.00	64,107.00
Expenditure						
4110	TEXTBOOKS	9,916.36	0.00	0.00	0.00	9,916.36
4310	MATERIALS & SUPPLIES	10,003.93	0.00	4,637.67	0.00	5,366.26
4351	OFFICE SUPPLIES	10,000.66	(2,110.00)	0.00	0.00	7,890.66
4374	CUSTODIAL SUPPLIES	4,884.80	0.00	0.00	0.00	4,884.80
4381	BUILDING MAINTENANCE SUPPLS	5,020.46	0.00	0.00	0.00	5,020.46
4453	OTHER TECHNOLOGY	10,000.76	2,110.00	0.00	0.00	12,110.76
5800	CONTRACTED SERVICES	12,227.00	0.00	60.00	0.00	12,167.00
5950	POSTAGE	2,005.73	0.00	0.00	0.00	2,005.73
Total Expenditure		64,059.70	0.00	4,697.67	0.00	59,362.03
Total Resource 3210 CARES ACT ESSER FUND		167.30	0.00	(4,577.67)	0.00	4,744.97
Resource 3220 LEARNING LOSS MITIGATION-CRF						
Expenditure						
4310	MATERIALS & SUPPLIES	11,608.71	0.00	0.00	0.00	11,608.71
4312	SUBSCRIPTIONS/PERIODICALS	36.03	0.00	0.00	0.00	36.03
4351	OFFICE SUPPLIES	43.96	0.00	0.00	0.00	43.96

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HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Financial Activity Report - Summary (From: 1/1/2021 To: 1/31/2021)

Object	Object Description	Balance Forward	Budget Activity	Actual Activity	Pre/Encumbered Pended Activity	Balance
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Resource 3220 LEARNING LOSS MITIGATION-CRF						
Expenditure						
4453	OTHER TECHNOLOGY	785.00	0.00	0.00	0.00	785.00
5207	REGISTRATION FEES	215.30	0.00	0.00	0.00	215.30
5300	DUES & MEMBERSHIPS	196.00	0.00	0.00	0.00	196.00
Total Expenditure		<u>12,885.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>12,885.00</u>
Total Resource 3220 LEARNING LOSS MITIGATION-CRF		(12,885.00)	0.00	0.00	0.00	(12,885.00)
Resource 3310 SP ED-IDEA BAS GRNT ENTL						
Revenue						
8181	SP ED-ENTITLEMENT PER UDC	66,131.00	107.00	0.00	0.00	66,238.00
Total Revenue		<u>66,131.00</u>	<u>107.00</u>	<u>0.00</u>	<u>0.00</u>	<u>66,238.00</u>
Expenditure						
1104	SPECIAL ED TEACHER	27,720.00	0.00	4,620.00	0.00	23,100.00
3101	STRS - CERTIFICATED	4,476.48	0.00	746.13	0.00	3,730.35
3331	MEDICARE-CERTIFICATED	405.60	0.00	66.10	0.00	339.50
3411	HEALTH & WELFARE BENEFITS-CRT	7,214.60	0.00	901.85	0.00	6,312.75
3501	ST UNEMPLOYMENT INS-CERTIF	13.88	0.00	2.28	0.00	11.60
3601	WORKER'S COMP-CERTIFICATED	285.00	0.00	46.50	0.00	238.50
5819	OTHER INTER-LEA CONTRACTS	484.00	107.00	0.00	0.00	591.00
Total Expenditure		<u>40,599.56</u>	<u>107.00</u>	<u>6,382.86</u>	<u>0.00</u>	<u>34,323.70</u>
Total Resource 3310 SP ED-IDEA BAS GRNT ENTL		25,531.44	0.00	(6,382.86)	0.00	31,914.30
Resource 4035 TITLE II TEACHER QUALITY						
Revenue						
8290	ALL OTHER FEDERAL REVENUES	12,243.00	413.00	16,366.00	0.00	(3,710.00)
Total Revenue		<u>12,243.00</u>	<u>413.00</u>	<u>16,366.00</u>	<u>0.00</u>	<u>(3,710.00)</u>

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HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Financial Activity Report - Summary (From: 1/1/2021 To: 1/31/2021)

Object	Object Description	Balance Forward	Budget Activity	Actual Activity	Pre/Encumbered Pended Activity	Balance
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Resource 4035 TITLE II TEACHER QUALITY						
Expenditure						
5811	CO-OP CONTRACT	(249.00)	413.00	0.00	0.00	164.00
Total Expenditure		(249.00)	413.00	0.00	0.00	164.00
Total Resource 4035 TITLE II TEACHER QUALITY		12,492.00	0.00	16,366.00	0.00	(3,874.00)
Resource 4126 RURAL & LOW INCOME SCHL PRGM						
Revenue						
8290	ALL OTHER FEDERAL REVENUES	6,624.00	0.00	0.00	0.00	6,624.00
Total Revenue		6,624.00	0.00	0.00	0.00	6,624.00
Expenditure						
5800	CONTRACTED SERVICES	6,624.00	0.00	0.00	0.00	6,624.00
Total Expenditure		6,624.00	0.00	0.00	0.00	6,624.00
Total Resource 4126 RURAL & LOW INCOME SCHL PRGM		0.00	0.00	0.00	0.00	0.00
Resource 4127 TITLE IV,PART A STUDENT SUPPRT						
Revenue						
8290	ALL OTHER FEDERAL REVENUES	10,000.00	0.00	0.00	0.00	10,000.00
Total Revenue		10,000.00	0.00	0.00	0.00	10,000.00
Expenditure						
1200	CERT PUPIL SUPPORT SAL - REG	4,679.00	0.00	692.00	0.00	3,987.00
3101	STRS - CERTIFICATED	694.96	0.00	111.76	0.00	583.20
3331	MEDICARE-CERTIFICATED	59.88	0.00	10.03	0.00	49.85
3411	HEALTH & WELFARE BENEFITS-CRT	721.65	0.00	103.07	0.00	618.58
3501	ST UNEMPLOYMENT INS-CERTIF	1.60	0.00	0.35	0.00	1.25

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HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Financial Activity Report - Summary (From: 1/1/2021 To: 1/31/2021)

Object	Object Description	Balance Forward	Budget Activity	Actual Activity	Pre/Encumbered Pended Activity	Balance
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Resource 4127 TITLE IV,PART A STUDENT SUPPRT						
Expenditure						
3601	WORKER'S COMP-CERTIFICATED	42.76	0.00	7.06	0.00	35.70
Total Expenditure		6,199.85	0.00	924.27	0.00	5,275.58
Total Resource 4127 TITLE IV,PART A STUDENT SUPPRT		3,800.15	0.00	(924.27)	0.00	4,724.42
Resource 4610 PUBLIC CHARTER SCHOOL GRANT						
Revenue						
8290	ALL OTHER FEDERAL REVENUES	100,000.00	0.00	0.00	0.00	100,000.00
8295	ALL FEDERAL REV PRIOR YEAR	(168,940.00)	0.00	0.00	0.00	(168,940.00)
Total Revenue		(68,940.00)	0.00	0.00	0.00	(68,940.00)
Expenditure						
4110	TEXTBOOKS	0.54	0.00	0.00	0.00	0.54
4310	MATERIALS & SUPPLIES	219.18	0.00	0.00	0.00	219.18
4312	SUBSCRIPTIONS/PERIODICALS	0.35	0.00	0.00	0.00	0.35
4351	OFFICE SUPPLIES	12,500.00	(12,500.00)	0.00	0.00	0.00
4374	CUSTODIAL SUPPLIES	0.07	0.00	0.00	0.00	0.07
4381	BUILDING MAINTENANCE SUPPLS	(0.18)	0.00	0.00	0.00	(0.18)
4393	WORKSHOP REFRESHMENTS	(0.19)	0.00	0.00	0.00	(0.19)
4400	EQUIPMENT	0.37	14,872.00	(14,872.00)	0.00	29,744.37
4445	COMPUTERS	5,002.90	(5,000.00)	0.00	0.00	2.90
5300	DUES & MEMBERSHIPS	8,000.00	(8,000.00)	0.00	0.00	0.00
5800	CONTRACTED SERVICES	1,353.34	3,100.00	0.00	0.00	4,453.34
5883	ARCHITECTURAL/ENGINEERG FEES	(123.00)	123.00	0.00	0.00	0.00
5884	LICENSE, PERMIT, USE FEE, TX	(3,626.00)	3,626.00	0.00	0.00	0.00

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HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Financial Activity Report - Summary (From: 1/1/2021 To: 1/31/2021)

Object	Object Description	Balance Forward	Budget Activity	Actual Activity	Pre/Encumbered Pended Activity	Balance
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Resource 4610 PUBLIC CHARTER SCHOOL GRANT						
Expenditure						
6400	EQUIPMENT	0.00	3,779.00	29,744.00	0.00	(25,965.00)
Total Expenditure		<u>23,327.38</u>	<u>0.00</u>	<u>14,872.00</u>	<u>0.00</u>	<u>8,455.38</u>
Total Resource 4610 PUBLIC CHARTER SCHOOL GRANT		(92,267.38)	0.00	(14,872.00)	0.00	(77,395.38)
Resource 5310 CHILD NUTRITION-SCHOOL PRGRM						
Revenue						
8221	NATIONAL LUNCH PROGRAM	(8,746.75)	0.00	(8,145.21)	0.00	(601.54)
8520	CHILD NUTRITION	(587.53)	0.00	(587.53)	0.00	0.00
8634	FOOD SERVICES SALES	12,000.00	0.00	0.00	0.00	12,000.00
8638	ADULT CAFETERIA	1,000.00	0.00	0.00	0.00	1,000.00
8980	CONTRIB FROM UNRSTRCTD REV	25,000.00	0.00	0.00	0.00	25,000.00
Total Revenue		<u>28,665.72</u>	<u>0.00</u>	<u>(8,732.74)</u>	<u>0.00</u>	<u>37,398.46</u>
Expenditure						
2210	FOOD SERVICE PERSONNEL	1,059.00	0.00	159.50	0.00	899.50
3202	PERS - CLASSIFIED	218.89	0.00	33.02	0.00	185.87
3312	SOCIAL SECURITY-CLASSIFIED	66.07	0.00	9.89	0.00	56.18
3332	MEDICARE-CLASSIFIED	15.29	0.00	2.31	0.00	12.98
3502	ST UNEMPLOYMENT INS-CLASSIFD	0.49	0.00	0.08	0.00	0.41
3602	WORKER'S COMP-CLASSIFIED	10.64	0.00	1.63	0.00	9.01
4364	GASOLINE	2,612.00	0.00	0.00	0.00	2,612.00
4396	FOOD SERVICE SUPPLIES	4,994.57	0.00	0.00	0.00	4,994.57
4710	FOOD	24,580.37	0.00	0.00	0.00	24,580.37
Total Expenditure		<u>33,557.32</u>	<u>0.00</u>	<u>206.43</u>	<u>0.00</u>	<u>33,350.89</u>
Total Resource 5310 CHILD NUTRITION-SCHOOL PRGRM		(4,891.60)	0.00	(8,939.17)	0.00	4,047.57

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HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Financial Activity Report - Summary (From: 1/1/2021 To: 1/31/2021)

Object	Object Description	Balance Forward	Budget Activity	Actual Activity	Pre/Encumbered Pended Activity	Balance
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Resource 6300 LOTTERY - INSTRL MATERIALS						
Revenue						
8560	STATE LOTTERY REVENUE	20,419.64	0.00	1,307.00	0.00	19,112.64
Total Revenue		20,419.64	0.00	1,307.00	0.00	19,112.64
Expenditure						
4110	TEXTBOOKS	17,496.75	0.00	0.00	0.00	17,496.75
Total Expenditure		17,496.75	0.00	0.00	0.00	17,496.75
Total Resource 6300 LOTTERY - INSTRL MATERIALS		2,922.89	0.00	1,307.00	0.00	1,615.89
Resource 6500 SPECIAL EDUCATION						
Revenue						
8699	ALL OTHER LOCAL REVENUES	(4,500.00)	0.00	0.00	0.00	(4,500.00)
8792	TRANS OF APPORTION FROM COE	69,663.00	(313.00)	12,126.00	0.00	57,224.00
8989	CONTRIBUTION > SPECIAL ED	220,856.00	30,000.00	0.00	0.00	250,856.00
Total Revenue		286,019.00	29,687.00	12,126.00	0.00	303,580.00
Expenditure						
1104	SPECIAL ED TEACHER	131,684.59	0.00	22,087.67	0.00	109,596.92
2122	INSTR AIDE SAL HRLY-SPECL ED	25,313.00	0.00	1,449.25	0.00	23,863.75
3101	STRS - CERTIFICATED	23,166.17	0.00	2,817.79	0.00	20,348.38
3202	PERS - CLASSIFIED	4,465.34	0.00	84.46	0.00	4,380.88
3312	SOCIAL SECURITY-CLASSIFIED	1,037.31	0.00	89.85	0.00	947.46
3331	MEDICARE-CERTIFICATED	1,909.16	0.00	320.14	0.00	1,589.02
3332	MEDICARE-CLASSIFIED	242.72	0.00	21.02	0.00	221.70
3411	HEALTH & WELFARE BENEFITS-CRT	18,784.52	0.00	3,014.69	0.00	15,769.83
3412	HEALTH & WELFARE BENEFITS-CLS	8,006.14	0.00	0.00	0.00	8,006.14
3501	ST UNEMPLOYMENT INS-CERTIF	67.00	0.00	11.04	0.00	55.96

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HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Financial Activity Report - Summary (From: 1/1/2021 To: 1/31/2021)

Object	Object Description	Balance Forward	Budget Activity	Actual Activity	Pre/Encumbered Pended Activity	Balance
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Resource 6500 SPECIAL EDUCATION						
Expenditure						
3502	ST UNEMPLOYMENT INS-CLASSIFD	8.05	0.00	0.72	0.00	7.33
3601	WORKER'S COMP-CERTIFICATED	1,343.28	0.00	225.21	0.00	1,118.07
3602	WORKER'S COMP-CLASSIFIED	171.01	0.00	14.78	0.00	156.23
4310	MATERIALS & SUPPLIES	0.00	500.00	0.00	0.00	500.00
5201	EMPLOYEE MILEAGE	8,151.35	(5,813.00)	250.13	0.00	2,088.22
5800	CONTRACTED SERVICES	(14,704.38)	35,150.00	3,872.50	2,778.75	13,794.37
5819	OTHER INTER-LEA CONTRACTS	(37.61)	(150.00)	0.00	0.00	(187.61)
7142	OTH TUITN, EXCESS CSTS> COE	3,356.00	0.00	0.00	0.00	3,356.00
Total Expenditure		<u>212,963.65</u>	<u>29,687.00</u>	<u>34,259.25</u>	<u>2,778.75</u>	<u>205,612.65</u>
Total Resource 6500 SPECIAL EDUCATION		73,055.35	0.00	(22,133.25)	(2,778.75)	97,967.35
Resource 6512 SPEC ED:MENTAL HEALTH SERVICES						
Revenue						
8989	CONTRIBUTION > SPECIAL ED	80,000.00	0.00	0.00	0.00	80,000.00
Total Revenue		<u>80,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>80,000.00</u>
Expenditure						
5819	OTHER INTER-LEA CONTRACTS	37,831.60	0.00	12,524.00	0.00	25,307.60
Total Expenditure		<u>37,831.60</u>	<u>0.00</u>	<u>12,524.00</u>	<u>0.00</u>	<u>25,307.60</u>
Total Resource 6512 SPEC ED:MENTAL HEALTH SERVICES		42,168.40	0.00	(12,524.00)	0.00	54,692.40
Resource 7420 LEARNING LOSS MITIGATION-P98						
Expenditure						
4110	TEXTBOOKS	(2,973.03)	2,973.00	0.00	0.00	(0.03)
4310	MATERIALS & SUPPLIES	16,781.69	(20,722.00)	(4,408.42)	463.01	5.10
4312	SUBSCRIPTIONS/PERIODICALS	(367.35)	368.00	0.00	0.00	0.65

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HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Financial Activity Report - Summary (From: 1/1/2021 To: 1/31/2021)

Object	Object Description	Balance Forward	Budget Activity	Actual Activity	Pre/Encumbered Pended Activity	Balance
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Resource 7420 LEARNING LOSS MITIGATION-P98						
Expenditure						
4351	OFFICE SUPPLIES	(1,390.46)	1,425.00	0.00	33.58	0.96
4374	CUSTODIAL SUPPLIES	(112.73)	113.00	0.00	0.00	0.27
4391	OTHER SUPPLIES	(2,362.39)	2,311.00	(50.91)	0.00	(0.48)
4392	MEDICAL SUPPLIES	(290.91)	291.00	0.00	0.00	0.09
4399	EQUIPMENT NON-INVENTORY	(258.31)	4,472.00	4,212.84	0.00	0.85
4445	COMPUTERS	(5,835.01)	5,836.00	0.00	0.00	0.99
4453	OTHER TECHNOLOGY	0.00	2,020.00	2,020.15	0.00	(0.15)
5207	REGISTRATION FEES	(115.00)	0.00	(115.00)	0.00	0.00
5800	CONTRACTED SERVICES	(913.00)	913.00	0.00	0.00	0.00
Total Expenditure		<u>2,163.50</u>	<u>0.00</u>	<u>1,658.66</u>	<u>496.59</u>	<u>8.25</u>
Total Resource 7420 LEARNING LOSS MITIGATION-P98		<u>(2,163.50)</u>	<u>0.00</u>	<u>(1,658.66)</u>	<u>(496.59)</u>	<u>(8.25)</u>
Resource 7690 ON-BEHALF PENSION CONTRIBUTION						
Revenue						
8590	ALL OTHER STATE REVENUES	171,920.00	0.00	0.00	0.00	171,920.00
Total Revenue		<u>171,920.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>171,920.00</u>
Expenditure						
3101	STRS - CERTIFICATED	171,920.00	0.00	0.00	0.00	171,920.00
Total Expenditure		<u>171,920.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>171,920.00</u>
Total Resource 7690 ON-BEHALF PENSION CONTRIBUTION		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Resource 9015 HUMBOLDT AREA FOUNDATION						
Revenue						
8699	ALL OTHER LOCAL REVENUES	1,900.00	0.00	0.00	0.00	1,900.00
Total Revenue		<u>1,900.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,900.00</u>

Criteria: Type = Summary; Budget Status = Revised; Running Balance = Yes; Default Column Order = Yes; Include GL Status = Pended,Encumbered,PreEncumberd; Sort/Group = Fund,Resource,Object; Suppress Net Zero Accounts = Yes; Display Columns FTR = GL Status

HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Financial Activity Report - Summary (From: 1/1/2021 To: 1/31/2021)

Object	Object Description	Balance Forward	Budget Activity	Actual Activity	Pre/Encumbered Pended Activity	Balance
Fund 62 CHARTER SCHOOLS ENTERPRISE FND						
Resource 9015 HUMBOLDT AREA FOUNDATION						
Expenditure						
4310	MATERIALS & SUPPLIES	1,900.00	0.00	0.00	0.00	1,900.00
Total Expenditure		1,900.00	0.00	0.00	0.00	1,900.00
Total Resource 9015 HUMBOLDT AREA FOUNDATION		0.00	0.00	0.00	0.00	0.00
Resource 9030 NUHCS-OGA						
Revenue						
8699	ALL OTHER LOCAL REVENUES	514.00	0.00	0.00	0.00	514.00
Total Revenue		514.00	0.00	0.00	0.00	514.00
Expenditure						
5885	STUDENT AWARDS	514.00	0.00	0.00	0.00	514.00
Total Expenditure		514.00	0.00	0.00	0.00	514.00
Total Resource 9030 NUHCS-OGA		0.00	0.00	0.00	0.00	0.00
Total Fund 62 CHARTER SCHOOLS ENTERPRISE FND		(149,000.51)	39,543.00	(9,246.89)	(4,266.80)	(95,943.82)

Criteria: Type = Summary; Budget Status = Revised; Running Balance = Yes; Default Column Order = Yes; Include GL Status = Pended,Encumbered,PreEncumberd; Sort/Group = Fund,Resource,Object; Suppress Net Zero Accounts = Yes; Display Columns FTR = GL Status

Account classifications selected							Field ranges selected		
FD	RESC	Y	OBJT	GOAL	FUNC	SCH	LOCAL	FI	RANGE
1.	-	-	-	-	-	-	-		
2.	-	-	-	-	-	-	-		
3.	-	-	-	-	-	-	-		
4.	-	-	-	-	-	-	-		
5.	-	-	-	-	-	-	-		
6.	-	-	-	-	-	-	-		
7.	-	-	-	-	-	-	-		
8.	-	-	-	-	-	-	-		
9.	-	-	-	-	-	-	-		
10.	-	-	-	-	-	-	-		

Primary sort/rollup levels: FD
Income summary level: 4
Expense summary level: 4
Data source: GLSTEX Standard Extract
Report template: /var/opt/qss/data/CTFAR300: 07/07/2020 17:07:13
Budget type: R Revised
Include budget transfers: U
GL Transactions: B Approved and Unapproved
Exclude Pre-encumbrances: N
Use Reference Values: N
Restricted Fld Nbr: 02 RESOURCE
Separation Option: No Separation of Restricted and UnRestricted
Extraction Type: Restricted and UnRestricted
Report prepared: 01/28/2021 10:42:36

OBJECT	Beg. Balance/ Adjusted Budget	Current Activity	Year to date Activity	Encumbrances	Balance	%used
Beginning balance						
9110 CASH IN COUNTY TREASURY	573,744.22	17,844.58	343,401.48	0.00	917,145.70	
9209 A/R SET-UP ODD YEARS	281,789.84	0.00	282,679.59-	0.00	889.75-	
9330 PREPAID EXPENDITURES	9,683.26	0.00	0.00	0.00	9,683.26	
9508 USE TAX LIABILITY	60.04-	0.00	0.00	0.00	60.04-	
9509 ACCOUNTS PAYABLE SET UP-ODD YR	67,397.20-	21,170.98	57,229.31	0.00	10,167.89-	
9510 ACCOUNTS PAYABLE CURRENT LIAB	0.00	21,170.98-	0.00	0.00	0.00	
9511 STRS PASS THROUGH	0.00	0.00	0.00	0.00	0.00	
9512 PERS PASS THROUGH	0.00	0.00	0.00	0.00	0.00	
9513 OASDHI PASS THROUGH	0.00	0.00	0.00	0.00	0.00	
9514 H & W PASS THROUGH	21,124.47	857.52-	17,816.79-	0.00	3,307.68	
9515 SUI PASS THROUGH	0.00	0.00	0.00	0.00	0.00	
9516 W/COMP PASS THROUGH	0.00	0.00	0.00	0.00	0.00	
9518 MEDICARE PASS THROUGH	0.00	0.00	0.00	0.00	0.00	
9556 MISC DISTRICT VOL-DEDS	3,370.26-	0.00	0.00	0.00	3,370.26-	
9650 DEFERRED REVENUE	21,084.36-	0.00	21,084.36	0.00	0.00	
TOTAL Beginning balance	794,429.93	16,987.06	121,218.77	0.00	915,648.70	
Current year revenue						
8011 STATE AID - CURRENT YEAR	1,305,850.00	130,310.00	796,338.00	0.00	509,512.00	61.0
8012 EPA REVENUE	27,704.00	0.00	13,852.00	0.00	13,852.00	50.0
8096 TRANSFERS TO CHART. IN LIEU TX	50,570.00	0.00	0.00	0.00	50,570.00	0.0
8260 FOREST RESERVE FUNDS	0.00	0.00	25,520.58	0.00	25,520.58-	N/A
8290 ALL OTHER FEDERAL REVENUES	82,783.00	153.00	89,069.36	0.00	6,286.36-	107.6
8550 MANDATED COST REIMBURSEMENTS	0.00	0.00	4,462.00	0.00	4,462.00-	N/A
8560 STATE LOTTERY REVENUE	28,492.00	7,725.08	7,725.08	0.00	20,766.92	27.1
8590 ALL OTHER STATE REVENUES	0.00	0.00	13,017.00	0.00	13,017.00-	N/A
8660 INTEREST	5,000.00	0.00	1,866.10	0.00	3,133.90	37.3
8699 ALL OTHER LOCAL REVENUES	4,500.00	0.00	0.00	0.00	4,500.00	0.0
8792 TF OF APPORT FROM COE	39,145.00	0.00	0.00	0.00	39,145.00	0.0
8980 CONTRIBUTIONS FR UNRESTR REV	0.00	0.00	0.00	0.00	0.00	N/A
TOTAL Current year revenue	1,544,044.00	138,188.08	951,850.12	0.00	592,193.88	
*TOTAL Beginning balance + Revenue	2,338,473.93	932,618.01	1,746,280.05			*
Expense						
1100 CERTIFICATED TEACHERS SALARIES	505,185.00	49,391.68	238,512.53	3,865,086.10	3,598,413.63-	812.3
1200 CERT PUPIL SUPPORT SALARY	0.00	0.00	0.00	58,662.50	58,662.50-	N/A
1900 OTHER CERTIFICATED SALARIES	0.00	322.50	806.24	22,360.00	23,166.24-	N/A
2200 CLASSIFIED SUPPORT SALARIES	8,928.00	434.00	2,480.00	36,084.00	29,636.00-	431.9
2400 CLERICAL/TECHNICAL/OFFICE SAL	98,856.00	7,592.00	49,386.00	833,328.00	783,858.00-	892.9
2900 OTHER CLASSIFIED SALARIES	105,582.00	6,984.00	35,391.09	498,541.29	428,350.38-	505.7
3101 STRS CERTIFICATED	81,587.40	7,165.65	35,233.70	561,931.96	515,578.26-	731.9
3102 STRS CLASSIFIED	0.00	694.46	2,780.17	37,500.32	40,280.49-	N/A
3201 PERS CERTIFICATED	0.00	1,055.70	2,895.15	76,063.93	78,959.08-	N/A
3202 PERS CLASSIFIED	44,166.76	1,453.56	9,738.31	166,391.44	131,962.99-	398.8
3301 SOCIAL SECURITY CERTIFICATED	0.00	259.30	804.69	22,924.50	23,729.19-	N/A
3302 SOCIAL SECURITY CLASSIFIED	13,228.68	658.03	4,274.63	70,416.71	61,462.66-	564.6
3311 MEDICARE - CERTIFICATED	7,325.19	649.63	3,515.85	57,218.77	53,409.43-	829.1

OBJECT	Beg. Balance/ Adjusted Budget	Current Activity	Year to date Activity	Encumbrances	Balance	%used
3312 MEDICARE - CLASSIFIED	3,093.80	216.27	1,311.15	19,835.39	18,052.74-	683.5
3401 HEALTH & WELFARE CERTIFICATED	101,108.40	8,852.82	40,881.24	508,888.80	448,661.64-	543.7
3402 HEALTH & WELFARE CLASSIFIED	22,262.40	1,779.24	8,006.58	96,078.96	81,823.14-	467.5
3501 UNEMPLOYMENT - CERTIFICATED	252.60	22.42	108.78	1,806.30	1,662.48-	758.1
3502 UNEMPLOYMENT - CLASSIFIED	106.69	7.33	42.70	670.90	606.91-	668.9
3601 WORKERS COMP - CERTIFICATED	11,770.81	456.95	2,218.38	40,011.61	30,459.18-	358.8
3602 WORKERS COMP - CLASSIFIED	4,971.42	152.12	887.07	13,950.22	9,865.87-	298.5
4100 APPRVD TEXTBKS/CORE CURRICULA	7,433.00	0.00	27,566.60	0.00	20,133.60-	370.9
4300 SUPPLIES	67,259.00	1,028.51	36,055.25	7,937.22	23,266.53	65.4
4700 FOOD	15,000.00	224.15	1,863.84	8,151.97	4,984.19	66.8
5200 TRAVEL & CONFERENCE	1,200.00	0.00	169.46	1,200.00	169.46-	114.1
5300 DUES & MEMBERSHIPS	11,224.00	0.00	1,510.00	4,724.00	4,990.00	55.5
5400 INSURANCE	25,700.00	0.00	29,003.00	0.00	3,303.00-	112.9
5500 OPERATION & HOUSEKEEPING SERV	7,000.00	494.00	5,226.63	6,974.13	5,200.76-	174.3
5510 HEATING BUTANE, OIL	2,000.00	0.00	0.00	0.00	2,000.00	0.0
5520 ELECTRICITY	21,000.00	919.53	4,070.58	16,929.42	0.00	100.0
5530 WATER&/OR SEWAGE	6,000.00	84.27	1,149.35	2,550.65	2,300.00	61.7
5550 DISPOSAL/GARBAGE REMOVAL	3,500.00	49.00	343.00	1,670.00	1,487.00	57.5
5600 RENTALS, LEASES & REPAIRS,N.C.	22,600.00	1,723.55	7,506.96	23,594.73	8,501.69-	137.6
5612 NORTH UNITED RENT/LEASE BLDG	164,000.00	11,000.00	88,000.00	44,000.00	32,000.00	80.5
5710 TRANSFERS OF DIRECT COSTS	0.00	0.00	0.00	0.00	0.00	N/A
5800 PROFES'L/CONSULTG SVCS/OP EXP	414,790.09	17,235.04	172,280.64	180,231.77	62,277.68	85.0
5801 LEGAL FEES	1,500.00	0.00	52.00	0.00	1,448.00	3.5
5830 AUDIT FEES	13,000.00	0.00	9,100.00	3,900.00	0.00	100.0
5864 CO-OP / SCOE	3,200.00	0.00	1,600.00	3,200.00	1,600.00-	150.0
5899 UNAPPROPRIATED REVENUE	850.00	0.00	0.00	0.00	850.00	0.0
5912 COMMUN - INTERNET SVCS/LINES	6,470.00	49.95	3,051.30	6,140.84	2,722.14-	142.1
5922 COMMUNICATION - TELEPHONE SVCS	10,330.00	108.97	2,472.09	2,327.91	5,530.00	46.5
5930 COMMUNICATION - POSTAGE/METER	650.00	136.39	336.39	165.00	148.61	77.1
7142 OTH TUIT,EXC CST PMT TO COE	10,370.50	0.00	0.00	0.00	10,370.50	0.0
7310 TRANSFERS OF INDIRECT COSTS	0.00	0.00	0.00	0.00	0.00	N/A
TOTAL Expense	1,823,501.74	121,201.02	830,631.35	7,301,449.34	6,308,578.95-	
Ending balance						
9790 FUND BAL-UNDESIG/UNAPPROP	279,457.74	0.00	0.00	0.00	279,457.74	
9791 FUND BAL-BEGINNING BALANCE	794,429.93-	0.00	0.00	0.00	794,429.93-	
TOTAL Ending balance	514,972.19-	0.00	0.00	0.00	514,972.19-	
**Fund balance	514,972.19	811,416.99	915,648.70			**

OBJECT	Beg. Balance/ Adjusted Budget	Current Activity	Year to date Activity	Encumbrances	Balance used
Beginning balance					
9110 CASH IN COUNTY TREASURY	0.00	0.00	70,713.35-	0.00	70,713.35-
9620 DUE TO OTHER AGENCIES	0.00	0.00	70,713.35	0.00	70,713.35
TOTAL Beginning balance	0.00	0.00	0.00	0.00	0.00
**Fund balance	0.00	0.00	0.00		**

OBJECT	Beg. Balance/ Adjusted Budget	Current Activity	Year to date Activity	Encumbrances	Balance	%used
Beginning balance						
9110 CASH IN COUNTY TREASURY	0.00	0.00	88,629.08-	0.00	88,629.08-	
9620 DUE TO OTHER AGENCIES	0.00	0.00	88,629.08	0.00	88,629.08	
TOTAL Beginning balance	0.00	0.00	0.00	0.00	0.00	
*TOTAL Beginning balance + Revenue	0.00	0.00	0.00			*
**Fund balance	0.00	0.00	0.00			**

Agenda Item 5.
REPORTS

Subject:

5.3 Director's Report

Action Requested:

Information

Previous Staff/Board Action, Background Information and/or Statement of Need:

Each month the Director may give a report on the state of the schools.

Fiscal Implications:

None

Contact Person/s: Shari Lovett

Agenda Item 5.
REPORTS

Subject:

5.4 Northern United - Humboldt Charter School Report

Action Requested:

Information

Previous Staff/Board Action, Background Information and/or Statement of Need:

Each month staff will give an update on NU-HCS events and programs. Please see attached.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Rebekah Davis, Julie Smith

Humboldt Regional Director Report

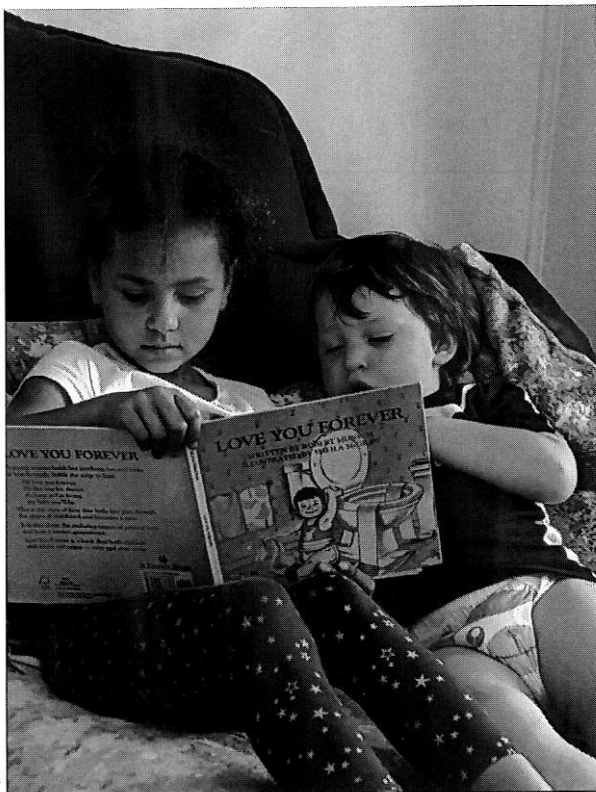
What's happening Schoolwide?

- 1. Teachers who are working with students in person are on the list to get their Covid vaccines. This is wonderful and many of our educators are either receiving or preparing to receive their vaccines.*
- 2. Administrators and teachers are working on center reopening plans and submitting them to Shari. Teachers are preparing students for the CAASPP by providing them with practice. Many teachers are using the Smarter Balanced Interim Assessments to give students the opportunity to familiarize themselves with the test prior to the summative assessment.*
- 3. Our Silent Auction Fundraiser earned us a bit over \$1,000.00! Yay! Northern United Humboldt Charter School is having a Mod Pizza Fundraiser on Wednesday, February 10th from 4:00-8:00 pm. The dollars earned at this event will be used for the Outstanding Graduate Award.*
- 4. Currently, we are updating our Comprehensive School Safety Plan and working toward getting all of our staff's annual ALICE certification completed.*
- 5. Administrators are busy with teacher evaluations. We are hoping to have all evaluations completed by spring break.*
- 6. With the second semester beginning, teachers are busy finishing up report cards, portfolios and sending starting the signing up process for next school year.*
- 7. Monthly Teacher Circles and monthly IST meetings are very successful and well attended.*
- 8. There are many upcoming professional development opportunities for teachers and staff. In March, we will be hosting via zoom a school-wide professional development. In February and March there are AVID workshops available for our staff. Equally important, HCOE has been offering some wonderful environmental education workshops providing both virtual field trips and free curriculum.*

What's happening at Individual Learning Centers that is Newsworthy?

- 1. ELC, BLC and WLC have all started having student interventions. At Willow Creek Learning Center, there are several zoom classes per week. K-1 students have two half hour classes per week, 2-4 grade students have three 45-minute to 1-hour classes per week, and 5-8 grade students are having zoom classes Monday-Thursday.*
-

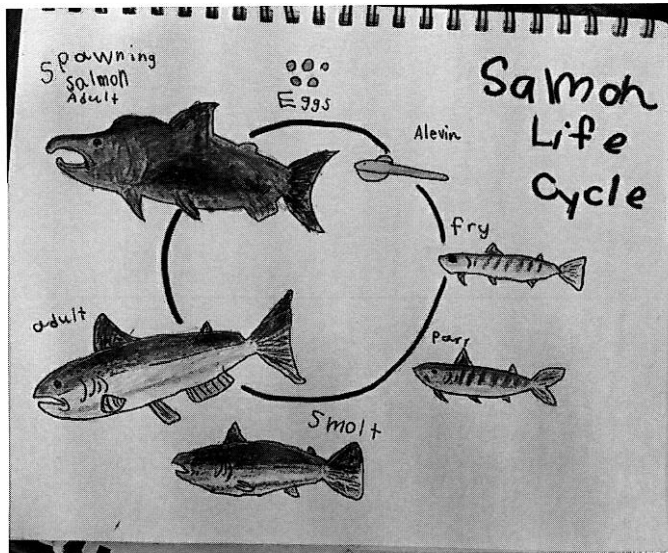
2. *WLC - Attendance in zoom classes is high with our upper grade students (grades 5-8). Although zoom classes are not always as well attended in the lower grades, younger students are well supported at home, and are completing work. One-on-one at our center is happening for those students who need more support.*
3. *BLC - Continues to have good attendance in their daily zoom meetings. Students who need more support are meeting with teachers on a one-on-one basis.*
4. *ELC - Daily Zoom meetings are occurring along with the APEX online curriculum. Equally important, ELC is hosting both morning and afternoon sessions of one-on-one in person meetings. As of spring semester, we have 12 students who are signed up to attend. So far, this is proving to be an amazing success and students are extremely happy to be receiving the extra support.*
5. *ELC - Has had two students who have earned preadmission to HSU. Due to their high academic achievements and completing all necessary criteria for college entrance, Dakota Donner and Shyla Daleal have been granted pre admission status. I do believe we will have more students who fall into this category.*
6. *CLC- celebrated The Great Kindness Challenge. Reading a book to calm a crying baby. A way to be kind and help mom.*



7. *The 8th grade Get Focused, Stay Focused for CLC 8th begins spring semester. Some of the IS teachers will be sending their students to this course. Wendy and Melissa will be joining to discuss 4 year high school programs.*
8. *ALC - Took time last week during the transition from Fall to Spring to run some special workshops with students. They ran workshops on: effective communication, time management, motivation, procrastination, how to de-stress and self care. We also ran preview workshops for our two new spring electives: creative writing and film.*

9. Some notable projects the kids have been working on are: a science project with Abby about the effects of different soil on plant growth, writing a page for the 2050 history book about 2020, and research projects in English on topics of choice, including the coronavirus. We continue to collaborate with the Visual Arts Teaching students at HSU virtually and they contribute to our CP 2D Art class by creating assignments, making slideshows and working with our teachers on curriculum and lesson planning.

10. Heather Scharlack - Has been doing some amazing work with her students. Her 5th grade class grew crystals. Her 2nd grade class has been studying the salmon life cycle. She sent me numerous photos of all the fabulous work, but I've only included the salmon life cycle image. Her students are also working on multiplication wheels and writer's notebooks.



Agenda Item 5.
REPORTS

Subject:

5.5 Northern United - Siskiyou Charter School Report

Action Requested:

Information

Previous Staff/Board Action, Background Information and/or Statement of Need:

Each month staff will give an update on NU-SCS events and programs. Please see attached.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Kirk Miller

NU-Siskiyou Regional Director Board Report 2/11/2021

To date, school staff that wish to receive a vaccine have had three opportunities to get their first dose, once at the fairgrounds in Yreka (Pfizer), and once each at Yreka HS and Mt Shasta HS (Moderna).

At both learning centers, we have finalized the details of our reopening plans, updated our safety plans, and have begun discussions regarding next year's schedule.

There were no field trips recently, but we do have trips planned for March that involve taking students to the Nordic Center on Mount Shasta. These trips are being planned in coordination with Siskiyou County Office of Education and the Mount Shasta Avalanche Center. Students are going to do snow samples to learn about conditions that lead to an avalanche, practice using a rescue beacon and probe to search for avalanche survivors, and look for different animal tracks in the snow.

Agenda Item 5.
REPORTS

Subject:

5.6 Board Report

Action Requested:

Information

Previous Staff/Board Action, Background Information and/or Statement of Need:

Each month the Board may give a report related to the governance of the schools.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Jere Cox

Agenda Item 6.
DISCUSSION ITEMS

Subject:

6.1 Employer Contribution Toward Health and Welfare Benefits

Action Requested:

Information

Previous Staff/Board Action, Background Information and/or Statement of Need:

Fiscal Implications:

None at this time

Contact Person/s: Shari Lovett

Agenda Item 7.
NEXT BOARD MEETING

Subject:

7.1 Possible Agenda Items

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

Discussion of topics to cover at the next meeting: Reopening Criteria,

Fiscal Implications:

None

Contact Person/s:

Shari Lovett

Agenda Item 7.
NEXT BOARD MEETING

Subject:

7.2 Next Board Meeting Date: March 11th

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

The next board meeting is based on the board adopted meeting schedule.

Fiscal Implications:

None

Contact Person/s:

Shari Lovett

Agenda Item 8.

ADJOURN
