

## MEETING AGENDA - Santa Clarita Valley international Board

Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all of the Board members shall be available for public inspection at the main office of the school between 9:00 am and 3:30 pm.

### Meeting

<b>Meeting Date</b>	Wednesday, February 17, 2021
<b>Start Time</b>	6:00 PM
<b>End Time</b>	7:30 PM
<b>Location</b>	Due to social distancing, this meeting will be virtual. You may join us on ZOOM at: Zoom <a href="https://zoom.us/j/5395735793">https://zoom.us/j/5395735793</a> Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
<b>Purpose</b>	Regular Scheduled Meeting

### Meeting documents

### Agenda

#### 1. Opening Items

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1.1. Call The Meeting To Order	(6:00 PM - 6:00 PM)
1.2. Roll Call	(6:00 PM - 6:00 PM)
1.3. Pledge Of Allegiance	(6:00 PM - 6:00 PM)
1.4. Approve Agenda	(6:00 PM - 6:00 PM)
<b>Due date:</b> 2/17/2021	
1.5. Approve Minutes	(6:00 PM - 6:00 PM)
<b>Due date:</b> 2/17/2021	
<ul style="list-style-type: none"><li>Minutes-2020-12-16-v1.pdf</li></ul>	

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#### 2. Curriculum Moment

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2.1. Curriculum Moment	(6:00 PM - 6:00 PM)
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#### 3. Public Comments

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3.1. Public Comments	(6:00 PM - 6:00 PM)
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The public may address the SCVi governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes.

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## 4. Consent Items

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4.1. Personnel Report (6:00 PM - 6:00 PM)

**Due date:** 2/17/2021

- Personnel Report\_SCVi 2.11.21 - Google Docs.pdf

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4.2. Check Register (6:00 PM - 6:00 PM)

**Due date:** 2/17/2021

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## 5. Discussion And Reports

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5.1. Learner Board Ambassador Report (6:00 PM - 6:00 PM)

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5.2. English Learner Updates (6:00 PM - 6:00 PM)

- SCVi Reclassification Presentation February 2021.pdf

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5.3. School Director Report (6:00 PM - 6:00 PM)

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5.4. School Accountability Report Cards (6:00 PM - 6:00 PM)

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5.5. COVID Updates (6:00 PM - 6:00 PM)

- SCVi COVID Prevention Program.pdf
- SCVI COVID19\_School\_Guidance\_Checklist.pdf

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5.6. Staff Board Ambassador Report (6:00 PM - 6:00 PM)

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5.7. Financial Update (6:00 PM - 6:00 PM)

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5.8. Edison, Crossroads, KinderCare Expenditure Updates (6:00 PM - 6:00 PM)

- SCVi Board Questions KinderCare Rent, Edison and Crossroads- main - summary (Board) (2).pdf

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5.9. AdHoc Bond Committee Report (6:00 PM - 6:00 PM)

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5.10. Financial Committee Report (6:00 PM - 6:00 PM)

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5.11. Enrollment Committee Report (6:00 PM - 6:00 PM)

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5.12. Form 700 (6:00 PM - 6:00 PM)

- Form 700 Support Document.pdf

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5.13. Board Updates (6:00 PM - 6:00 PM)

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## 6. Action Items

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6.1. 2020-2021 Emergency Operations Plan (6:00 PM - 6:00 PM)

**Due date:** 2/17/2021

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6.2. First Interim Report

(6:00 PM - 6:00 PM)

**Due date:** 2/17/2021

- 1st Interim Report 2020 2021.pdf
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6.3. California State Finance Authority's ASAP TRAN program

(6:00 PM - 6:00 PM)

**Consideration and approval of Board resolution approving participation in the California School Finance Authority's ASAP Program to provide cash flow financing for planned February through June 2021 apportionment deferrals.**

**Due date:** 2/17/2021

- SCVi - Indenture - CSFA - ASAP Program - 2021A\_Federal Credit Enhancement 4142-1712-3111 5.pdf
  - SCVi - ASAP 2021 pricing confirmation certificate 4143-3185-5915 2.pdf
  - Cover Letter - Santa Clarita Valley International School.pdf
  - SCVi Loan Agreement - CSFA - ASAP Program - 2021A\_Federal Credit Enhancement 4123-5780-6377 5.pdf
  - SCVi - ASAP\_Borrower Resolution - Santa Clarita Valley International School.pdf
  - Santa Clarita Valley International - CSFA ASAP Program, Loan Estimate Prepared 2.8.21.pdf
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6.4. Permanent Remote Work Agreement

(6:00 PM - 6:00 PM)

**Due date:** 2/17/2021

- Permanent Remote Work Agreement- SCVi.pdf
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6.5. Title IX Policy

(6:00 PM - 6:00 PM)

**Due date:** 2/17/2021

- TITLE IX Policy - SCVi pdf.pdf
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6.6. 2021-2022 Academic Calendars

(6:00 PM - 6:00 PM)

**Due date:** 2/17/2021

- 2021-22 SCVi CB Learner Calendar v2002031520.pdf
  - 2021-22 SCVi IS Learner Calendar v2002031520.pdf
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## 7. Closed Session

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7.1. Public Employee Performance Evaluation

(6:00 PM - 6:00 PM)

Pursuant to 2.2 Gov. Code 54957: School Director

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7.2. Conference with Legal Counsel—Anticipated Litigation Significant Exposure to Litigation

(6:00 PM - 6:00 PM)

Pursuant to paragraph (2) or (3) of subdivision (d) of section 54956.9: 1 case

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7.3. Report of Closed Session

(6:00 PM - 6:00 PM)

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## 8. Board Comments

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8.1. Board Comments

(6:00 PM - 6:00 PM)

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## 9. Closing Items

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9.1. Next Meeting Date - May 19, 2021

(6:00 PM - 6:00 PM)

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9.2. Adjournment

(6:00 PM - 6:00 PM)

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**Please note:** items on the agenda may not be addressed in the order they appear. The Board of Directors may alter the order at their discretion.

- **Board Room Accessibility:** The Board of Directors encourage those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services to participate in the public meeting, please contact the office at least 48 hours before the scheduled Board of Directors meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132).]

*The Secretary of the Board of Directors, hereby certifies that this agenda was publicly posted 72 or 24 hours prior to the meeting as required by law.*

## MEETING MINUTES - Santa Clarita Valley international Board

### Meeting

<b>Date</b>	Wednesday, December 16, 2020
<b>Started</b>	6:01 PM
<b>Ended</b>	8:28 PM
<b>Location</b>	Due to required social distancing, this meeting will be held virtually. Join us on ZOOM at: Zoom <a href="https://zoom.us/j/5395735793">https://zoom.us/j/5395735793</a> Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
<b>Purpose</b>	Regular Scheduled Meeting
<b>Chaired by</b>	Nicole Miller
<b>Recorder</b>	Donna Wood

### Meeting documents

### Minutes

## 1. Opening Items

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### 1.1. Call The Meeting To Order

Meeting was called to order at 6:01pm

**Status:** Completed

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### 1.2. Roll Call

Nicole Miller: present

Wendy Emeterio: present

Sharon Lord Greenspan: present

Greg Kimura: present

**Status:** Completed

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### 1.3. Pledge Of Allegiance

Pledge of Allegiance was recited

**Status:** Completed

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### 1.4. Approve Agenda

Motioned: Wendy Emeterio

Seconded: Greg Kimura

Unanimously Approved

**Due date:**

**Status:** Completed

## 1.5. Approve Minutes

Minutes 2020-11-18

- Motioned: Greg Kimura
- Seconded: Wendy Emeterio
- Unanimously Approved

Sharon Lord Greenspan was absent and abstained from vote

Minutes 2020-12-02

- Motioned: Wendy Emeterio
- Seconded: Greg Kimura
- Unanimously Approved

**Due date:**

**Status:** Completed

- Minutes-2020-11-18.pdf
  - Minutes-2020-12-02-v3.pdf
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## 2. Curriculum Moment

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### 2.1. Curriculum Moment

Vivian Poutakoglou, 2/3 facilitator will be presenting

Science Project: Learning about the impact and how to prepare for natural and weather-related hazards on you or another's environment.

Vivian Poutakoglou, 2/3 facilitator presented with a learner the Science Project: Learning about the impact and how to prepare for natural and weather-related hazards on you or another's environment

**Status:** Completed

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## 3. Public Comments

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### 3.1. Public Comments

The public may address the SCVi governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes.

No Public Comments were made

**Status:** Completed

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## 4. Consent Items

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### 4.1. Personnel Report

Motioned: Sharon Lord Greenspan

Seconded: Greg Kimura

Unanimously Approved

**Due date:**

**Status:** Completed

- Personnel Report 12.16.2020 .pdf
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#### 4.2. Check Register

Motioned: Sharon Lord Greenspan

Seconded: Greg Kimura

Unanimously Approved

**Due date:**

**Status:** Completed

- SCVi Groups - detail (board).pdf
  - SCVi Groups - summary (board).pdf
  - SCVi Lunch - summary (board).pdf
  - SCVi Main Detail (Board).pdf
  - SCVi main - summary (Board).pdf
  - SCVi Lunch detail (board).pdf
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### 5. Discussion And Reports

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#### 5.1. Learner Board Ambassador Report

Learner Board Ambassador presented the report and answered questions of the Board

**Status:** Completed

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#### 5.2. Bond Update

Amer Kuric, Maker Learning Network Support Provider, presented the Bond Update and answered questions of the Board

**Status:** Completed

- iLEAD Lancaster & SCVi 2020 Preliminary Timetable 11.11.20.pdf
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#### 5.3. AdHoc Financial Committee Report

Kelly O'Brien, iLEAD Support Provider, presented the AdHoc Financial Committee Report and answered questions of the Board

**Status:** Completed

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#### 5.4. School Director Report

Nicole Padovich presented the School Director Report and answered questions of the Board

**Status:** Completed

- SCVi Director Board Report December 2020.pdf
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#### 5.5. Staff Board Ambassador Report

Alan Kingsley presented the Staff Board Ambassador Report and answered questions of the Board

**Status:** Completed

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## 6. Action Items

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### 6.1. 2020 - 2021 Parent Budget Overview

Tricia Luckeroth, iLEAD Support Provider, presented the 2020-2021 Parent Budget Overview and answered questions of the Board

Motioned: Greg Kimura

Seconded: Sharon Lord Greenspan

Unanimously Approved

**Due date:**

**Status:** Completed

- SCVi budget overview for parents2020.pdf
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### 6.2. Terms of Board Members

Kim Lytle, iLEAD Support Provider, presented the Terms of Board Members, informed the public that Tracy Hild has resigned from the Board, and answered questions of the Board

**Due date:**

**Status:** Completed

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### 6.3. Roles of Board Members

Kim Lytle, iLEAD Support Provider, presented the Roles of Board Members and answered questions of the Board

Motioned to have Greg Kimura take the role of Treasurer: Sharon Lord Greenspan

Seconded: Wendy Emeterio

Unanimously Approved

**Due date:**

**Status:** Completed

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#### 6.3.1. Revised LACOE Certification of Signatures and CA Corporation Statement of Information

Kim Lytle, iLEAD Support Provider, presented the Revised LACOE Certification of Signatures and CA Corporation Statement of Information and answered questions of the Board

Motioned: Sharon Lord Greenspan

Seconded: Wendy Emeterio

Unanimously Approved

**Due date:**

**Status:** Completed

- SCVi - LACOE Form 503-804 Certification of Signatures - 12.pdf



- Statement of Information - Certified 100.pdf
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## 7. Board Comments

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### 7.1. Board Comments

On behalf of the board, Nicole Miller wanted to thank Tracy Hild for her dedication and commitment to SCVi over the years.

**Status:** Completed

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## 8. Closing Items

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### 8.1. All Boards Virtual Retreat Dates - January 29 & 30, 2021

**Status:** Completed

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### 8.2. Next Meeting Date - February 17, 2020

**Status:** Completed

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### 8.3. Adjournment

Meeting adjourned at 8:28pm

**Status:** Completed

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**EMPLOYMENT – NEW HIRES**

Kerry Zipper - Education Specialist - 1/1/21

Matthew Wayne - Innovation Studios Facilitator Guide - 1/11/21

Laura Garon - Education Specialist - 2/8/21

**RESIGNATIONS/TERMINATIONS**

Donjay Kakonde - Care Team 1:1 - 12/14/20

Eileen Wright - Cafe Staff - 12/18/21

Tina Balena - Speech-OT Care Team/Student Support - 12/18/20

**STATUS CHANGE**

N/A

**Company Name:** Santa Clarita Valley International School

**Report Name:** Santa Clarita Valley International

**Report Title 2:** Check Register - SCVi Groups

**Footer Text:** 12/8/2020 - 02/11/2021

**Created On:** 2/12/2021

**Location:** 110--Santa Clarita Valley International - Groups

Date	Check Number	Vendor	Amount	GL account/Account label	Description
1/5/2021	21365	ADLO000--Adlof, Jamie	399.94	5853--Student Services	Hamilton Refund
1/5/2021	21366	BLIN000--Blinn, Chris	240.51	5853--Student Services	Hamilton Refund
1/5/2021	21367	DWYE000--Dwyer, Dylan	159.91	5853--Student Services	Hamilton Refund
1/5/2021	21368	EMP0204--Farnaz, Kaufman	159.91	5853--Student Services	Hamilton Refund
1/5/2021	21369	HARR001--Harrison, James	320.13	5853--Student Services	Hamilton Refund
1/5/2021	21370	EMP1177--Horowitz, Christine	79.81	5853--Student Services	Hamilton Refund
1/5/2021	21371	EMP1397--Kathya Arriaran-Buono	79.81	5853--Student Services	Hamilton Refund
1/5/2021	21372	EMP0459--Kirby, Jody	480.34	5853--Student Services	Hamilton Refund
1/5/2021	21373	MRAC000--Mracek, Sheri	399.75	5853--Student Services	Hamilton Refund
1/5/2021	21374	RUIZ000--Ruiz, Wendy	399.75	5853--Student Services	Hamilton Refund
1/5/2021	21375	EMP0019--Sena, Cheryl	159.91	5853--Student Services	Hamilton Refund
1/5/2021	21376	TRPC000--Trpcic, Shawna	79.81	5853--Student Services	Hamilton Refund
1/5/2021	21377	WHIT000--White, Marcella	79.81	5853--Student Services	Hamilton Refund
1/5/2021	21378	WIES000--Wiesen, Noli	159.91	5853--Student Services	Hamilton Refund
1/5/2021	21379	YAKU000--Yakubsfeld, Yana	239.72	5853--Student Services	Hamilton Refund
1/5/2021	21380	ZAVA000--Zavala, Erin	240.51	5853--Student Services	Hamilton Refund
		<b>Total</b>	<b>3,679.53</b>		

**Company Name:** Santa Clarita Valley International School  
**Report Name:** Santa Clarita Valley International  
**Report Title 2:** Check Register - SCVi Main  
**Footer Text:** 12/8/2020 - 02/11/2021  
**Created On:** 2/12/2021  
**Location:** 110--Santa Clarita Valley International - Main Account

Bank	Date	Vendor	Amount	GL account/Account label	Memo
101773	12/9/2020	AFFO000--Affordable Copier Service	254.04	4345--Printing & Reproduction	SCVi - Copier Supplies
101775	12/10/2020	MASP000--M.A.S. Plastic LLC	543.12	4410--Classroom Furniture & Eq	Stand Alone Acrylic Sneeze Guards
101776	12/10/2020	DISC000--Discount School Supply [P]	8,700.88	4305--Educational Supplies (Cl	SCVi Supplies
101777	12/16/2020	IRON000--Iron Fist Martial Arts [S]	392.00	4335--Home Study Stipend	SCVi - VCI - November - Curriculum
101778	12/17/2020	GOLD002--Wheeler, Joshua	399.00	4335--Home Study Stipend	SCVi- VCI - November - Curriculum
101779	12/18/2020	EMP0261--Wright, Eileen	95.59	9520--Payroll Liabilities	Payroll
101780	12/22/2020	CREA004--Creative Mathematics	3,107.00	4120--Core Curriculum - Softwa	Educational Supplies
101781	12/22/2020	HOME003--Home Depot Credit Services	175.57	5630--Repairs & Maintenance -	Facilities Supplies
101782	12/23/2020	EMP0675--Rahman, Abed	5,928.90	4430--IT Equipment & Supplies	Projectors
101783	12/28/2020	LOSA001--Los Angeles County Office of Education (LACOE)	34,516.28	9535--Retirement Liability	SCVi - STRS
101866	12/15/2020	AETN000--Aetna	6,825.14	3402--Health & Welfare Benefit	EE Benefits 12.20
101867	12/15/2020	AFLA000--AFLAC	12,671.94	3402--Health & Welfare Benefit	EE Benefits 09.20
101868	12/15/2020	APHO000--AP Homeschoolers Inc. [P]	81.25	4335--Home Study Stipend	SCVi- VCI - November - Curriculum
101869	12/15/2020	APPL000--Apple Inc	878.41	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101870	12/15/2020	ATT0000--AT&T	7.51	5910--Telephone & Fax	Acct# 858950090
101871	12/15/2020	BEND002--Bendorf, Adam	555.00	4335--Home Study Stipend	SCVi- VCI - November - Curriculum
101872	12/15/2020	BYUI000--BYU Independent Study [P]	340.00	4335--Home Study Stipend	SCVi- VCI - November - Curriculum
101873	12/15/2020	CALI026--California Department of Tax and Fee Administration	208.00	5840--Operating Expenditures -	Sales and Use Tax Fee - Prior Year
101874	12/15/2020	CANY000--Canyon Theatre Guild Inc [S]	265.00	4335--Home Study Stipend	SCVi - VCI - October - Curriculum
101875	12/15/2020	CIGN000--Cigna Healthcare	2,816.87	3401--Health & Welfare Benefit	EE Benefits 12.20
101876	12/15/2020	CODE003--Code Ninjas Santa Clarita	870.00	4335--Home Study Stipend	SCVi- VCI - November - Curriculum
101877	12/15/2020	CREA008--Creative Learning Place Inc.	560.00	4335--Home Study Stipend	SCVi- VCI - November - Curriculum
101878	12/15/2020	CROS001--Crossroads Owners, Inc.	5,663.95	5610--Rent - Facilities Rent a	Association Dues 11/01
101879	12/15/2020	DAWN000--DawnSignPress	99.61	4335--Home Study Stipend	SCVi- EMR - November - Curriculum
101880	12/15/2020	ECOL000--Ecolab Pest Elimination Division Inc	215.64	5630--Repairs & Maintenance -	SCVi Pest Control
101881	12/15/2020	EDTE000--EdTech 101	37,371.11	4430--IT Equipment & Supplies	SCVi Chromebook
101882	12/15/2020	ELLE000--Ellevation Inc.	3,269.67	4130--Other Curriculum	Multi Site - ELD Annual Subscription
101883	12/15/2020	FIRS002--FIRST Insurance Funding Corp	12,423.40	5410--Liability Insurance	Insurance - January - 6th Installment
101884	12/15/2020	FISC003--Fischer, Laura	150.00	4335--Home Study Stipend	SCVi - VCI - November - Curriculum
101885	12/15/2020	FPMA000--FP Mailing Solutions	62.25	5940--Postage Expense	Postage
101886	12/15/2020	FRES003--Fresno County Superintendent of Schools	2,500.00	4120--Core Curriculum - Softwa	Cyber High Exams
101887	12/15/2020	HONO000--Honor Roll BJJ [S]	630.00	4335--Home Study Stipend	SCVi- VCI - November - Curriculum
101888	12/15/2020	HUCK000--HuckleBerry Center for Creative Learning [S]	971.98	4335--Home Study Stipend	SCVi - VCI - November - Curriculum
101889	12/15/2020	JONE004--Jones, Caid Mitchell	360.00	4335--Home Study Stipend	SCVi- VCI - November - Curriculum
101890	12/15/2020	EMP1617--Jones, Christopher	473.07	5851--Student Services Expendi	
101891	12/15/2020	KAIS000--Kaiser Foundation Health Plan	28,100.99	3401--Health & Welfare Benefit	EE Benefits 12.20
101892	12/15/2020	KIDS001--KidsArt - Valencia, Inc [S]	90.00	4335--Home Study Stipend	SCVi- VCI - November - Curriculum
101893	12/15/2020	EMP0281--Kimberly Lytle	134.49	5803--Professional Services -	Board Supplies
101894	12/15/2020	KIND000--KinderCare Learning Centers LLC	31,369.29	9250--AR - Due to/from iLEAD S	LiL - KinderCare Rent
101895	12/15/2020	KLIP002--Klipfel, Lisa	180.00	4335--Home Study Stipend	SCVi - VCI - November - Curriculum
101896	12/15/2020	ABBY000--Lai, Abigail	300.00	4335--Home Study Stipend	SCVi- VCI - November - Curriculum
101897	12/15/2020	LEAR000--Learn Beyond The Book LLC [S]	4,163.25	4335--Home Study Stipend	SCVi- VCI - November - Curriculum
101898	12/15/2020	LEGA003--Legal Shield	404.45	3401--Health & Welfare Benefit	EE Benefits 11.20
101899	12/15/2020	LIFE000--Life Insurance Company of North America	1,733.70	3401--Health & Welfare Benefit	EE Benefits 11.20
101900	12/15/2020	MARA001--Marat Daukayev School of Ballet	300.00	4335--Home Study Stipend	SCVi - VCI - November - Curriculum
101901	12/15/2020	MESV000--MES Vision	441.03	3402--Health & Welfare Benefit	EE Benefits 12.20
101902	12/15/2020	NEWH000--Newhall Valencia Lock & Key	239.00	5630--Repairs & Maintenance -	Adjust doors

101903	12/15/2020	OUTS000--Outschool, Inc [S]	826.00	4335--Home Study Stipend	SCVi- EMR - November - Curriculum
101904	12/15/2020	PASC000--Pascual, Arthur	450.00	4335--Home Study Stipend	SCVi- VCI - November - Curriculum
101905	12/15/2020	QUIL000--Quill [P]	973.86	4335--Home Study Stipend	SCVi- EMR - November - Curriculum
101906	12/15/2020	RAIN000--Rainbow Resource Center Inc [P]	4,567.25	4335--Home Study Stipend	SCVi EMR - November - Curriculum
101907	12/15/2020	REPU000--Republic Services	218.23	5540--Utilities - Trash	Trash Service 12/01-12/31
101908	12/15/2020	CLUB000--Santa Clarita In Home Tutoring	520.00	4335--Home Study Stipend	SCVi- VCI - November - Curriculum
101909	12/15/2020	SCHO013--School Food and Wellness Group	750.00	5310--Professional Dues, Membe	NSLP Administration Fee
101910	12/15/2020	SCHO009--School Pathways Holdings, LLC	1,000.61	5850--Student Services Expendi	SCVi- 2020-2021 PLSIS Annual Fee, 5th Installment
101911	12/15/2020	VALE003--SCV Water- Valencia Division	1,039.65	5530--Utilities - Water	Water Service 10/27-11/25
101912	12/15/2020	SOUT001--Southern California Edison	617.77	5510--Utilities - Electricity	Service 28060 Hasley Canyon 11/02-12/03
101913	12/15/2020	PERF004--The Performers Academy	535.00	4335--Home Study Stipend	SCVi- VCI - November - Curriculum
101914	12/15/2020	THER001--Therapy in Action	4,595.00	5852--Student Services Expendi	OT Services
101915	12/15/2020	TWOL--Two Little Hands Productions [P]	119.99	4305--Educational Supplies (Cl	Sign it ASL-Lessons 1-15
101916	12/15/2020	URBA000--Urbanovich, Rene	300.00	4335--Home Study Stipend	SCVi - VCI - November - Curriculum
101917	12/15/2020	WEST000--West Coast Music Academy [S]	350.00	4335--Home Study Stipend	SCVi- VCI - November - Curriculum
101918	12/15/2020	GOLD002--Wheeler, Joshua	276.00	4335--Home Study Stipend	SCVi- VCI - November - Curriculum
101919	12/15/2020	KIDA004--KIDA Academy, LLC.	110.00	5852--Student Services Expendi	SCVi OT Assessments
101920	12/21/2020	APPL000--Apple Inc	19,764.15	4430--IT Equipment & Supplies	MacBooks
101921	12/21/2020	BLIC000--Blick Art Materials [P]	127.38	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101922	12/21/2020	CORP001--Corporate Splash	125.40	5830--Operating Expenditures -	Banners and Buisness Cards
101923	12/21/2020	DISC000--Discount School Supply [P]	5,183.95	4305--Educational Supplies (Cl	SCVi Supplies
101924	12/21/2020	DUNN000--Dunn-Edwards Paints	76.82	5630--Repairs & Maintenance -	Paint Supplies
101925	12/21/2020	GOST000--GoStrengths Inc.	197.00	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101926	12/21/2020	HIST001--Hauris, Elizabeth	538.65	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101927	12/21/2020	HOME003--Home Depot Credit Services	276.50	5630--Repairs & Maintenance -	Facilities Supplies
101928	12/21/2020	KIWI000--KIWICO [P]	1,379.16	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101929	12/21/2020	AMI000--L.A. Mission College Bookstore	232.34	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101930	12/21/2020	LAKE000--Lakeshore Learning Materials	31.07	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101931	12/21/2020	LAWO000--Law Offices of Young, Minney & Corr, LLP	3,256.67	5808--Professional Services -	Legal Services
101932	12/21/2020	MAKE000--Maker Learning Network	127,465.33	9250--AR - Due to/from iLEAD S	January Rent
101933	12/21/2020	OLIV002--Olive Tree Education	166.25	4335--Home Study Stipend	SCVi - VCI - December - Curriculum
101934	12/21/2020	PROC000--Procopio, Cory, Hagreaves & Savitch	798.00	5808--Professional Services -	SCVi-Legal Fees - General
101935	12/21/2020	QUIL000--Quill [P]	71.76	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101936	12/21/2020	STEV000--Really Good Stuff, LLC.	5,482.13	4410--Classroom Furniture & Eq	SCVi Educational Supplies
101937	12/21/2020	SOUT001--Southern California Edison	2,312.90	5510--Utilities - Electricity	Service at 28060 Hasley Canyon
101938	1/5/2021	ABRI000--A Brighter Child [P]	238.00	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101939	1/5/2021	ACTO005--Actorsite Inc.	300.00	4335--Home Study Stipend	SCVi - VCI - November - Curriculum
101940	1/5/2021	ALEN000--Alen Corporation	29,095.46	4355--Facilities Supplies	Pure Air Unit and Filters
101941	1/5/2021	ALLA000--All About Learning Press Inc [P]	490.25	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101942	1/5/2021	AMAZ003--Amazon (SYNCB 839)	486.98	4420--NonClassroom Furniture &	Portable Wash station
101943	1/5/2021	APHO000--AP Homeschoolers Inc. [P]	81.25	4335--Home Study Stipend	SCVi - VCI - December - Curriculum
101944	1/5/2021	ATT0000--AT&T	965.60	5910--Telephone & Fax	Acct# 661-295-5953 193 2
101945	1/5/2021	BARN000--Barnes & Noble Inc [P]	143.13	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101946	1/5/2021	BAYA000--Bay Alarm Company	566.25	5560--Operations - Security	Acct#3266072
101947	1/5/2021	BEAU000--Beautiful Feet Books [P]	438.76	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101948	1/5/2021	BEND002--Bendorf, Adam	240.00	4335--Home Study Stipend	SCVi - VCI - December - Curriculum
101949	1/5/2021	CARO000--Carolina Biological Supply Company	129.97	4330--Health & Safety	Thermometer
101950	1/5/2021	CODE003--Code Ninjas Santa Clarita	870.00	4335--Home Study Stipend	SCVi - VCI - December - Curriculum
101951	1/5/2021	CROS001--Crossroads Owners, Inc.	4,787.77	5610--Rent - Facilities Rent a	Association Dues
101952	1/5/2021	DISC000--Discount School Supply [P]	246.88	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101953	1/5/2021	EDTE000--EdTech 101	15,034.59	4430--IT Equipment & Supplies	SCVi Chromebook
101954	1/5/2021	EDUC004--Education.com [P]	59.94	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101955	1/5/2021	FPMA000--FP Mailing Solutions	62.25	5940--Postage Expense	Postage
101956	1/5/2021	GREE007--Green Kid Crafts	90.14	4335--Home Study Stipend	SCVi - EMR - December - Curriculum

101957	1/5/2021	GROW000--Growing Minds, LLC.	69.00	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101958	1/5/2021	HAGA000--Hagan, Bob	121.38	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101959	1/5/2021	HOME000--Home Science Tools [P]	111.60	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101960	1/5/2021	HOME001--Homeschool Buyers Co-op [P]	155.09	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101961	1/5/2021	IRON000--Iron Fist Martial Arts [S]	175.00	4335--Home Study Stipend	SCVi - VCI - December - Curriculum
101962	1/5/2021	IRON001--Iron Fist Martial Arts Center-LIGHT FORCE ACADEMY [P]	129.00	4335--Home Study Stipend	SCVi - VCI - December - Curriculum
101963	1/5/2021	JONE004--Jones, Caid Mitchell	360.00	4335--Home Study Stipend	SCVi - VCI - December - Curriculum
101964	1/5/2021	MADD000--Kotoff, Julianne	82.89	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101965	1/5/2021	LAKE000--Lakeshore Learning Materials	20.62	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101966	1/5/2021	LIVE002--LIVE Online Math [P]	409.99	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101967	1/5/2021	MAKE000--Maker Learning Network	12,493.94	9250--AR - Due to/from iLEAD S	19/20 Workers Comp- Audit Premiums
101968	1/5/2021	MARA001--Marat Daukayev School of Ballet	300.00	4335--Home Study Stipend	SCVi - VCI - December - Curriculum
101969	1/5/2021	MATH002--Math-U-See, Inc [S]	196.96	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101970	1/5/2021	NATI000--National Benefit Services	3,300.00	9536--403b Payable	403B 12.15.20
101971	1/5/2021	OFFI000--Office Depot [P]	2,046.70	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101972	1/5/2021	PRUD000--Prudential Overall Supply	46.97	4740--Cafe Other Supplies	SCVi - Cafe Cleaning Supplies
101973	1/5/2021	EMP0675--Rahman, Abed	8,877.18	4420--NonClassroom Furniture &	Projectors, Facilities Supplies
101974	1/5/2021	SCHO004--School Nurse Supply Inc	282.23	4330--Health & Safety	Health Supplies
101975	1/5/2021	SETO000--Seton	957.86	4355--Facilities Supplies	Safety Lock Drinking Fountain Supplies
101976	1/5/2021	SOMM001--Sommers, Lisa	187.08	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101977	1/5/2021	STEV005--Stevens, Amy	768.00	4335--Home Study Stipend	SCVi - VCI - December - Curriculum
101978	1/5/2021	SIGN002--Stewart, Elizabeth	75.00	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101979	1/5/2021	TEAC004--Teaching Textbooks Inc [P]	67.08	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101980	1/5/2021	EDGE000--The Edge Martial Arts, Inc.	260.00	4335--Home Study Stipend	SCVi - VCI - December - Curriculum
101981	1/5/2021	GASC000--The Gas Company	102.37	5520--Utilities - Gas	Acct#165 079 4853 3
101982	1/5/2021	TIMB000--Timberdoodle [P]	933.50	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101983	1/5/2021	WEST005--West Coast Classical [S]	764.00	4335--Home Study Stipend	SCVi - VCI - December - Curriculum
101984	1/5/2021	WEST000--West Coast Music Academy [S]	350.00	4335--Home Study Stipend	SCVi - VCI - December - Curriculum
101985	1/5/2021	GOLD002--Wheeler, Joshua	600.00	4335--Home Study Stipend	SCVi - VCI - December - Curriculum
101986	1/12/2021	AETN000--Aetna	6,825.14	3401--Health & Welfare Benefit	EE Benefits 1.21
101987	1/12/2021	BLIC000--Blick Art Materials [P]	234.44	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101988	1/12/2021	CIGN000--Cigna Healthcare	2,610.47	3401--Health & Welfare Benefit	EE Benefits 1.21
101989	1/12/2021	ECOL000--Ecolab Pest Elimination Division Inc	215.64	5630--Repairs & Maintenance -	SCVi Pest Control
101990	1/12/2021	GREE007--Green Kid Crafts	320.78	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101991	1/12/2021	HOME000--Home Science Tools [P]	244.55	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101992	1/12/2021	KAIS000--Kaiser Foundation Health Plan	18,980.68	3402--Health & Welfare Benefit	EE Benefits 1.21
101993	1/12/2021	KIDA003--Kid Advance Montessori [P]	471.43	4335--Home Study Stipend	SCVi - EMR - September - Curriculum
101994	1/12/2021	KIWI000--KIWICO [P]	240.90	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101995	1/12/2021	LEGA003--Legal Shield	318.30	3401--Health & Welfare Benefit	EE Benefits 1.21
101996	1/12/2021	LOSA001--Los Angeles County Office of Education (LACOE)	26,563.42	9535--Retirement Liability	SCVi- STRS
101997	1/12/2021	MCGR000--McGraw-Hill Education Holdings Inc [P]	51.11	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101998	1/12/2021	MCRU000--McRuffy Press [P]	421.90	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
101999	1/12/2021	MESV000--MES Vision	712.72	3402--Health & Welfare Benefit	EE Benefits 1.21
102000	1/12/2021	MOVI000--Moving Beyond the Page	549.02	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
102001	1/12/2021	NATI000--National Benefit Services	1,100.00	9536--403b Payable	403B 12.31.20
102002	1/12/2021	OAKR000--Oakridge Landscape, Inc.	650.00	9250--AR - Due to/from iLEAD S	LiL - Landscaping
102003	1/12/2021	OFFI000--Office Depot [P]	394.25	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
102004	1/12/2021	HERR001--Outside the Box Creation	305.70	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
102005	1/12/2021	PINI000--Pin It Maps [P]	24.98	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
102006	1/12/2021	REPU000--Republic Services	282.00	5540--Utilities - Trash	Trash Service 01/01-01/31
102007	1/12/2021	SAVV000--Savvas Learning Company LLC	31.31	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
102008	1/12/2021	SCHO009--School Pathways Holdings, LLC	1,004.81	5850--Student Services Expendi	SCVi-2020-2021 PLSIS Annual Fee
102009	1/12/2021	VALE003--SCV Water- Valencia Division	121.62	9250--AR - Due to/from iLEAD S	LiL - Water
102010	1/12/2021	TEAC002--Teacher Synergy [P]	18.68	4335--Home Study Stipend	SCVi - EMR - December - Curriculum

102011	1/12/2021	TIMB000--Timberdoodle [P]	2,164.52	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
102012	1/12/2021	WOND001--Wonder Crate [P]	149.95	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
102013	1/12/2021	YORK000--York, Jacqueline	300.00	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
102014	1/20/2021	BLIC000--Blick Art Materials [P]	119.69	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
102015	1/20/2021	BRAI000--BrainPOP LLC	159.00	4120--Core Curriculum - Softwa	Multi Site - 1 year subscription
102016	1/20/2021	CAP1000--Capital One Bank (USA), N.A.	82.60	5310--Professional Dues, Membe	Acct ending 3591
102017	1/20/2021	CLIF000--Clifton Larson Allen LLP	1,260.00	5804--Professional Services -	Multi Site - 4th Progress Billing for Audit
102018	1/20/2021	CREA006--Creative Kids Playhouse Children's Theatre of Orange County	560.00	4335--Home Study Stipend	SCVi - VCI - October - Curriculum
102019	1/20/2021	D2LL000--D2L Ltd	6,105.40	4120--Core Curriculum - Softwa	Multi Site - Brightspace Software
102020	1/20/2021	FIRS002--FIRST Insurance Funding Corp	12,423.40	5410--Liability Insurance	Insurance - February - 7th Installment
102021	1/20/2021	HESS000--Hess and Associates Inc	532.50	5310--Professional Dues, Membe	2nd Quarter- CAL STRS
102022	1/20/2021	ILEA300--iLead California	139.37	9253--AR - Due to/from iLEAD C	IntercompanY First Quarter
102023	1/20/2021	INSI000--Inside SCV Magazine	125.00	5830--Operating Expenditures -	SCVi- Magazine Advertising
102024	1/20/2021	KIDA004--KIDA Academy, LLC.	1,200.00	5852--Student Services Expendi	SCVi- SPED - Contracted Services
102025	1/20/2021	LAKE000--Lakeshore Learning Materials	585.62	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
102026	1/20/2021	LAWO000--Law Offices of Young, Minney & Corr, LLP	1,877.67	5808--Professional Services -	Legal Services
102027	1/20/2021	LEAR000--Learn Beyond The Book LLC [S]	4,072.25	4335--Home Study Stipend	SCVi - VCI - December - Curriculum
102028	1/20/2021	MAKE000--Maker Learning Network	18,137.40	9250--AR - Due to/from iLEAD S	Hotspots
102029	1/20/2021	NATI000--National Benefit Services	1,100.00	9536--403b Payable	403b 01.15.2021
102030	1/20/2021	NEAR000--Nearpod Inc	4,750.00	4120--Core Curriculum - Softwa	Nearpod School Edition License
102031	1/20/2021	NORT000--Northwest Evaluation Association (NWEA)	864.00	4120--Core Curriculum - Softwa	MAP Growth Test License
102032	1/20/2021	RAIN000--Rainbow Resource Center Inc [P]	695.10	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
102033	1/20/2021	SCHO013--School Food and Wellness Group	750.00	5310--Professional Dues, Membe	NSLP Administration Fee
102034	1/20/2021	SCHO004--School Nurse Supply Inc	282.23	4330--Health & Safety	Health Supplies
102035	1/20/2021	VALE003--SCV Water- Valencia Division	1,199.64	9250--AR - Due to/from iLEAD S	LiL - Water
102036	1/20/2021	SOUT001--Southern California Edison	3,003.68	5510--Utilities - Electricity	2-33-835-8385
102037	1/20/2021	GASC000--The Gas Company	55.53	9250--AR - Due to/from iLEAD S	LiL - Gas
102038	1/20/2021	TIMB000--Timberdoodle [P]	1,047.48	4335--Home Study Stipend	SCVi - EMR - December - Curriculum
102039	1/27/2021	AMAZ003--Amazon (SYNCB 839)	3,271.90	4330--Health & Safety	Face Mask
102040	1/27/2021	APPL000--Apple Inc	10.00	4430--IT Equipment & Supplies	MacBooks
102041	1/27/2021	EMP0040--Arahamian, Yoonhee	130.90	5940--Postage Expense	Shipping Supplies
102042	1/27/2021	ATT0000--AT&T	573.02	5910--Telephone & Fax	aCCT# 661 295 0771 803 7
102043	1/27/2021	BAYA000--Bay Alarm Company	566.25	5560--Operations - Security	SCVi 3266072
102044	1/27/2021	DEMC000--Demco	6,637.12	4420--NonClassroom Furniture &	Copernicus Royal Teaching
102045	1/27/2021	INTE001--Integrity6	2,246.28	5850--Student Services Expendi	Enrollment, Waitlist, Lottery Management Solution-Cares Ac
102046	1/27/2021	INTE000--International Baccalaureate Organization	157.00	4110--Core Curriculum - Texts,	Exam Fees
102047	1/27/2021	KIND000--KinderCare Learning Centers LLC	31,003.16	9250--AR - Due to/from iLEAD S	LiL - KinderCare Rent
102048	1/27/2021	LOSA001--Los Angeles County Office of Education (LACOE)	65,000.00	9535--Retirement Liability	SCVi - STRS
102049	1/27/2021	MAKE000--Maker Learning Network	107,495.33	9250--AR - Due to/from iLEAD S	February Rent
102050	1/27/2021	EMP0032--McDaniels, Sara	408.88	4340--Office Supplies	Packing supplies
102051	1/27/2021	PRUD000--Prudential Overall Supply	46.97	4740--Cafe Other Supplies	SCVi - Cafe Cleaning Supplies
102052	1/27/2021	STUD003--Studies Weekly, Inc. [P]	98.39	4335--Home Study Stipend	SCVi - EMR - January - Curriculum
102053	1/27/2021	GASC000--The Gas Company	308.68	5520--Utilities - Gas	Acct# 072 662 6263 8
102054	1/27/2021	THEL000--The Listening Connection LLC	1,530.00	5852--Student Services Expendi	DHH Service
102055	1/27/2021	THER001--Therapy in Action	4,455.00	5852--Student Services Expendi	SCVi- SPED - Contracted Services
102056	1/27/2021	THES000--The Signal- Santa Clarita Valley	268.75	5830--Operating Expenditures -	Marketing
102057	2/2/2021	AMAZ003--Amazon (SYNCB 839)	956.13	4335--Home Study Stipend	SCVi - EMR - January - Curriculum
102058	2/2/2021	APPL000--Apple Inc	570.72	4335--Home Study Stipend	SCVi - EMR - January - Curriculum
102059	2/2/2021	HOME005--Homeschool Spanish Academy Inc. [S]	599.00	4335--Home Study Stipend	SCVi - VCI - December - Curriculum
102060	2/2/2021	HONO000--Honor Roll BJJ [S]	310.00	4335--Home Study Stipend	SCVi - VCI - December - Curriculum
102061	2/2/2021	iLEA010--iLEAD Online Charter	6,758.46	9259--AR - Due to/from iLEAD O	SCVi - Online Classes
102062	2/2/2021	OFFI000--Office Depot [P]	628.40	4335--Home Study Stipend	SCVi - EMR - January - Curriculum
102063	2/2/2021	PERF004--The Performers Academy	440.00	4335--Home Study Stipend	SCVi - VCI - December - Curriculum
102064	2/2/2021	WEST000--West Coast Music Academy [S]	70.00	4335--Home Study Stipend	SCVi - VCI - December - Curriculum

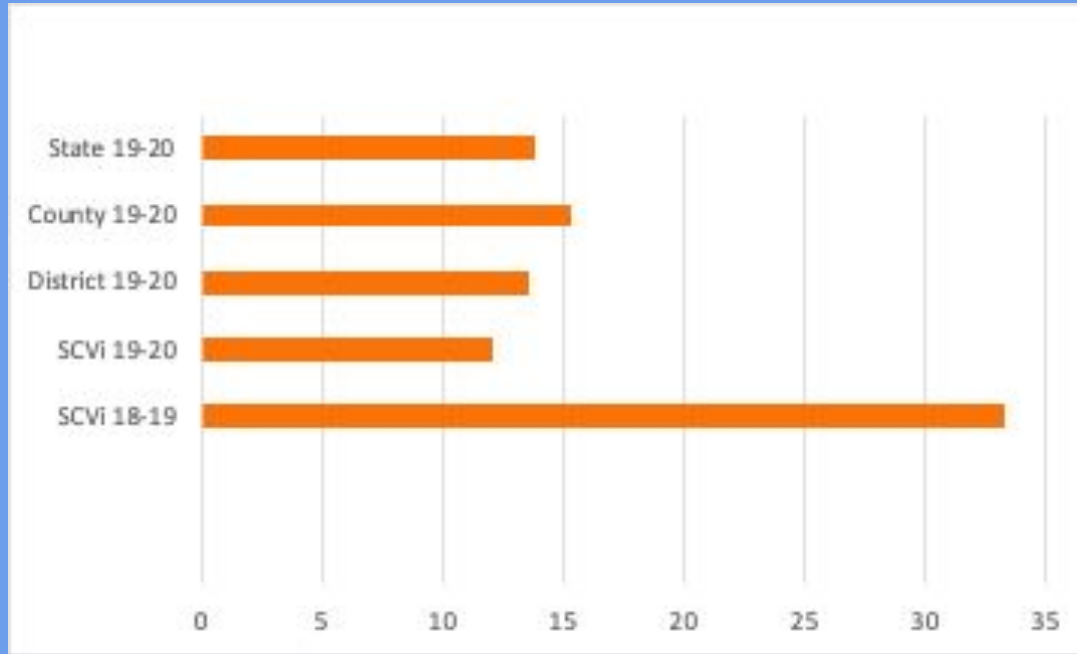
102065	2/2/2021	EMP0889--Wood, Donna	324.84	5940--Postage Expense	Petty Cash- Postage
102066	2/10/2021	AETN000--Aetna	8,070.94	3401--Health & Welfare Benefit	EE Benefits 2.21
102067	2/10/2021	AFLA000--AFLAC	5,862.58	3401--Health & Welfare Benefit	EE Benefits 11.20
102068	2/10/2021	CIGN000--Cigna Healthcare	2,610.47	3402--Health & Welfare Benefit	EE Benefits 2.21
102069	2/10/2021	KAIS000--Kaiser Foundation Health Plan	22,486.08	3401--Health & Welfare Benefit	EE Benefits 2.21
102070	2/10/2021	LEGA003--Legal Shield	318.30	3402--Health & Welfare Benefit	EE Benefits 01.31.21
102071	2/10/2021	LIFE000--Life Insurance Company of North America	874.46	3402--Health & Welfare Benefit	EE Benefits 12.20
102072	2/10/2021	MAKE000--Maker Learning Network	25,875.35	9250--AR - Due to/from iLEAD S	HSA Enrollments
102073	2/10/2021	MESV000--MES Vision	626.90	3402--Health & Welfare Benefit	EE Benefits 2.21
		<b>SCVi Main Account Total</b>	<b>911,862.07</b>		
<b>Total for SCVi Main</b>					
Voided - 101598	1/7/2021	KIDA003--Kid Advance Montessori [P]	-471.43	4335--Home Study Stipend	SCVi - EMR - September - Curriculum
Voided - 101780	12/22/2020	CREA004--Creative Mathematics	0.00	4120--Core Curriculum - Softwa	Educational Supplies
Voided - 101781	12/22/2020	HOME003--Home Depot Credit Services	0.00	5630--Repairs & Maintenance -	Facilities Supplies
Voided - 101781		HOME003--Home Depot Credit Services	0.00	5630--Repairs & Maintenance -	Facilities Supplies
Voided - 101877	12/16/2020	CREA008--Creative Learning Place Inc.	-560.00	4335--Home Study Stipend	SCVi- VCI - November - Curriculum
Voided - 101927	12/22/2020	HOME003--Home Depot Credit Services	-276.50	5630--Repairs & Maintenance -	Facilities Supplies
Voided - 101927		HOME003--Home Depot Credit Services	-276.50	5630--Repairs & Maintenance -	Facilities Supplies



**Company Name:** Santa Clarita Valley International School  
**Report Name:** Santa Clarita Valley International  
**Report Title 2:** Check Register - SCVi :Lunch  
**Footer Text:** 12/8/2020 - 02/11/2021  
**Created On:** 2/12/2021  
**Location:** 110--Santa Clarita Valley International - Lunch Account

Check Number	Date	Vendor	Amount	GL account/Account label	Memo
3383	12/15/2020	ETP0000--ETP, Inc	450.00	4720--Food Supplies	Cafe- Grease Interceptor
3384	12/15/2020	PRUD000--Prudential Overall Supply	93.94	4740--Cafe Other Supplies	SCVi - Cafe Cleaning Supplies
3385	1/20/2021	KOOL000--Kool It Refrigeration	195.00	5630--Repairs & Maintenance -	Fridge Repairs
3386	1/20/2021	SOUT000--South Coast Air Quality Management District	217.32	4740--Cafe Other Supplies	Annual Renewal Fees
		<b>Total for SCVi Lunch</b>	<b>956.26</b>		

## SCVi Reclassification Rates (Percentage)



# New Programs

Brain Pop ELL

<https://educators.brainpop.com/video/brainpop-ell-overview-video/>

ELLEAVATION

[https://learn.ellevationeducation.com/ENG-08-08-2018-Strategies-Success\\_Strategies-Intro-for-Classroom-Teachers.html](https://learn.ellevationeducation.com/ENG-08-08-2018-Strategies-Success_Strategies-Intro-for-Classroom-Teachers.html)

SCVi Charter School  
School/Studio Directors' Report - Nicole Padovich & Nessa Roffredo  
February 17, 2021

## Curriculum and Instruction

- Small cohort of learners returning to campus for in person instruction
  - TK/K will be returning for support on Feb. 22nd
  - We hope to continue to allow for small cohorts to follow

## Presentations of Learning

Project Board			
Grade Level Team:	Title:	Driving Question:	POL Date:
K/1	Plant Happiness Project	How can we use plants to spread happiness?	April
2/3	Inventors & Inventions	What can I invent that will help my community?	April
4/5	Imagineering in a Box	How can we develop a visually appealing land that tells a story and evokes an emotional response to our guests of all ages.	February 5 & Feb11
6th	Create Your Own Civilization	How can we take information from Ancient Civilizations, math concepts we are learning about and current environmental concerns to create a Civilization on Earth that will address present day issues and thrive and survive well into the future?	March
7th	Personal Code	(Based on the religions and philosophies of Ancient/ Medieval China) What personal code do we follow to help us interact with the world?	2/16-2/18

8th	Aeronautics Project	How can we get out of our houses and fly?	March/April
9th	To Kill a Mockingbird /The Hate U Give	How can literature help us develop empathy for others and become advocates for equity?	April
10th	Personal Project	How can I develop a unique project to explore my passions and/or interests?	April
HS 9-12	Get Lit Slam Poetry & Espresso Yourself	How can language empower people to express their own truths? (using poetry to increase literacy)	March

## **Professional Learning/Facilitator Support**

- Weekly grade level team check-ins
- Nearpod synchronous & asynchronous professional learning
- MTSS Tier 1 & Tier 2 training with iLEAD and site specific
- iLEAD CA PBL monthly series began
- Data Protocol meetings
- COVID Safety Plan and Prevention Program

## **Enrollment**

- Budgeted Enrollment – 958 (based on Feb 2020 LP)
- Current Enrollment:
  - Entire School: 936
  - Site Based Program: 774
  - Innovation/Exploration: 164

## **Other**

### **College Applications**

168 applications to over 100 different colleges.

### **Enrollment**

Enrollment Committee synergizing creating plans for enrollment increase

### **Info Nights for Prospective Parents**

Feb 4th info night for new families was well attended.

We have two more coming up before the lottery

Feb. 24th

March 10th

**Film Grant** - SCVi applied for and was awarded a \$1500.00 mini Grant from Directing Change

The film class will create 5, 1 minute films on mental health awareness. They will also plan and implement an awareness event on campus during Mental Health Awareness Month (May) and hold a screening of the youth produced films to peers and/or parents.



[SARC Home](#) » Santa Clarita Valley International

## 2019–2020 School Accountability Report Card

[Translation Disclaimer](#)

### School Accountability Report Card

### Reported Using Data from the 2019–2020 School Year

### California Department of Education

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

#### DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

#### California School Dashboard

The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

## Nessa Roffredo, Administrator

- Principal, Santa Clarita Valley International



## About Our School

SCVi offers a student-centered approach to education that focuses on project-based and social-emotional learning principles. Its curriculum is designed to equip students with the critical thinking, problem-solving, and entrepreneurial skills necessary to succeed in a 21st century world.

The school offers personalized college track planning for every student and features the Santa Clarita Valley's only International Baccalaureate program, as well as NCAA approved. CIF and athletic participation opportunities and a rigorous arts and theatre curriculum.

## Contact

Santa Clarita Valley International  
28060 Hasley Canyon Rd., Ste. 200  
Castaic, CA 91384-4577

Phone: 661-705-4820

Email: [info@scvi-k12.org](mailto:info@scvi-k12.org)

## About This School



**Contact Information (School Year 2020–2021)****District Contact Information (School Year 2020–2021)**

<b>District Name</b>	William S. Hart Union High
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<b>Phone Number</b>	(661) 259-0033
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<b>Superintendent</b>	Mike Kuhlman
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<b>Email Address</b>	<a href="mailto:mkuhlman@hartsdistrict.org">mkuhlman@hartsdistrict.org</a>
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<b>Website</b>	<a href="http://www.hartsdistrict.org">www.hartsdistrict.org</a>
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**School Contact Information (School Year 2020–2021)**

<b>School Name</b>	Santa Clarita Valley International
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<b>Street</b>	28060 Hasley Canyon Rd., Ste. 200
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<b>City, State, Zip</b>	Castaic, Ca, 91384-4577
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<b>Phone Number</b>	661-705-4820
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<b>Principal</b>	Nessa Roffredo, Administrator
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<b>Email Address</b>	<a href="mailto:info@scvi-k12.org">info@scvi-k12.org</a>
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<b>Website</b>	<a href="http://www.ileadsantaclarita.org">www.ileadsantaclarita.org</a>
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<b>County-District-School (CDS) Code</b>	19651360117234
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Last updated: 1/26/2021

**School Description and Mission Statement (School Year 2020–2021)**

Santa Clarita Valley International Charter School was the first site based, or brick and mortar, charter school in the Santa Clarita Valley. Opening in 2008 with room for only 110 learners, which left 450 on a waiting list. SCVi Charter moved locations the next year and expanded, tripling their staff and their student base; they grew to 425 learners in year two. Over the years SCVi has steadily grown, and now has 993 learners enrolled on campus.

SCVi offers a project-based TK-12 curriculum and learner-led assessment with global and culturally diverse influences. Through an inquiry-based approach to education, the students at the school “learn to learn.” This learner-centered approach utilizes teachers as facilitators to guide students through the learning process and meeting the standards and Expected Learner Outcomes (ELO's). The primary goal of our school is to help learners lead a successful and fulfilled life while contributing to the world around them. SCVi is WASC accredited, and IB DP certified.

SCVi's mission is “Free to Think. Inspired to Lead.” and vision is Through AUTHENTIC Project-Based Learning, SCVi Charter School

inspires LIFELONG LEARNERS with the skills to lead in the 21st CENTURY.

At SCVi-iLEAD we've built a model based on what we believe to be the best of all that is out there. We believe passionately in project-based learning not because it's a fad but because it goes to the heart of how kids learn. We've incorporated technology not as a spiffy add-on but as an organic part of the learning process in the 21st century.

We value and encourage leadership not just as a part of a career track but by instilling in each learner the confidence and character that inspire others.

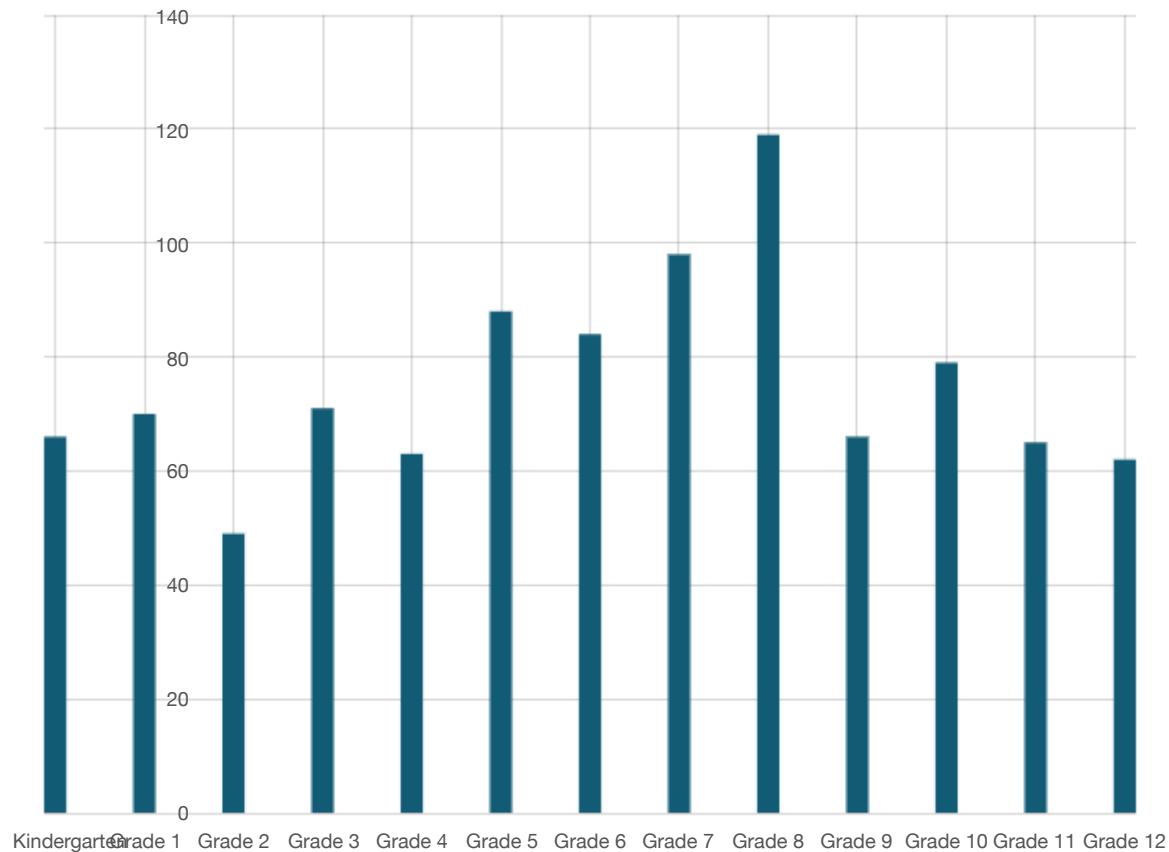
It's not unusual that we want our learners to think for themselves. But to do this requires a grounding in the arts, in design and in humanities, and the need to feel at home in the world. For us, “thinking for themselves” is not just about solving problems but about an organic vision of the world they live in and one they will inherit.

Finally, we value the social and emotional development of our learners. We believe there is an implicit, as well as an explicit, curriculum to teach. Our goal is nothing short of learning, to change the world.

*Last updated: 1/26/2021*

### Student Enrollment by Grade Level (School Year 2019–2020)

Grade Level	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9
Number of Students	66	70	49	71	63	88	84	98	119	66



Last updated: 1/26/2021

### Student Enrollment by Student Group (School Year 2019–2020)

Student Group	Black or African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latin American
Percent of Total Enrollment	3.60 %	0.20 %	1.70 %	1.40 %	32.80 %
Student Group (Other)	Socioeconomically Disadvantaged	English Learners	Students with Disabilities	Foster Youth	
Percent of Total Enrollment	21.70 %	4.30 %	16.30 %	0.20 %	

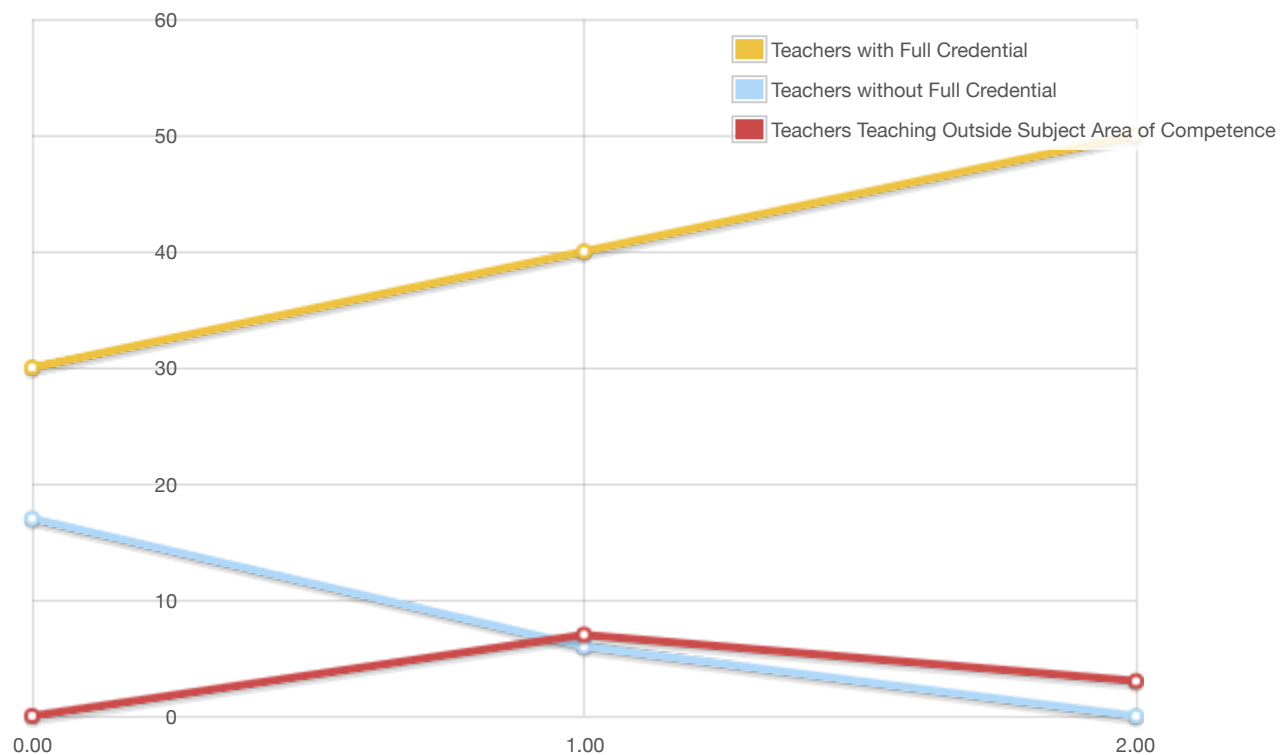
### State Priority: Basic

The SARc provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

### Teacher Credentials

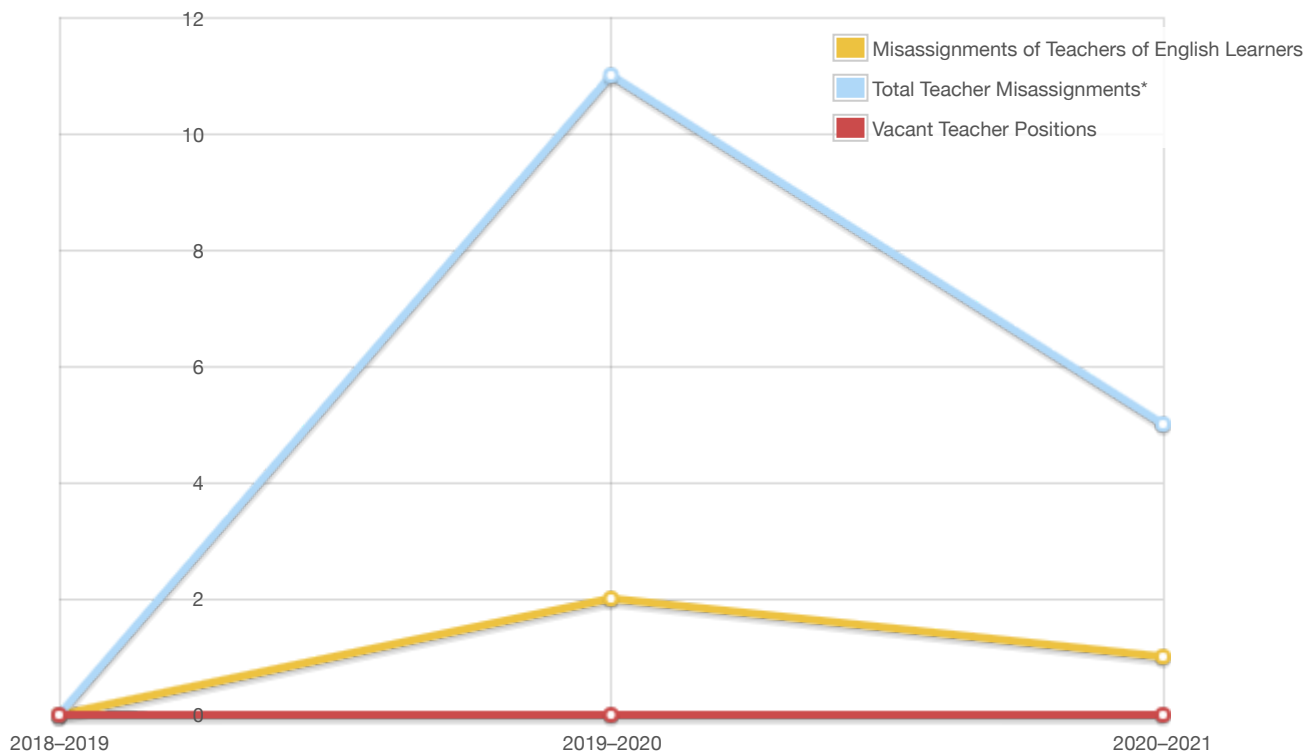
Teachers	School 2018– 2019	School 2019– 2020	School 2020– 2021	District 2020– 2021
With Full Credential	30	40	50	
Without Full Credential	17	6	0	
Teachers Teaching Outside Subject Area of Competence (with full credential)	0	7	3	



Last updated: 1/22/2021

### Teacher Misassignments and Vacant Teacher Positions

Indicator	2018–2019	2019–2020	2020–2021
Misassignments of Teachers of English Learners	0	2	1
Total Teacher Misassignments*	0	11	5
Vacant Teacher Positions	0	0	0



Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

\* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

*Last updated: 1/22/2021*

## School Facility Conditions and Planned Improvements

SCVi facilities staff ensures that the repairs necessary to keep the school in good repair and working order are completed in a timely manner. A work order process is used to ensure efficient service and that emergency repairs are given the highest priority.

Monthly walk throughs are conducted by facilities and Director to ensure all safety measures are in place and the school is in optimal order.

*Last updated: 1/26/2021*

## School Facility Good Repair Status

Using the **most recently collected** Facility Inspection Tool (FIT) data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

Year and month of the most recent FIT report: September 2020

System Inspected	Rating	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	Good	
<b>Interior:</b> Interior Surfaces	Good	
<b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation	Good	
<b>Electrical:</b> Electrical	Good	
<b>Restrooms/Fountains:</b> Restrooms, Sinks/Fountains	Good	
<b>Safety:</b> Fire Safety, Hazardous Materials	Good	
<b>Structural:</b> Structural Damage, Roofs	Good	
<b>External:</b> Playground/School Grounds, Windows/Doors/Gates/Fences	Good	

## Overall Facility Rate

Year and month of the most recent FIT report: September 2020

Overall Rating	Good
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*Last updated: 1/22/2021*

## State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### CAASPP Test Results in ELA and Mathematics for All Students

#### Grades Three through Eight and Grade Eleven

#### Percentage of Students Meeting or Exceeding the State Standard

	School	School	District	District	State	State
	2018–	2019–	2018–	2019–	2018–	2019–
Subject	2019	2020	2019	2020	2019	2020

<b>Subject</b>	<b>School 2018– 2019</b>	<b>School 2019– 2020</b>	<b>District 2018– 2019</b>	<b>District 2019– 2020</b>	<b>State 2018– 2019</b>	<b>State 2019– 2020</b>
English Language Arts / Literacy (grades 3-8 and 11)	56.0%	N/A	71.0%	N/A	50%	N/A
Mathematics (grades 3-8 and 11)	36.0%	N/A	51.0%	N/A	39%	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

*Last updated: 1/22/2021*

**CAASPP Test Results in ELA by Student Group**  
**Grades Three through Eight and Grade Eleven (School Year 2019–2020)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

*Last updated: 1/22/2021*



**CAASPP Test Results in Mathematics by Student Group****Grades Three through Eight and Grade Eleven (School Year 2019–2020)**

<b>Student Group</b>	<b>Total Enrollment</b>	<b>Number Tested</b>	<b>Percent Tested</b>	<b>Percent Not Tested</b>	<b>Percent Met or Exceeded</b>
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waives the requirement for statewide testing for the 2019–2020 school year.

*Last updated: 1/22/2021*

**CAASPP Test Results in Science for All Students****Grades Five, Eight and High School****Percentage of Students Meeting or Exceeding the State Standard**

Subject	School 2018–2019	School 2019–2020	District 2018–2019	District 2019–2020	State 2018–2019	State 2019–2020
Science (grades 5, 8, and high school)	38	N/A	44	N/A	30	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

Note: The new California Science Test (CAST) was first administered operationally in the 2018–2019 school year.

*Last updated: 1/22/2021*

**CAASPP Tests Results in Science by Student Group****Grades Five, Eight and High School (School Year 2019–2020)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A

<b>Student Group</b>	<b>Total Enrollment</b>	<b>Number Tested</b>	<b>Percent Tested</b>	<b>Percent Not Tested</b>	<b>Percent Met or Exceeded</b>
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019–2020 school year.

*Last updated: 1/22/2021*

## Career Technical Education (CTE) Programs (School Year 2019–2020)

SCVi and iLead Schools continue to put the well-being and support of our learners at the forefront of all our educational paths. CTE allows us to offer even more avenues of learner growth and engagement for those looking at a more pointed and professional based curriculum.

These courses will fit seamlessly with the mission and vision of SCVi while also holding the high standards we have for our learners. CTE courses can be taken alongside all other academic courses and help to produce rounded and driven leaders as they embark on their next steps into college or the professional world.

Performing Arts

Production & Managerial Arts

Design, Visual & Media Arts

CTE Cohort Class (must take Freshman Year)

In this class the learners will explore all avenues of CTE learning available to them within the industries in Arts Media and Entertainment

Core Classes

(one is required)

Intro to Performing Arts

Intro to Film and New Media Production

Acting

Production and Managerial Arts

Intermediate Film/Video Production

Concentrator

Collaborative Theatrical Arts

IB Film

Collaborative Theatrical Arts

IB Film

IB Film

Capstone

Collaborative Theatrical Arts Capstone

Film Capstone

Outside Internship

Collaborative Theatrical Arts Capstone  
Film Capstone  
Outside Internship

IB Film Year 2

*Last updated: 1/22/2021*

### Career Technical Education (CTE) Participation (School Year 2019–2020)

Measure	CTE Program Participation
Number of Pupils Participating in CTE	30
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	--
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	--

*Last updated: 1/22/2021*

## Courses for University of California (UC) and/or California State University (CSU) Admission

UC/CSU Course Measure	Percent
2019–2020 Pupils Enrolled in Courses Required for UC/CSU Admission	92.62%
2018–2019 Graduates Who Completed All Courses Required for UC/CSU Admission	83.12%

*Last updated: 1/22/2021*

## State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

## California Physical Fitness Test Results (School Year 2019–2020)

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
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Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-56-20 was issued which waived the requirement to administer the physical fitness performance test for the 2019–2020 school year.

*Last updated: 1/22/2021*

## State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

## Opportunities for Parental Involvement (School Year 2020–2021)

Parents are strongly encouraged to volunteer, per academic year. SCVi maintains a comprehensive list of volunteer opportunities including but not limited to the following: volunteering in the classroom/school; tutoring; attendance at meetings of the Board of Directors, or any applicable Parent group functions; participation in the planning of, or attendance at, fundraising or Academic/Arts Events; or, other activities.

At SCVi, parents play many important roles in the day-to-day operations of the school, as well as the strategic planning and overall vision of the school community.

Parents play a vital role as mentioned in the educational program of the charter. Before families enroll, they must fully understand the components of the program model. All parents must be fully aware of the type of program they are about to enroll their child in and how it works. This also gives parents an opportunity to

have any questions answered and talk to other parents that already have students in the program.

SCVi Charter School makes accommodations to meet the unique schedules of parents to ensure every opportunity for

parents to attend an orientation meeting.

Parents are strongly encouraged to attend orientations and regular parent meetings designed to keep them informed of what is happening at SCVi charter school.

Family partnerships through serious and meaningful engagement are also at the forefront of the school's progressive charge and have helped lead the way to the successful fulfillment of its mission.

SCVi offers parent group organization called iSupport. iSupport meetings are held monthly. Being a member of iSupport is a network of support for SCVi and families. If you have any questions or concerns related to upcoming events, volunteering or future iSupport meetings contact [office@scvi-k12.org](mailto:office@scvi-k12.org).

*Last updated: 1/22/2021*

## State Priority: Pupil Engagement

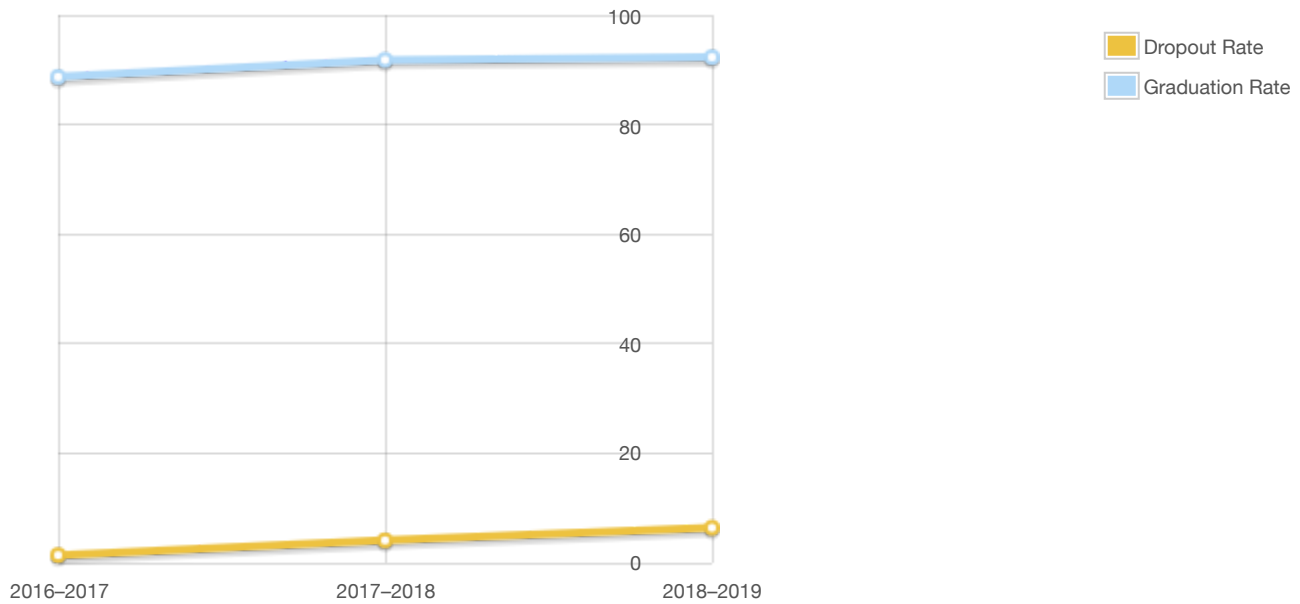
The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates; and
- High school graduation rates

### Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2016– 2017	School 2017– 2018	School 2018– 2019	District 2016– 2017	District 2017– 2018	District 2018– 2019	State 2016– 2017	State 2017– 2018	State 2018– 2019
Dropout Rate	1.40%	4.10%	6.40%	7.90%	7.20%	5.40%	9.10%	9.60%	9.00%
Graduation Rate	88.70%	91.80%	92.30%	--	84.50%	87.50%	82.70%	83.00%	84.50%

### Dropout/Graduation Rate (Four-Year Cohort Rate) Chart



Last updated: 1/22/2021

## State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

### Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Rate	Suspensions	Expulsions
<b>School 2017-2018</b>	2.70%	0.00%
<b>School 2018-2019</b>	0.90%	0.00%
<b>District 2017-2018</b>	1.60%	0.10%
<b>District 2018-2019</b>	1.70%	0.10%
<b>District 2017-2018</b>	3.50%	0.10%
<b>District 2018-2019</b>	3.50%	0.10%

**State 2017-2018**

**Suspensions and Expulsions for School Year 2019-2020 Only**

**State 2018-2019** (data collected between July through February, partial school year due to the COVID-19 pandemic)



Rate	Suspensions	Expulsions
<b>School 2019–2020</b>	1.00%	0.00%
<b>District 2019–2020</b>	1.40%	1.00%
	2.50%	0.10%

**State  
2019–2020**

Note: The 2019–2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019–2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019–2020 school year compared to prior years.

*Last updated: 1/27/2021*

## School Safety Plan (School Year 2020–2021)

It is the vision of SCVi to provide a safe learning environment for all of our learners, staff and families. It is our goal to provide a safe learning space, where families feel comfortable leaving their learners for the day, knowing they will be protected and kept safe. It is a place where learners feel welcomed and comfortable. A place where learning is the focus and safety is not a concern.

The Purpose of the SCVi Operations Plan (EOP) is to identify and respond to incidents by outlining responsibilities and duties of all scvi employees. Developing, maintaining and exercising the plan empowers employees to respond quickly and knowledgeably in the case of an incident or an emergency. The plan identifies the roles for all staff, faculty, learners, and other key stakeholders including their respective responsibilities before, during, and after an incident.

This plan provides parents and other community members with assurance that SCVi has developed and established guidelines and procedures to respond to an incident or a hazard in an effective way.

The developed guideline and procedures for dealing with existing and potential learners and school incidents are defined in the plan. The basic plan and the functional and hazard-specific annexes outline an organized, systematic method to prevent, prepare for, respond to, and recover for an incident. The safety plan was last reviewed in 2020.

*Last updated: 1/22/2021*

**The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.**

## Average Class Size and Class Size Distribution (Elementary) School Year (2017–2018)

Grade Level	K	1	2	3	4	5	6	Other**
Average Class Size							17.00	
Number of Classes * 1-20							4	
Number of Classes * 21-32							5	

**Number of Classes \* 33+** \* Number of classes indicates how many classes fall into each size category (a range of total students per class).

\*\* "Other" category is for multi-grade level classes.

### Average Class Size and Class Size Distribution (Elementary) School Year (2018–2019)

Grade Level	K	1	2	3	4	5	6	Other**
Average Class Size					22.00	38.00	26.00	
Number of Classes * 1-20					6	6	7	
Number of Classes * 21-32						6	4	
							2	

**Number of Classes \* 33+** \* Number of classes indicates how many classes fall into each size category (a range of total students per class).

\*\* "Other" category is for multi-grade level classes.

### Average Class Size and Class Size Distribution (Elementary) School Year (2019–2020)

Grade Level	K	1	2	3	4	5	6	Other**
Average Class Size	20.00						27.00	27.00
Number of Classes * 1-20	3						3	11
Number of Classes * 21-32	2							

**Number of Classes \* 33+**

\* Number of classes indicates how many classes fall into each size category (a range of total students per class).

\*\* "Other" category is for multi-grade level classes.

*Last updated: 1/29/2021*

**Average Class Size and Class Size Distribution (Secondary) (School Year 2017–2018)**

Subject	English	Mathematics	Science	Social Science
<b>Average Class Size</b>	6.00	6.00	7.00	7.00
<b>Number of Classes * 1-22</b>	47	53	35	27
<b>Number of Classes * 23-32</b>	3	8	5	5
			1	

**Number of Classes \***  
**33+**

\* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

**Average Class Size and Class Size Distribution (Secondary) (School Year 2018–2019)**

Subject	English	Mathematics	Science	Social Science
<b>Average Class Size</b>	8.00	7.00	7.00	8.00
<b>Number of Classes * 1-22</b>	63	67	54	48
<b>Number of Classes * 23-32</b>	7	9	5	7
	1	1	1	1

**Number of Classes \***  
**33+**

\* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

**Average Class Size and Class Size Distribution (Secondary) (School Year 2019–2020)**

English	Mathematics	Science	Social Science
27.00	25.00	25.00	25.00
13	13	13	13

**Subject****Average Class Size****Number of Classes \*****1-22****Number of Classes \*****23-32****Number of Classes \*****33+**

\* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

*Last updated: 1/29/2021***Ratio of Pupils to Academic Counselor (School Year 2019–2020)**

Title	Ratio
Pupils to Academic Counselor*	245.0

\*One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

*Last updated: 1/29/2021***Student Support Services Staff (School Year 2019–2020)**

Number of FTE* Assigned to School	
Counselor (Academic, Social/Behavioral or Career Development)	4.00
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	2.00
Social Worker	1.00
Nurse	1.00
Speech/Language/Hearing Specialist	1.00
Resource Specialist (non-teaching)	
Other	

\*One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

*Last updated: 1/29/2021*

### Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2018–2019)

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$10555.58	\$9666.17	\$889.42	\$53630.40
District	N/A	N/A	--	\$80182.00
Percent Difference – School Site and District	N/A	N/A	--	1.50%
State	N/A	N/A	\$7750.12	\$90287.00
Percent Difference – School Site and State	N/A	N/A	0.11%	0.60%

Note: Cells with N/A values do not require data.

*Last updated: 1/29/2021*

### Types of Services Funded (Fiscal Year 2019–2020)

SCVi has a student support system that includes an educational specialist, Occupational Therapy, counseling, speech and EL support. We believe in inclusion where the majority of the support takes place in the general education classrooms. Our facilitators and CARE Team staff receive training throughout the year and work closely with the educational specialist and to provide classroom support and target areas of need. In addition, the teams meet weekly for professional development and to plan strategies for upcoming projects and conferring workshops and facilitators work closely with the families to add more support at home.

As a project-based learning school, the projects/curriculum is planned with differentiation in mind to address various needs of the learners and there are always opportunities for voice and choice for ultimate engagement. We have also purchased specific educational curriculum and online resources to assist learners in the areas of math and ELA.

NWEA MAP Assessments are given three times a year to target areas of growth and areas where extra support is needed.

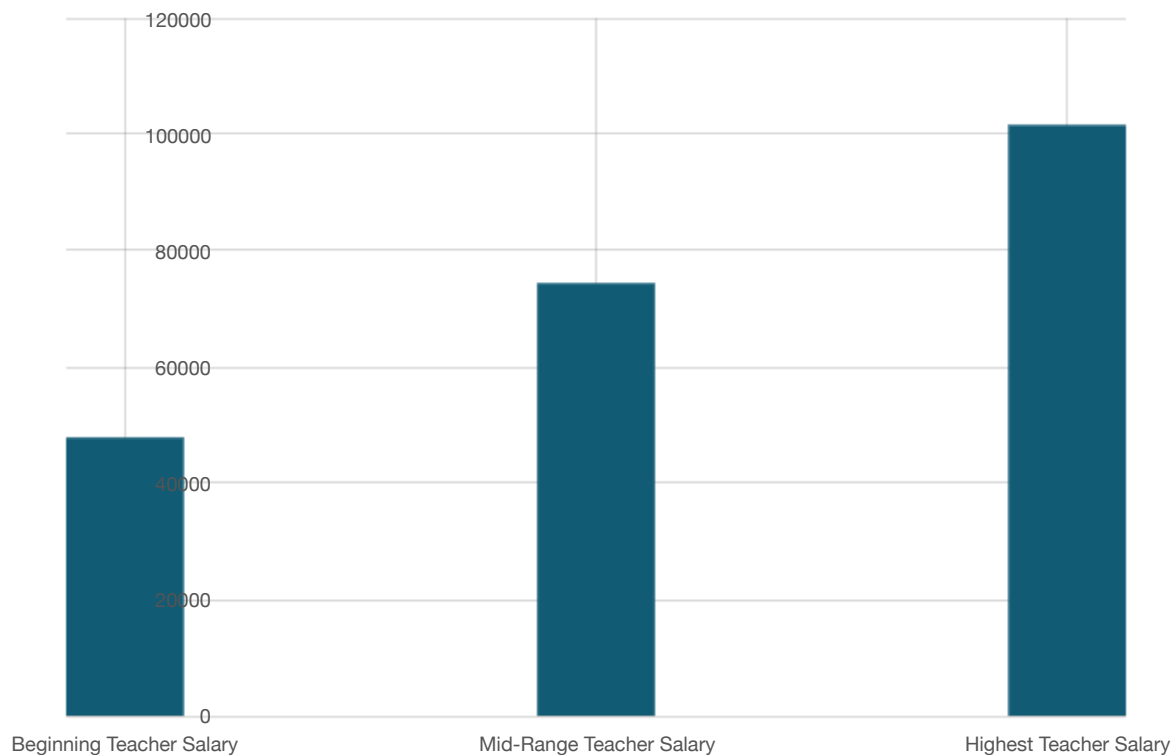
Each week we hold afterschool workshops that provide additional support for math and ELA in a fun and engaging way and also in small group workshops.

*Last updated: 1/29/2021*

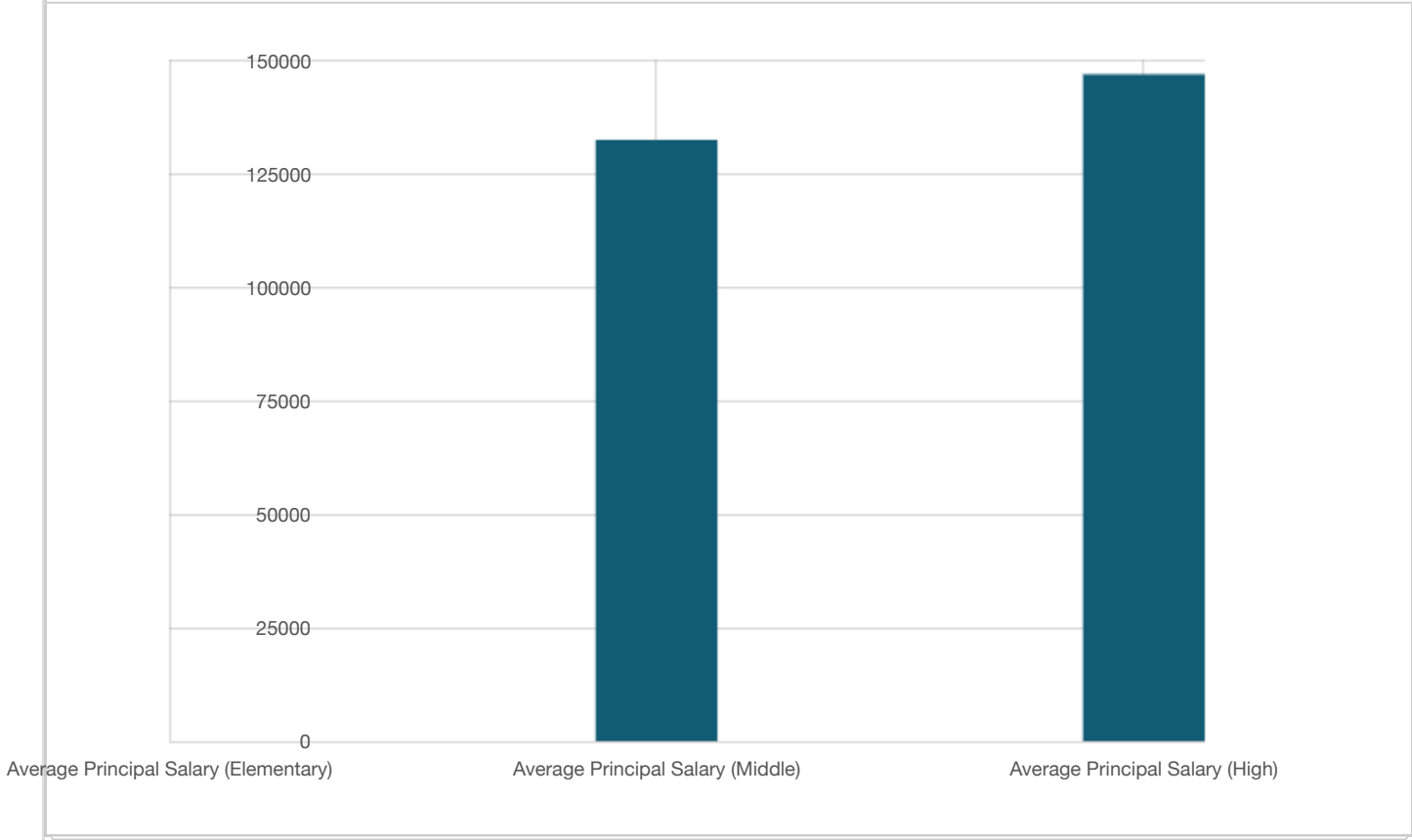
**Teacher and Administrative Salaries (Fiscal Year 2018–2019)**

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$47,874	\$52,670
Mid-Range Teacher Salary	\$74,411	\$89,660
Highest Teacher Salary	\$101,625	\$112,761
Average Principal Salary (Elementary)	\$	--
Average Principal Salary (Middle)	\$132,332	\$142,638
Average Principal Salary (High)	\$146,770	\$158,074
Superintendent Salary	\$246,528	\$250,285
Percent of Budget for Teacher Salaries	31.00%	32.00%
Percent of Budget for Administrative Salaries	4.00%	5.00%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at <https://www.cde.ca.gov/ds/fd/cs/> .

**Teacher Salary Chart**

Principal Salary Chart



Last updated: 1/28/2021



## Advanced Placement (AP) Courses (School Year 2019–2020)

Percent of Students in AP Courses 3.30%

Subject	Number of AP Courses Offered*
Computer Science	1
English	3
Fine and Performing Arts	1
Foreign Language	0
Mathematics	2
Science	2
Social Science	1
Total AP Courses Offered*	10

\*Where there are student course enrollments of at least one student.

*Last updated: 1/22/2021*

## Professional Development

Measure	2018– 2019	2019– 2020	2020–2021
Number of school days dedicated to Staff Development and Continuous Improvement	58	61	61

Questions: SARC TEAM | [sarc@cde.ca.gov](mailto:sarc@cde.ca.gov) | 916-319-0406

California Department of Education  
1430 N Street  
Sacramento, CA 95814



**Santa Clarita Valley**

**International Charter**

**COVID-19 Safety Plan**

**And**

**COVID-19 Prevention Program**

**February 2021**

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## **PURPOSE**

In an effort to protect the health and safety of our employees, the Santa Clarita Valley International Charter (SCVi) has prepared a COVID-19 prevention program ("Program") intended to provide information related to the prevention of coronavirus, describe SCVi Charter policies, procedures and practices to keep employees safe, and to help prevent the spread of coronavirus in the workplace.

This Program is applicable during the current COVID-19 public health emergency. The protocols outlined in this document will be modified based on the ongoing and updated guidance from the Center for Disease Control ("CDC"), state and local public health agencies, and SCVi operations.

The Prevention Program is intended to comply with state and local law regarding employees' safety including Labor Code §6400 which requires that every employer must furnish employment, and a place of employment that is safe and healthful for the employees therein.

The Director of SCVi has overall responsibility for managing the SCVi COVID-19 Prevention Program. In addition, SCVi expects all supervisors to implement and maintain the Program in their departments and assigned areas.

## **SCOPE**

This policy applies to all SCVi employees. It contains general prevention best practices, as well as SCVi policies and procedures related to COVID-19 in the workplace.

## **WHAT IS COVID-19**

COVID-19 is caused by the coronavirus SARS-CoV-2. COVID-19 is a new disease, caused by a novel (or new) coronavirus that has not previously been seen in humans.

COVID-19 affects people in different ways. Infected people have reported a wide range of symptoms - from mild symptoms to severe illness. Some infected individuals have no symptoms at all. Symptoms may appear 2 to 14 days after exposure to the virus. Symptoms of COVID-19 may include:

- Fever
- Chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches.
- Headache
- Loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea and vomiting
- Diarrhea

Laboratory testing is necessary to confirm an infection.

## **COVID-19 TRANSMISSION**

The virus that causes COVID-19 is thought to spread mainly from person to person through respiratory droplets produced when an infected person vocalizes, exhales, coughs or sneezes. These droplets can enter the respiratory tract (mouth, nose, and lungs) of people who are nearby and cause infection. Particles containing the virus can travel more than 6 feet, especially indoors, so physical distancing must be combined with other controls, including wearing face coverings and hand hygiene, to be effective. Spread is more likely when people are in close contact with one another (i.e., within six feet) while not wearing face coverings.

Although it is not considered to be the primary way the virus spreads, transmission may be possible by touching a surface or object that has the virus on it, and then touching their own mouth, nose, or eyes.

## **INFECTION PREVENTION MEASURES – CONTROL OF COVID-19 HAZARDS**

SCVi, to the extent possible, will implement the following guidelines and practices to mitigate employee exposure to the coronavirus in the workplace:

1. Where possible encourage and require remote work.
2. Use of video and/or telephonic meetings, and the establishment of guidelines for maintaining a distance of at least six feet between persons, whenever possible.
3. Distribute posters, notices, and/or signage to each work site to be displayed in common areas that provide physical distancing guidelines.
4. Encourage sick employees to stay home.
5. If an employee becomes symptomatic with COVID-19 while at work, they will be asked to leave the workplace and seek medical treatment, depending on the symptoms.
6. SCVi will adhere to state guidance and local public health recommendations regarding the prearrangement of office and workplace furniture to maintain physical distancing.
7. To the extent supplies are in stock and readily available for distribution, employees will have access to appropriate hygiene products in the workplace.
8. SCVi encourages frequent hand washing with soap for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility. Hand sanitizer doesn't work if the hands are soiled so every effort must be made to wash hands before applying hand sanitizer.
9. Provide and require employees to use face coverings. Face coverings must be worn at all times, unless an SCVi employee is alone in an office or room that is not shared with others. Note: Face coverings are not considered respiratory or personal protective equipment ("PPE"), but combined with physical distancing, they help prevent infected persons without symptoms or who are pre-symptomatic from unknowingly spreading the coronavirus.
10. SCVi will maximize, to the extent possible, the quantity of outside air into our buildings and workplaces with mechanical or natural ventilation.
11. SCVi will place signs and/or instructions in common areas (for example, reception area, break rooms, public common areas, et cetera) to communicate physical distancing requirements and to provide other COVID-19 infection prevention information to the general public entering the workplace, the work site and buildings.

## **INVESTIGATION, IDENTIFICATION AND CORRECTION OF COVID-19 HAZARDS**

SCVi takes seriously its obligation to locate, identify and correct potential COVID- 19 hazards in the workplace. SCVi will have a COVID Task Force Team that investigates and Identifies COVID hazards and works to remediate the hazard. The following will be implemented:

COVID 19 Team:

- ❑ Site Operations Director- Nicole Padovich
- ❑ Office Manager - Donna Wood
- ❑ Facilitator - Alan Kingsley
- ❑ Custodial - Mark Watson
- ❑ School Health Care Assistant - Carolina Jimenez

The Covid 19 team will:

1. Evaluate employee workspaces for potential hazards. Employees are encouraged to identify and bring to management's attention potential COVID-19 hazards in their workspace.
2. Conduct inspections of the facility to identify and correct potential hazards that exist in common areas, high traffic areas, and other areas frequented by employees and the public.
3. Evaluate site policies, procedures, work practices, and staffing issues to determine whether any of our processes or policies can be changed or amended to reduce or eliminate COVID-19 hazards.
4. Conduct workplace specific evaluations of hazards following any positive COVID-19 case in the workplace, and identify and eliminate COVID-19 hazards.
5. In order to protect employees in the workplace it will also investigate each positive COVID-19 case to help identify those employees who were in close contact with the infected employee, and require all those potentially exposed to quarantine as required by law.
6. Regularly evaluate the workplace for compliance with this program.
7. Unsafe and unhealthy hazards, work conditions, practices, policies or procedures will be documented and corrected in a timely manner based on the severity of the hazards. Correction priority and correction times will be based on the immediacy of the unsafe or unhealthy hazard.

## **EMPLOYEE RESPONSIBILITIES**

During the COVID-19 public health emergency, SCVi employees have a collective responsibility to ensure the protection of all people in the workplace, to comply with SCVi policies and the latest local public health guidelines to mitigate coronavirus risk to themselves and anyone visiting the work site.

Employees have the following affirmative responsibilities:

1. Employees must self-screen for COVID-19 symptoms prior to entering the facility for their shift using their site's wellness screening form. Employees should stay home and seek medical treatment if they experienced any of the following symptoms in the past 48 hours:
  - fever of 100.4 degrees fahrenheit or higher
  - feeling feverish (chills/sweating)
  - new cough (different from baseline)
  - shortness of breath

- muscle or body aches
- diarrhea or vomiting
- new loss of taste or smell

Employees must immediately report any symptoms of COVID-19 they experience whether the symptoms developed while at work or elsewhere. Employees must also promptly disclose positive COVID-19 tests.

2. An employee must stay home if they are sick, follow public health agency guidelines, and contact their supervisor or manager for further instructions.
3. Employees who are out ill with fever, cough, shortness of breath, or other acute respiratory symptoms that affect normal breathing who have not been tested for the COVID-19 virus or who have tested negative for the COVID-19 virus, must consult with their physician and their manager before physically returning to work.
4. Employees must cooperate with SCVi in any investigation related to the onset of illness, date of symptoms, others with whom the employee had close contact, and coronavirus testing among other topics. The investigation will help SCVi to identify employees who may have been exposed and quarantine them so there is no further workplace exposure.
5. Employees who test positive for the COVID-19 virus must not return to work until the following occurs:

When Symptomatic

- At least 10 days have passed since COVID-19 symptoms first appeared
- At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever and reducing medications;
- COVID-19 symptoms have improved.

When Asymptomatic

Employees who test positive, but never developed COVID-19 symptoms shall not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.

6. Employees who return to work following an illness must promptly report any recurrence of symptoms to their immediate supervisor.
7. Employees shall practice physical distancing, wear face coverings and remain at least 6 feet apart when practicable. Ways to maintain physical distancing include working from home when practicable, and by using video or telephonic meetings as much as possible.
8. Employees must avoid shared workspaces (desks, offices, and cubicles) and work items (phones, computers, other work tools, and equipment) whenever possible. If employees must share workspaces, clean and disinfect shared workspaces and work items before and after use.
9. Employees shall wash hands with soap and water for at least 20 seconds and/or use hand sanitizer after interacting with people and after contacting shared surfaces or objects.
10. Employees shall cover coughs and sneezes, and avoid touching eyes, nose, and mouth with unwashed hands.
11. Employees must avoid sharing personal items with co-workers (for example, dishes, cups, utensils, towels).
12. Employees shall notify their manager or supervisor if any washing facilities do not have an adequate supply of suitable cleaning agents, water, single-use towels, or blowers.

13. Employees shall not bring cleaning products and/or disinfectant into the workplace that have not been approved by SCVi.

### **PERSONAL PROTECTIVE EQUIPMENT**

While engineering and administrative controls are considered more effective in minimizing exposure to COVID-19, personal protective equipment (PPE) may also be needed to prevent certain exposures. While correctly using PPE can help prevent some exposures, it should not take the place of other prevention strategies. Examples of PPE include gloves, goggles, face shields, face masks, and respiratory protection, when appropriate. During the outbreak of infectious diseases, such as COVID-19, recommendations for PPE specific to occupations or job tasks may change depending on the updated risk assessments for workers, and information on PPE effectiveness in preventing the spread of COVID-19.

#### **Face Covering**

- Employees, learners, and anyone visiting sites will make sure to wear a fresh face covering everyday.
- Cloth face covering should be washed and cleaned after a day's use.
- Families are reminded to wash and clean their child's face covering.
- Face covering must cover both mouth and nose.
- SCVi will supply all necessary and required PPE, including face coverings.
- SCVi will clean any soiled PPE and replace any damaged PPE.
- If employees wish to use additional PPE, they should initiate the request with their direct supervisor.
- Signs will be posted at all entrances and throughout the site to remind everyone on site to wear a face covering.
- A medical grade mask will be provided to any employee caring for sick children or who has close contact with any child with a medical condition that precludes the child's use of a cloth face covering.

#### **Face Shields**

- Employees that work one on one with learners in close proximity will be provided a face shield.
- Employees working with a learner in a one on one setting should keep their face shield on at all times.

#### **Clear Plexiglass Barriers**

- Employees doing individual testing may utilize a plexiglass barrier during testing.
- Front offices will be provided plexiglass barriers as an added measure of protection when face to face interactions occur.

### **PHYSICAL DISTANCING**

SCVi will maintain signs and notices to ensure physical distancing is in place.

- SCVi has determined the maximum number of employees based on maintaining six feet of social distancing.
- The maximum number of learners in a cohort classroom to maintain social distancing is twelve with an additional two adults allowed. (Per the LACPHD T1 Appendix updated 12/28/2020)



- All work areas are configured for six feet of social distancing.
- SCVi has looked at room usage and determined the maximum capacity based on 6 feet of social distancing..
- Social distancing markers will be placed at the entrances to sites.
- SCVi has determined a flow of traffic pathways, that will be indicated by arrows and social distancing markers highlighting the flow of traffic.
- Staff will be deployed in designated areas during high traffic times to help learners maintain six feet of social distancing.
- Stairways will be designated with up and down paths of travel.
- Elevators will have a maximum capacity of one occupant, unless there is a need to assist another person.

### **Hygiene Practices**

SCVi places a high priority on good hygiene practices and will encourage all employees and learners to practice the following:

- Ethyl alcohol-based (contains at least 60% ethanol) hand sanitizer will be available at all entrances.
- At arrival, everyone will be encouraged to use hand sanitizer prior to entering the site.
- Hand washing will be available on campus. (Bathrooms/Break Rooms/Classrooms if equipped/ Handwashing stations)
- Employees and learners will be given frequent opportunities to wash their hands.
- Employees will model good hand washing techniques to learners including:
  - Using soap
  - Rubbing thoroughly
  - Washing for 20 seconds
  - drying hands, for a safe and complete practice

### **CLEANING AND DISINFECTION POLICY AND PRACTICE**

SCVi recognizes that high traffic and high touch common areas in the workplace need frequent cleaning and disinfecting to limit the spread of the COVID-19 virus.

SCVi will assign personnel and establish routine schedules to clean and disinfect common areas and objects in the workplace. This includes, but is not limited to, copy machines, containers, counters, tables, desks, chairs, benches, door handles, knobs, drinking fountains, refrigerators, restroom and bathroom surfaces, and trash cans.

The process of disinfecting includes providing disinfecting products that are EPA approved for use against the virus that causes COVID-19 and following the manufacturer's instructions for all cleaning and disinfection products (for example, safety requirements, PPE, concentration, contact time).

#### **Disinfectant Supplies:**

- Work areas will be provided with disinfectant wipes.
- Work areas, break rooms, entrances, and high traffic areas will be provided with Ethyl alcohol-based (contains at least 60% ethanol) hand sanitizer.

- High touch items like drinking fountains will be out of use.
- Playground equipment may be used if it is disinfected between cohort use.
- Only approved EPA cleaning products for school will be used.
- Custodial and other staff responsible for cleaning and disinfecting school surfaces and objects are trained on manufacturer's safety data sheets, Cal OSHA requirements for safe use, and as required by the Healthy Schools Act, as applicable.
- Custodial staff and other staff responsible for cleaning and disinfecting are equipped with appropriate personal protective equipment, including gloves, eye protection, respiratory protection and other appropriate protective equipment as required by the product.
- The EPA dwell time for our current disinfectant used by custodial staff is between 2-10 minutes.
- All cleaning products are kept out of children's reach and stored in a space with restricted access.
- Ventilation is maximized during cleaning and disinfecting to the extent feasible. If using air conditioning, use the setting that brings in fresh air. Replace and check air filters and filtration systems regularly, to ensure optimal air quality.

## **WORK SITE SAFETY MEASURES**

### **Arrival and Dismissal**

SCVi will incorporate social distancing protocols to keep staff and learners safe at arrival and dismissal. These protocols include:

- Prior to entering the campus, parents or guardians will use Health Attend app to complete a wellness check for their child;
- Site assigned personnel will monitor completion and answers of the wellness survey;
- Signs will be posted to remind staff and learners to wear a mask, social distance, and what are symptoms of COVID-19;
- Social distancing markers will be in place to keep staff and learners 6 feet apart;
- Ethyl alcohol-based hand sanitizer (contains at least 60% ethanol) will be in place at all entrances to the site.

### **Meetings**

- All meetings should take place via teleconferencing (ie. Zoom, Google Meets).
- Digital Files are to be used as much as possible to reduce face to face contact.

### **Workrooms, Production Centers, and Shared Copiers**

- Workroom maximum capacity and marked at the entrance.
- After using copiers wipe down the area touched with provided disinfectant wipes.
- Commonly shared items, like pens, will be removed at this time.
- When using any other equipment or work table, wipe down before and after use.

### **Tools/Supplies/Equipment**

- Employees and learners should avoid sharing items.
- To the extent possible, each employee will be provided with their own tools, supplies, or equipment needed to complete their job.

- If any tools, supplies, or equipment must be shared, it will be disinfected before and after use.

### **Important Hygiene Practices**

- Wash hands frequently. Wash stations are available throughout the campus.
- Utilize Ethyl alcohol-based hand sanitizer that contains at least 60% ethanol. Hand sanitizer is available in common areas, workroom, breakroom, and entrances/exits.

### **Visitors**

- It would be best practice to avoid having onsite visitors.
- If there is a need for business to be conducted in person, it is best practice to conduct business outside the main office.
- All visitors must:
  - Go through a verbal wellness screening
    - Office staff will ask screening questions prior to letting visitor into the site
    - Screening questions:

Have you had any of the following symptoms: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, fever of 100.4 or higher?

- Have you been in contact with anyone that has tested positive for COVID in the past 10 days?
- Have you been diagnosed with COVID in the past 10 days?
- If the visitor answers no to all of the questions, they will be allowed in and check in using the lobby guard system.
- Limit movement on campus or designate meeting to a single building/room
- Visitors will be provided instructions regarding maintaining physical distancing and the required use face coverings when around others
- Visitors will sign out when they leave

### **Cafeteria**

- “Grab and Go” meals will be provided through a drive thru service.

### **Non-school Facility Use**

- Will be suspended until further notice

### **EXPOSURE MANAGEMENT PLAN**

When there is a suspected or confirmed case of COVID-19, the site will:

- During operational hours:
  - Send an employee home or utilize the isolation room.
  - Learners will wait in the isolation room until they can be picked up.
  - Any employee caring for sick children, or who has close contact with any child with a medical condition that precludes the child’s use of a cloth mask, will be provided a medical grade mask.
  - Relocate staff and learners in the infected area until it can be disinfected.
- After Hours:
  - The site will instruct the employee/learner to quarantine/isolate at home.
- Identify close contacts to the case through investigation. The Director and/or COVID 19

Team will utilize the iLEAD COVID Response/fillable form see appendix A.

- Immediately notify exposed employees and families of learners. (Links with information on isolation and quarantine will be in the notification letter.)
- Assure access to testing for all exposed individuals within the school as the basis for further control measures. Links to testing facilities will be in the employee or parent notification letter.
- Report all COVID-19 exposures at the school to the Department of Public Health.
  - Redcap Reporting Portal <https://dphredcap.ph.lacounty.gov/surveys/?s=RERMHDTWAR>
  - Completing the COVID-19 Case and Contact Line List for the Educational Sector [http://publichealth.lacounty.gov/acd/Diseases/EpiForms/COVID\\_OBlinelist\\_Education\\_Sector.xls](http://publichealth.lacounty.gov/acd/Diseases/EpiForms/COVID_OBlinelist_Education_Sector.xls)

## **RESPONDING TO CONFIRMED OR SUSPECTED COVID-19 CASES**

When required, SCVi will consult with state and local public health agencies for mitigation practices and responsible protocols. SCVi will follow the California Health Department strategies listed below for returning employees to work.

The following are considered minimum criteria for return to work and some variation may occur depending on individual cases, our local public health department, and unique circumstances.

A Negative COVID-19 test is not required in order to return to work.

### ***Symptomatic Positive:***

Employees with symptoms who are laboratory confirmed to have COVID-19.

1. At least 24 hours have passed since resolution of fever without use of fever reducing medications; and
2. At least 10 days have passed since symptom onset; and
3. Other symptoms have improved.

### ***Asymptomatic Positive:***

Employees who have never had symptoms and are laboratory confirmed to have COVID-19. A minimum of 10 days have passed since the date of their first positive COVID-19 tests being administered. If symptoms develop then the criteria for Symptomatic Positive cases will apply.

### ***Symptomatic Negative:***

Employees who had symptoms of COVID-19 but test results returned negative. Use the same criteria as Symptomatic Positive cases.

### ***Asymptomatic Negative:***

Employees who never had symptoms but were tested due to a close contact with a laboratory confirmed case patient and were negative. Employees should quarantine at home for 10 days after the last known contact with the case-patient. Symptoms can develop even after testing negative within 10 days of exposure. The local health department and Cal/OSHA may consider allowing an earlier return to work only if an employee in a critical infrastructure industry in which the essential operations of the workplace would be compromised by quarantine of the employee and no alternate staff can perform the role. It must be shown that the removal of the

employee would create an undue risk to a community's health and safety.

***Symptomatic Untested:***

Employees who have symptoms of COVID-19, and were not tested. Testing is encouraged. If an employee cannot be tested or refuses to be tested, use the same criteria for return to work as Symptomatic Positive cases.

***Asymptomatic Untested:***

Employees who had close contact to a laboratory confirmed case at work, home, or in the community and do not have symptoms or employees who refuse or are unable to be tested after close contact with a laboratory-confirmed case, despite recommendation for testing from local health department or healthcare provider, and do not have symptoms. Employees should be quarantined at home for 10 days after the last known contact with the case. Testing is highly recommended; if testing hasn't occurred the local health department and Cal/OSHA may consider allowing an earlier return to work only if an employee in a critical infrastructure industry in which the essential operations of the workplace would be compromised by quarantine of the employee and no alternate staff can perform the role. It must be shown that the removal of the employee would create an undue risk to a community's health and safety. If symptoms develop then the criteria for Symptomatic Positive cases will apply.

If an employee tests positive for COVID-19, SCVi will immediately inform co-workers of their possible exposure to COVID-19 in the workplace but maintain confidentiality as required by the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA). SCVi will also investigate any confirmed COVID-19 illness to determine and mitigate any work-related factors that may have contributed to the risk of infection.

SCVi will establish, implement, and maintain policies and procedures for COVID-19 testing of staff who had a COVID-19 exposure, who have COVID-19 symptoms, or as recommended by the local health department. SCVi will provide no cost testing during work hours to all employees who must be quarantined and excluded from the workplace as required by law.

Any school currently open is subject to the minimum testing requirement standards established by Cal/OSHA. These standards include response testing for exposed cases and outbreak testing for everyone weekly until no longer considered an outbreak. Please refer to Cal/OSHA guidance for complete details.

***The school testing section will be updated as needed based on further guidance from CDPA, consultation with labor, and/or legislative action.***

**Cleaning and Disinfecting Following a Confirmed COVID-19 Case.**

1. Temporarily close the general area where the infected employee or guest worked/visited until cleaning has been completed.
2. If possible, open outside doors and windows and use ventilating fans to increase air circulation in the area. Wait 24 hours or as long as practical before cleaning and disinfecting the area.
3. Conduct deep cleaning of the entire general area where the infected employees worked and

may have been, including break rooms, restrooms and travel areas with a cleaning agent approved for use by the EPA against the coronavirus.

4. Custodial personnel cleaning the area must be equipped with proper personal protective equipment for COVID-19 disinfection (disposable gown, gloves, eye protection, or mask, if required).

## **SYSTEM FOR COMMUNICATION**

Communication between employees and SCVi on matters relating to COVID-19 mitigation and response is important to ensure employees' safety while in the workplace. Therefore, SCVi has a communication system that is intended to accomplish clear and concise exchange of information by providing a single point of contact for managers and supervisors. Employees are encouraged to freely communicate with their supervisors and managers with regard to coronavirus symptoms, possible exposures, workplace concerns, and suggestions for correction of potential hazards without fear of reprisal.

1. All SCVi employees are encouraged to report to their immediate manager or supervisor concerns regarding COVID-19 mitigation practices or possible COVID-19 exposure in the workplace.
2. Directors and supervisors who, after assessing the concern, determine that additional guidance or assistance is required shall contact Natasha Baugh, Director of Employee Services, who will assess the report and notify essential personnel for an appropriate response.
3. If an employee has a disability, medical, or other condition that puts them at increased risk of severe COVID-19 illness and an accommodation is needed, they are encouraged to report it to Natasha Baugh, Director of Employee Services. SCVi will evaluate the request and determine, with input from the employee and health care provider, whether the employee can be accommodated.
4. When required by law, SCVi will provide COVID-19 testing to potentially exposed employees.

\*See Communications Appendix for communications procedures and letter templates.

## **MULTIPLE COVID-19 INFECTIONS AND COVID-19 OUTBREAKS**

SCVi will adhere to the following policies and practices should the workplace experience a COVID-19 outbreak or major outbreak.

***A COVID-19 outbreak is defined as 3 or more cases of COVID-19 in a 14 day period.***

***A major COVID-19 outbreak is defined as 20 or more cases of COVID-19 in a 30 day period.***

1. SCVi will provide the legally mandated COVID-19 testing to all exposed employees in the workplace except those who were not present during the period of an outbreak. The testing will be provided at no cost to the employees and will occur during working hours. An NSD employee is considered an essential worker. Essential Workers are offered free testing at LA County locations. LA County Testing Sites can be found: <https://covid19.lacounty.gov/testing/>
2. All employees will be tested as frequently as required for a COVID-19 outbreak or a major COVID-19 outbreak. Additional testing will be provided when deemed necessary by Cal/OSHA.
3. We will quarantine and exclude all COVID-19 cases and those exposed to the COVID-19 cases as set forth above in Responding to Positive or Suspected COVID-19 Cases in the Workplace.
4. SCVi will immediately investigate and determine possible COVID-19 hazards that may

have contributed to the outbreak in accordance with **Investigation**, Identification, and Correction of COVID-19 Hazards and Responding to Positive or Suspected COVID-19 Cases in the Workplace.

5. SCVi will perform a review of its COVID-19 policies, procedures, and controls and implement changes where needed. The investigation and review will be documented and include review of:
  - a. Leave policies and practices to insure employees are encouraged to remain home when sick;
  - b. COVID-19 testing process;
  - c. Insufficient outdoor air;
  - d. Lack of physical distancing, face coverings or use of other PPE;
  - e. Evaluation of mechanical ventilation, and, if possible, filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the system. We will evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other cleaning systems would reduce the risk of transmission;
  - f. Determine the need for additional respiratory protection;
  - g. Determine whether to halt some or all operations until the COVID-19 hazard has been corrected;
  - h. Implement any other control measures as required by Cal/OSHA.
6. Notify the local health department as required by law.

#### **POTENTIAL BENEFITS AVAILABLE TO EMPLOYEES WHO MUST QUARANTINE**

January 2021

The CDC, CDPH, and Los Angeles County Health Agency all provide for a quarantine period after a confirmed exposure to Covid-19, a positive test, or infection with Covid-19 symptoms, as well as after nonessential travel over 120 miles from home, and on return from travel out of the state and out of the country. If an NSD employee is required to quarantine, there are a number of paid and unpaid leaves available, depending on the circumstances.

Although the Families First Coronavirus Response Act leaves have expired, effective December 31, 2020, employees are encouraged to consult these sources as to their specific circumstances:

#### **REPORTING, RECORDKEEPING, AND ACCESS**

SCVi is committed to following all local and state law requiring reporting, recordkeeping, and access to records. It is our policy to:

1. Record and track all COVID-19 cases, including the date of a positive test, as required by law. The record will be made available to employees, authorized employee representatives, or as otherwise required by law. All identifying information will be removed prior to providing access.
2. Report information about COVID-19 cases to the local health department when required by law and to provide the local health department all requested information.
3. Immediately report to Cal/OSHA any COVID-19 related serious illness or death, as defined by

law, occurring in the workplace.

4. Keep and maintain records of SCVi's efforts to implement the written COVID-19 Prevention Program.
5. Make the COVID-19 Prevention Program available to employees, authorized employee representatives, and to Cal/OSHA immediately upon request.

#### **EMPLOYEE TRAINING**

SCVi will provide information and training in the general description of COVID-19, symptoms, when to seek medical attention, how to prevent the spread, and the employer's procedures for preventing its spread at the workplace. The training may consist of reviewing written documentation, in-person presentation, online video training and/or acknowledgment of receipt of SCVi COVID-19 prevention program.

Employees will be notified of the training and all employees are required to participate.

**All Employees will receive a copy of this protocol via paycom app and it will be posted on school websites.**



# Coronavirus (COVID-19)

Response

Plan

Use this Response Plan to guide the actions you need to take and the communications you'll need to send if your site is impacted by COVID-19.

## Choose the Scenario that Best Fits Your Situation

### Direct COVID-19 Illness Scenarios

- ☐ [A staff member or learner has been presumed positive or has tested positive for COVID-19](#)
- ☐ [A staff member or learner is being tested for COVID-19](#)
- ☐ [A staff member or learner's household member has symptoms or tested positive](#)
- ☐ [A staff member or learner is in mandatory isolation](#)
- ☐ [A staff member or learner is in](#)  
[voluntary isolation](#)

### Other COVID-19 Scenarios

- ☐ [The local/federal government or health department has mandated that our site must close](#)
- ☐ [A school in my community has closed or there are confirmed/presumed cases of COVID-19 in the community](#)
- ☐ [I'm worried I don't have enough staff](#)

Don't see your scenario? Check the [Home quarantine Instructions](#) mail [ERT@ileadschools.org](mailto:ERT@ileadschools.org).

**A staff member or learner has been presumed positive or tested positive for COVID (Assume your site maybe closing, but follow directions below)**

Site Leadership/ Illness Prevention Team Actions	<ul style="list-style-type: none"> <li>❑ Email Emergency Response Team at <a href="mailto:ERT@ileadschools.org">ERT@ileadschools.org</a> letting them know you had a positive test and complete the <a href="#">fillable form</a> with all necessary details (if you did not submit the form when you learned they were sick or being tested).</li> <li>❑ Call your local <a href="#">Health Department</a> (877)777-5799 for notification and guidance.</li> <li>❑ If an employee has tested positive provide an update to the email <a href="mailto:ERT@ileadschools.org">ERT@ileadschools.org</a>.</li> <li>❑ If you don't get immediate response from DPH, close area impacted until notified.</li> <li>❑ Inform staff and families using the family letter communication below (if applicable).</li> <li>❑ Note: The site and/or the classroom with immediate contact may be required to remain closed for an <a href="#">extended period (up to 14 days)</a>. Follow the guidance of your local health department and contact <a href="mailto:ERT@ileadschools.org">ERT@ileadschools.org</a> to determine closure details.</li> <li>❑ Illness Prevention Team shall monitor for illness and inform the Site Director of any additional people showing <a href="#">symptoms</a> or getting tested and results.</li> <li>❑ Notify Learners' Families and share <a href="#">family letter</a> with Cohort Directly Impacted and <a href="#">Letter 2</a> to Cohorts not Directly Impacted (if applicable).</li> </ul>
Executive Director Actions	<ul style="list-style-type: none"> <li>❑ Support your Site Director through COVID-19 process .</li> <li>❑ Keep Executive Team, Site Director, and Emergency Response Team informed of any actions or additional positive tests.</li> </ul>
Staff Communication	<ul style="list-style-type: none"> <li>❑ Employee Services will notify staff and give them the <a href="#">Employee Resources</a> document.</li> <li>❑ Use <a href="#">these talking points</a> as needed.</li> <li>❑ <a href="#">Home Quarantine instructions</a>.</li> </ul>
Family Communication	<ul style="list-style-type: none"> <li>❑ Customize the <a href="#">Family Letter</a> and email it to <a href="mailto:ERT@ileadschools.org">ERT@ileadschools.org</a> for approval (if applicable).</li> <li>❑ Deliver the letter to families and reference the <a href="#">Family FAQ</a> as needed (if applicable).</li> </ul>
Actions	<ul style="list-style-type: none"> <li>❑ Follow Guidance from LA County Department of Public Health.</li> <li>❑ Log Information on to site COVID Contact Tracking Sheet.</li> <li>❑ Site Director notifies Illness Prevention Team, validates confirmed case.</li> <li>❑ Follow up with communication to staff and/or families.</li> <li>❑ Site Facilities Team will schedule a deep clean if you have a 72-hour closure.</li> <li>❑ If the building has been empty for <b>7 days</b> or MORE , the site staff will continue to routinely clean and disinfect high-touch areas and no deep clean is necessary.</li> </ul>

## A staff member or learner is being tested for COVID-19

Site Leadership/ Illness prevention Team Actions	<ul style="list-style-type: none"> <li>❑ Complete the <a href="#">fillable form</a> for each person tested with all necessary details if you didn't complete it when you learned the person was sick.</li> <li>❑ Email <a href="mailto:ERT@ileadschools.org">ERT@ileadschools.org</a> and Site Director.</li> <li>❑ Call your local <a href="#">Health Department</a> (877)777-5799 for notification and guidance.</li> <li>❑ Ensure working staff are continuing to routinely clean and disinfect all high-touch surfaces throughout the site.</li> <li>❑ Ensure the tested staff member or child as well as anyone who lived in their home stays out of the site until cleared to return.</li> <li>❑ Do not communicate anything to staff or families until you receive the test results unless instructed to do so by the health department.</li> <li>❑ If the person gets tested or informs you the test comes back positive, or you are told to presume positive, follow directions on Page 2.</li> <li>❑ Monitor for illness and inform <a href="mailto:ERT@ileadschools.org">ERT@ileadschools.org</a> and site director of any additional people showing <a href="#">symptoms</a> or getting tested and results. Partner with your local health department.</li> </ul>
Staff & Family Communication	<ul style="list-style-type: none"> <li>❑ If test results come back negative, no communication is necessary.</li> <li>❑ If test results come back positive, follow the staff and family communication guidance on the previous page.</li> <li>❑ <a href="#">Home quarantine Instructions</a>.</li> </ul>

## A staff or learner's household member has symptoms of COVID-19 or tested positive

**(Site remains open unless health department determines a closure)**

Site Leadership/ Illness prevention Team Actions	<ul style="list-style-type: none"> <li>❑ Email <a href="mailto:ERT@ileadschools.org">ERT@ileadschools.org</a>.</li> <li>❑ Complete the <a href="#">fillable form</a>.</li> <li>❑ Call your local <a href="#">Health Department</a> (877)777-5799 for notification and guidance</li> <li>❑ The employee/child who works at/attends your site must stay out of the site until the individual with symptoms is symptom-free for 48 hours unless the state requirement is 72 hours.</li> <li>❑ If member of the employee/child's household is in isolation with a confirmed case, the employee/child who works at/attends your site must stay home until cleared by the health department or after the 14-day quarantine ends.</li> <li>❑ Treat presumed-but-not-confirmed cases the same as a confirmed case.</li> <li>❑ Keep Site Director informed ASAP on any additional individuals showing <a href="#">symptoms</a>.</li> </ul>
Actions	<ul style="list-style-type: none"> <li>❑ Partner with April Cauthron.</li> <li>❑ Keep Executive Team up to speed on any additional positives/changes.</li> </ul>
Staff & Family Communication	<ul style="list-style-type: none"> <li>❑ If health department determines your site should close, follow the staff and family communication guidance on the previous page.</li> <li>❑ <a href="#">Home Quarantine instructions</a>.</li> </ul>

### A staff member or learner has **2 symptoms** of COVID-19 or loss of taste/smell

Site Director/ Actions	<ul style="list-style-type: none"> <li><input type="checkbox"/> Submit the <a href="#">fillable form</a> with all necessary details.</li> <li><input type="checkbox"/> Email <a href="mailto:ERT@ileadschools.org">ERT@ileadschools.org</a> and your Site Director.</li> <li><input type="checkbox"/> Call your local <a href="#">Health Department</a> (877)777-5799 for guidance if required in your state.</li> <li><input type="checkbox"/> The employee/learner who works at/attends your site and household members must stay home until the individual with <a href="#">symptoms</a> is symptom-free for 48 hours unless state requirement is 72 hours exclusion.</li> <li><input type="checkbox"/> Keep informed ASAP on any additional individuals showing <a href="#">symptoms</a>.</li> </ul>
Site Actions	<ul style="list-style-type: none"> <li><input type="checkbox"/> Partner with April Cauthron.</li> <li><input type="checkbox"/> Keep Executive Team up to speed on any additional positives/changes.</li> </ul>

### A staff member or learner is in **mandatory** isolation / quarantine (Site remains open unless health department determines a closure)

Site Leadership/ Illness prevention Team Actions	<ul style="list-style-type: none"> <li><input type="checkbox"/> Submit the <a href="#">fillable form</a> with all necessary details.</li> <li><input type="checkbox"/> Email <a href="mailto:ERT@ileadschools.org">ERT@ileadschools.org</a>.</li> <li><input type="checkbox"/> Call your local <a href="#">Health Department</a> for notification and guidance (877)777-5799.</li> <li><input type="checkbox"/> Ensure employee or child and household members stay home for 14 days to monitor for illness and if multiple people are displaying <a href="#">symptoms</a>.</li> <li><input type="checkbox"/> Inform ERT if the person gets tested and follow steps on page 3.</li> </ul>
Site Director Actions	<ul style="list-style-type: none"> <li><input type="checkbox"/> If the health department determines the site should close, follow the steps on page 2.</li> </ul>
Staff & Family Communication	<ul style="list-style-type: none"> <li><input type="checkbox"/> None, unless health department determines your site should close, in which case follow the staff and family communication guidance on page 2.</li> <li><input type="checkbox"/> <a href="#">Home quarantine Instructions</a>.</li> </ul>

### A staff member or learner is in **voluntary** isolation

Illness preventions team Actions	<ul style="list-style-type: none"> <li><input type="checkbox"/> Inform your Site Director and email <a href="mailto:ERT@ileadschools.org">ERT@ileadschools.org</a> with the details of the situation.</li> <li><input type="checkbox"/> Call your local <a href="#">Health Department</a> (877)777-5799 for notification and guidance.</li> <li><input type="checkbox"/> Ensure employee or learner and household members stay home for 14 days to monitor for illness and if multiple people are displaying <a href="#">symptoms</a>.</li> <li><input type="checkbox"/> Site remains open unless health department issues closure (if so, email <a href="mailto:ERT@ileadschools.org">ERT@ileadschools.org</a> for next steps).</li> </ul>
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# Coronavirus (COVID-19)

Response

Plan

**The local/federal government or health department has mandated that our site must close**

Site Leadership/ Illness prevention Team Actions	<input type="checkbox"/> Reach out to <a href="mailto:ERT@ileadschools.org">ERT@ileadschools.org</a> to validate the closure and confirm it applies.
Staff Communication	<input type="checkbox"/> Notify staff and give them the <a href="#">Employee Resources</a> document. <input type="checkbox"/> Use <a href="#">these Reopening Protocols</a> as needed.
Family Communication	<input type="checkbox"/> Customize the <a href="#">Family Letter</a> and email it to for approval. <input type="checkbox"/> Deliver the letter to families and reference the <a href="#">Family FAQ</a> as needed.
Actions	<input type="checkbox"/> Family Support activates possible magnet sites to take children. <input type="checkbox"/> Recruiting Team supports AM/SD with placing staff.

**A school in my local community has closed or there are confirmed/presumed cases of COVID-19 in the community**

Site Leadership/ Illness prevention Team Actions	<input type="checkbox"/> Email <a href="mailto:ERT@ileadschools.org">ERT@ileadschools.org</a> and your Regional Leader with the details of the situation. <input type="checkbox"/> Call your local health department for guidance. <input type="checkbox"/> Site remains open unless health department issues closure.
SD Actions	<input type="checkbox"/> <a href="#">Prevention and precautions</a> .
Staff & Family Communication	<input type="checkbox"/> If staff or families have questions, reference the <a href="#">CDC FAQ</a> as needed. <input type="checkbox"/> <a href="#">Home quarantine Instructions</a> .

**I'm worried that I don't have enough Staff...**

AM/SD Actions	<input type="checkbox"/> Contact Leadership support and Employee services.
Actions	<input type="checkbox"/> Work with Employee Services.
Actions	<input type="checkbox"/> Employee Services works with Site Director to find staff.

[<< Go back to the top.](#)

## **Template COVID-19 Parent Notification Letter of a Positive Case Sent from Health Attend**

Date

Dear Parents,

We would like to inform you that we have recently received information about a confirmed case of Coronavirus Disease 2019 (COVID-19) in a member of your child's classroom cohort at SCVi.

Per the County of Los Angeles Department of Health, all contacts of a confirmed positive COVID-19 case must quarantine for 14 days from the date of last exposure to the infectious person. (Please note, the L.A. County quarantine requirement is more restrictive than the CDC guidance.) L.A. County defines a school contact as "anyone who has been within 6 feet of a confirmed COVID-19 case for 15 minutes or more in a 24-hour period (cumulative); is part of a classroom cohort with the infected person; has had direct contact with bodily fluids/secretions of a positive case". This definition applies if the exposure occurred at any time during the infectious period, which is considered two days before the onset of symptoms (or positive test if there are no symptoms) and 10 days beyond, and applies even if face coverings are worn.

Because your child meets the above criteria, they must quarantine for 14 days from the date of last exposure to the infected person (date), to prevent possible illness in new persons. You may also be contacted by the L.A. County Department of Public Health for contact tracing purposes. During the 14 days, your child should stay home, stay away from others, and their health should be monitored. Your child may resume usual activities on (date), but should continue to take precautions to reduce risk (i.e. social distancing, frequent handwashing, and wearing a mask when around others).

All persons with an exposure should get tested (whether they have symptoms or not) and report their results to the school or district nurse. Testing is covered by insurance at your child's personal healthcare provider or at a community-testing site scheduled through [covid19.lacounty.gov/testing](https://covid19.lacounty.gov/testing). Individuals who need assistance finding a medical provider, can call the Los Angeles County Information line 2-1-1, which is available 24/7.

Others in your household do not need to quarantine at this time. If your child has a positive test or begins to show symptoms of illness (fever, cough, shortness of breath, headaches, body aches, loss of taste or smell, sore throat, and/or diarrhea/vomiting), they should then isolate from others in your household for 10 days and those in your household would need to quarantine. If at any time your child shows severe symptoms (difficulty breathing, severe fatigue or weakness) seek medical advice or call 911 for further guidance.

While we understand that you may have questions about who may have tested positive, we are prohibited by law from sharing that information. We want to reinforce that SCVi has taken every precaution to reduce the risk of transmission, including requiring daily screening for adults and learners, requiring employees and learners to wear masks, disinfecting our sites, and reducing the number of learners in any one group.

We are also taking these additional steps in response the recent case:

- Notifying LACDPH and following their protocols and guidelines
- Notifying close contacts of the case
- Custodians are conducting deep cleaning and disinfecting the exposed locations

As the Coronavirus situation in our country and our community continues to develop, we urge you to follow all guidelines and take the necessary precautions to limit coronavirus spread in our community. Ensuring that you and our educational environment is safe is of greatest importance to us. We appreciate your cooperation and encourage you to reach out with any questions or concerns.

For additional questions about Coronavirus in Los Angeles County, please visit the LA County Department of Public Health coronavirus webpage at <http://www.publichealth.lacounty.gov/media/Coronavirus/>.

For additional information on Home Quarantine instructions, visit: <http://publichealth.lacounty.gov/acd/ncorona2019/covidquarantine/>

For additional information on Home Isolation instructions visit: <http://publichealth.lacounty.gov/acd/ncorona2019/covidisolation/>

## Template COVID-19 Staff Notification Letter of a Positive Case- sent from Health Attend

Date

Dear Staff,

We would like to inform you that we have recently received information about a confirmed case of Coronavirus Disease 2019 (COVID-19) at SCVi in a person you may have had contact with.

Per the County of Los Angeles Department of Health, all contacts of a confirmed positive COVID-19 case must quarantine for 14 days from the date of last exposure to the infectious person. (Please note, the L.A. County quarantine requirement is more restrictive than the CDC guidance.) L.A. County defines a school contact as “anyone who has been within 6 feet of a confirmed COVID-19 case for 15 minutes or more in a 24-hour period (cumulative); is part of a classroom cohort with the infected person; has had direct contact with bodily fluids/secretions of a positive case”. This definition applies if the exposure occurred at any time during the infectious period, which is considered two days before the onset of symptoms (or positive test if there are no symptoms) and 10 days beyond, and applies even if face coverings are worn.

Because you meet one or more of the above contact criteria, you must quarantine for 14 days from the date of last exposure to the infected person (date), to prevent possible illness in new persons. You may also be contacted by the L.A. County Department of Public Health for contact tracing purposes. During the 14 days, you should stay home, stay away from others, and monitor your health. You may resume usual activities on (date), but should continue to take precautions to reduce risk (i.e. social distancing, frequent handwashing, and wearing a mask when around others).

All persons with an exposure should get tested (whether they have symptoms or not) and report their results to the school or district nurse. Testing is covered by insurance at your personal healthcare provider or at a community-testing site scheduled through [covid19.lacounty.gov/testing](https://covid19.lacounty.gov/testing). Individuals who need assistance finding a medical provider, can call the Los Angeles County Information line 2-1-1, which is available 24/7. Testing is also available through your insurance provider.

Others in your household do not need to quarantine at this time. If you receive results of a positive test and/or begin to show symptoms of illness (fever, cough, shortness of breath, headaches, body aches, loss of taste or smell, sore throat, and/or diarrhea/vomiting), you should then isolate from others in your household for 10 days and those in your household would need to quarantine. If at any time you experience severe symptoms (difficulty breathing, severe fatigue or weakness) seek medical advice or call 911 for further guidance.

While we understand that you may have questions about who may have tested positive, we are prohibited by law from sharing that information. We want to reinforce that SCVi has taken every precaution to reduce the risk of transmission, including requiring daily



screening for adults and learners, requiring employees and learners to wear masks, disinfecting our sites, and reducing the number of learners in any one group.

We are also taking these additional steps in response the recent case:

- Notifying LACDPH and following their protocols and guidelines
- Notifying close contacts of the case
- Custodians are conducting deep cleaning and disinfecting the exposed locations

As the Coronavirus situation in our country and our community continues to develop, we urge you to follow all guidelines and take the necessary precautions to limit coronavirus spread in our community. Ensuring that you and our educational environment is safe is of greatest importance to us. We appreciate your cooperation and encourage you to reach out with any questions or concerns.

For additional questions about Coronavirus in Los Angeles County, please visit the LA County Department of Public Health coronavirus webpage at

<http://www.publichealth.lacounty.gov/media/Coronavirus/>.

For additional information on Home Quarantine instructions, visit:

<http://publichealth.lacounty.gov/acd/ncorona2019/covidquarantine/>

For additional information on Home Isolation instructions visit:

<http://publichealth.lacounty.gov/acd/ncorona2019/covidisolation/>

**Template COVID-19 General Notification Letter of a Positive Case**  
**Sent from Health Attend**

Date

Dear **staff/parent**,

We would like to inform you that we have recently received information about a confirmed case of Coronavirus Disease 2019 (COVID-19) in at least one learner/staff member at **SCVi**. Although you are not identified as a close contact of the current case, we wanted to notify you so that you are aware.

While we understand that you may have questions about who may have tested positive, we are prohibited by law from sharing that information. We encourage you to contact your healthcare provider and/or the public health department for guidance if you have any concerns, based on your individual circumstances.

We want to reinforce that SCVi has taken every precaution to reduce the risk of transmission, including requiring daily symptom screening for adults and learners, requiring employees and learners to wear masks, ensuring physical distancing, disinfecting our sites, and reducing the number of learners in any one group.

We have also taken the following steps in response to the recent case:

- Notified the L.A. County Department of Public Health Department and are following all guidance and protocols.
- Notified all identified close contacts that they need to quarantine and provided information on free testing.
- Custodians are conducting deep cleaning and disinfecting the exposed locations.

As the Coronavirus situation in our country and our community continues to develop, we urge you to be proactive about reducing the spread, and take precautions to limit the spread.

**How You Can Help:**

- Avoid crowds and stay 6 feet away from others who are not in your immediate household.
- Wear a clean mask whenever you are around others and avoid touching your mask (and face).
- Be diligent about daily symptoms and temperature screenings before coming onto campus. Stay home if you have *any* symptoms of illness or if you have been in close contact with someone diagnosed with COVID-19.
- Wash your hands often with soap and water for at least 20 seconds. (Sing the Happy Birthday song to help know when it has been 20 seconds). If soap and water are not available, use alcohol-based hand sanitizers that contain at least 60% alcohol.
- Cover coughs and sneezes with a tissue, and then dispose of the tissue and clean your hands immediately. If you do not have a tissue, use your elbow or sleeve (not your hands) to cover coughs and sneezes.
- Avoid contact with people who are sick, and don't share food, drinks, or utensils.

- Clean and disinfect frequently touched objects and surfaces regularly.

**Public Health Guidelines:**

- All confirmed COVID-19 cases should be isolated for 10 days from the date of symptom onset (or date of positive test if no symptoms) and until fever-free for 24 hours and symptom free (without medication).
- All close contacts of a confirmed case should quarantine for 14 days since the date of last contact with the infected person, if the exposure occurred within the infected person's isolation period or two days before. (Please note the L.A. County requirement is more restrictive than the updated CDC guidance.)
- A close contact is defined as anyone who has been within 6-feet of a confirmed COVID-19 case for 15 minutes or more in a 24-hour period (cumulative); is part of a classroom cohort with the infected person; and/or has had direct contact with bodily fluids/secretions of a positive case. This definition applies even if face coverings are worn.

Ensuring that you and our educational environment is safe is of greatest importance to us. We appreciate your cooperation and encourage you to reach out with any questions or concerns. For additional questions about Coronavirus in Los Angeles County, please visit the LA County Department of Public Health coronavirus webpage at <http://www.publichealth.lacounty.gov/media/Coronavirus/>

If you have any questions or concerns please contact me directly at (661)705-4820 or email me at [director@scvi-k12.org](mailto:director@scvi-k12.org)

Sincerely,

## Template for potential exposure to child with symptoms (unconfirmed case)

DATE

Dear Parents,

We would like to inform you that we have recently received information about a learner with symptoms consistent with Coronavirus Disease 2019 (COVID-19) in your child's classroom. Your child may have had an exposure to this possible case, even while wearing a face covering.

Per L.A. County Department of Health guidelines, a potentially infected child is defined as a child having one or more symptoms consistent with possible COVID-19 infection (fever greater than or equal to 100.4; new cough [different from baseline]; diarrhea or vomiting). A contact of a potentially infected child is defined as anyone at the facility who was in close contact with the child (within 6 feet for >15 cumulative minutes in a 24-hour period); had direct contact with bodily fluids/secretions from a potentially infected child; or is a member of a classroom or cohort with exposure to a potentially infected child. Per L.A. County guidelines, contacts of a potentially infected case may remain at school. If at any time we receive confirmation of a confirmed positive case, you will be notified and your child may be asked to quarantine.

In the meantime, please continue to screen your child daily for symptoms of illness, wash hands frequently, wear a mask, maintain 6-feet of distance from others, and limit contact with those who are not in your household. If at any time your child begins to develop symptoms consistent with COVID-19, they should begin self-isolation for 10 days. For detailed Home Isolation Instructions from the county visit [www.publichealth.lacounty.gov/acd/ncorona2019/covidisolation/](http://www.publichealth.lacounty.gov/acd/ncorona2019/covidisolation/). If symptoms become severe, seek medical advice for further guidance.

Ensuring that you and our educational environment is safe is of greatest importance to us. For additional questions about Coronavirus in Los Angeles County, please visit the LA County Department of Public Health coronavirus webpage at <http://www.publichealth.lacounty.gov/media/Coronavirus/>

If you have any questions or concerns please contact me directly at (661)705-4820 or email me at [director@scvi-k12.org](mailto:director@scvi-k12.org)

Sincerely,

## Small Cohort Closure Letter Parent

Date

Dear Parents/Guardians of SCVi,

We would like to inform you that the Los Angeles County Department of Public Health has determined that SCVi Small Cohort Name will be closed as a precaution for 14 days due to insert number confirmed, non-linked/linked cases of COVID-19. This will mean that on-campus instruction will resume on Date.

This is a closure of the physical campus, not a stoppage of instruction. All classes will continue online throughout the physical school closure. Small cohorts that have been receiving in-person instruction will be moved to online learning, and facilitators will provide families information on when to log in to online sessions.

We thank you for your understanding through this temporary site closure. Throughout this pandemic we have worked proactively with the Los Angeles County Department of Public Health and appreciate their continued partnership to keep learners and staff safe.

While we understand that you may have questions about who may have tested positive, we are prohibited by law from sharing that information with you. As a procedure, we have notified all known individuals who had close contact with those who have tested positive and those individuals have been instructed to quarantine.

If you have not been notified to quarantine, then there is no requirement to do so from the Department of Public Health.

We want to reinforce that the District has taken every precaution to reduce the risk of transmission and follow all safety protocols.

While the school is closed, we would encourage families to contact the school office through (661)705-4820. They will be able to answer questions and relay messages to the staff who will be working from home. We are here for you and we thank you for your support.

Sincerely,

## Small Cohort Closure Letter Staff

Date

Dear SCVi Staff,

We would like to inform you that the Los Angeles County Department of Public Health has determined that SCVi Small Cohort will be closed as a precaution for 14 days due to Number confirmed, non-linked/linked cases of COVID-19. This will mean that on-campus instruction will resume on Date.

This is a closure of the physical campus, not a stoppage of instruction. All classes will continue online throughout the physical school closure. Small cohorts that have been receiving in-person instruction will be moved to online, and facilitators will provide families information on when to log in to online sessions.

We thank you for your understanding through this temporary site closure. Throughout this pandemic we have worked proactively with the Los Angeles County Department of Public Health and appreciate their continued partnership to keep learners and staff safe.

While we understand that you may have questions about who may have tested positive, we are prohibited by law from sharing that information with you. As a procedure, we have notified all known individuals who had close contact with those who have tested positive, and those individuals have been instructed to quarantine.

If you have not been notified to quarantine, then there is no requirement to do so from the Department of Public Health.

We want to reinforce that the District has taken every precaution to reduce the risk of transmission and follow all safety protocols.

Thank you for your continued dedication to your learners.

Sincerely,

## Appendix B: COVID-19 School Guidance Checklist

Insert Checklist when complete.

# COVID-19 School Guidance Checklist

January 14, 2021

CALIFORNIA  
**ALL**

Your Actions  
Save Lives





Date: \_\_\_\_\_

## 2021 COVID-19 School Guidance Checklist

Name of Local Educational Agency or Equivalent: \_\_\_\_\_

Number of schools: \_\_\_\_\_

Enrollment: \_\_\_\_\_

Superintendent (or equivalent) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Date of proposed reopening: \_\_\_\_\_

County: \_\_\_\_\_

Grade Level (check all that apply)

Current Tier: \_\_\_\_\_  
(please indicate Purple, Red, Orange or Yellow)

☐ TK ☐ 2<sup>nd</sup> ☐ 5<sup>th</sup> ☐ 8<sup>th</sup> ☐ 11<sup>th</sup>

☐ K ☐ 3<sup>rd</sup> ☐ 6<sup>th</sup> ☐ 9<sup>th</sup> ☐ 12<sup>th</sup>

☐ 1<sup>st</sup> ☐ 4<sup>th</sup> ☐ 7<sup>th</sup> ☐ 10<sup>th</sup>

Type of LEA: \_\_\_\_\_

---

**This form and any applicable attachments should be posted publicly on the website of the local educational agency (or equivalent) prior to reopening or if an LEA or equivalent has already opened for in-person instruction. For those in the Purple Tier and not yet open, materials must additionally be submitted to your local health officer (LHO) and the State School Safety Team prior to reopening, per the [Guidance on Schools](#).**

The email address for submission to the State School Safety for All Team for LEAs in Purple Tier is:

[K12csp@cdph.ca.gov](mailto:K12csp@cdph.ca.gov)

**LEAs or equivalent in Counties with a case rate  $\geq 25/100,000$  individuals can submit materials but cannot re-open a school until the county is below 25 cases per 100,000 (adjusted rate) for 5 consecutive days.**

### For Local Educational Agencies (LEAs or equivalent) in ALL TIERS:

☐ I, \_\_\_\_\_, post to the website of the local educational agency (or equivalent) the COVID Safety Plan, which consists of two elements: the **COVID-19 Prevention Program (CPP)**, pursuant to CalOSHA requirements, and this **CDPH COVID-19 Guidance Checklist** and accompanying documents,

which satisfies requirements for the safe reopening of schools per CDPH [Guidance on Schools](#). For those seeking to open while in the Purple Tier, these plans have also been submitted to the local health officer (LHO) and the State School Safety Team.

I confirm that reopening plan(s) address the following, consistent with guidance from the California Department of Public Health and the local health department:

☐ **Stable group structures (where applicable):** How students and staff will be kept in stable groups with fixed membership that stay together for all activities (e.g., instruction, lunch, recess) and minimize/avoid contact with other groups or individuals who are not part of the stable group.

Please provide specific information regarding:

How many students and staff will be in each planned stable, group structure? (If planning more than one type of group, what is the minimum and maximum number of students and staff in the groups?)

---

If you have departmentalized classes, how will you organize staff and students in stable groups?

---

If you have electives, how will you prevent or minimize in-person contact for members of different stable groups?

---

☐ **Entrance, Egress, and Movement Within the School:** How movement of students, staff, and parents will be managed to avoid close contact and/or mixing of cohorts.

☐ **Face Coverings and Other Essential Protective Gear:** How CDPH's face covering requirements will be satisfied and enforced for staff and students.

☐ **Health Screenings for Students and Staff:** How students and staff will be screened for symptoms of COVID-19 and how ill students or staff will be separated from others and sent home immediately.

☐ **Healthy Hygiene Practices:** The availability of handwashing stations and hand sanitizer, and how their safe and appropriate use will be promoted and incorporated into routines for staff and students.

☐ **Identification and Tracing of Contacts:** Actions that staff will take when there is a confirmed case. Confirm that the school(s) have designated staff persons to support contact tracing, such as creation and submission of lists of exposed students and staff to the local health department and notification of exposed persons. Each school must designate a person for the local health department to contact about COVID-19.

☐ **Physical Distancing:** How space and routines will be arranged to allow for physical distancing of students and staff.

Please provide the planned maximum and minimum distance between students in classrooms.

Maximum: \_\_\_\_\_ feet

Minimum: \_\_\_\_\_ feet. If this is less than 6 feet, please explain why it is not possible to maintain a minimum of at least 6 feet.

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☐ **Staff Training and Family Education:** How staff will be trained and families will be educated on the application and enforcement of the plan.

☐ **Testing of Staff:** How school officials will ensure that students and staff who have symptoms of COVID-19 or have been exposed to someone with COVID-19 will be rapidly tested and what instructions they will be given while waiting for test results. Below, please describe any planned periodic asymptomatic staff testing cadence.

Staff asymptomatic testing cadence. Please note if testing cadence will differ by tier:

---

☐ **Testing of Students:** How school officials will ensure that students who have symptoms of COVID-19 or have been exposed to someone with COVID-19 will be rapidly tested and what instructions they will be given while waiting for test results. Below, please describe any planned periodic asymptomatic student testing cadence.

Planned student testing cadence. Please note if testing cadence will differ by tier:

---

☐ **Identification and Reporting of Cases:** At all times, reporting of confirmed positive and suspected cases in students, staff and employees will be consistent with [Reporting Requirements](#).

☐ **Communication Plans:** How the superintendent will communicate with students, staff, and parents about cases and exposures at the school, consistent with privacy requirements such as FERPA and HIPAA.

☐ **Consultation: (For schools not previously open)** Please confirm consultation with the following groups

☐ Labor Organization

Name of Organization(s) and Date(s) Consulted:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

☐ Parent and Community Organizations

Name of Organization(s) and Date(s) Consulted:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

*If no labor organization represents staff at the school, please describe the process for consultation with school staff:*

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### **For Local Educational Agencies (LEAs or equivalent) in PURPLE:**

☐ **Local Health Officer Approval:** The Local Health Officer, for (state County) \_\_\_\_\_. County has certified and approved the CSP on this date: \_\_\_\_\_. If more than 7 business days have passed since the submission without input from the LHO, the CSP shall be deemed approved.

### **Additional Resources:**

[Guidance on Schools](#)

[Safe Schools for All Hub](#)

Note: This checklist was amended on January 29th to delete language regarding the need to submit this checklist to a County Office of Education. The CSP does not need to be submitted to the County Office of Education as part of the public health guidance, though the County Office of Education may request the CSP as part of other processes.

# iLEAD California Check Register

Date	Vendor	Document No	Amount
<b>Bank: SCVi Main - Mission Valley Bank</b>		<b>Account No: 04001251</b>	
<b>12/08/2020</b>			
12/08/2020	APPL000--Apple Inc	101854	4,031.44
12/08/2020	ATT0000--AT&T	101855	217.52
12/08/2020	CROS001--Crossroads Owners, Inc.	101856	22,655.80
12/08/2020	EDTE000--EdTech 101	101857	222.00
12/08/2020	EFTE001--Effectual Educational Consulting Services	101858	140.00
12/08/2020	MAKE000--Maker Learning Network	101859	1,233.50
12/08/2020	MARA001--Marat Daukayev School of Ballet	101860	800.00
12/08/2020	NEWH000--Newhall Valencia Lock & Key	101861	76.65
12/08/2020	OLIV002--Olive Tree Education	101862	181.25
12/08/2020	GASC000--The Gas Company	101863	107.07
12/08/2020	EMP0889--Wood, Donna	101864	56.92
12/08/2020	XLAB000--X.LABS	101865	6,038.01
<b>Total for 12/08/2020</b>			<b>35,760.16</b>
<b>12/01/2020</b>			
12/01/2020	AMAZ003--Amazon (SYNCB 839)	101839	1,084.57
12/01/2020	BAYA000--Bay Alarm Company	101840	653.87
12/01/2020	GREE004--Green Glider, LLC	101841	1,000.00
12/01/2020	PEDI000--Logic of English, Inc.	101842	82.11
12/01/2020	LOSA001--Los Angeles County Office of Education (LACOE)	101843	60,699.99
12/01/2020	MAKE000--Maker Learning Network	101844	19,657.50
12/01/2020	OUTS000--Outschool, Inc [S]	101845	667.00
12/01/2020	SIGN002--Stewart, Elizabeth	101846	75.00
12/01/2020	SUPE002--Super Duper Publications	101847	35.86
12/01/2020	EDGE000--The Edge Martial Arts, Inc.	101848	130.00
12/01/2020	GASC000--The Gas Company	101849	93.20
12/01/2020	THEL000--The Listening Connection LLC	101850	1,530.00
12/01/2020	THER001--Therapy in Action	101851	4,130.00
12/01/2020	THIN000--Thinkwell Corporation	101852	150.00
12/01/2020	TIMB000--Timberdoodle [P]	101853	967.27
<b>Total for 12/01/2020</b>			<b>90,956.37</b>
<b>11/24/2020</b>			
11/24/2020	EDTE000--EdTech 101	101838	34,892.50
<b>Total for 11/24/2020</b>			<b>34,892.50</b>
<b>11/23/2020</b>			
11/23/2020	AMAZ003--Amazon (SYNCB 839)	101820	218.88
11/23/2020	BOOK000--Book Shark LLC [P]	101821	655.91
11/23/2020	CLIF000--Clifton Larson Allen LLP	101822	2,100.00
11/23/2020	ELDO000--El Dorado County Office of Education	101823	6,000.00
11/23/2020	FIRS002--FIRST Insurance Funding Corp	101824	12,423.37
11/23/2020	HUCK000--HuckleBerry Center for Creative Learning [S]	101825	1,082.69
11/23/2020	INTE000--International Baccalaureate Organization	101826	5,074.00
11/23/2020	KIDS001--KidsArt - Valencia, Inc [S]	101827	90.00
11/23/2020	LEAR000--Learn Beyond The Book LLC [S]	101828	3,745.75
11/23/2020	NCSP000--NCS Pearson Inc	101829	526.96
11/23/2020	CLUB000--Santa Clarita In Home Tutoring	101830	520.00
11/23/2020	TIMB000--Timberdoodle [P]	101831	515.33
11/23/2020	TIME002--Time Warner Cable	101832	3,103.75

# iLEAD California Check Register

Date	Vendor	Document No	Amount
11/23/2020	WEST000--West Coast Music Academy [S]	101833	350.00
11/23/2020	GOLD002--Wheeler, Joshua	101834	675.00
11/23/2020	APPL000--Apple Inc	101835	12,133.15
11/23/2020	OAKR000--Oakridge Landscape, Inc.	101836	650.00
11/23/2020	GASC000--The Gas Company	101837	59.90
	<b>Total for 11/23/2020</b>		<b>49,924.69</b>
<b>11/20/2020</b>			
11/20/2020	MAKE000--Maker Learning Network	101774	107,495.33
	<b>Total for 11/20/2020</b>		<b>107,495.33</b>
<b>11/19/2020</b>			
11/19/2020	MAKE000--Maker Learning Network	101772	22,355.09
	<b>Total for 11/19/2020</b>		<b>22,355.09</b>
<b>11/17/2020</b>			
11/17/2020	ACOR000--Acorn Naturalists [P]	101790	56.12
11/17/2020	APHO000--AP Homeschoolers Inc. [P]	101791	162.50
11/17/2020	ATT0000--AT&T	101792	41.72
11/17/2020	BEND002--Bendorf, Adam	101793	390.00
11/17/2020	CAP1000--Capital One Bank (USA), N.A.	101794	110.05
11/17/2020	CAWS001--CAWS - Membership	101795	200.00
11/17/2020	CODE003--Code Ninjas Santa Clarita	101796	580.00
11/17/2020	FISC003--Fischer, Laura	101797	175.00
11/17/2020	GIRA000--Girard, Edwards, Stevens & Tucker LLP	101798	1,956.00
11/17/2020	INSI000--Inside SCV Magazine	101799	250.00
11/17/2020	IRON000--Iron Fist Martial Arts [S]	101800	379.00
11/17/2020	JONE004--Jones, Caid Mitchell	101801	360.00
11/17/2020	KIND000--KinderCare Learning Centers LLC	101802	30,637.03
11/17/2020	PEDI000--Logic of English, Inc.	101803	524.57
11/17/2020	LOSA011--Los Angeles County Department of Public Works	101804	704.00
11/17/2020	MAKE000--Maker Learning Network	101805	4,050.77
11/17/2020	NATI000--National Benefit Services	101806	1,100.00
11/17/2020	OLIV002--Olive Tree Education	101807	181.25
11/17/2020	ONTA000--Ontario Refrigeration	101808	4,245.00
11/17/2020	PRNN000--PRN Nursing Consultants, LLC.	101809	675.00
11/17/2020	PROC000--Procopio, Cory, Hageaves & Savitch	101810	76.00
11/17/2020	SANT002--Santa Clarita Valley Chamber of Commerce	101811	190.00
11/17/2020	SCHO013--School Food and Wellness Group	101812	750.00
11/17/2020	SCHO009--School Pathways, LLC	101813	50.00
11/17/2020	VALE003--SCV Water- Valencia Division	101814	881.24
11/17/2020	SOMM001--Sommers, Lisa	101815	187.08
11/17/2020	SOUT001--Southern California Edison	101816	4,143.99
11/17/2020	THEL000--The Listening Connection LLC	101817	3,240.00
11/17/2020	TIME002--Time Warner Cable	101818	862.50
11/17/2020	URBA000--Urbanovich, Rene	101819	600.00
	<b>Total for 11/17/2020</b>		<b>57,758.82</b>
<b>11/12/2020</b>			
11/12/2020	CHAR002--Charter School Capital, Inc	101481	647,000.00
	<b>Total for 11/12/2020</b>		<b>647,000.00</b>

# iLEAD California Check Register

Date	Vendor	Document No	Amount
<b>11/10/2020</b>			
11/10/2020	CALI026--California Department of Tax and Fee Administration	101760	119.00
11/10/2020	CHEF000--Chef Tech Cooking School [S]	101761	105.00
11/10/2020	DANM000--Danmar Products	101762	178.00
11/10/2020	ECOL000--Ecolab Pest Elimination Division Inc	101763	215.64
11/10/2020	FRES001--Fresh Start Healthy Meals, Inc.	101764	15,900.07
11/10/2020	ILEA010--iLEAD Online Charter	101765	4,967.71
11/10/2020	OFFI000--Office Depot [P]	101766	235.84
11/10/2020	SCHO009--School Pathways, LLC	101767	949.41
11/10/2020	TEAC002--Teacher Synergy [P]	101768	36.00
11/10/2020	THYS000--ThyssenKrupp Elevator Corp	101769	821.68
11/10/2020	EMP0889--Wood, Donna	101770	451.35
11/10/2020	PANO000--Panorama Education	101771	2,824.58
	<b>Total for 11/10/2020</b>		<b>26,804.28</b>
<b>11/09/2020</b>			
11/09/2020	KIND000--KinderCare Learning Centers LLC	101480	31,003.16
	<b>Total for 11/09/2020</b>		<b>31,003.16</b>
	<b>Total for SCVi Main</b>		<b>1,103,950.40</b>



# Form 700 Details

## for Board Members and Required Staff

### County Required Annual Filing Due By April 1

#### Required Electronic Filing Directions:

- Email will come from "COI-Desk" which is the County Form 700 electronic oversight system
- Initial email will contain your User ID and Temporary Password for the Electronic Filing System
  - A request to change your Password will be initiated
  - Hint - It is easier to put the initial password in by copy and pasting
  - Save User ID and Password for future annual filings of the required Form 700 using this electronic system
- When filing you must use Explorer or GoggleCrome as your Internet platform for this system to run efficiently - If one does not work it is recommended to use the other.
- The electronic filing system cannot be used on a Tablet or Phone
- The Cover Page will be filled in for you using this system (Name, Agency Name, Division, Your Position, Jurisdiction of Office, Type of Statement)
- Section 4 - Schedule Summary
  - If you have nothing to report select "NONE"
    - Then, click "Continue"
    - Then click "Continue with Confirmation"
    - Then, check the box for "I acknowledge"
    - Then, click "Submit"
  - If you have schedules to report
    - Click Continue instead of "none"
    - Chose the tab at the top for the appropriate schedules that you need to submit information
    - Then, apply the changes to the document and preview the document
    - Then click "Continue with Confirmation"
    - Then, check the box for "I acknowledge"
    - Then, click "Submit"

Annual Filing Due By April 1

*email - [kim.lvtle@ileadschools.org](mailto:kim.lvtle@ileadschools.org) for support*



Charter Number: 0981

To the chartering authority and the county superintendent of schools (or only to the county superintendent of schools if the county board of education is the chartering authority):

2020-21 CHARTER SCHOOL INTERIM REPORT: This report is hereby filed by the charter school pursuant to Education Code Section 47604.33(a).

Signed: Nicole Padovich  
Charter School Official  
(Original signature required)

Date: 12-15-2020

Printed Name: Nicole Padovich

Title: Director

For additional information on the interim report, please contact:

Charter School Contact:

Pat Loncaric  
Name

Controller  
Title

661-755-6621  
Telephone

pat.loncaric@ileadschools.org  
E-mail Address

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		6010-6099	8,268,679.00	8,268,679.00	1,921,244.00	8,268,679.00	0.00	0.0%
2) Federal Revenue		8100-8299	174,374.00	174,374.00	487,910.00	174,374.00	0.00	0.0%
3) Other State Revenue		8300-8599	884,533.00	884,533.00	216,021.00	884,533.00	0.00	0.0%
4) Other Local Revenue		8600-8799	990,700.00	990,700.00	28,494.00	990,700.00	0.00	0.0%
5) TOTAL REVENUES			10,298,486.00	10,298,486.00	2,653,669.00	10,298,486.00		
<b>B. EXPENSES</b>								
1) Certificated Salaries		1000-1999	3,081,484.00	3,081,484.00	837,891.00	3,081,484.00	0.00	0.0%
2) Classified Salaries		2000-2999	1,283,890.00	1,283,890.00	275,880.00	1,283,890.00	0.00	0.0%
3) Employee Benefits		3000-3999	1,228,315.00	1,228,315.00	328,371.00	1,228,315.00	0.00	0.0%
4) Books and Supplies		4000-4999	500,129.00	500,129.00	130,752.00	500,129.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	3,408,984.00	3,408,984.00	955,082.00	3,408,984.00	0.00	0.0%
6) Depreciation		6000-6999	148,000.00	148,000.00	0.00	148,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENSES			9,649,682.00	9,649,682.00	2,527,958.00	9,649,682.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			649,624.00	649,624.00	125,713.00	649,624.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	1.00	1.00	-0.00	1.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			1.00	1.00	0.00	1.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			649,625.00	649,625.00	125,713.00	649,625.00		
<b>F. NET POSITION</b>								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	572,990.55	572,990.55		572,990.55	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			572,990.55	572,990.55		572,990.55		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			572,990.55	572,990.55		572,990.55		
2) Ending Net Position, June 30 (E + F1e)			1,222,615.55	1,222,615.55		1,222,615.55		
<b>Components of Ending Net Position</b>								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	0.00	0.00		0.00		
c) Unrestricted Net Position		9790	1,222,615.55	1,222,615.55		1,222,615.55		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>LCFF SOURCES</b>								
Principal Apportionment State Aid - Current Year		8011	4,898,909.00	4,898,909.00	503,692.00	4,898,909.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	1,151,549.00	1,151,549.00	439,658.00	1,151,549.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	2,118,421.00	2,118,421.00	677,694.00	2,118,421.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>8,269,879.00</b>	<b>8,269,879.00</b>	<b>1,921,244.00</b>	<b>8,269,879.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	122,500.00	122,500.00	0.00	122,500.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	51,874.00	51,874.00	0.00	51,874.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4810	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3081, 3150, 3155, 3160, 3181, 3182, 3185, 4037, 4124, 4128, 4127, 4128, 5510, 5630	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	497,910.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>174,374.00</b>	<b>174,374.00</b>	<b>497,910.00</b>	<b>174,374.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
<b>Other State Apportionments</b>								
Special Education Master Plan Current Year	6500	8311	655,177.00	655,177.00	189,845.00	655,177.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	22,776.00	22,776.00	0.00	22,776.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	188,580.00	188,580.00	48,178.00	188,580.00	0.00	0.0%
After School Education and Safety (ASES)	8010	8590	0.00	0.00	0.00	0.00	0.00	0.0%

2020-21 First Interim  
Charter Schools Enterprise Fund  
Revenues, Expenses and Changes in Net Position

19 65136 0117234  
Form 621

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL OTHER STATE REVENUE</b>			<b>884,533.00</b>	<b>884,533.00</b>	<b>216,021.00</b>	<b>884,533.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	990,700.00	990,700.00	28,494.00	990,700.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments								
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL OTHER LOCAL REVENUE</b>			<b>990,700.00</b>	<b>990,700.00</b>	<b>28,494.00</b>	<b>990,700.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL REVENUES</b>			<b>10,289,488.00</b>	<b>10,289,488.00</b>	<b>2,653,689.00</b>	<b>10,289,488.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	2,431,544.00	2,431,544.00	746,992.00	2,431,544.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	389,920.00	389,920.00	26,325.00	389,920.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	260,000.00	260,000.00	62,574.00	260,000.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL CERTIFICATED SALARIES</b>			<b>3,081,464.00</b>	<b>3,081,464.00</b>	<b>837,891.00</b>	<b>3,081,464.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	663,330.00	663,330.00	137,301.00	663,330.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	20,000.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	266,740.00	266,740.00	74,815.00	266,740.00	0.00	0.0%
Other Classified Salaries		2900	153,920.00	153,920.00	43,744.00	153,920.00	0.00	0.0%
<b>TOTAL CLASSIFIED SALARIES</b>			<b>1,283,990.00</b>	<b>1,283,990.00</b>	<b>275,860.00</b>	<b>1,283,990.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	497,658.00	497,658.00	133,790.00	497,658.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
CASDI/Medicare/Alternative		3301-3302	142,907.00	142,907.00	32,607.00	142,907.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	416,160.00	416,160.00	126,627.00	416,160.00	0.00	0.0%
Unemployment Insurance		3501-3502	38,626.00	38,626.00	1,594.00	38,626.00	0.00	0.0%
Workers' Compensation		3601-3602	130,984.00	130,984.00	33,413.00	130,984.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL EMPLOYEE BENEFITS</b>			<b>1,226,315.00</b>	<b>1,226,315.00</b>	<b>328,371.00</b>	<b>1,226,315.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	81,528.00	81,528.00	56,522.00	81,528.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	311,318.00	311,318.00	25,577.00	311,318.00	0.00	0.0%
Noncapitalized Equipment		4400	25,200.00	25,200.00	1,788.00	25,200.00	0.00	0.0%
Food		4700	82,083.00	82,083.00	46,865.00	82,083.00	0.00	0.0%
<b>TOTAL BOOKS AND SUPPLIES</b>			<b>500,129.00</b>	<b>500,129.00</b>	<b>130,752.00</b>	<b>500,129.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENSES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	31,580.00	31,580.00	(307.00)	31,580.00	0.00	0.0%
Dues and Memberships		5300	29,581.00	29,581.00	27,979.00	29,581.00	0.00	0.0%
Insurance		5400-5450	37,169.00	37,169.00	60,108.00	37,169.00	0.00	0.0%
Operations and Housekeeping Services		5500	189,584.00	189,584.00	24,768.00	189,584.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,636,049.00	1,636,049.00	594,910.00	1,636,049.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,422,378.00	1,422,378.00	215,606.00	1,422,378.00	0.00	0.0%
Communications		5900	62,643.00	62,643.00	32,000.00	62,643.00	0.00	0.0%
<b>TOTAL SERVICES AND OTHER OPERATING EXPENSES</b>			<b>3,408,984.00</b>	<b>3,408,984.00</b>	<b>955,082.00</b>	<b>3,408,984.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>DEPRECIATION</b>								
Depreciation Expense		6900	148,000.00	148,000.00	0.00	148,000.00	0.00	0.0%
<b>TOTAL DEPRECIATION</b>			148,000.00	148,000.00	0.00	148,000.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers Out								
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7289	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL EXPENSES</b>			9,648,882.00	9,648,882.00	2,527,958.00	9,648,882.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7819	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7851	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7899	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	1.00	1.00	0.00	1.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			1.00	1.00	0.00	1.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			1.00	1.00	0.00	1.00		



		2020/21
Resource	Description	Projected Year Totals

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	0.00	0.00	0.00	0.00	0.00	0%
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>5. District Funded County Program ADA</b>						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
<b>g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>7. Adults in Correctional Facilities</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>B. COUNTY OFFICE OF EDUCATION</b>						
1. County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0%
2. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0%
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0%
4. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
5. County Operations Grant ADA	0.00	0.00	0.00	0.00	0.00	0%
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>C. CHARTER SCHOOL ADA</b>						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
<b>FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.</b>						
1. Total Charter School Regular ADA	0.00	0.00	0.00	0.00	0.00	0%
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0%
3. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0%
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0%
<b>FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.</b>						
5. Total Charter School Regular ADA	901.00	901.00	901.00	901.00	0.00	0%
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0%
7. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0%
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	901.00	901.00	901.00	901.00	0.00	0%
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	901.00	901.00	901.00	901.00	0.00	0%

	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ACTUALS THROUGH THE MONTH OF										
(Enter Month Name):										
October										
A. BEGINNING CASH			617,925.05	510,169.30	1,046,888.30	1,709,723.15	1,422,747.75	614,867.21	465,374.67	591,791.13
B. RECEIPTS										
LCFF/Revenue Limit Sources										
Principal Apportionment	8010-8019		0.00	211,498.00	211,498.00	820,354.00	469,161.90	469,161.90	706,458.90	469,161.90
Property Taxes	8020-8079		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Funds	8080-8099		105,921.05	127,105.26	254,210.52	190,657.89	169,473.68	169,473.68	169,473.68	169,473.68
Federal Revenue	8100-8299		0.00	0.00	0.00	487,910.00	5,187.40	5,187.40	5,187.40	5,187.40
Other State Revenue	8300-8599		0.00	27,136.00	93,865.00	95,020.28	43,802.01	55,190.01	93,802.01	78,470.51
Other Local Revenue	8600-8799		28,000.00	228.75	0.00	265.32	2,357.99	2,357.99	2,357.99	2,357.99
Interfund Transfers In	8910-8929		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Sources	8930-8979		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL RECEIPTS			133,921.05	365,968.01	559,573.52	1,594,207.49	689,982.98	701,370.98	977,279.98	724,651.48
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		189,306.02	208,782.15	122,548.84	317,254.04	280,446.79	280,446.79	280,446.79	280,446.79
Classified Salaries	2000-2999		46,046.27	77,287.33	79,393.68	73,131.91	126,016.35	126,016.35	126,016.35	126,016.35
Employee Benefits	3000-3999		82,003.40	94,959.04	30,282.28	121,127.30	112,242.60	112,242.60	112,242.60	112,242.60
Books and Supplies	4000-4999		20.76	23,295.84	63,384.34	44,050.94	41,677.47	41,677.47	41,677.47	41,677.47
Services	5000-5999		202,747.98	350,537.66	230,804.26	170,991.68	284,080.31	284,080.31	284,080.31	284,080.31
Capital Outlay	6000-6599		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Outgo	7000-7499		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interfund Transfers Out	7600-7629		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Uses	7630-7699		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DISBURSEMENTS			520,124.43	754,862.02	526,413.40	726,555.87	844,463.52	844,463.52	844,463.52	844,463.52
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
Cash Not In Treasury	9111-9199		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounts Receivable	9200-9299		1,175,684.00	425,306.59	171,267.39	448,230.01	(288,649.19)	0.00	0.00	0.00
Due From Other Funds	9310		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stores	9320		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prepaid Expenditures	9330		13,934.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Current Assets	9340		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deferred Outflows of Resources	9490		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL			1,189,618.00	425,306.59	171,267.39	448,230.01	(288,649.19)	0.00	0.00	0.00
Liabilities and Deferred Inflows										
Accounts Payable	9500-9599		845,024.00	170,761.35	257,285.88	(108,605.58)	237,592.83	0.00	0.00	0.00
Due To Other Funds	9610		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Current Loans	9640		1,238,914.00	(165,180.00)	(868,006.00)	6,400.00	703,600.00	653,400.00	6,400.00	6,400.00
Unearned Revenues	9650		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deferred Inflows of Resources	9690		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL			2,083,938.00	5,581.35	(610,720.12)	(102,205.58)	941,192.83	653,400.00	6,400.00	6,400.00
Nonoperating										
Suspense Clearing	9910		0.00	(141,277.61)	143,625.50	79,239.14	75,215.00	0.00	0.00	0.00
TOTAL BALANCE SHEET ITEMS			(894,320.00)	278,447.63	925,613.01	629,674.73	(1,154,627.02)	(653,400.00)	(6,400.00)	(6,400.00)
E. NET INCREASE/DECREASE (B - C + D)			(107,755.75)	536,719.00	662,834.85	(286,975.40)	(807,880.54)	(149,492.54)	126,416.46	(126,212.04)
F. ENDING CASH (A + E)			510,169.30	1,046,888.30	1,709,723.15	1,422,747.75	614,867.21	465,374.67	591,791.13	465,579.09
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										



	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ACTUALS THROUGH THE MONTH OF (Enter Month Name):	October								
A. BEGINNING CASH		465,579.09	158,007.74	53,122.28	44,689.82				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	211,453.85	318,279.33	80,982.33	0.00	2,182,447.89	0.00	6,150,458.00	6,150,458.00
Property Taxes	8020-8079	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Funds	8080-8099	296,578.94	148,289.47	148,289.47	169,473.68	0.00	0.00	2,118,421.00	2,118,421.00
Federal Revenue	8100-8299	5,187.40	66,437.40	5,187.40	5,187.40	71,624.80	(487,910.00)	174,374.00	174,374.00
Other State Revenue	8300-8599	27,713.99	60,613.87	10,613.87	0.00	278,305.45	0.00	864,533.00	864,533.00
Other Local Revenue	8600-8799	2,357.99	2,357.99	2,357.99	945,700.00	0.00	0.00	990,700.00	990,700.00
Interfund Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Sources	8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL RECEIPTS		543,292.17	595,978.06	247,431.06	1,120,361.08	2,532,378.14	(487,910.00)	10,298,486.00	10,298,486.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	280,446.79	280,446.79	280,446.79	280,445.42	0.00	0.00	3,081,464.00	3,081,464.00
Classified Salaries	2000-2999	126,016.35	126,016.35	126,016.35	126,016.36	0.00	0.00	1,283,990.00	1,283,990.00
Employee Benefits	3000-3999	112,242.60	112,242.60	112,242.60	112,244.78	0.00	0.00	1,226,315.00	1,226,315.00
Books and Supplies	4000-4999	41,677.47	41,677.47	41,677.47	41,677.47	35,957.36	0.00	500,129.00	500,129.00
Services	5000-5999	284,080.31	284,080.31	284,080.31	284,080.31	181,239.94	0.00	3,408,964.00	3,408,964.00
Capital Outlay	6000-6599	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Outgo	7000-7499	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interfund Transfers Out	7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DISBURSEMENTS		844,463.52	844,463.52	844,463.52	844,464.34	217,197.30	0.00	9,500,862.00	9,500,862.00
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury	9111-9199	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Accounts Receivable	9200-9299	0.00	0.00	0.00	0.00	0.00	0.00	756,154.80	
Due From Other Funds	9310	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Stores	9320	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Prepaid Expenditures	9330	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Other Current Assets	9340	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Deferred Outflows of Resources	9490	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	756,154.80	
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599	0.00	0.00	0.00	0.00	0.00	0.00	557,034.48	
Due To Other Funds	9610	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Current Loans	9640	6,400.00	(143,600.00)	(588,600.00)	275,400.00	0.00	0.00	(100,986.00)	
Unearned Revenues	9650	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Deferred Inflows of Resources	9690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
SUBTOTAL		6,400.00	(143,600.00)	(588,600.00)	275,400.00	0.00	0.00	456,048.48	
Nonoperating									
Suspense Clearing	9910	0.00	0.00	0.00	0.00	0.00	0.00	156,802.03	
TOTAL BALANCE SHEET ITEMS		(6,400.00)	143,600.00	588,600.00	(275,400.00)	0.00	0.00	456,908.35	
E. NET INCREASE/DECREASE (B - C + D)		(307,571.35)	(104,885.46)	(8,432.46)	496.74	2,315,180.84	(487,910.00)	1,254,532.35	797,624.00
F. ENDING CASH (A + E)		158,007.74	53,122.28	44,689.82	45,186.56				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								1,872,457.40	

### Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

#### A. Salaries and Benefits - Other General Administration and Centralized Data Processing

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 7200-7700, goals 0000 and 9000)

69,505.00

2. Contracted general administrative positions not paid through payroll

- a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800.
- b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

#### B. Salaries and Benefits - All Other Activities

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000)

5,522,264.00

#### C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6)

1.26%

### Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

#### A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. Retain supporting documentation.

#### B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero.

0.00

**Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)**

**A. Indirect Costs**

1. Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	473,141.00
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	4,049.00
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	0.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	25,189.04
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	502,379.04
9. Carry-Forward Adjustment (Part IV, Line F)	56,973.38
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	559,352.42

**B. Base Costs**

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	4,688,929.00
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	1,785,610.00
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	467,920.00
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	0.00
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	0.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	0.00
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	0.00
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	0.00
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	1,973,940.96
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	0.00
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	8,916,399.96

**C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment**

(For information only - not for use when claiming/recovering indirect costs) (Line A8 divided by Line B19)	5.63%
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**D. Preliminary Proposed Indirect Cost Rate**

(For final approved fixed-with-carry-forward rate for use in 2022-23 see <a href="http://www.cde.ca.gov/fg/ac/lc">www.cde.ca.gov/fg/ac/lc</a> ) (Line A10 divided by Line B19)	6.27%
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#### Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

<b>A. Indirect costs incurred in the current year (Part III, Line A8)</b>	<u>502,379.04</u>
<b>B. Carry-forward adjustment from prior year(s)</b>	
1. Carry-forward adjustment from the second prior year	<u>33,405.02</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>0.00</u>
<b>C. Carry-forward adjustment for under- or over-recovery in the current year</b>	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (5.37%) times Part III, Line B19); zero if negative	<u>56,973.38</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (5.37%) times Part III, Line B19) or (the highest rate used to recover costs from any program (0%) times Part III, Line B19); zero if positive	<u>0.00</u>
<b>D. Preliminary carry-forward adjustment (Line C1 or C2)</b>	<u>56,973.38</u>
<b>E. Optional allocation of negative carry-forward adjustment over more than one year</b>	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	<u>not applicable</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	<u>not applicable</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	<u>not applicable</u>
LEA request for Option 1, Option 2, or Option 3	<u>1</u>
<b>F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)</b>	<u>56,973.38</u>

Approved indirect cost rate: 5.37%  
Highest rate used in any program: 0.00%

<u>Fund</u>	<u>Resource</u>	<u>Eligible Expenditures (Objects 1000-5999 except Object 5100)</u>	<u>Indirect Costs Charged (Objects 7310 and 7350)</u>	<u>Rate Used</u>
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**CSFA Borrower Resolution Adoption  
Package Instructions**

February 8, 2021

**VIA EMAIL**

Kelly O'Brien  
Santa Clarita Valley International School

Re: RESOLUTION ADOPTION PACKAGE INSTRUCTIONS

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

Dear Kelly O'Brien :

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](mailto: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

# **SANTA CLARITA VALLEY INTERNATIONAL SCHOOL**

## **RESOLUTION OF THE BOARD OF DIRECTORS**

### **California School Finance Authority Revenue Notes (ASAP Program)**

**WHEREAS**, Santa Clarita Valley International School (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 school known as Santa Clarita Valley International Charter School (SCVi) (the “School”);

**WHEREAS**, the School provides educational services to students and incurs expenses therefore 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 School's 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 School;

**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, to be dated the pricing date of the Notes (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 \$1,550,000 (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 the School 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
Nicole Miller	Board President
Nichole Padovich	Upper School Director
Nessa Rofedo	Lower School Director

**RESOLVED FURTHER**, that the Board hereby ratifies and confirms that (i) as of February 17, 2021, the persons named below had been duly selected as directors of the Corporation, held the offices of the Corporation set opposite their respective names, and had terms of office ending on the respective dates indicated, and (ii) as of the date hereof, the directors and officers of the Corporation, and the respective terms of office, continue to be as set forth below:

Name	Title	Current Term Began	Current Term Ends
Greg Kimura	Board Member	01/15/2020	12/01/2022
Nicole Miller	Board President	02/28/2018	12/01/2021
Wendy Angelo- Emeterio	Board Member	06/13/2018	12/01/2021
Sharon Lord Greenspan	Board Secretary	06/13/2018	12/01/2021

**RESOLVED FURTHER**, that any deficiencies in any prior action, appointment, election, minutes or records of the of directors or officers of the Corporation are hereby corrected to conform to this resolution;

**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 Santa Clarita Valley International School (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 February 17, 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.

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Secretary



# CALIFORNIA SCHOOL FINANCE AUTHORITY



## Charter School Pooled Revenue Anticipation Notes (ASAP Program) Estimated Loan Proceeds and Distributions

(1) This estimate has been prepared in good faith.

(2) The actual financing costs and credit enhancement fee may differ from this estimate based on the composition of the pool of Borrowers.

(3) Actual interest on the RANs/Loans will be based on market conditions on the day of pricing.

(4) This estimate does not include the Borrower's cost to engage Borrower's Counsel to provide their required legal opinion.

<b>Name of Applicant/Legal Borrower</b>	Santa Clarita Valley International School	
<b>Date Estimate Provided</b>	02/08/2021	
<b>Charter Schools Included in Borrower's Loan</b>	<b>Charter Number</b>	<b>Deferrals Financed (a)</b>
Santa Clarita Valley International Charter School (SCVi)	981	\$1,518,977
		<b>\$1,518,977</b>
<b>Estimated Net Amount of Loan Proceeds</b>		
Total Deferred Apportionments Financed (a)	\$1,518,977	
less Interest on Loan (b)	(\$5,674)	
Loan Amount (rounded)	\$1,513,000	
less Borrower's Share of Financing Costs	(\$29,040)	
Loan Amount Net of Financing Costs	\$1,483,960	
less Credit Enhancement Fee (c)	(\$101,143)	
<b>Borrower's Net Amount of Loan Proceeds</b>	<b>\$1,382,817</b>	
<b>Estimated Distribution of Loan Proceeds</b>		
At Closing on March 30 (33.8%)	\$467,392	
Late April (20.5%)	\$283,478	
Late May (20.5%)	\$283,478	
Late June (25.2%)	\$348,470	
Anticipated Late July Refund of Credit Enhancement Fee (c)	\$101,143	
<b>Total Loan Distributions</b>	<b>\$1,483,960</b>	

### Notes:

(a) Principal apportionment deferral calculations based on CDE's Advance Apportionment and deferral percentages posted 10/5/2020. Updated calculations based on CDE's P-1 Apportionment will be provided to Borrowers by early March.

<https://www.cde.ca.gov/fg/aa/pa/papayschedule.asp>

(b) RAN/Loan pricing assumptions as of February 8, 2021: (a) coupon rate of 0.50%; (b) yield of 0.50%; (c) closing date of 3/30/2021; (d) maturity date of 12/30/2021. Interest will accrue on the full loan amount from the closing date to the maturity date. The Borrower's deferred State apportionments will be diverted directly by the State Controller to the RANs Trustee in the months of July through November to repay the loan with no action required by the Borrower.

(c) In order to make the RANs marketable at a very low interest rate, it is necessary for all Borrowers to contribute a credit enhancement fee representing approximately 6.7% of their loan amount. The credit enhancement fee would only be used (and not refunded) in the event that Borrower(s) accepted an ASAP Program loan distribution after its school was closed. In this unlikely event, CDE might not pay an unearned deferred apportionment, which would then be funded from the credit enhancement fees. If all deferred apportionments are available to repay all Borrowers' loans as expected, the credit enhancement fees will be refunded to Borrowers in late July.

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**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: \_\_\_\_\_

## 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 30, 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

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

SCHEDULE II

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

School	Amount

---

**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
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As to the Borrowers:	[See Each Loan Agreement]
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As to Trustee:	U.S. Bank National Association [Address To Come]
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As to ___ Bank:	[Bank] [Address To Come]
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As to ___ Bank:	[Bank] [Address To Come]
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**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**



## **REMOTE WORK AGREEMENT**

This REMOTE WORK AGREEMENT ("Agreement") is made by and between Santa Clarita Valley International ("School" or "SCVi") and \_\_\_\_\_ ("Employee").

The purpose of this Agreement is to establish a clear understanding between Employee and SCVi regarding the terms and conditions of remote work performed by Employee.

This Agreement is not intended to supersede, and shall be interpreted in conjunction with, any existing employment agreement between Employee and the School, and any provision in such agreement not in conflict herewith shall remain in full force and effect.

Employee agrees to work remotely on the terms and conditions set forth below. Employee and SCVi agree to the following:

1. **Scope of Work.** Employee agrees to use remote access only as long as authorized by SCVi. SCVi reserves the right to discontinue this authorization in the School's sole discretion with or without notice. Employee agrees to be physically present during Company events where one's physical presence may be required. The following are examples of events where one's physical presence may be required, but is not limited to:
  - iLEAD Staff Retreat
  - Camp Make
  - All-Boards Retreat (if applicable)
  - Professional Learning (if applicable)
  - Board Meetings (if applicable)
  - 20-day Meetings (if applicable)
  - Hiring Events: Star Search/Leadership Cafe (if applicable)
  - Leadership Connections (if applicable)
  - Team Collaborations (if applicable)
2. **Compliance with SCVi's Policies.** Employee agrees to comply with all School policies and procedures while working remotely including but not limited to all policies and procedures governing Employee's use of the School's electronic communications and computer systems.
3. **Duration of Agreement.** This Agreement expires automatically on June 30, 2021, unless terminated earlier by the School in its sole discretion.
4. **Work Hours.** Employee must be available to be contacted via telephone and email during the Employee's designated work hours, per Employment Agreement or as assigned by Employee's supervisor. These hours are to be designated as "work hours." Employee agrees that he/she may be required to work longer or outside of these expected work hours in order to complete Employee's job duties, and to the extent Employee is classified as exempt, Employee shall not be entitled to overtime.



5. **Timekeeping for Non-Exempt Employees.** Consistent with the School's guidebook/policy, Employee is prohibited from working overtime without express written approval from Employee's supervisor. Employee agrees to comply with SCVi's timekeeping, meal and rest period policies while working remotely. Specifically, Employee agrees to accurately record all hours worked remotely in the School's timekeeping system. This means Employee must record whenever Employee begins, stops, or resumes working remotely. If Employee is required to take a meal period while working remotely, Employee must also accurately record the start and stop times of each meal period. Employee is not required to record the times of any rest periods. If Employee forgets to record any hours worked or the start and stop times of meal periods, Employee must immediately correct Employee's timesheet. If Employee experiences any issues with taking required meal or rest periods, Employee must immediately report these issues to the School's Employee Services department. It is Employee's personal responsibility to ensure that all such issues are immediately reported and that all hours worked remotely are accurately recorded on the School's timekeeping system. Accurately recording hours worked is not only a term and condition of employment, but it also facilitates the timely and accurate payment of wages and receipt of other employment-related benefits. Working "off the clock" or not accurately recording hours worked is strictly prohibited.
6. **Safety.** Employee agrees to maintain a safe and ergonomically sound work environment while working remotely, and to report work-related injuries to the School's Employee Services department at the earliest opportunity. Employee agrees to allow an authorized representative of the School to inspect Employee's remote working environment as needed.
7. **Expenses.** Employee acknowledges and agrees that Employer has provided any necessary equipment for Employee to work remotely (laptop, printer, scanner etc.). Employee represents to Employer that Employee has access to a safe workspace in Employee's home to perform work on behalf of Employer without incurring any expenses for such workspace. Employee acknowledges and agrees that SCVi does not require Employee to purchase any additional equipment or supplies in order to work remotely. Employee understands and agrees that Employee is not entitled to reimbursement for any additional equipment or supplies purchased by Employee because such expenses were not "necessarily incurred" in connection with remote work. Employee accepts those expenses as optional expenses that Employee voluntarily elected to incur. As such, any expenses for additional equipment or supplies incurred by Employee while teleworking are not necessary expenditures or losses incurred by Employee in direct consequence of the discharge of his or her duties for the School. However, given that Employee will be using Employee's personal cell phone and internet access to perform work on behalf of Employer, Employer will pay Employee a monthly stipend in an amount determined by Employer to constitute a reasonable estimate of costs attributable to Employee's work and any other expenses attendant to working from home. The current monthly stipend amounts are as follows:

Office and Other Administrative Staff- \$35 FT PT\$17.50  
Educational Facilitators and Support Staff- FT \$25 PT \$10  
Student Support- FT \$25 PT \$10



This stipend is designed to reimburse Employee for the reasonable expenses necessarily incurred by Employee as a result of remote work performed on behalf of SCVi. If Employee believes that the designated stipend is insufficient to reimburse Employee for all reasonable expenses necessarily incurred by Employee as a result of remote work, Employee must immediately report any expense issues to the School's Employee Services Department. Employee will be required to submit documentation to support any request for reimbursement of expenses that exceed the stipend amount.

8. **Childcare.** This Agreement is in no way meant to cover or provide for normal childcare requirements during work hours. Employees with small children must continue to make alternative childcare arrangements, except as agreed to by Employer in writing.
9. **Security Measures.** Employee will continue to follow approved safeguards in order to protect the data, property, records and assets of the School. All work product done at the home work area will be treated in the same manner as work product from the School's primary location and is the property of the School. All records, computer files, and correspondence must be safeguarded for return to the School's primary location. Computer files must be regularly backed up and saved.
10. **Non-Compliance.** If Employee fails to comply with the terms and conditions of this Agreement or with any reasonable direction issued by Employee's supervisor regarding remote work, Employee will be subject to disciplinary action, up to and including termination of employment. Nothing in this Agreement alters the at-will nature of Employee's employment with SCVi. Either Employee or SCVi is free to terminate the employment relationship with or without notice or with or without cause.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Printed Name

Dated: \_\_\_\_\_

\_\_\_\_\_  
SCVi Signature

\_\_\_\_\_  
SCVi  
Representative



## **SCVi TITLE IX STATEMENT**

Board Approved:

### **Who is the Title IX Coordinator for SCVi ("School")?**

SCVi School Director  
28060 Hasley Canyon Rd.  
Castaic, CA 91384  
661-705-4820  
[info@scvi-k12.org](mailto:info@scvi-k12.org)

### **Where can I get more information on the rights of a pupil and the public and the responsibilities of the public school under Title IX?**

The following Internet resources are available to find more information regarding rights and responsibilities under Title IX:

[California Department of Education Office of Equal Opportunity](#)

[United States Department of Education Office for Civil Rights](#)

[Rights Accorded Under Education Code Section 221.8:](#) The following list of rights, which are based on the relevant provisions of the federal regulations implementing Title IX of the Education Amendments of 1972 (20 U.S.C. Sec. 1681 et seq.), may be used by the department for purposes of Section 221.6: (a) You have the right to fair and equitable treatment and you shall not be discriminated against based on your sex. (b) You have the right to be provided with an equitable opportunity to participate in all academic extracurricular activities, including athletics. (c) You have the right to inquire of the athletic director of your school as to the athletic opportunities offered by the school. (d) You have the right to apply for athletic scholarships. (e) You have the right to receive equitable treatment and benefits in the provision of all of the following: (1) Equipment and supplies. (2) Scheduling of games and practices. (3) Transportation and daily allowances. (4) Access to tutoring. (5) Coaching. (6) Locker rooms. (7) Practice and competitive facilities. (8) Medical and training facilities and services. (9) Publicity. (f) You have the right to have access to a gender equity coordinator to answer questions regarding gender equity laws. (g) You have the right to contact the State Department of Education and the California Interscholastic Federation to access information on gender equity laws. (h) You have the right to file a confidential discrimination complaint with the

United States Office of Civil Rights or the State Department of Education if you believe you have been discriminated against or if you believe you have received unequal treatment on the basis of your sex. (i) You have the right to pursue civil remedies if you have been discriminated against. (j) You have the right to be protected against retaliation if you file a discrimination complaint.

**How may I file a discrimination complaint?**

You may file a complaint with School's Title IX Coordinator:

SCVi School Director  
28060 Hasley Canyon Rd.  
Castaic, CA 91384  
661-705-4820  
[info@scvi-k12.org](mailto:info@scvi-k12.org)

A complaint may be filed anonymously if it provides evidence or information leading to evidence to support an allegation of noncompliance.

Otherwise, a discrimination complaint may be filed with the Office for Civil Rights:

San Francisco Office for Civil Rights  
U.S. Department of Education  
50 United Nations Plaza  
Mail Box 1200, Room 1545  
San Francisco, CA 94102  
Phone: (415) 486-5555  
Email: [ocr.sanfrancisco@ed.gov](mailto:ocr.sanfrancisco@ed.gov)

[United States Department of Education Office for Civil Rights Complaint Form](#)

**Is there a statute of limitations for filing an alleged incident of harassment or discrimination?**

Any parent, guardian, individual, organization has the right to file a written complaint of discrimination, harassment, intimidation, and/or bullying on the basis of a protected characteristic within six months from the date the alleged incident occurred or the complainant first obtained knowledge of the facts of the alleged incident.

Consistent with School's Uniform Complaint Procedures policy, the timeline for filing a complaint of discrimination, harassment, intimidation, and/or bullying is extended by the Title IX Coordinator or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the Title IX Coordinator or designee shall be made in writing. The period for filing may be extended by the Title IX Coordinator or

designee for good cause for a period not to exceed 90 days following the expiration of the six-month time period. The Title IX Coordinator shall respond appropriately upon a receipt of a request for extension.

### **How are discrimination complaints investigated?**

Complaints filed with School are conducted pursuant to its Uniform Complaint Procedures (“UCP”) policy. Under School’s UCP policy, School has 60 calendar days from office receipt to investigate the complaint and to send a letter with findings to relevant parties.

During the investigative process, School shall contact complainant and other applicable parties to request documents and information. School provides an opportunity for the complainant to present evidence or information to support his/her allegations.

For federal guidance on how complaint investigations and how complaints may be further pursued, please see the following links:

- [United States Department of Education Office for Civil Rights](#)



## 2021

July 2021						
SUN	MON	TUE	WED	THU	FRI	SAT
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

September 2021						
SUN	MON	TUE	WED	THU	FRI	SAT
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2

October 2021						
SUN	MON	TUE	WED	THU	FRI	SAT
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November 2021						
SUN	MON	TUE	WED	THU	FRI	SAT
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4

December 2021						
SUN	MON	TUE	WED	THU	FRI	SAT
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1

**Every Friday is a Minimum Day\***

	Semester start & end dates
	Holidays/Vacation Breaks
	Individualized Learning Plans, Assessments, Learner Led Conferences, Showcases of Learning

## 2021 - 2022

### SCVi

#### Track A - Independent Study

#### August

24 - First Day of School

#### September

2 - Minimum Day K-5\*

2 - 3 - K-5 Assessments

6 - Labor Day

23 - Minimum Day All Grades\*

23 - 24 - Individualized Learning Plans

#### October

1 - Individualized Learning Plans

11 - 15 - Mid-Fall Break, Professional Learning

#### November

11 - Veterans Day

22 - 26 - Fall Break

#### December

17 - Fall Semester Ends

20 - Jan 10 - Winter Break

#### January

10 - Professional Learning

11 - Spring Semester Begins

12 - Reports of Progress Sent Home

17 - Martin Luther King Jr.

#### February

21 - Presidents' Day

#### March

10 - 11 - Learner Free Days, Professional Learning

18, 24 - 25 - Learner Led Conferences

24 - Minimum Day All Grades\*

#### April

18 - 25 - Spring Break

25 - Professional Learning

#### May

12 - Minimum Day All Grades\*

12 - 13 - K-5 Assessments

30 - Memorial Day

#### June

1, 2, 6 - 10 - Showcases of Learning

17 - Last Day of School

LP #	Learning Period Dates	Days
1	8/24/21 - 9/17/21	18
2	9/20/21 - 10/8/21	15
3	10/18/21 - 11/12/21	19
4	11/15/21 - 12/17/21	20
5	1/11/22 - 2/4/22	18
6	2/7/22 - 3/4/22	19
7	3/7/22 - 4/8/22	23
8	4/11/22 - 5/13/22	19
9	5/16/22 - 6/17/22	24

## 2022

January 2022						
SUN	MON	TUE	WED	THU	FRI	SAT
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

February 2022						
SUN	MON	TUE	WED	THU	FRI	SAT
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	1	2	3	4	5

March 2022						
SUN	MON	TUE	WED	THU	FRI	SAT
27	28	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2

April 2022						
SUN	MON	TUE	WED	THU	FRI	SAT
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

June 2022						
SUN	MON	TUE	WED	THU	FRI	SAT
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2

\*Minimum day = Schools & Learning Studios close early

## 2021

July 2021						
SUN	MON	TUE	WED	THU	FRI	SAT
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11




September 2021						
SUN	MON	TUE	WED	THU	FRI	SAT
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2

October 2021						
SUN	MON	TUE	WED	THU	FRI	SAT
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November 2021						
SUN	MON	TUE	WED	THU	FRI	SAT
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4

December 2021						
SUN	MON	TUE	WED	THU	FRI	SAT
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1

*Every Friday is a Minimum Day\**

	Semester start & end dates		Holidays/Vacation Breaks		Individualized Learning Plans, Assessments, Learner Led Conferences, Showcases of Learning
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## 2021 - 2022

### SCVi

Track A - Site Based

### August

24 - First Day of School

### September

2 - Minimum Day K-5\*

2 - 3 - K-5 Assessments

6 - Labor Day

23 - Minimum Day All Grades\*

23 - 24 - Individualized Learning Plans

### October

1 - Individualized Learning Plans

11 - 15 - Mid-Fall Break, Staff Professional Learning

### November

11 - Veterans Day

22 - 26 - Fall Break

### December

17 - Fall Semester Ends

20 - Jan 10 - Winter Break

### January

10 - Professional Learning

11 - Spring Semester Begins

12 - Reports of Progress Sent Home

17 - Martin Luther King Jr.

### February

21 - Presidents' Day

### March

10 - 11 - Learner Free Days, Staff Professional Learning

18, 24 - 25 - Learner Led Conferences

24 - Minimum Day All Grades\*

### April

18 - 25 - Spring Break

25 - Staff Professional Learning

### May

12 - Minimum Day All Grades\*

12 - 13 - K-5 Assessments

30 - Memorial Day

### June

1, 2, 6 - 10 - Showcases of Learning

17 - Last Day of School

## 2022

January 2022						
SUN	MON	TUE	WED	THU	FRI	SAT
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

February 2022						
SUN	MON	TUE	WED	THU	FRI	SAT
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	1	2	3	4	5

March 2022						
SUN	MON	TUE	WED	THU	FRI	SAT
27	28	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2

April 2022						
SUN	MON	TUE	WED	THU	FRI	SAT
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

June 2022						
SUN	MON	TUE	WED	THU	FRI	SAT
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2

*\*Minimum day = Schools & Learning Studios close early*