

# Agenda

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## **SUTTER COUNTY BOARD OF EDUCATION**

### **Regular Meeting**

Wednesday, July 14, 2021 - 5:30 p.m.  
Sutter County Superintendent of Schools Office  
970 Klamath Lane – Board Room  
Yuba City, CA 95993

### ***Participation Available Via Teleconference***

<https://us02web.zoom.us/j/81427290948>

Meeting ID: 814 2729 0948

A full Board packet is available for review at the Sutter County Superintendent of Schools Office Reception Desk, 970 Klamath Lane, Yuba City, CA (8:00 a.m. – 5:00 p.m., Monday through Friday – excluding legal holidays) and the Sutter County Superintendent of Schools' website at [www.sutter.k12.ca.us](http://www.sutter.k12.ca.us).

#### **5:30 p.m.**

1.0 Call to Order

2.0 Pledge of Allegiance

3.0 Roll Call of Members:

Ron Turner, President  
June McJunkin, Vice President  
Victoria Lachance, Member  
Jim Richmond, Member  
Harjit Singh, Member

4.0 Items of Public Interest to Come to the Attention of the Board

Members of the public are given an opportunity to address the Board regarding items not listed on the agenda. *The California Government Code, Section 54954.3(a) states, ".....no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2.*

5.0 SCSOS Plan for Safe Return to In-Person Instruction and Continuity of Services – Brian Gault

SCSOS had a COVID Safety Plan in place prior to March 11 and has elected to make updates and align that plan with the Plan for Safe Return to the In-Person Instruction and Continuity of Services Template.

6.0 Long Range Facilities Master Plan – Table of Contents Review  
James Peters – **[Action Item]**

Review and preliminary approval of the Long Range  
Facilities Master Plan draft

7.0 Business Services Report  
7.1 Monthly Financial Report – June 2021 – Nic Hoogeveen  
7.2 Investment Report – April 30, 2021 – Ron Sherrod

8.0 Approval of Lease with Toltec Investment and Development  
Company – Ron Sherrod **[Action Item]**

Approval of the lease with Toltec Investment and Development  
Company to house Adult Education Programs located at:  
939 Live Oak Boulevard, Suite A  
Yuba City, CA 95991

9.0 Memorandum of Understanding (MOU) between the Sutter County  
Superintendent of Schools and AeroSTEM Academy  
Joe Hendrix **[Action Item]**

A Memorandum of Understanding (MOU) is required after the  
Board approval of the AeroSTEM Academy charter for a five-year  
period of time from July 1, 2021 through June 30, 2025.

10.0 Items from the Superintendent/Board

11.0 Adjournment

*In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board Meeting room, to access written documents being discussed at the Board Meeting, or to otherwise participate at Board Meetings, please contact the Superintendent's Office at 530-822-2900 for assistance. Notification at least 48 hours prior to the meeting will enable the Superintendent's Office to make reasonable arrangements to ensure accessibility to the Board Meeting and to provide any required accommodations, auxiliary aids or services.*

*All Open Session Agenda related documents, including materials distributed less than 72 hours prior to the scheduled meeting, are available to the public for viewing at the Sutter County Superintendent of Schools Office located at 970 Klamath Lane, Yuba City, CA 95993.*

Agenda Item No. 5.0

BOARD AGENDA ITEM: SCSOS Plan for Safe Return to In-Person Instruction and Continuity of Services

BOARD MEETING DATE: July 14, 2021

AGENDA ITEM SUBMITTED FOR:

       Action

       Reports/Presentation

  x   Information

       Public Hearing

       Other (specify)

PREPARED BY:

Brian Gault

SUBMITTED BY:

Brian Gault

PRESENTING TO BOARD:

Brian Gault

BACKGROUND AND SUMMARY INFORMATION:

The Interim Final Requirements (IFR) issued by the California Department of Education (CDE) outlines several requirements for all LEAs that receive ESSER III funds, including that LEAs have in place a plan for ensuring safety during in-person instruction (either in-progress or planned) as well as ensuring continuity of services should the LEA or one or more of its schools be required to close temporarily for COVID-19-related public health reasons in the future. LEAs who had a plan in place by March 11, 2021, which incorporated opportunity for public comment and was posted publicly, have six months from the date their ESSER III Assurances were completed to update and revise the plans to meet those requirements. Examples of previous plans that may be allowable would be a completed Cal/OSHA or Assembly Bill 86 plan (COVID Safety Plan), as long as it meets the requirements previously stated. LEAs which did not have a statutorily compliant plan in place as of March 11, 2021, must create and post this plan within 30 days of completing their ESSER III Assurances.

SCSOS had a COVID Safety Plan in place prior to March 11 and has elected to make updates and align that plan with the Plan for Safe Return to In-Person Instruction and Continuity of Services Template. The updated plan and template will be submitted within the required 30 day timeline. The Plan is being presented tonight as an information item and opportunity for public comment prior to submission to CDE.

# LEA Plan for Safe Return to In-Person Instruction and Continuity of Services

**LEA Name:** Sutter County Superintendent of Schools

**The LEA will maintain the health and safety of students, educators, and other school and LEA staff, and the extent to which it has adopted policies, and a description of any such policies, on each of the CDC's safety recommendations, including:**

## ☐ **Universal and correct wearing of masks.**

All staff and students will utilize face coverings as indicated by recommendations from the Center for Disease Control, the California Department of Public Health Guidance for the Use of Face Coverings.

Correct use of [well-fitting](#) face [masks](#) with proper filtration by all students, teachers, and staff will be required while indoors, by all people in school facilities, with certain exceptions for certain people, or for certain settings or activities, such as while eating or drinking. Masks will be required in all classroom and non-classroom settings, including hallways, school offices, restrooms, gyms, auditoriums, while on a school bus or in a school operated vehicle, etc..

In general, unvaccinated children and youth do not need to wear a mask outdoors, even if they cannot maintain physical distancing. However, per [CDC recommendations](#), in areas of [substantial to high transmission](#), people who are not fully vaccinated are encouraged to wear a mask in crowded outdoor settings or during activities that involve sustained close contact (including high-risk contact sports) with other people who are not fully vaccinated.

Non-restrictive alternatives to a face covering will be identified and implemented by agreement between the school health official and the parent/guardian. The schools have a supply of disposable face coverings for anyone who is unable to provide their own. Responses for failing to wear a cloth face covering include, providing disposable face covering or exclusion from campus. N95 masks are available when requested by an unvaccinated employee working indoors or in a vehicle.

Staff will be trained and students will be taught and frequently reminded of the proper use of face coverings, including proper use, removal and washing of face coverings and the importance of not touching their face and washing their hands frequently

- [How to Wear a Fabric Mask Safely | WHO](#)
  - [Your Guide to Masks](#)
  - [Masks Protect You & Me](#)
  - [How to Wear Masks](#)
  - [How to Store and Wash Masks](#)
  - [Improve How Your Mask Protects You](#)
- 
- [Types of Masks](#)

❑ **Modifying facilities to allow for physical distancing (e.g., use of cohorts/podding).**

Cohort groups of students will include no more than 16 individuals (per Sept. 4, 2020 guidance) as practicable. To minimize the number of contacts and help students feel safe, as much as practicable, students will work with the same group of students each day of attendance (sometimes referred to as a “stable cohort” in the literature on health and safety). This grouping of students will be purposeful in that all students will share a credentialed teacher and not rotate unnecessarily between groups or classes.

Students will be kept 3 feet apart, as practicable.

6 feet of physical distance will be maintained between adults and between adults and students, as practicable, in the school building. Due to the needs of many SCSOS Special Education students, this is not possible in many cases. In those cases, appropriate PPE will be provided and used.

Screens are installed as practicable at all public contact points such as; office entry, reception desks, business counters, individual meeting/assessment rooms.

❑ **Handwashing and respiratory etiquette.**

SCSOS has implemented routines for frequent hand sanitation focusing on COVID-19 prevention measures including after using restroom, before and after eating, when entering a classroom or office, after taking off or putting on their cloth face cover, after prolonged exposure to high touch area and before and after each task when preparing food in any class.

SCSOS has provided adequate supplies including soap, a way to dry hands, tissues, face masks (as feasible), and no-touch/foot-pedal trash cans. If soap and water are not readily available, schools can provide alcohol-based hand sanitizer that contains at least 60% alcohol (for staff and older children who can safely use hand sanitizer).

SCSOS is using video and print resources as instructional curriculum for students in handwashing and other hygiene practices. Due to the needs of some Special Education students, staff utilize social stories to teach hygiene, mask etiquette, etc.. Examples of resources include:

- [Fight Germs! Wash Your Hands! – CDC](#)
- [Wash Your Hands! | CDC](#)
- [How to Handrub | WHO](#)
- [How to Handwash | WHO](#)
- [Washing hands](#)
- [Avoiding contact with one's eyes, nose, and mouth](#)
- [Covering coughs and sneezes](#)

#### **❑ Cleaning and maintaining healthy facilities, including improving ventilation.**

SCSOS implemented the following cleaning and disinfection measures for frequently touched surfaces:

- Custodial staff has the appropriate tools, equipment, supplies, and training to provide enhanced disinfecting of the facility.
- Steam shall be the primary solution for disinfection and sterilization due to the hazards and regulations concerning chemical use.
- When a chemical disinfectant must be used, we will follow the Department of Pesticide Regulations and Occupational Safety & Health Administration protocols.
- The school has identified and stocked cleaning products using the following guidelines:
  - Cleaning products should, when feasible, be from the Environmental Protection Agency (EPA)-approved list "N" approved for use against COVID-19
  - Following product instructions for use
  - Reducing the risk of asthma related to disinfecting, selecting disinfectant products, when feasible, on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid).

- Avoiding, when feasible, products that mix these ingredients with peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthma.
- Using, when feasible, disinfectants labeled to be effective against emerging viral pathogens, following label directions for appropriate dilution rates and contact times.
- Providing employees training on manufacturer's directions, on Cal/OSHA requirements for safe use and as required by the Healthy Schools Act, as applicable.
- Established a cleaning and disinfecting schedule in order to avoid both under- and over-use of cleaning products.
- Custodial staff has the proper protective equipment including gloves, eye protection, respiratory protection and other appropriate protective equipment as required by the product instructions
- FRA has all products kept out of children's reach and stored in a space with restricted access
- Areas used by any staff or student with temperature or symptoms will be closed off areas and not used before cleaning and disinfection.
  - To reduce risk of exposure, custodial staff will wait 24 hours before cleaning and disinfecting.
  - If it is not possible to wait 24 hours, staff will wait as long as feasible before cleaning and disinfecting

SCSOS maximizes, to the extent feasible, the quantity of outside air for our buildings with mechanical or natural ventilation systems by:

- Utilizing HVAC fresh air economizers, 7% fresh air
- Preventatively maintaining our HVAC system every three months, including coil cleaning and filter replacement.
- Ensuring HVAC units have the maximum filtration efficiency for the unit, as applicable, from MERV 9-13.

SCSOS has developed a survey to provide opportunities for employees to identify possible COVID-19 hazards and report those for evaluation and mitigation when necessary.

- ❑ **Contact tracing in combination with isolation and quarantine, in collaboration with the State, local, territorial, or Tribal health departments.**

Fully vaccinated individuals need not quarantine. Unvaccinated individuals who are exposed to someone who is COVID-19 positive must quarantine for 10 days. Recommend testing 5-7 days from last exposure (but will not shorten 10-day exclusion if negative).

If a student or staff member tests positive for COVID-19, Table 2 from January 14, 2021 [CDPH Reopening In-Person Instruction Framework and Public Health Guidance for K-12 School in California](#) will be followed:

Unvaccinated Student or Staff with:	Action	Communication with School Community
<p>COVID-19 symptoms (e.g., fever, cough, loss of taste or smell, difficulty breathing)</p> <p>Symptom screening: per CDC Symptom of COVID-19.</p>	<ul style="list-style-type: none"> <li>• Send home if at school.</li> <li>• Recommend testing (If positive, see #3, if negative, see #4).</li> <li>• School/classroom remain open.</li> </ul>	<ul style="list-style-type: none"> <li>• No action needed.</li> </ul>
<p>Close contact (†) with a confirmed COVID-19 case.</p>	<ul style="list-style-type: none"> <li>• Send home if at school.</li> <li>• Exclude from school for 10 days from last exposure, per CDPH quarantine recommendations.</li> <li>• Recommend testing 5-7 days from last exposure (but will not shorten 10-day exclusion if negative).</li> <li>• School/classroom remain open.</li> </ul>	<ul style="list-style-type: none"> <li>• Consider school community notification of a known exposure. No action needed if exposure did not happen in school setting.</li> </ul>



<p>Confirmed COVID-19 case infection.</p>	<ul style="list-style-type: none"> <li>• Notify the LHD.</li> <li>• Exclude from school for 10 days from symptom onset date or, if asymptomatic, for 10 days from specimen collection date.</li> <li>• Identify school contacts (†), inform the LHD of identified contacts, and exclude contacts (possibly the entire stable group (††)) from school for 10 days after the last date the case was present at school while infectious.</li> <li>• Recommend testing asymptomatic contacts 5-7 days from last exposure and immediate testing of symptomatic contacts (negative test results will not shorten 10-day exclusion).</li> <li>• Disinfection and cleaning of classroom and primary spaces where case spent significant time.</li> <li>• School remains open.</li> </ul>	<ul style="list-style-type: none"> <li>• School community notification of a known case.</li> <li>• Notification of persons with potential exposure if case was present in school while infectious</li> </ul>
<p>Symptomatic person tests negative or a healthcare provider has provided documentation that the symptoms are typical of</p>	<ul style="list-style-type: none"> <li>• May return to school after 24 hours have passed without fever and symptoms have started improving.</li> <li>• School/classroom remain open.</li> </ul>	<ul style="list-style-type: none"> <li>• Consider school community notification if prior awareness of testing.</li> </ul>

their underlying chronic condition.		
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SCSOS has designated a COVID-19 liaison, to act as the communication point for all COVID-19 concerns. This individual's responsibilities include:

- Managing and supporting contact tracing
- Notifying exposed persons
- Creating and maintaining a database of exposed students and staff
- Communicating with, and submitting lists of exposed students and staff to the local health department

#### **❑ Diagnostic and screening testing.**

Symptom and exposure screening will occur for students and staff at home each day before leaving for school.

1. Parents will be provided with the list of [COVID-19 symptoms](#) and instructed to keep their child at home if the child is feeling ill or has symptoms of COVID-19, even if symptoms are very mild, and to get their ill child tested for SARS-CoV2.
2. Staff members will be provided with the list of COVID-19 symptoms and be instructed to call in sick and stay home if having symptoms of COVID-19 and to get tested for SARS-CoV2.

Unvaccinated staff members who have symptoms of Coronavirus 2019 or who are direct contacts of someone with COVID-19 will be rapidly tested, as feasible, even if the individual is asymptomatic. Note: Indications from public health is that rapid testing may not always be possible or feasible due to conditions outside of the school's control.

- Staff member will be sent home if not already quarantined
- Individual will be directed to undergo testing through:
  - Their healthcare provider, or the County Health Department Testing Sites
- Staff member will be instructed to isolate for 14 days after symptom onset OR 7 days after resolution of symptoms, whichever is longer. (If never symptomatic, isolate for 14 days after a positive test.)
- School-based close contacts (staff and students) will be identified and instructed to test and quarantine for 14 days
  - In stable elementary classroom cohorts: entire cohort
  - In other settings: use seating chart, consult with teacher/staff

- Public Health Department will be notified

Should the state's mandate for testing differ from the testing procedures above, SCSOS will comply with state mandates where possible. SCSOS will adhere to state mandated asymptomatic testing cadences, as feasible. Current recommendation (not mandated)

**☐ Efforts to provide vaccinations to school communities.**

SCSOS has provided our school communities with information on how to receive free vaccinations. We disseminated information on vaccine clinics in our area and hosted a vaccination clinic on site in conjunction with the Sutter County Health Department. We will continue providing our school community with information on how they can receive vaccinations, such as communicating information from <https://myturn.ca.gov/>.

**☐ Appropriate accommodations for children with disabilities with respect to health and safety policies.**

SCSOS provides regionalized and centralized services for members of the Sutter County Special Education Local Plan Area (SELPA). As a SELPA provider, we collaborate with local education agencies to ensure that we are providing appropriate accommodations for children with disabilities with respect to health and safety policies. SCSOS follows the health and safety policies implemented by the LEAs we serve as well as health and safety policies developed internally for classrooms for students with disabilities. Individualized accommodations have been put into place for our students with disabilities to ensure access to their Education plan, and at the same time following health safety guidelines. Due to the severe needs of our students, there has to be flexibility in some of the areas of safety and hygiene due to their medical, sensory and cognitive needs.

**☐ Coordination with State and local health officials.**

The Sutter County Superintendent of Schools and senior management members met weekly with the Sutter County Health Officer for approximately a year to ensure SCSOS schools and programs acted in coordination with state and local health officials. Recently, the Sutter County Health Officer reduced the meeting frequency to bi-weekly and then ended regular meetings in June of 2021. However, the Sutter County Superintendent of Schools and key leaders from his office continue to have access to the local health officer and her office as needed to ensure continued coordination. SCSOS staff also monitor state communications and state level associations to assist with coordination.

- ☐ **Describe how the LEA will maintain, or continue to maintain, health and safety policies and procedures. Include a description of any adopted policies and procedures regarding the CDC's safety recommendations (or available LEA website links to such policies). Include descriptions of appropriate accommodations adopted and coordination efforts conducted with outside State and local health officials. Please include or describe current public health conditions, applicable State and local rules and restrictions, and other contemporaneous information that informs your decision-making process.**

Health and safety policies and procedures were developed with local input based on guidance from CDC, CDPH, CDE, CalOSHA, and the local health officer. Where possible, model templates and rubrics were utilized to ensure best practices.

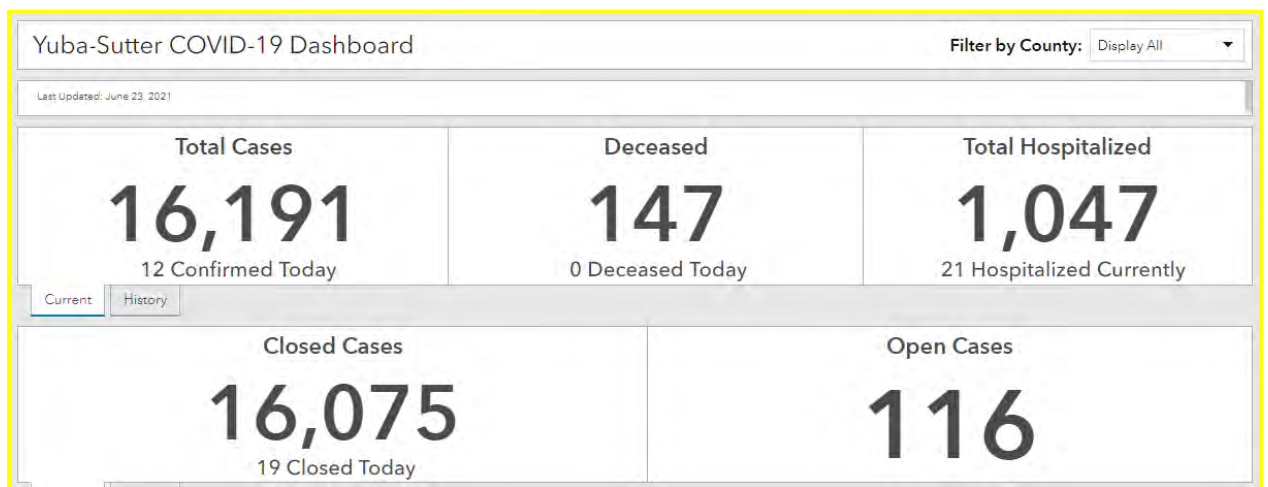
Plans, Policies, and Procedures developed were:

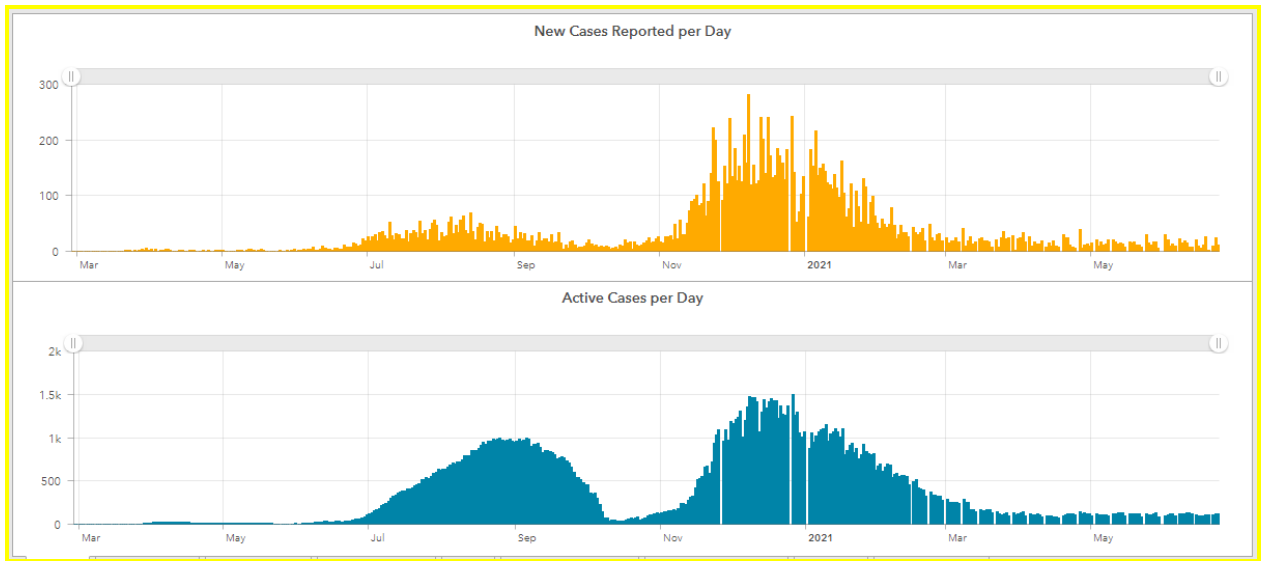
- COVID-19 [Operations Written Report](#)
- [COVID Safety Plan \(CSP\)](#): which included the Cal/OSHA Prevention Plan (CPP) and the SCSOS COVID-19 School Guidance Checklist
- Feather River Academy Plan for Classroom-based Instructional Activities 2020-2021
- Feather River Academy Plan for Classroom-based Instructional Activities 2020-2021
- Distance Learning Guide for Itinerant and DIS Providers
- SCSOS Response Guide to a Confirmed or Suspected Case of COVID-19
- [Learning Continuity and Attendance Plan](#)

Accommodations Provided Were:

- Working Remotely
- Distance Learning
- Independent Study
- Cohort support
- Counseling/Mental Health Support
- Food Services during school closures
- Opportunities for childcare

[Current health conditions posted by our Local Health Department](#) on June 24, 2021 are:





- ☐ **The LEA will ensure continuity of services, including but not limited to services to address students' academic needs and students' and staff social, emotional, mental health and other needs, which may include student health and foodservices.**

**Describe how the LEA will ensure continuity of services in case isolation, quarantine, or future school closures are required, including how the LEA will meet the needs of students with disabilities and English learners.**

SCSOS Developed a [Learning Continuity Plan](#) to ensure continuity of services. Furthermore, SCSOS will follow the most current guidance from CDC, CDPH, CDE, and our local health officer to ensure continuity of services.

Current guidance dictates that students, teachers, and staff with positive test results will [isolate](#), and [close contacts](#) will [quarantine](#). SCSOS staff will report positive cases to the health department as soon as they are informed. School officials will notify families of close contacts as soon as possible after they are notified that someone in the school has tested positive (within the same school day as practicable).

If one or more Covid-19 cases at the school site:

- Students and staff in any affected cohort will switch to distance learning for 14 days
- School leadership will communicate directly with affected students and staff through email or telephone

- Possible shut down of the entire school if multiple cohorts are affected, with school leadership communicating with school community through social media, prior to any closings, and with any updates prior to re-opening.

If there are Covid-19 cases at multiple school sites in the county office of education, then continuation of measures from above, plus:

- Leadership may possibly close multiple school sites, or entire district as determined by community health needs
- Leadership will communicate with the FRA community through social media, prior to any closings, and with any updates prior to re-openings

During school closure, isolation or quarantine:

**Social emotional** and crisis counseling will be provided in-person or virtually as the conditions and guidance dictates. 1 - 1 counseling will continue either virtually or in an in-person setting with sneeze guards and appropriate PPE. Established group therapy will continue in the least restrictive environment allowable. Student well-being will be monitored by school staff and through the use of Kelvin Pulse Surveys where appropriate. SEL resources for [parents](#) and [students](#) are available on the SCSOS website.

Each **English Learner** will be assigned an instructional aide to provide additional support for all course work through weekly in-person or virtual meetings.

SCSOS **Special Education** DIS services will be provided via distance learning format as appropriate. Our program provides home based learning activities through a variety of avenues. We individualized our approach to our students and families during isolation, quarantine or school closures. Our Special Education team provides home learning through technology, packets of work, weekly Zoom meetings with students, phone calls and other creative avenues dependent on student need. We ensure that students have access to engage in distance learning by providing family tools such as Chromebooks, visual icons, manipulatives and paper/pencil. Our staff are in constant communication with families on a weekly basis and conduct IEP meetings virtually to provide families ongoing support through this process.

#### ❑ **Continuity of services for Isolation**

Students, teachers or staff with a positive test result will [isolate](#). This involves staying home until 10 days since symptoms first appeared, 24 hours with no fever without fever-reducing medication and other symptoms are improving.

Continuity of services for students in isolation will be provided through independent study or distance learning protocol. Both include daily live interaction, as practicable based on the health and stamina of the student.

☐ **Continuity of Services for quarantine**

Students, teachers and staff who might have been exposed to COVID-19 will [quarantine](#). This involves staying home for 14 days after the last contact with a person who has COVID-19.

Continuity of services for students in isolation will be provided through independent study or distance learning protocol. Both include daily live interaction, as practicable based on the health and stamina of the student.

☐ **Continuity of services for school closure**

Continuity of services for students during school closure will be provided through synchronous remote learning.

Feather River Academy students will be assigned a daily morning meeting with an Advisory Teacher. The primary purpose of Advisory being social emotional monitoring, school culture building activities and logistics/scheduling. Students will transition from Advisory to virtually attend two scheduled classes each day. Students will be assigned to the appropriate teacher based on course enrollment. Distance learning curriculum will be provided and managed through the online Edgenuity Courseware platform. Students have established logins to access the curriculum and personalized courses. Daily live interaction/instruction to support appropriate progress will take place through Zoom meetings, phone calls, emails and texting. All technology will be provided as needed. This includes chromebooks and hotspots.

☐ **The LEA sought public comments in the development of its plan and took those comments into account in the development of its plan.**

**Describe the LEA's policy or practice that provided the public with an opportunity to provide comments and feedback and the collection process. Describe how any feedback was incorporated into the development of the plan.**

The SCSOS COVID-10 Safety Plan (CSP) that was developed prior to March 11, 2021 was updated and re-formatted using this template and based on new information, new requirements, and new opportunities for stakeholders, including the public, to provide comments and feedback during meetings held on:



June 16 - 21: Solicit input for SCSOS Cabinet members

June 21-25: Solicit input from school staff at Feather River Academy, Pathways Charter Academy and Special Education

June 24: SCSOS Public Comment Meeting by ZOOM. Plan and Zoom link shared through email, webpage and social media on June 21

July 14, 2021- Public comment at Board Meeting

July 24, 2021: Safe Return to In-Person Instruction and Continuity of Services Plan posted to SCSOS Website

☐ **Feedback incorporated into the plan:**

An SCSOS employee said he thought we could remind people about how they can utilize the <https://myturn.ca.gov/> website to get injections, so we included communicating reminders about the myturn.ca.gov website in this plan.

FMOF will update the section on *Cleaning and maintaining healthy facilities, including improving ventilation* based on June 2021 guidance.

CDPH/OSHA Webinar 6/23

- Updated: Universal and correct wearing of masks section are not required of students or staff while in an outdoor setting
- Updated: Fully Vaccinated individuals need not quarantine
- Symptom and exposure screening will occur for students and staff will occur at home each day before leaving for school.
- Modified the 3' requirement by removing the "when cohorting"
- Links to mask and hand washing/hygiene training material

Agenda Item No. 6.0

BOARD AGENDA ITEM: Long Range Facilities Master Plan – Table of Contents Review

BOARD MEETING DATE: July 14, 2021

AGENDA ITEM SUBMITTED FOR:

PREPARED BY:

☒ Action

James Peters, FMOF

☐ Reports/Presentation

SUBMITTED BY:

☐ Information

James Peters, FMOF

☐ Public Hearing

PRESENTING TO BOARD:

☐ Other (specify)

James Peters, FMOF

BACKGROUND AND SUMMARY INFORMATION:

Review and preliminary approval of the Long Range Facility Master Plan draft.

# **Sutter County Superintendent of Schools Long Range Facilities Master Plan**

## **DRAFT**

*May 2021*



**Prepared for the Board of Education**

**Ronald Turner, Board President, Trustee Area 1**

**Jim Richmond, Trustee Area 2**

**June McJunkin, Board Vice-President, Trustee Area 3**

**Harjit Singh, Trustee, Area 3**

**Victoria Lachance, Trustee Area 4**

**Superintendent, Tom Reusser**

**Assistant Superintendent, Business Services Ron Sherrod,**

**Director Facilities, Maintenance, Operations, and Fleet, James Peters**



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## Long Range Facilities Master Plan

May 2021

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DRAFT

## SECTION 1: INTRODUCTION

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The purpose of this Long Range Facilities Master Plan is to provide an assessment of existing facilities-related conditions within the SCSOS, a tool to identify future facility' needs, and provision of "suggested next steps" for the SCSOS to consider as it further refines its facilities implementation plan. This document could become a Board of Education policy to set the standard for current and future support of the SCSOS educational learning program.

To assist the SCSOS with developing the plan, the SCSOS commissioned the services of Eric Hall & Associates, LLC (EH&A).

Headquartered in Yuba City, Sutter County, California, the SCSOS has facilities in Sutter and Nevada Counties.

There are 12 school districts and 9 Charter Schools serving more than 20,000 students in grades PK-12 within this nearly 608 square mile suburban/rural County.

The purpose of this LRFMP is to identify the educational needs of the spaces at sites, evaluate student enrollment, calculate classroom utilization, assess facility conditions, identify improvements needed, and identify funding options and opportunities. This LRFMP includes:

- ✚ Identifying needs of spaces found at various sites;
- ✚ Assessing the Sutter County Superintendent of School's capacity for housing students;
- ✚ Determine repairs, modernizations, upgrades, and additions needed by school site, support facilities, and organization-wide operating facilities, to achieve the Sutter County Superintendent of Schools' goals;
- ✚ Identifying potential sources of funding for construction of facilities within the Sutter County Superintendent of Schools;
- ✚ Identifying activities to maximize potential funding;
- ✚ Developing a plan for periodically updating the Sutter County Superintendent of Schools' LRFMP;

This document will best serve the Sutter County Superintendent of Schools if it is regularly updated. It will provide a current identification of opportunities and challenges associated with changes in pupil enrollment, housing development, the condition of facilities, changes in technology, and the educational learning program.




## Executive Summary

The Sutter County Superintendent of Schools, Mr. Tom Reusser, is striving to lead the SCSOS office in a direction that best serves students, Sutter County Districts, and the community. With a specific impression that education leads to opportunity, and opportunity looks different to each unique individual within the community, Mr. Reusser aspires to ensure that the SCSOS is positioned to help everyone grow and thrive in the direction that best suits their hopes and dreams. While maintaining a high priority in the k-12 education arena, Mr. Reusser has also prioritized adult education and regional occupation programs. A critical piece in this equation is determining at what capacity the SCSOS can fulfill this vision while limiting duplication of services for our regional partners. This Long Range Facility Master Plan has been initiated for the SCSOS Board of Education to assist in this endeavor.

A Long-Range Facility Master Plan (LRFMP) is an essential tool for reviewing facilities, determining recommended improvements, and exploring available resources. The LRFMP is also an important instrument to identify facility needs related to the educational program, calculate classroom capacity, assess facility conditions, identify improvements needed and identify funding options and opportunities.

The Sutter County Superintendent of Schools is to be commended for recognizing the importance of the teaching and learning environment and initiating this LRFMP as a part of their strategic goal of providing a safe and effective learning environment. This report provides a framework for the Sutter County Superintendent of Schools to focus on improving its existing facilities, developing a plan to prioritize facilities needs, and pursuing the financial resources to fund the priority improvements.

Highlights and summary of the LRFMP include:

-  As a vital part of the process of creating an LRFMP, the Sutter County Superintendent of Schools, in consultation with Eric Hall and Associates (EH&A), conducted detailed site assessments to identify capital needs and other facilities requirements. As a result, site-specific and global needs that promote and align with the Sutter County Superintendent of Schools' vision and the Board's high priority goals are identified.
-  Sutter Pointe's land-use plan offers over 3,600 acres of commercial and industrial employment uses, 2,900 acres for new homes (17,500 units), and 1,000 acres of parks, recreation, open space, and community facilities. The SCSOS is monitoring progress and preparing for a potential increase in students within the County.
-  The One Stop and Adult Education have been integral to the SCSOS and the community for decades, adapting to provide much-needed services as the community evolves. As a result, the SCSOS is considering opportunities for growth in this arena.






- ✚ Using the Sutter County Superintendent of Schools "definition" of classrooms, the SCSOS has 51 instructional spaces, consisting of 38 permanent classrooms and 13 portable classrooms for k-12, Shady Creek, and Adult Education.
- ✚ Using the SCSOS "loading" (the number of students typically found in each classroom), the SCSOS can accommodate 1216 students in all of its classrooms presently (not accounting for COVID - which is at 25% for pre-April 2021 6 foot standard, 12 at current standard). Thus, the loading reflects the capacity for both permanent and portable classrooms.
- ✚ The SCSOS has a vacant lot to the West of the SCSOS office. The SCSOS is considering constructing a new building on the lot as a regional education and conference center.
- ✚ The LRFMP identifies facility projects and improvements due to the age of facilities. Some projects are identified and described in the LRFMP. These projects include safety and security needs, upgraded support facilities, and upgraded instructional facilities.

Looking forward, EH&A recommends that the Sutter County Superintendent of Schools and Board:

- ✚ Finalize the list of facility improvements identified in the LRFMP based on SCSOS priorities and potential funding;
- ✚ Authorize the development of a capital implementation plan for facility projects, to include phasing of projects and develop a schedule of activities;
  - \* Authorized on May 25, 2021, during the first LRFMP draft review Board workshop
- ✚ Periodically review and update enrollment projections, classroom inventories, administrative capacity, facility conditions, and funding options;
- ✚ Utilize the LRFMP to improve the learning and organizational environment and determine the direction for enhancing facility assets.

## The Master Plan Development Process

Various techniques were utilized throughout the development of the LRFMP. Initiated in the mid-stage of the 2019-20 academic year, the LRFMP has suffered some delays in production due to COVID-19. Activities, techniques, and strategies that were employed during the completion of the plan are briefly summarized below:

-  Interviews and teleconference meetings were conducted with the Superintendent, respective site administrators, and staff on a broad range of facilities-related topics and issues.
-  Records research was conducted utilizing files and archives of the SCSOS, California Department of Education (CDE), the Division of the State Architect (DSA), and the Office of Public School Construction (OPSC).
-  Google Earth and digital images were created and utilized to assess existing conditions and to document findings.

## Facility Funding Alternatives



A great deal of time and effort has been invested in researching and identifying potential funding sources to address the financial requirements associated with projects.

The analysis identified that SCSOS received \$11,741,926 in State School Facility Program new construction funding since 2002 to construct Feather River Academy and additional classrooms at Riverbend Elementary and River Valley High School. The State funded 100% of the cost of these projects through the financial hardship program.

The SCSOS may have COVID Elementary and Secondary School Emergency Relief (ESSER) funds for reopening, a potential funding source for some facilities projects.

## Recommendations/Next Steps

An integral component within the Master Plan is identifying recommendations and next steps to create a more fine-tuned facilities implementation plan – in essence, creating a series of action plans through which the SCSOS can address its identified needs. These recommendations/next steps are briefly listed below.

-  Establish an optimal enrollment goal for each program within the SCSOS.
-  Identify the desired building projects that need to occur to accommodate site/program improvements over the next five years.

- ✚ Commence program planning for the SCSOS future modernization projects.
- ✚ Create a - facilities steering committee that will, amongst other things, help to promote awareness of and support for facilities improvements throughout the SCSOS.
- ✚ Forward copies of the final/Board-adopted Master Plan to:
  - ❖ All sites within the SCSOS sphere of influence
  - ❖ Sutter County Department of Land Planning, California Government code 65352.2
  - ❖ Yuba City Department of Land Planning, California Government code 65352.2

## Updating of the Long Range Facilities Master Plan

It is suggested the Board of Education require updating of the Long Range Facilities Master Plan aligned to the budget development for the incoming Fiscal Year. The update should offer current information about modern educational programs, existing facilities and maintenance activities, recommendations for short-term and long-term improvements, a projected schedule of activities, and updated funding options.

## Board of Education

### Mission

The mission of the Sutter County Superintendent of Schools Board is to do what is best for our students.

### *Sutter County Superintendent of Schools Priority #1: Doing What's Best for Kids.*

The Sutter County Superintendent of Schools is dedicated to ALL students achieving academic excellence and becoming productive, responsible citizens in our ever-changing, diverse society. To this end, the Sutter County Superintendent of Schools values each parent as an involved partner in the mission and working together.

### Vision

The Sutter County Superintendent of Schools Board, as a premier Board, provides a unified voice for students, staff, and community through the following:

- ✚ Support for county office programs and Sutter County Superintendent of Schools to ensure excellence in education;
- ✚ A system of checks and balances for budget;
- ✚ Local Control and Accountability Plan (LCAP);
- ✚ Adoption of courses of study;
- ✚ Collaboration with the Superintendent and engagement of the community to promote the mission and vision of the county office; and
- ✚ A plan for providing safe, state-of-the-art facilities.

### Collective Commitments

The Sutter County Board of Education commits to:

- ✚ Act collectively and openly as a cohesive Board;
- ✚ Be informed by recommendations of the Superintendent and professional staff;
- ✚ Advocate for students, staff, and community;
- ✚ Be knowledgeable about California Constitution;
- ✚ Ensure fiscal stability;
- ✚ Fulfill legal mandates; and
- ✚ Be visible in the community.

## Goals

The Sutter County Board of Education has adopted the following goals aligned with our vision and mission:

- ✚ Remain current regarding knowledge of budget and programs through Board training sessions and annual reports from county office departments and programs;
- ✚ Gain a deeper understanding of the LCAP and its implications for students;
- ✚ Be visible in the community by providing student scholarships, attending programs, school events, and Sutter County Superintendent of Schools Board meetings;
- ✚ Promote the Sutter County Superintendent of Schools' mission and vision;
- ✚ Collaborate with the County Superintendent and approve a facilities plan in Spring of 2021; and
- ✚ Develop and update Board bylaws.

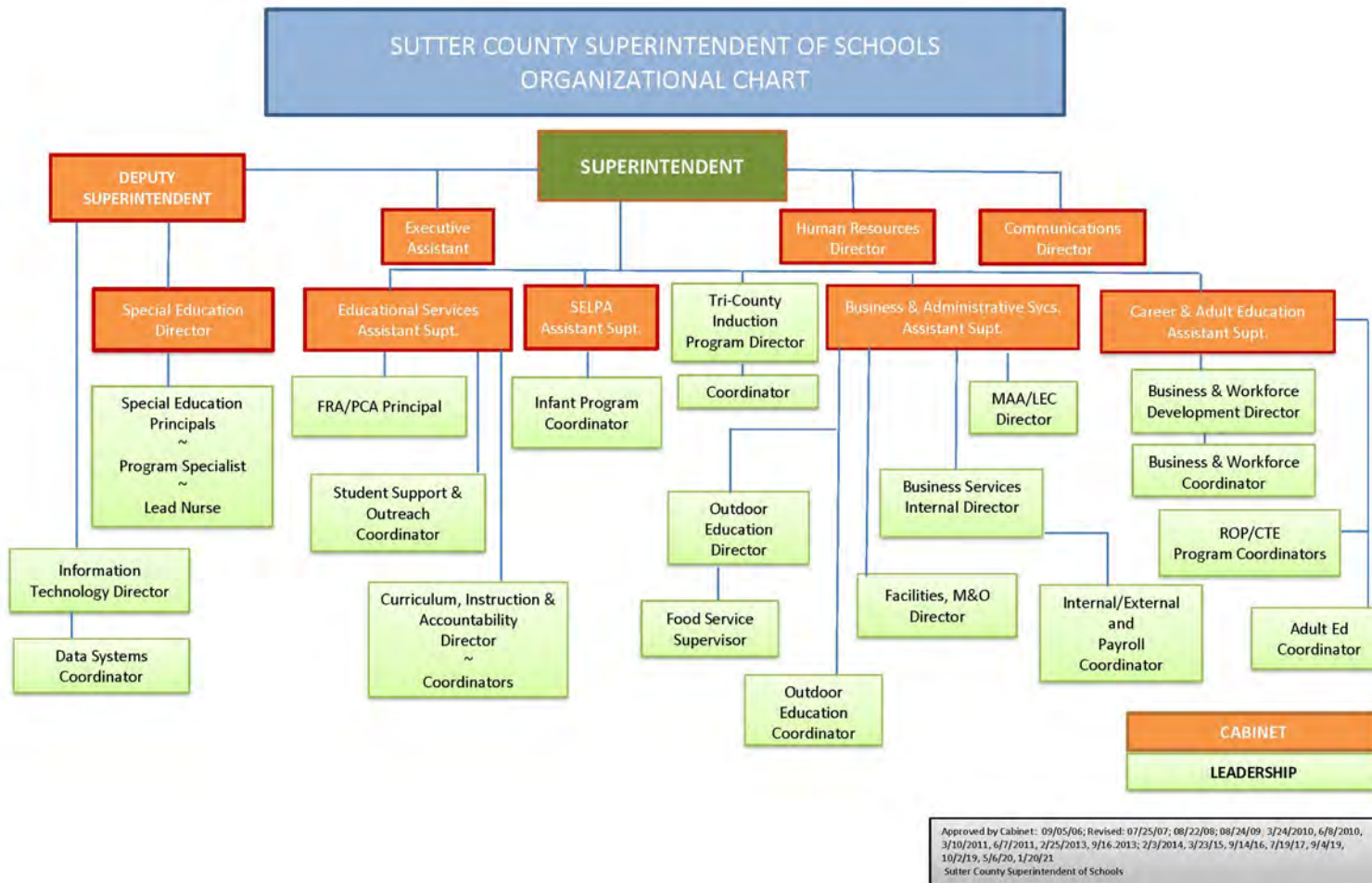
## Roles of the Sutter County Board of Education

The Board of Education of the Sutter County Superintendent of Schools Office provides leadership to support the success of public education. Their responsibilities include assuring appropriate educational environments and curricula for students, approving the office's budget and acquisitions of real property, and determining the salary of the County Superintendent of Schools. Trustees serve as an appellate panel in areas such as denials of student inter-district transfers, expulsion appeals, and denials of charter school petitions. They also serve as the Sutter County Committee on School District Organization with approval authority in respect to all proposed changes of school district boundaries.



Organizational Structure (next page)

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## SECTION 2: NATURE OF THE SUTTER COUNTY SUPERINTENDENT OF SCHOOLS

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### Background

Located in North-Central California, Sutter County has 12 school districts and 9 charter schools. As of the 2020-21 census day, approximately 23,695 students were enrolled in Sutter County schools, including approximately 487 students served directly by the SCSOS. The Sutter County Superintendent of Schools is headquartered in Yuba City, with facilities throughout Sutter and Nevada Counties. The SCSOS offers many programs and services to the student and community populations throughout the region, including fiscal assistance and oversight, special and alternative education programs, Tri-County Career Technical & Induction programs, a Special Education Local Planning Area, curriculum, instruction, and assessment support and other roles.

According to a Fiscal Crisis & Management Assistance Team (FCMAT) report in 2017, the SCSOS works with the Superintendents of School Districts to provide services and support to all of the individual public and charter school districts within its boundaries. The County Superintendent is responsible for examining and approving School District budgets and expenditures. The passage of AB1200 gave County Superintendents additional powers to enforce sound budgeting and ensure the fiscal integrity of the Districts. While county offices historically received funding to offset the costs of services provided to small School Districts, with the passage of the Local Control Funding Act in 2013, these dollars are no longer broken out but are now included in the SCSOS's base funding model.



## Alternative Education Programs

### Tri-County ROP

Tri-County ROP will provide high-quality career training programs and services to its customers and shall remain committed to continuous improvement. Program completers will be qualified to assume entry level employment in the occupation for which trained and/or advance to higher level careers through postsecondary education.

Tri-County ROP has provided top quality career technical education programs for high school students and adults for over 40 years. The program provides these programs in Colusa, Sutter, and Yuba Counties. Courses offered by ROP cover career paths that integrate the 15 California State Board of Education approved Career Clusters:

Agriculture and Natural Resources  
Arts, Media, and Entertainment  
Building Trades and Construction  
Education and Family Services  
Engineering and Design  
Finance and Business  
Health Science and Medical Technology  
Hospitality, Tourism and Recreation  
Information Technology  
Manufacturing and Product Development  
Marketing, Sales and Service  
Public Services  
Transportation

Courses are open to students in 11th or 12th grade and live in a school district that participates in ROP. Students are eligible whether they are a regularly enrolled student or not. This includes adults, private school students, charter school students, students on independent study, and students with disabilities. Classes are held at high school campuses and other locations throughout the Tri-County area.

### Adult Education

The purpose of the SCSOS Adult Education program is to assist students (16 1/2 years and older) to complete course work in preparation for passing the General Educational Development (GED) exam; the California High School Exit Examination (CAHSEE) or completing the requirements for a SCSOS High School diploma.

English as a Second Language (ESL) is also offered both during the day and evening hours. EL Civics Citizenship courses are provided as are Vocational English as a Second Language (VESL) classes for those limited English speakers who seek specific trade or skills language.

Career Technical Education (CTE) is in the process of being expanded in the Adult Education program. These CTE programs may be housed at the Sutter One Stop or other locations in the community.

### Feather River Academy County Community School



Feather River Academy (FRA) provides students in grades nine through twelve with an alternate placement for academic success through an individualized approach, emphasis on core subjects, life-long social skills, access to community services for both student and families, and smaller class sizes. Students are provided with opportunities to learn academic skills and individual responsibility necessary for the adult work world.

Each student's educational program is individually assessed and prescribed. The community school course of study will be adopted by the County Board of Education and must enable students to continue academic work leading to the completion of a regular high school program. (Ed. Code, § 1983.)

### Independent Study Program



The Independent Study Program (ISP) offers a personalized learning schedule for students enrolled in Feather River Academy. The program is suited for the student who works part-time, seeks an alternative educational program, is less distracted studying in a non-classroom environment, or has difficulty traveling to school to attend daily instruction. The ISP offers comparable curriculum and learning opportunities, as students would receive if participating in daily classroom attendance. Students are required to complete the graduation course requirements as outlined in the course of study and all mandated assessments including the California High School Exit Exam (CASHEE) commencing in 2006.

### Pathways Charter Academy



Pathways Charter Academy provides an educational opportunity that offers California standards-aligned curriculum, individualized instruction through an independent study/personalized learning approach designed to maximize growth of all students, and a goal-oriented program of helping every student realize his or her potential. All students will complete a comprehensive intake assessment to create an individualized success plan that includes a rigorous individualized learning plan tailoring students' education to their personal needs, strengths, weaknesses, abilities, and interests. Social-emotional-behavioral supports, career exploration and preparation, and college attendance are strong components of our educational focus to make learning relative and meaningful.

As a County Community School, PCA serves pupils for whom the county office of education would otherwise be responsible for providing direct education and related services. This includes serving pupils based on parent request or referred by agencies. County Community Schools may enroll pupils whose school districts of attendance or, for pupils who do not have school districts of attendance, school districts of residence, have, at the request of the pupil's parent or guardian, approved the pupil's enrollment in a county community school.

Pupils in the core program may also be referred through SARB, Juvenile Probation, Expulsion, or otherwise be involved in the Juvenile Justice System. These pupils who do not need intensive services may be enrolled in our core program.

### Special Education Programs

Special Education Services are provided using Special Day Classes (SDC), Resource Specialist Program (RSP), and supplemental services such as psychological, health, speech, adaptive PE, and occupational therapy. Classrooms are provided at District sites, for inclusivity with the general population.

#### Emotional Disturbance (ED)/Day Rehabilitation Program

The ED/Day Rehabilitation program is designed for special education students whose emotional/behavioral problems have adversely affected their academic development. Students are identified after accommodations and interventions have been tried in their home school with little or limited success. The program provides an intense therapeutic environment in an educational setting. Students are sometimes referred for services as a less restrictive alternative to residential placement or are transitioning back to the community from a residential placement. The ultimate goal of the ED/Day Rehabilitation program is the reintegration of the student into a less restrictive school setting. Efforts are made to transition the student back to their home school through integration in local school programs. All mainstreaming activities are planned and supervised to ensure as much success as possible. This transition helps the students to ease back into the school community while the program can still provide maximum support.

#### Self-contained Services - Non Categorical (SCS/NC)

The Self-contained Services - Non-categorical (SCS/NC) provides services to students who are identified through the individual education program (IEP) process as needing intensive structure and support. Students attending the self-contained services - non-categorical SCS/NC have one of the federal and State identified disabilities and the student's needs cannot be met in the school of

residence due to requiring more intense services.

### Deaf/Hard of Hearing

The services of the D/HH program follow a total communication approach, which develops aural/oral skills in students. Other components of the D/HH program services include the following: a standards-based curriculum; opportunities for mainstreaming from kindergarten through high school; use of assistive technology; whole class speech and language services, as well as, individual speech and language services based upon the student's individual education program (IEP).

### Tri-County Induction Program

(Formerly BTSA)

The Tri-County Induction Program is an accredited induction program that fulfills professional clear credential requirements for multiple and single subject, education specialist, career technical education, and administrative services credential holders. Utilizing a locally designed formative assessment system, credential candidates apply pre-service knowledge and experience with the assistance of a trained mentor. Based on the California Standards for the Teaching Profession (CSTP), support is specific, job-embedded, and evidence-based. The Induction Program partners with the candidates' school site leadership, district office leadership and county office leadership to provide a contextualized growth experience. We are committed to accelerating educator effectiveness to accelerate student learning.

### Shady Creek Outdoor School and Conference Center

Shady Creek Outdoor School and Conference Center is a 132 acre property located in Nevada County. Shady Creek provides outdoor science aligned to State curriculum standards for students grade six through eight from schools throughout California and Oregon. Students reside at Shady Creek for their week of instruction, which lends to many learning and social opportunities that students would not typically acquire at a traditional school.

### Sutter County One Stop

The Sutter County One Stop provides employment opportunities, services to job seekers, and training to build a quality workforce. Since 1984, One Stop has worked with local business to meet their hiring, training, and human resource assistance needs. One Stop continues to offer career exploration, job search assistance, on-the-job training, vocational training, and Adult Education. One Stop has been successful by building strong relationships with local businesses.

## SECTION 3: EDUCATIONAL SPECIFICATIONS

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### Educational Programming

The Sutter County Superintendent of Schools LRFMP is broad in scope, and the formulation is a complex undertaking central to the planning process as a whole. The LRMP is formulated as a result of study and input from various groups of staff, parents, community members, and administrators. Task forces composed of teachers and administrators evaluate curriculum, develop changes and devise strategies for the smooth implementation of improvements. Staff and the various councils, committees, parents, and other groups also become involved in the planning process. The success of all subsequent planning is dependent upon the master plan accurately and thoroughly articulating the educational philosophy of the community, specifying the ways administration and staff will attempt to realize the educational program goals.

The SCSOS has made and continues to make concerted efforts to articulate the curriculum through cooperative efforts with the community it serves. Future educational planning must include the articulation theme to provide opportunities for continuous progress for students. EH&A highly recommends the development of an Educational Specification.

### Professional Development

The Board and Superintendent place a high value on professional improvement and growth for all classification of employees. The staff development program is derived from the annually determined curriculum and instruction goals. Individual professional growth of all employees is strongly encouraged, and financial support is provided when appropriate. The SCSOS provides staff with opportunities to improve their knowledge and skills and participate in curriculum and instruction decision-making.

### Performance Evaluation

Evaluation is an ongoing process for both programs and personnel with the ultimate purpose of improving the educational process. It is the means by which the performance of the school or a program in fulfilling its goals is assessed. The utilization of evaluation data as feedback and guide for improving the educational program is of utmost importance.

The SCSOS provides for the evaluation of student performance by means of the California Assessment Program, nationally standardized tests and locally designed instruments and assessment tools. Additional student assessment instruments are used for special circumstances and purposes.

## The Educational Program and Facilities Planning

### Educational Environment

Every facility the SCSOS operates is an educational environment created in part by the policies of local, State, and Federal agencies. Therefore, the planning of new schools needs to consider the impact of these policies.

- "No Child Left Behind" (NCLB) is the reform effort passed into law on January 8, 2002, and is built on four (4) principles: accountability for results, more choices for parents, greater local control and flexibility, and an emphasis on doing what works based on scientific research. NCLB measures student achievement (Adequate Yearly Progress) based on State adopted standards. Schools not hitting their annual targets are afforded the opportunity for assistance to improve student performance. Under the NCLB Act, the SCSOS is required to provide additional options to students who are attending schools not hitting their annual targets over successive years. These schools are designated as Program Improvement. The first option, Supplemental Education Services, allows parents to take advantage of outside educational contractors, such as Sylvan Learning Center. The second option, Choice Transfer, allows parents to request for their children to attend Non-Program Improvement schools in the SCSOS and be transported there using Title I funds.
- California State Standards: Working with No Child Left Behind, the State of California has established standards for student achievement in all basic subject areas. The State has mandated testing in these areas, and the results are used to determine if schools are making progress. As a result, state standards have become a focal point for the curriculum and the instructional program. Many classroom activities are designed to help students meet the California State Standards.

## SECTION 4: DEMOGRAPHICS

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### Student Population

The preparation of a demographic study for the SCSOS assumes certain standards of measurement universal for all school systems within California and that have been codified in the Education Code. These standards provide guidelines for measuring school capacities and the projection of enrollment growth, as compared to the common standards that regulate all California schools, to be used in establishing a method of the measurement of the SCSOS.


In no way should this approach be construed as a recommendation that the SCSOS should apply, or not apply, for funding under any of the State School Facility building programs. Funding mechanisms and recommendations will be contained in a later section of this study. However, Section 5 does provide an analysis of actual school site capacities and projected enrollments and other related demographic data on which a finding of the condition of impact may be based. This basis may result from current or continued residential, commercial, or industrial development within the SCSOS or enrollment growth caused by demographic changes.

In November of 2020, the Sutter County Board of Supervisors voted to approve Phase 1 of Sutter Pointe. This project phase will envelop 386 acres and plans to include 3,388 single-family homes, 399 multi-family homes, and up to two K-8 schools. Housing construction is scheduled to begin in 2023.

In total, Sutter Pointe will be developed over the next 20-30 years with a total of 17,500 homes with an estimated population increase of 47,000-49,000. A development of this size will have an impact on the regional demographics. The SCSOS has been monitoring the progress of Sutter Pointe, and it continues to consider the implications in future planning.

### Data Collection

Data for this Master Plan has been derived from several sources. These sources include the following:

-  Federal Census information of various types has been collected and is presented in numerous tables. It has been used as a supplement to SCSOS information and provides valuable background information about residents of Sutter County.



## General Information

PEOPLE	Population
Population estimates, July 1, 2019, (V2019)	96,971
Population estimates base, April 1, 2010, (V2019)	94,756
Population, percent change - April 1, 2010 (estimates base) to July 1, 2019, (V2019)	2.3%
Population, Census, April 1, 2010	94,737
Age and Sex	
Persons under 5 years, percent	<del>業</del> 6.9%
Persons under 18 years, percent	<del>業</del> 25.8%
Persons 65 years and over, percent	<del>業</del> 15.6%
Female persons, percent	<del>業</del> 50.2%
Race and Hispanic Origin	
White alone, percent	<del>業</del> 72.7%
Black or African American alone, percent <a href="#">(a)</a>	<del>業</del> 2.7%
American Indian and Alaska Native alone, percent <a href="#">(a)</a>	<del>業</del> 2.4%
Asian alone, percent <a href="#">(a)</a>	<del>業</del>





## Long Range Facilities Master Plan

May 2021

	17.0%
Native Hawaiian and Other Pacific Islander alone, percent <a href="#">(a)</a>	<del>17.0%</del> 0.4%
Two or More Races, percent	<del>17.0%</del> 4.8%
Hispanic or Latino, percent <a href="#">(b)</a>	<del>17.0%</del> 31.9%
White alone, not Hispanic or Latino, percent	<del>17.0%</del> 44.9%
<b>Population Characteristics</b>	
Veterans, 2015-2019	5,986
Foreign born persons, percent, 2015-2019	22.2%
<b>Housing</b>	
Housing units, July 1, 2019, (V2019)	34,583
Owner-occupied housing unit rate, 2015-2019	57.7%
Median value of owner-occupied housing units, 2015-2019	\$279,400
Median selected monthly owner costs -with a mortgage, 2015-2019	\$1,677
Median selected monthly owner costs -without a mortgage, 2015-2019	\$504
Median gross rent, 2015-2019	\$1,033
Building permits, 2019	140



## Long Range Facilities Master Plan

May 2021

<b>Families &amp; Living Arrangements</b>	
Households, 2015-2019	32,636
Persons per household, 2015-2019	2.91
Living in same house 1 year ago, percent of persons aged 1 year+, 2015-2019	85.3%
Language other than English spoken at home, percent of persons aged 5 years+, 2015-2019	37.3%
<b>Computer and Internet Use</b>	
Households with a computer, percent, 2015-2019	89.0%
Households with a broadband Internet subscription, percent, 2015-2019	82.7%
<b>Education</b>	
High school graduate or higher, percent of persons aged 25 years+, 2015-2019	78.2%
Bachelor's degree or higher, percent of persons aged 25 years+, 2015-2019	18.2%
<b>Health</b>	
With a disability, under age 65 years, percent, 2015-2019	8.9%
Persons without health insurance, under age 65 years, percent	9.0%
<b>Economy</b>	
In civilian labor force, total, percent of population age 16 years+, 2015-2019	57.7%
In civilian labor force, female, percent of population age 16 years+, 2015-2019	50.7%



## Long Range Facilities Master Plan

May 2021

Total accommodation and food services sales, 2012 (\$1,000)(c)	116,640
Total health care and social assistance receipts/revenue, 2012 (\$1,000)(c)	392,432
Total manufacturers' shipments, 2012 (\$1,000)(c)	543,504
Total merchant wholesaler sales, 2012 (\$1,000)(c)	1,197,304
Total retail sales, 2012 (\$1,000)(c)	1,069,489
Total retail sales per capita, 2012(c)	\$11,255
<b>Transportation</b>	
Mean travel time to work (minutes), workers aged 16 years+, 2015-2019	27.5
<b>Income &amp; Poverty</b>	
Median household income (in 2019 dollars), 2015-2019	\$59,050
Per capita income in past 12 months (in 2019 dollars), 2015-2019	\$27,371
Persons in poverty, percent	<del>業</del> 12.8%
<b>Business</b>	
Total employer establishments, 2018	1,813
Total employment, 2018	22,670
Total annual payroll, 2018 (\$1,000)	970,146
Total employment, percent change, 2017-2018	3.7%
Total non-employer establishments, 2018	6,251
All firms, 2012	5,461



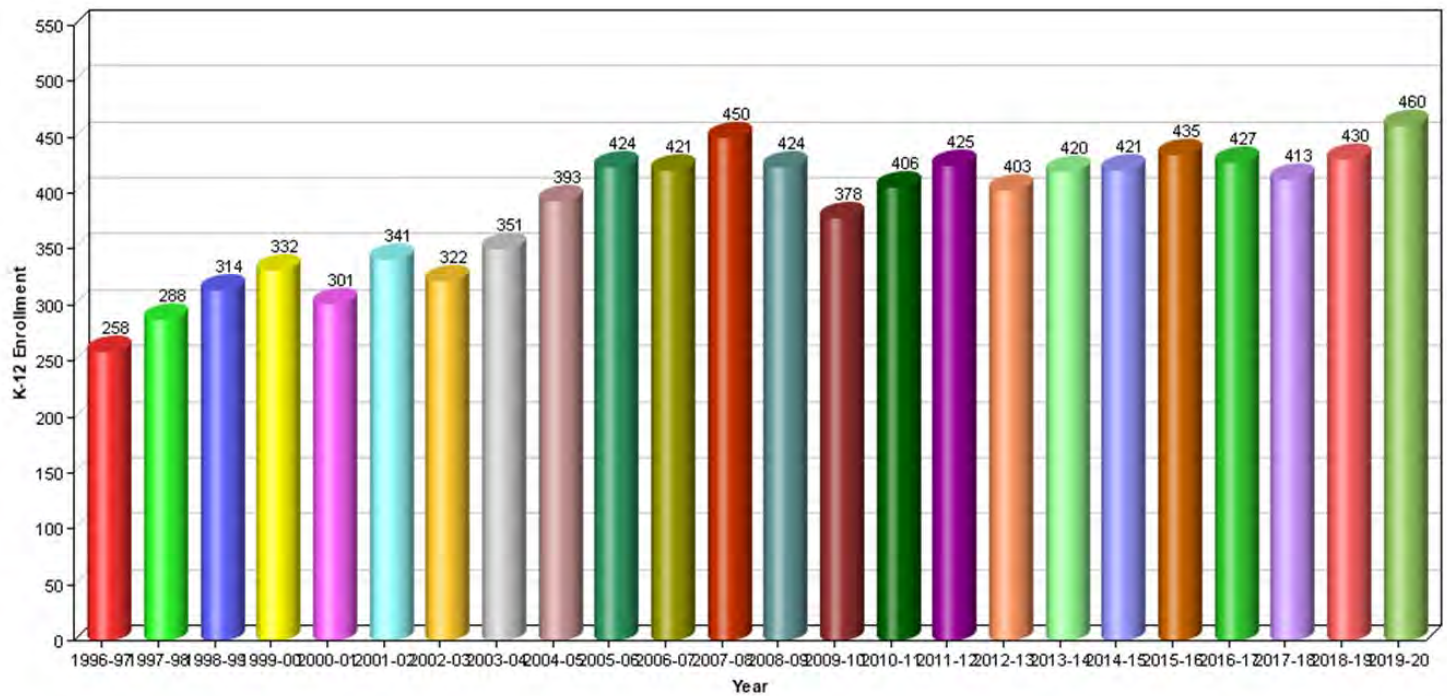
## Long Range Facilities Master Plan

May 2021

Men-owned firms, 2012	2,907
Women-owned firms, 2012	1,806
Minority-owned firms, 2012	1,957
Nonminority-owned firms, 2012	3,108
Veteran-owned firms, 2012	542
Nonveteran-owned firms, 2012	4,598
Geography	
Population per square mile, 2010	157.3
Land area in square miles, 2010	602.41
FIPS Code	06101



Sutter County Superintendent of Schools K-12 Public School Enrollment 1996 - 2020



ChartDirector (unregistered) from [www.advsofteng.com](http://www.advsofteng.com)

## SECTION 5: CAPACITY ANALYSIS

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### Classroom Capacity Analysis

The objective of a school capacity analysis is to evaluate the current inventory and use of classroom spaces to guide the SCSOS in facility planning, student transfer policies, and program expansion. The study can also serve as a basis of state eligibility for school facility construction and modernization funding.

The capacity analysis can be the foundation for Board policy and administrative regulations. This analysis should assist the Board, Superintendent, and the programs in exploring solutions to provide effective and permanent space to optimize the learning environment. It can also be used to develop policies and regulations identifying optimal enrollment capacities at each school site. Factors such as programs offered, academic standards, school safety, configuration, and size of libraries, administrative, bathroom, physical education, and other support facilities should be considered in establishing school site capacities.

In developing the capacity analysis, classrooms were identified and loaded utilizing state standards. The capacity analysis counts all spaces that meet criteria pursuant to the California Department of Education (CDE) "Classroom Definition Policy" (March 19, 2009): larger than 700 square feet in size, built as a classroom, and used as a teaching station for the last five years. The capacity analysis for each school site is provided in Exhibit A.

Why calculate capacity? - to enroll the *correct* number of students in a school facility, or conversely, to plan a school facility that is the right size for its intended enrollment. School capacity is defined as the number of learners reasonably accommodated by a school, building, and site.

As a County Office of Education, the SCSOS provides a broad range of programs and services that extend well beyond what would be considered in a traditional capacity analysis of a School site or District. Thus, the SCSOS holds a high standard on facility capacities and conditions that would best serve students of all ages and needs; therefore, adult education classrooms, conference spaces, and parking are also considered within this LRFMP.

## SCSOS K-12 Classroom Capacity Data, 2020-21

The following tables show a basic overview of the number of classrooms (permanent and relocatable structures) and the estimated capacity for each space.

Feather River Academy, Pathways Charter Academy, Shady Creek, and Adult Education are all located on SCSOS owned properties and currently provide dedicated instruction and services to the respective programs.

The remainder of the classrooms are located on School District sites and are provided by the SCSOS to the District to utilize at their discretion as part of the Special Education Local Plan Area (SELPA) facilities pool. The SCSOS is responsible for the deferred maintenance of these buildings. The day-to-day use and maintenance is the District's responsibility and is coordinated by the SELPA.

### Kindergarten through twelfth-grade classroom count, capacity, and enrollment

	Program Loading Number of Classrooms		
	Permanent	Portable	Total
<b>Elementary</b>			
Riverbend Elementary School	10	0	10
Lincrest Elementary School	0	9	9
Gray Avenue Elementary School	2	0	2
Sub-Total Elementary	12	9	21
<b>Middle School</b>			
Live Oak Middle School	0	1	1
Sub-Total Middle School	0	1	1
<b>High School</b>			
Feather River Academy	7	0	7
Pathways Charter Academy	1	0	1
River Valley High School	1	0	1
Sutter Union High School	0	2	2
Yuba City High School	0	1	1
Sub-Total High School	9	3	12
Total	21	13	34

## SCSOS K-12 Classroom Capacity and Enrollment Data

<b><u>Elementary</u></b>	<b>Capacity</b>	<b>20-21 Enrollment</b>	<b>Difference</b>
Riverbend Elementary School	250	34	216
Lincrest Elementary School	225	18	207
Gray Avenue Elementary School	50	22	28
Sub-Total Elementary	525	74	451

<b><u>Middle School</u></b>			
Live Oak Middle School	25	0	25
Sub-Total Middle School	25	0	25

<b><u>High School</u></b>			
Feather River Academy	175	57	118
Pathways Charter Academy	25	14	11
River Valley High School	25	10	15
Sutter Union High School	50	12	38
Yuba City High School	25	9	16
Sub-Total High School	300	102	198
Total	850	176	674

\*Capacity for k-12 CR determined at General Ed, 150 ft<sup>2</sup> teaching space, 30 ft<sup>2</sup> per student for k-12

Primarily the programs and services offered by the SCSOS are occupied with students referred by other Local Education Agencies (LEA) for specialized services that are inefficient for a single District to provide.

Special Education students may be served by the District or the SCSOS, dependent upon the need, and the coordination of these services is handled through the SELPA. In addition, Feather River Academy (FRA) and Pathways Charter Academy (PCA), as an alternative High School option, are specialized to meet more specific needs of the students.

Given the nature of referrals, enrollment projections have less weight in the facility capacity calculation than historical reference and trends. Based upon the historical enrollment data (on page 26), the SCSOS had experienced only slight variances in the overall enrollment for alternative and special education since 2005, when the SCSOS constructed FRA to increase capacity. The tables above verify that the SCSOS has plenty of accommodation for the programs with room for expansion. Therefore, it does not appear that the growth in Sutter Pointe will have a significant impact on capacity in the k-12 classrooms.



## SCSOS Outdoor and Adult Ed Classroom Capacity and Enrollment Data

### Shady Creek

Shady Creek is a residential, outdoor education, and science school. Teachers and students from Counties throughout California and Oregon reside for the week, attending classes during the day and evening, and learning social and life skills when out of class. As a residential school, capacity analysis is approached relatively. The facility can house up to three hundred (300) residents, in multi-bunk rooms, with adults segregated from minors in living and restroom spaces. In addition, Shady Creek provides three meals a day to visiting teachers and students, with opportunities for students to volunteer and participate in food preparation and service with the nutrition staff.

As an outdoor school, most instruction is best performed outdoors; however, as school session is typically in rainy seasons, there are times when interior instructional spaces are necessary. Shady Creek has three interior "classroom" spaces, including the dining hall, allowing for up to one hundred students at a time in class. When outdoor class is unreasonable, Shady Creek adjusts the class schedule into a flexible, rotational routine, with students not attending class in a classroom studying in their respective cabins. Currently, this regimen is adequate but could be improved. The SCSOS has considered adding instruction space as well as additional adult restrooms to the site. EH&A recommends that the SCSOS continue to monitor and plan for when the facility improvements are feasible.

Shady Creek 2018-2019 Enrollment

Grade Level		Entities Served		Length of Stay	Day Only (1 Day)	3 Nights (4 days)	4 Nights (5 days)
4th Grade	246	Client Teachers	212		246		
5th Grade	2324	California Counties	9		62	1021	1241
6th Grade	1713	School Districts	50		47	343	1323
Other	127	Public Schools	67		127		
<b>TOTAL Served</b>	<b>4410</b>	Private Schools	12	Instructional Days	482	5456	12820

<b>TOTAL Instructional Days</b>	<b>18758</b>
---------------------------------	--------------

	Program Loading Number of Classrooms			Capacity	18-19 Enrollment	Difference
	Permanent	Portable	Total			
Shady Creek	3	0	3	100	110	-10

Capacity for Shady Creek determined by annual enrollment/ divided by respective class term then factored per class per day, 10 ft2 per student

## Adult Education and the One-Stop

Program Loading Number of Classrooms				
Adult Education	Permanent	Portable	Total	Capacity
Gateway 1100	6	0	6	116
Adult Ed Bldg	8	0	8	150
Sub-Total Alt Ed	14	0	14	266

Since 1993 Adult Education (ADED) has provided High School Equivalency instruction and testing, English as a Second Language, supplemental math, English, and computer skills free of charge to the community. Over time, the program has adapted and grown to the community's needs, expanding programs, including integrating operations with the One-Stop. As a transitional program, where different groups in a master schedule utilize classrooms, capacity directly impacts the variety and number of services provided. Therefore, enrollment data aligns to classroom occupancy, which means a broader perspective is necessary to evaluate capacity.

Adult Education and the One-Stop, by their very nature, cater to a population more like a college. As a result, parking, restrooms, waiting rooms, and breakrooms become an integral part of the capacity analysis. Furthermore, the classroom curriculum and instruction are contingent upon ever-changing funding (such as grants) and the community needs. Therefore, adaptive, multi-use spaces are optimal for long-term planning and goals.

Originally housed at a property on Wilbur Avenue since 1988, the SCSOS relocated ADED and the One-Stop to newer, leased facilities located on the same block as the SCSOS offices in 2015. ADED expanded further and occupied a third SCSOS owned facility in 2018. Although these changes have improved conditions for the programs, the nature of the facilities (leased property, type of rooms, parking, etc.) hinders efficiency and growth.

Aligned to the Superintendent's vision, the SCSOS speculates facility and programmatic options to enhance ADED for the community. EH&A concurs with the SCSOS that a more sustainable solution would bolster these programs.

## Amenities: Conference space, parking, and restrooms

Conference space is critical to operations for the SCSOS. Many programs that do not have dedicated instructional space, such as the Tri-County Teacher Induction Program (TCIP), utilize the conference rooms as make-shift classrooms, planning the operations around other program events, meetings, conferences, and public venues. Many of these events draw community members to the SCSOS facilities, filling parking lots and placing a high demand on restrooms.

The largest room at the SCSOS is Boyd Hall, a multi-purpose room at FRA. The room has a capacity for 245 occupants and cannot accommodate the entire staff of the SCSOS for the Superintendent's annual in-service meeting. According to James Peters, multiple attempts have been made to make the space more agreeable as a large venue room, including upgrades to acoustics, audio/visual systems, HVAC, and parking. However, feedback is that users continue to find the space to be awkward for large groups.

Parking is at a premium for the SCSOS, especially during regular business hours, when staff is also on-site. The table below demonstrates a basic comparison of available conference space versus available parking.

Location	Conference room		Parking
	% of Bldg Footprint	Capacity	
SCSOS main office	18.67%	229	90
Feather River Academy	17.32%	276	39
Gateway 1000	20.49%	113	21
Gateway 1100	11.94%	52	34
Adult Ed	4.77%	29	38
		699	222

Capacity @ bldg  
code 15 ft<sup>2</sup> p/person

The SCSOS has adapted and adjusted in the past to make do with the accommodations available, including adding an overflow gravel parking lot on the vacant lot to the West of the SCSOS office. Still, conference room capacity and parking continue to be a hurdle.

## SECTION 6: IMPLEMENTATION

### Project Development

This LRFMP is a foundation and a reference to align priorities and actions. As a living document, the LRFMP should be reviewed and updated annually to assist in planning and budget development. Although the development of this plan is a significant undertaking, it is only a fraction of the work to come. Establishing timelines, funding sources, stakeholders, and project leads are the preliminary steps towards each goal. Additional resources to accomplish these steps are included within the Exhibits.

### Potential Participation in the Calif. State School Facility Program

In November 1998, the Leroy F. Greene School Facilities Act of 1998 (SFP) was enacted by Senate Bill 50, replacing the Lease Purchase Program as the State's School Facility funding program. The SFP is a per-pupil grant program providing funding for new construction on a 50/50 State/Local basis and modernization on a 60/40 State/Local basis after establishing baseline eligibility. Baseline eligibility for new construction is the number of un-housed students projected in five years. Eligibility is established by completing State Allocation Board Forms. More information is included in Exhibit E.

The SCSOS can participate in the State School Facility Program (SFP) but does not have eligibility at this time.

### Suggested Plan for Updating the School Facilities Master Plan

The Board of Education may wish to direct staff to provide an annual update report during November or December of each year to provide:

- ✚ Updated information related to development activity occurring and planned within the SCSOS likely to impact the SCSOS facility-related needs.
- ✚ Updated recommendations for short-term and long-term facility-related improvements through-out the SCSOS.
- ✚ Updated recommendations relative to planning for new facilities.
- ✚ Updated recommendations relative to the utilization of available school facility funding options.

The Board of Education has invested a considerable amount of time, care, and resources towards completing this Long Range Facilities Master Plan. These commitments represent a significant investment by the Board toward responsible planning for the future facility needs for the SCSOS as they seek to provide the highest quality educational programs and instructional services for the SCSOS students. The policy statements that follow represent the Board's current policy positions on matters that pertain to school facility master planning.

The Board of Education recognizes the importance of long-range planning for school facilities to help meet the changing needs of students and programs served by SCSOS and help ensure that resources are allocated efficiently and effectively.

- ✚ To that end, the Board directs the Superintendent or designee to develop and maintain a master plan for SCSOS facilities.
- ✚ The plan shall describe the SCSOS anticipated short- and long-term facilities needs and priorities and shall be aligned with the SCSOS educational goals.
- ✚ The Superintendent or designee shall ensure that staff, parents/guardians, students, and business and community representatives are kept informed of the need for construction and modernization of facilities and the SCSOS plans for facilities.
- ✚ The Superintendent or designee may also establish a facilities committee that shall meet at regular intervals to give community members opportunities to provide input into the planning process.
- ✚ The committee may consult local governmental and State planning agencies to ensure compliance with local and State standards.
- ✚ At least 45 days prior to completion of any facilities plan that relates to the potential expansion of existing school sites or the necessity to acquire additional school sites, the Superintendent or designee shall notify and provide copies of the plan or any relevant and available information to the planning commission or agency of the city or County with land use jurisdiction within the SCSOS per Education Code Section 17213.
- ✚ If the city or county commission or agency requests a meeting, the Superintendent or designee shall meet with them within 15 days following the notification.
- ✚ Items that the parties may discuss at the meeting include, but are not limited to:
  - Methods of coordinating planning with proposed revitalization efforts and recreation and park programs,
  - options for new school sites,
  - Methods of maximizing the safety of persons traveling to and from the site,
  - Opportunities for financial assistance.

## SECTION 7 Facilities Assessment & Project Prioritization Process

The scope of services for the LRFMP includes a facility needs assessment to help identify priority projects at SCSOS school sites. EH&A worked closely with the Superintendent, Assistant Superintendent of Business Services, Director of Facilities, Maintenance, Operations, and Fleet, and leadership to conduct workshops, review documents, and interview staff.

### Background

In preparation for an LRFMP, the SCSOS retained the services of SchoolDude and EMG Inspection Services to perform a full inspection, inventory, and analysis of each facility, including building components and equipment. Each location was thoroughly reviewed and assessed. The results were uploaded into Capitol Forecast Direct (CFD), a SchoolDude software product that tracks conditions and lifespans and provides predictive reporting for expenditure planning. The SCSOS continues to use this tool for short and long-term planning.

After reviewing the data available in CFD, EH&A held meetings with James, Peters, Director of Facilities, Maintenance, Operations and Fleet (FMOF), between March 2021 and May 2021. The goals and scope of the LRFMP, the condition of existing facilities, and the need for facility improvements were discussed and identified.

The facility evaluation process included meeting with stakeholders to ensure that the broader community's concerns were heard and considered and developing a strategy to prioritize which projects would be of most benefit to each campus and the SCSOS.

### Process

EH&A reviewed many documents, including:

-  Data provided by the FMOF
-  School Dude Capital Forecast Direct

EH&A contacted the FMOF Director, James Peters, to obtain detailed information concerning the SCSOS needs for educational infrastructure and informational technology improvements.

Based on EH&A's review of documents and interviews, EH&A prepared Site Profile Sheets (Exhibit D) for all SCSOS support and campus-wide projects.

Projects were prioritized and organized into the following categories:

-  Health & Safety
-  Classroom Modernization
-  Support Facilities
-  Conference facilities
-  Parking
-  Site Modernization
-  Technology
-  New Construction

## Conclusion

Through the discussion, assessment, deliberation, and prioritization, twenty (20) SCSOS projects were identified. Cost estimates developed for the projects identified on the Site Profiles are preliminary, and the SCSOS priorities may shift once projects are priced for construction. In the absence of project funding, developing cost estimates and establishing an Initial Planning Budget should be considered the next step.

The Site Profile Sheets contained in Exhibit D within this document will continue to provide valuable information to the SCSOS as an assessment of funding sources is developed and should be used as a tool moving forward, with annual review, updates, and determinations.

EH&A did not find any critical maintenance or modernization need within the existing facilities. The SCSOS demonstrably understands the impact of facilities and maintenance on the educational environment and prioritizes preventive and routine maintenance equitably. The SCSOS is to be commended for its commitment to prioritizing the care and maintenance of the facilities.



## SECTION 8 EXHIBITS





## Exhibit A - Classroom Capacity Analysis



Room No.	District Capacity					Use	Total Sq. Ft.
	Special Ed		Gross CR Inventory	Permanent	Portable		
	Severe	Non-Severe					
Riverbend Elementary School							
42	1		1	1		SDC	960
43	1		1	1		SDC	960
44	1		1	1		SDC	960
45	1		1	1		SDC	960
46	1		1	1		SDC	960
47	1		1	1		SDC	960
48	1		1	1		SDC	960
49	1		1	1		SDC	960
50	1		1	1		SDC	960
6B			0			Speech Office	200
14			0			Psych, Nurse, Conf.	200
8	1		0	1		ASD	960
7	1		0	1		ASD	960
4	1		0	1		ASD	960
21	1		0	1		ASD	960
5	1		0	1		ASD	960
A27			0			Admin Office	200
A13			0			Admin Office	200
K5			1	1			
Total	14	0	10	15	0		14,240

Riverbend Elementary School			
District Program Capacity Calculations			
Special Ed - Severe	14	District Capacity 2020-21	
Students / Rm.	9	126	
Subtotal	126		
Special Ed - Non-Severe	0		
Students / Rm.	13		
Subtotal	0		

<b>Riverbend Elementary School</b>			
<b>District Program Capacity Calculations</b>			
<b>Special Ed - Severe</b>	14	<b>District Capacity 2020-21</b> <b>126</b>	
Students / Rm.	9		
Subtotal	<b>126</b>		
<b>Special Ed - Non-Severe</b>	0		
Students / Rm.	13		
Subtotal	<b>0</b>		



Room No.	District Capacity						
	Special Ed		Gross CR Inventory	Permanent	Portable	Grade	Total Sq. Ft.
	Severe	Non-Severe					
Lincrest Elementary School							
17	1		1		1	SDC	960
18	1		1		1	SDC	960
19	1		1		1	SDC	960
20	1		1		1	SDC	960
21	1		1		1	SDC	960
22	1		1		1	SDC	960
23			1		1	Speech/Psych/Conf	960
24	1		1		1	SDC	960
25	1		1		1	SDC	960
Total	8	0	9	0	9		8640

Lincrest Elementary School		
District Program Capacity Calculations		
Special Ed - Severe	8	
Students / Rm.	9	District Capacity 2020-21
Subtotal	72	72
Special Ed - Non-Severe	0	
Students / Rm.	13	
Subtotal	0	



Room No.	District Capacity						
	Special Ed		Gross CR Inventory	Permanent	Portable	Grade	Total Sq. Ft.
	Severe	Non-Severe					
Gray Ave Elementary							
SC 1 Portable #SC 1	1		1		1	SDC	1100
SC 2 Portable #SC 2	1		1		1	SDC	1100
AT/OT Portable #34	1		0		1	SDC	960
Total	3	0	2	0	3		3160

Gray Ave Elementary		
District Program Capacity Calculations		
Special Ed - Severe	3	District Capacity 2020-21 27
Students / Rm.	9	
Subtotal	27	
Special Ed - Non-Severe	0	
Students / Rm.	13	
Subtotal	0	



Room No.	District Capacity						
	Special Ed		Gross CR Inventory	Permanent	Portable	Grade	Total Sq. Ft.
	Severe	Non-Severe					
<b>River Valley CR 400 High School</b>							
400	1		1		1	SDC	1,280
<b>Total</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>		

<i>River Valley CR 400 High School</i>		
District Program Capacity Calculations		
<b>Special Ed - Severe</b>	1	<b>District Capacity 2020-21</b>
Students / Rm.	9	
Subtotal	<b>9</b>	
<b>Special Ed - Non-Severe</b>	0	
Students / Rm.	13	
Subtotal	<b>0</b>	



Room No.	District Capacity					Total Sq. Ft.
	Special Ed		Gross CR Inventory	Permanent	Portable	
	Severe	Non-Severe				
<u>Live Oak MS 708</u>						
708	1		1		1	960
Total	1	0	1	0	1	

Live Oak MS 708			
District Program Capacity Calculations			
Special Ed - Severe	1	District Capacity 2020-21  22	
Students / Rm.	9		
Subtotal	9		
Special Ed - Non-Severe	0		
Students / Rm.	3		
Subtotal	0		



Room No.	District Capacity					Grade	Total Sq. Ft.
	Special Ed		Gross CR Inventory	Permanent	Portable		
	Severe	Non-Severe					
<u>Yuba City HS 211</u>							
211	1		1		1	ASD	960
Total	1	0	1	0	1		960

<b>Yuba City HS 211</b>		
<b>District Program Capacity Calculations</b>		
<b>Special Ed - Severe</b>	1	<b>District Capacity 2020-21</b>  <b>9</b>
Students / Rm.	9	
Subtotal	<b>9</b>	
<b>Special Ed - Non-Severe</b>	0	
Students / Rm.	13	
Subtotal	<b>0</b>	



Room No.	District Capacity						
	Special Ed		Gross CR Inventory	Permanent	Portable	Grade	Total Sq. Ft.
	Severe	Non-Severe					
<u>Sutter Union HS</u> <u>SH</u>							
104	1		1		1	SDC	960
105	1		1		1	SDC	960
Total							
	2	0	2	0	2	0	1,920

Sutter Union HS SH			
District Program Capacity Calculations			
Special Ed - Severe		2	District Capacity 2020- 21 31
Students / Rm.		9	
Subtotal		18	
Special Ed - Non-Severe		0	
Students / Rm.		13	
Subtotal		13	





Room No.	District Capacity						Grade	Total Sq. Ft.
	Special Ed			Gross CR Invento ry	Permane nt	Portab le		
	Grades 9-12	Sever e	Non-Sever e					
FRA/PCA High School								
CR1 - Park Place		1		1	1		SD Classroom & Life Skills	960
Bldg D - CR 2 Yuba River		1		1	1		SD Classroom & Life Skills	960
Bldg D - CR 3 Yuba River		1		0	1		SD Classroom & Life Skills	960
Bldg D - CR 4 Yuba River		1		1	1		SD Classroom & Life Skills	960
Bldg E - CR 5 Feather River	1			1	1		Alt Ed	960
Bldg E - CR 6 Feather River	1			0	1		Alt Ed	960
Bldg E - CR 7 Feather River	1			1	1		Alt Ed	960
Bldg F - CR 8 Sacramento River	1			1	1		Alt Ed	960
Bldg F - CR 9 Sacramento River	1			0	1		Alt Ed	960
Bldg F - CR 10 Sacramento River	1			1	1		Alt Ed	960
Boyd Hall	1			0	1		Alt Ed	960
Independent Study				0	1		Psych, Nurse, Conf. ISP Building	960
Lassen	1			1	1		Alt Ed	960

FRA/PCA High School		
District Program Capacity Calculations		
CR, 9-12, w/out special ed	8	
Students / Rm.	27	
	21	
Subtotal	6	
Special Ed - Severe	4	District Capacity 2020-21 252
Students / Rm.	9	
	36	
Subtotal		
Special Ed - Non-Severe	0	
Students / Rm.	13	
	0	
Subtotal		



Long Range Facilities Master Plan

May 2021

ATP 4	0			0	1		Resource Specialist Program	960
ATP 2	0			0	1		Resource Specialist Program	960
ATP 1	0			0	1		Resource Specialist Program	960

Total	8	4	0	8	16	0		15,360
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## Exhibit B - Life Expectancy of School Facilities Components

## Life Expectancy of School Facilities Components

**Facility Components:** The following chart gives the guidelines for typical life expectancy of certain school facilities components:

NUMBER	SCHOOL FACILITY COMPONENTS	LIFE EXPECTANCY
1	Floor Covering: <ul style="list-style-type: none"> <li>Asphalt tile and vinyl asbestos tile</li> <li>Carpeting</li> <li>LVT Flooring</li> </ul>	20 Years 10 Years 25 Years
2	Painting, Interior Classrooms/Hallways Cafeteria/Restrooms, etc. <ul style="list-style-type: none"> <li>Classroom, library, offices, and hallways</li> <li>Kitchens, lunchrooms, and restrooms</li> </ul>	Every 13 years Every 13 years
3	Painting, Exterior Trim and/or masonry: <ul style="list-style-type: none"> <li>Exterior stucco or masonry</li> <li>Exterior wood and metal trim (including all woods, metal, and the siding on bungalows)</li> </ul>	Every 15 years Every 6 years
4	Electrical/Communication System: <ul style="list-style-type: none"> <li>Panels and boards, and signal systems, including fire alarm and public address</li> </ul>	20 years
5	Classroom Lighting: <ul style="list-style-type: none"> <li>Substandard incandescent lighting and obsolete fluorescent lighting fixtures</li> <li>LED Lighting</li> </ul>	None 20 Years
6	Roofing: <ul style="list-style-type: none"> <li>Clay or cement tile</li> <li>Slate</li> <li>Felt base, 40 lb and 80 lb asbestos or glass cap sheet with coated aluminum</li> <li>Felt, 5 ply and gravel</li> <li>Felt, 15 lb and 90 lb cap sheet</li> <li>Composition shingles, 40 lb</li> <li>Composition shingles</li> <li>Flashings, gutters, and downspouts</li> <li>Single Ply vinyl</li> </ul>	30 years 40 years 20 years 20 years 10 years 15 years 25 years 30 years 15 years

7	<p>Plumbing:</p> <ul style="list-style-type: none"> <li>• Piping within buildings (rusting out or uselessly stopped up with scale)</li> <li>• Replacement parts are no longer available</li> <li>• When accumulated, single repair projects cost equal the unit acquisition cost</li> </ul>	None
8	<p>Heating/ventilation/air conditioning:</p> <ul style="list-style-type: none"> <li>• Gas fired unvented wall heaters/other heaters (boilers and piping)</li> <li>• Individual heating units except gas fire unvented wall heaters</li> </ul> <p>Ventilation and air conditioning systems:</p> <ul style="list-style-type: none"> <li>• Central Systems</li> <li>• Individual Units</li> <li>• Cafeteria and automotive fume exhaust systems</li> </ul>	<p>30 years</p> <p>15 years</p> <p>30 years</p> <p>15 years</p> <p>None</p>
9	<p>Wall Systems:</p> <ul style="list-style-type: none"> <li>• Doors</li> <li>• Door hardware</li> <li>• Window assemblies-Wood sash</li> </ul>	<p>30 years</p> <p>10 Years</p> <p>15 Years</p>
10	<p>Paving:</p> <ul style="list-style-type: none"> <li>• Asphalt/asphaltic concrete (slurry coat and seal)</li> <li>• Concrete</li> <li>• Slurry</li> </ul>	
11	Underground Storage Tanks	17 Years
12	<p>Asbestos:</p> <ul style="list-style-type: none"> <li>• Inspection, sampling, and analysis</li> <li>• Removal or encapsulation</li> </ul>	None



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## Exhibit C – Life of A Project



## LIFE OF A PROJECT

### Sutter County Superintendent of Schools

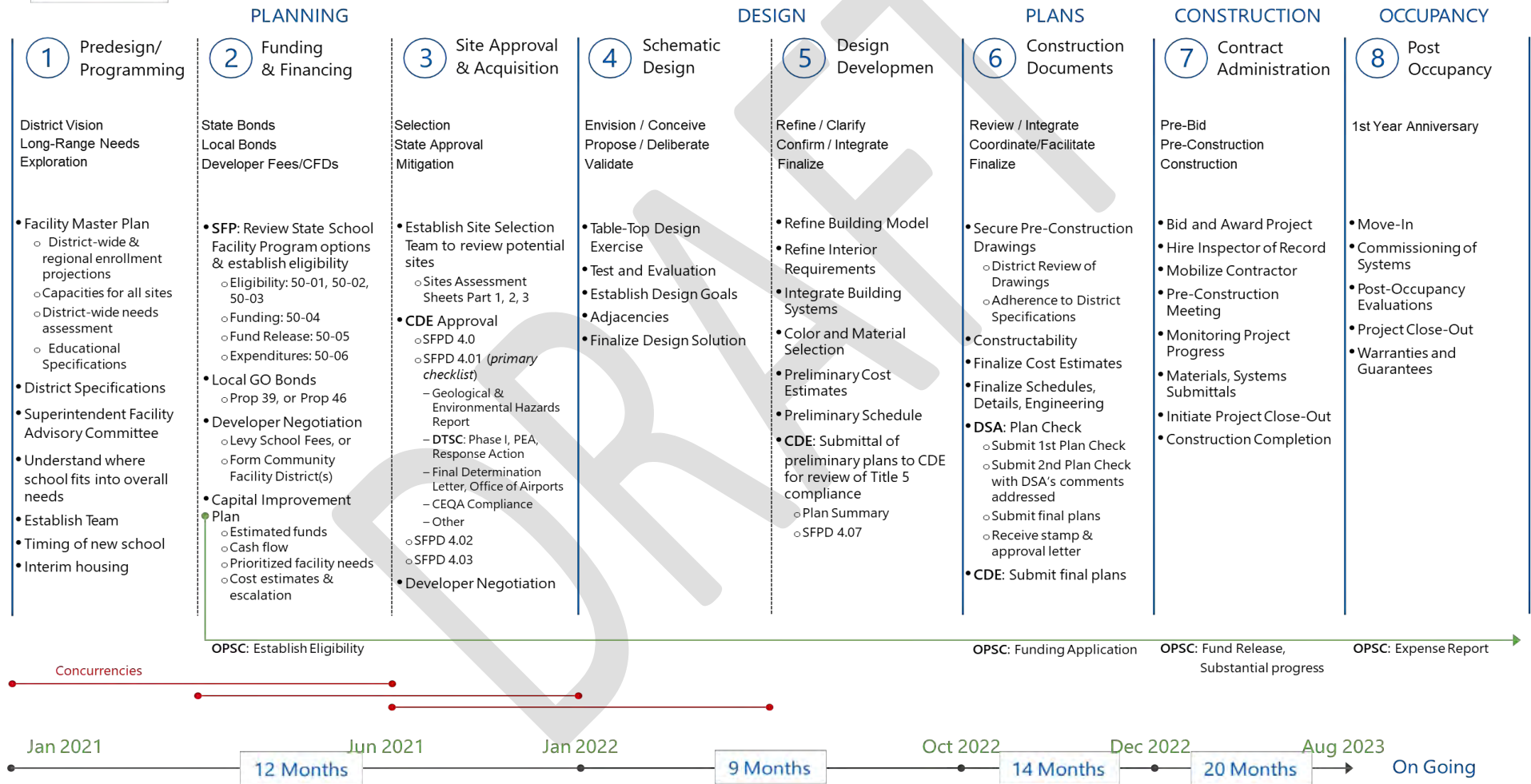






Exhibit D – Facility Condition Assessments  
Site Profile Worksheets



## Long Range Facilities Master Plan

May 2021

<div>SCSOS Main Office</div> <div>970 Klamath Lane</div> <div>Yuba City, CA 95993</div> <div>Year Built: 2000</div> <div>Bldg. Sq. Ft.: 18,409</div> <div>Acreage:</div> <div>Student Population:</div> <div>Modernized:</div> <div>Summary of Improvements Needed</div>							
SCSOS Main Office	In Progress	Priority			Preliminary Cost Estimates		
		1	2	3	Hard Cost	Soft Cost	Total Estimate
					Escalated To	Escalated To	Escalated To
					2021	2021	2021
Health & Safety							
Camera system expansion - Expand camera surveillance capabilities	✓				\$ 86,400	\$ 33,600	\$ 120,000
HVAC Assessment - Repair/replace/add for energy efficiency, possibly incorporate improved air filtration and scrubbing - Funding contingent upon various grants incentives, with support from 0806	✓				\$ 144,000	\$ 56,000	\$ 200,000
Classroom Modernization							
Support Facilities							
Improving software, hardware, fees and process for room and vehicle booking	✓				\$ 25,920	\$ 10,080	\$ 36,000
Paint - Every 10 yr for common area & CR, 15 yr for office	✓				\$ 2,463	\$ 958	\$ 3,421
Floor finish replacements - Have average price p/yr at 10 yr for all	✓				\$ 14,780	\$ 5,748	\$ 20,528
Asphalt replace/slurry/stripe - every 5 yr for slurry	✓				\$ 4,680	\$ 1,820	\$ 6,500
Athletic Facilities							
Playing Fields							
Site Modernization							
Door Access Control Rehab - Convert obsolete system to current standards	✓				\$ 5,400	\$ 2,100	\$ 7,500
Restroom remodels - Klamath public restroom rehab					\$ 54,000	\$ 21,000	\$ 75,000
Stucco resurface - within 5 years					\$ 46,800	\$ 18,200	\$ 65,000



## Long Range Facilities Master Plan

May 2021

Feather River Academy  
1895 Lassen Blvd  
Yuba City, CA 95993

Year Built: 2005  
Bldg. Sq. Ft.: 23,949  
Acreage: P  
Student Population:  
Modernized:  
Summary of Improvements  
Needed

Feather River Academy	In Progress	Priority			Preliminary Cost Estimates		
		1	2	3	Hard Cost	Soft Cost	Total Estimate
					Escalated to	Escalated to	Escalated to
Category / Item					YYYY	YYYY	YYYY
<b>Health &amp; Safety</b>							
Camera system expansion - Expand camera surveillance capabilities	✓				\$ 86,400	\$ 33,600	\$ 120,000
HVAC Assessment - Repair/replace/add for energy efficiency, possibly incorporate improved air filtration and scrubbing - Funding contingent upon various grants and incentives, with support from 0806	✓				\$ 144,000	\$ 56,000	\$ 200,000
<b>Classroom Modernization</b>							
<b>Support Facilities</b>							
Improving software, hardware, fees and process for room and vehicle booking	✓				\$ 25,920	\$ 10,080	\$ 36,000
Paint - Every 10 yr for common area & CR, 15 yr for office	✓				\$ 2,982	\$ 1,160	\$ 4,142
Floor finish replacements	✓				\$ 17,892	\$ 6,958	\$ 24,850
Asphalt replace/slurry/stripe - every .5 yr for slurry	✓				\$ 8,640	\$ 3,360	\$ 12,000
<b>Athletic Facilities</b>							
<b>Playing Fields</b>							
<b>Site Modernization</b>							
Roof replacement - Single ply vinyl upgrade to built up room					\$225,000	\$84,000	\$309,000
<b>Technology</b>							
<b>New Construction</b>							
<b>Other</b>							
Facility Master Plan	✓						
<b>TOTAL ALL CATEGORIES</b>							



## Long Range Facilities Master Plan

May 2021

<b>Shady Creek</b> 18695 Pathfinder Way Nevada City, NV 95959									
<b>Year Built:</b>		Varied							
<b>Bldg. Sq. Ft.:</b>		33,885							
<b>Acreage:</b>									
<b>Student Population:</b>									
<b>Modernized:</b>									
<b>Summary of Improvements Needed</b>									
<b>Shady Creek</b>		<b>In Progress</b>	<b>Priority</b>			<b>Preliminary Cost Estimates</b>			
<b>Category / Item</b>						<b>Hard Cost</b>	<b>Soft Cost</b>	<b>Total Estimate</b>	
						<b>Escalated To</b>	<b>Escalated To</b>	<b>Escalated To</b>	
						<b>YYYY</b>	<b>YYYY</b>	<b>YYYY</b>	
<b>Health &amp; Safety</b>									
HVAC Assessment - Repair/replace/add for energy efficiency, possibly incorporate improved air filtration and scrubbing - Funding contingent upon various grants and incentives, with support from		✓				\$ 144,000	\$ 56,000	\$ 200,000	
<b>Classroom Modernization</b>									
<b>Support Facilities</b>									
Paint - Every 10 yr for common area & CR, 15 yr for office		✓				\$ 4,279	\$ 1,664	\$ 5,942	
Floor finish replacements		✓				\$ 10,800	\$ 4,200	\$ 15,000	
Asphalt replace/slurry/stripe - every 5 yr for slurry		✓				\$ 23,760	\$ 9,240	\$ 33,000	
<b>Athletic Facilities</b>									
<b>Playing Fields</b>									
<b>Site Modernization</b>									
<b>Technology</b>									
<b>New Construction</b>									
<b>Other</b>									
Facility Master Plan		✓							
<b>TOTAL ALL CATEGORIES</b>									





# Long Range Facilities Master Plan

May 2021

<b>Riverbend Elementary</b> 301 Stewart Rd. Yuba City, CA 95991 Year Built: 2008 Bldg. Sq. Ft.: 11,360 Acreage: Student Population: Modernized: Summary of Improvements Needed							
Riverbend Elementary  Category / Item	In Progress	Priority			Preliminary Cost Estimates		
		1	2	3	Hard Cost Escalated To	Soft Cost Escalated To	Total Estimate Escalated To
					YYYY	YYYY	YYYY
<b>Support Site Needs - District Office / Food Service / Maintenance / Transportation / ESS</b>							
<b>District Office</b>							
<b>Site Modernization</b>							
<b>New Construction</b>							
<b>Technology</b>							
<b>Other</b>							
Facility Master Plan	✓						
<b>TOTAL ALL CATEGORIES</b>							



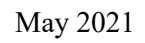
# Long Range Facilities Master Plan

May 2021

**River Valley HS**  
 801 El Margarita Rd  
 Yuba City, CA 95993

Year Built: 2008  
 Bldg. Sq. Ft.: 1,280  
 Acreage:  
 Student Population:  
 Modernized:  
 Needed

River Valley HS  Category / Item	In Progress	Priority			Preliminary Cost Estimates		
		1	2	3	Hard Cost	Soft Cost	Total Estimate
					Escalated To YYYY	Escalated To YYYY	Escalated To YYYY
<b>Health &amp; Safety</b>							
<b>Site Modernization</b>							
<b>New Construction</b>							
<b>Technology</b>							
<b>Other</b>							
Facility Master Plan	✓						
<b>TOTAL ALL CATEGORIES</b>							

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## Lincrest Elementary

1400 Philips Rd  
Yuba City, CA 95991

<b>Year Built:</b>	1990
<b>Bldg. Sq. Ft.:</b>	8,640
<b>Acreage:</b>	
<b>Student Population:</b>	
<b>Modernized:</b>	

## Summary of Improvements Needed

Lincrest Elementary	In Progress	Priority			Preliminary Cost Estimates		
		1	2	3	Hard Cost	Soft Cost	Total Estimate
					Escalated To	Escalated To	Escalated To
					YYYY	YYYY	YYYY
Category / Item							
Health & Safety							
Site Modernization							



## Long Range Facilities Master Plan

May 2021

<b>Live Oak Middle School</b> 2082 Penninbgton Rd Live Oak, CA 95953 Year Built: 1990 Bldg. Sq. Ft.: 960 Acreage: Student Population: Modernized: Summary of Improvements Needed							
Live Oak Middle School  Category / Item	In Progress	Priority			Preliminary Cost Estimates		
		1	2	3	Hard Cost	Soft Cost	Total Estimate
					Escalated To	Escalated To	Escalated To
Health & Safety					YYYY	YYYY	YYYY
Site Modernization							
Technology							
Other							
Facility Master Plan	✓						
<b>TOTAL ALL CATEGORIES</b>							

**Sutter Union High School**

2665 Acacia Ave  
Sutter, CA 95982

Year Built: 2013

<b>Bldg. Sq. Ft.:</b>	1,920
-----------------------	-------

**Acreage:**

**Student Population:**

**Modernized:**

## Summary of

### Improvements Needed

Sutter Union High School	In Progress	Priority			Preliminary Cost Estimates		
		1	2	3	Hard Cost	Soft Cost	Total Estimate
					Escalated To	Escalated To	Escalated To
Category / Item					YYYY	YYYY	YYYY
Health & Safety							
Site Modernization							
New Construction							
Technology							
Other							
Facility Master Plan	✓						
TOTAL ALL CATEGORIES							



# Long Range Facilities Master Plan

May 2021

Yuba City, CA 95991 850 B St Yuba City, CA 95991  Year Built: 2009 Bldg. Sq. Ft.: 960 Acreage: Student Population: Modernized: Summary of Improvements Needed							
Yuba City, CA 95991	In Progress	Priority			Preliminary Cost Estimates		
		1	2	3	Hard Cost Escalated To	Soft Cost Escalated To	Total Estimate Escalated To
Category / Item					YYYY	YYYY	YYYY
Health & Safety							
Security Cameras on the campus							
Classroom Modernization							
Support Facilities							
Playing Fields							
Site Modernization							
Technology							
New Construction							
Other							
Facility Master Plan	✓						
TOTAL ALL CATEGORIES							



## Exhibit E – School Facility Program

## State-wide Funding for the School Facility Program

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Funding for projects approved in the SFP comes exclusively from statewide general obligation bonds approved by the voters of California. The first funding for the program was from Proposition 1A, approved in November 1998. That bond for \$9.2 billion contained \$6.7 billion for K-12 public school facilities.

The second funding for the program was from Proposition 47, approved in November 2002. It was a \$13.2 billion bond, the largest school bond in the history of the State. It contained \$11.4 billion for K-12 public school facilities.

In March 2004, a third bond was passed by California voters for another \$12.3 billion. Of the \$12.3 billion provided by Proposition 55, it contained \$10 billion for K-12 public school facilities. At this time funds remain for new construction projects.

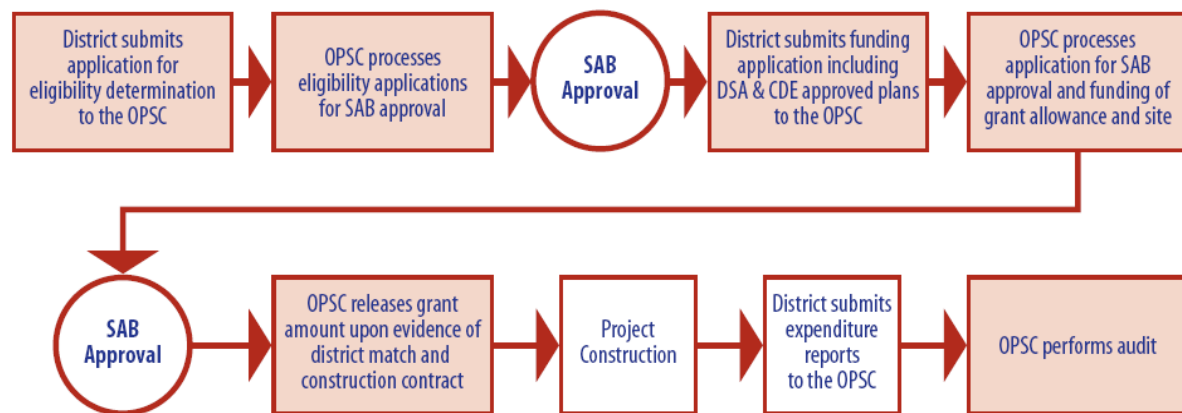
In November 2006, an additional \$10.416 billion was passed by the voters. Of the \$10.416 billion provided by Proposition 1D, \$7.3 billion will be utilized by school SCSOS to address overcrowding, provide career technical education facilities, accommodate future enrollment growth, renovate, and modernize older school buildings and allow participation in community related joint-use projects.

The School Facility Program (SFP) provides State funding assistance for two major types of facilities construction projects: new construction and modernization. The process for accessing the State assistance for this funding is divided into two steps: an application for eligibility and an application for funding.

Applications for eligibility are approved by the State Allocation Board (SAB) and this approval establishes that a school district or county office of education meets the criteria under law to receive assistance for new construction or modernization. Eligibility applications do not result in State funding. In order to receive the funding for an eligible project, the district representative must file a funding application with the Office of Public School Construction (OPSC) for approval by the SAB.

## State School Building Funding Process

### School Facilities Program (SB 50)



Note: Shading indicates OPSC processing.

Please note that throughout this section any references to "the school district" also refers to county offices of education, unless otherwise noted. An application for eligibility is the first step toward funding assistance through SFP. The process to establish eligibility for the school district (under new construction) or for a school site (under modernization) is required only once. Thereafter, the school district updates the eligibility information, as required to support new construction funding applications, or only for updates that will increase the school district's eligibility if applying for modernization funding.

After the application for eligibility is reviewed by OPSC, it is presented to SAB for approval. The SAB's action establishes that the school district has met the criteria outlined in law and regulation to receive state funding assistance for the construction of new facilities or the modernization of existing facilities.

The underlying concept behind eligibility for new construction is straightforward. A school district must demonstrate that existing seating capacity is insufficient to house the projected number of pupils by using either a five-year or a ten-year enrollment projection. Once the new construction eligibility is determined, a "baseline" is created that remains in place as the basis of all future applications. The baseline is adjusted for changes in enrollment, for facilities added, and may also be adjusted for other factors such as errors, omissions, or regulatory amendment changes to SFP. For a complete list of adjustments, refer to SFP Regulations, Section 1859.51.

Based on researching the Office of Public School Construction data and information available at the Project Tracking website, <https://www.dgsapps.dgs.ca.gov/OPSC/PT/Pt/Default.aspx>, it appears the SCSOS has benefited from participation in the program. The current status of State Bond





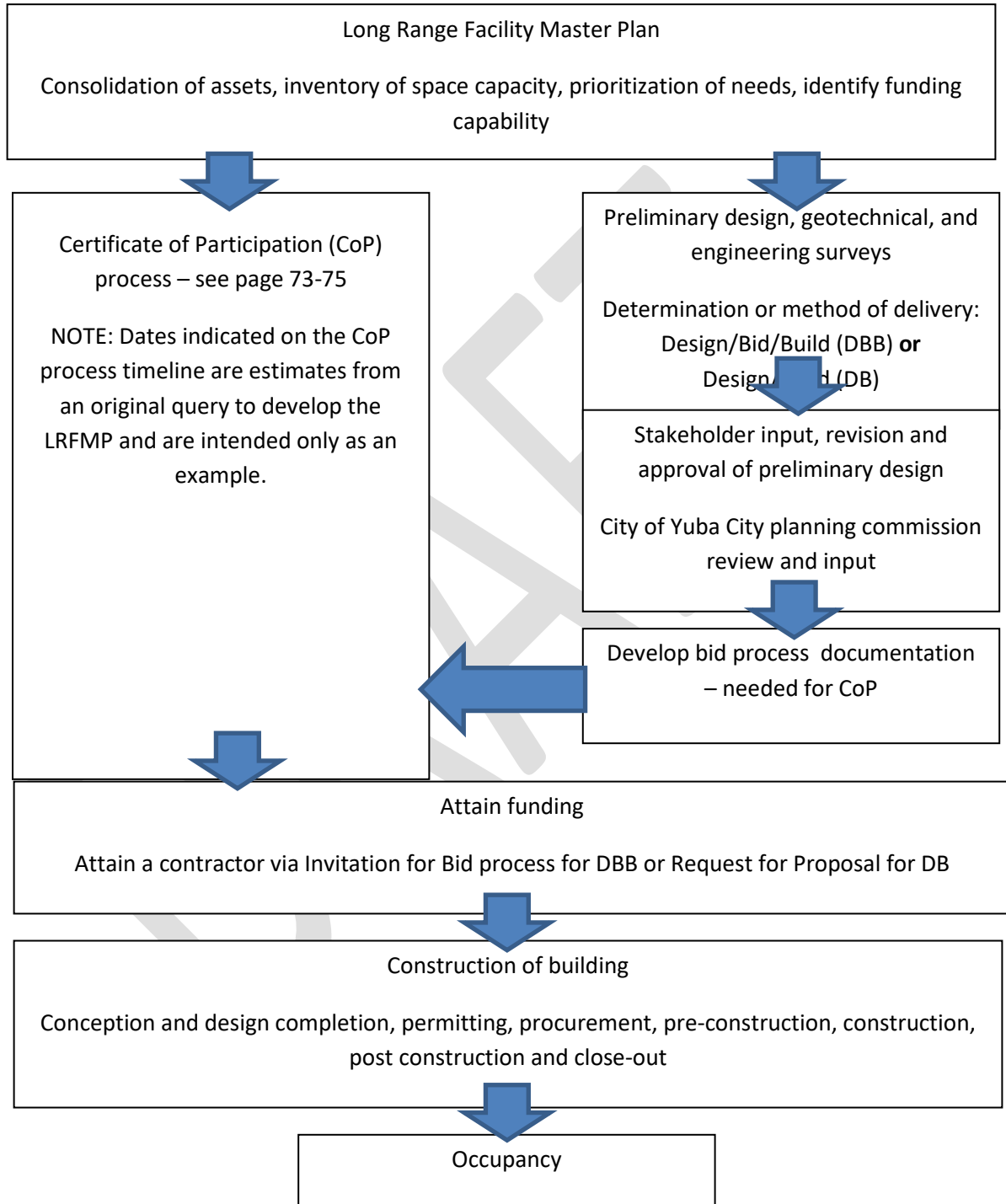
funds is that all funding from past bonds has been allocated and exhausted. However, the legislature has started processing legislation to place a new State School Facility Program Bond in the amount of \$12 billion on the ballot in November 2022. If the bond passes, SCSOS may establish new eligibility for future new construction and modernization projects at that time.

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Exhibit F - Harter Building Flowchart

## Flowchart for development of a new property



Certificates of Participation process and timeline from Government Financial Strategies



Sutter County Board of Education 2021  
Certificates of Participation

Schedule of Events  
As of January 25,

2021

DATE	ITEM	RESPONSIBILITY
In Progress	Preliminary work on the financing plan, including Board dates and agenda deadlines confirmed, list of collateral sites provided, etc.	SCSOS Staff Gov't Fin'l Strategies
Week of February 1, 2021	1) Special Counsel and Disclosure Counsel RFP recipients determined. 2) Possible collateral sites identified.	SCSOS Staff Gov't Fin'l Strategies
Week of February 8, 2021	Special Counsel and Disclosure Counsel RFPs drafted.	Gov't Fin'l Strategies
Week of February 15, 2021	Special Counsel and Disclosure Counsel RFPs finalized and distributed.	Gov't Fin'l Strategies
Week of March 8, 2021	Responses to Special Counsel and Disclosure Counsel RFPs due.	Gov't Fin'l Strategies
Week of March 15, 2021	1) Special Counsel and Disclosure Counsel interviews, if necessary. 2) Special Counsel and Disclosure Counsel selected. 3) Financing Corporation selected. 4) Collateral selected.	SCSOS Staff Gov't Fin'l Strategies
Friday, April 2, 2021	<b>Board of Education Agenda Deadline:</b> Information presentation regarding potential issuance of COP (including information required by Government Code 5852.1) provided.	Gov't Fin'l Strategies

# Long Range Facilities Master Plan

May 2021

Tuesday, April 6, 2021	Initial draft of authorizing resolutions and associated legal documents delivered to all interested parties for review.	Special Counsel
Thursday, April 8, 2021	Initial draft of POS delivered to all interested parties for review.	Disclosure Counsel
Friday, April 9, 2021	Notice and information regarding financing provided to State Department of Education (legal deadline is 30 days before Board action).	SCSOS Staff Gov't Fin'l Strategies
Wednesday, April 14, 2021	<b>Board of Education Meeting:</b> Information regarding potential issuance of COP (including information required by Government Code 5852.1) presented.	Board of Education Gov't Fin'l Strategies
Thursday, April 15, 2021	Comments due on initial drafts of resolutions, legal documents and POS.	All Interested Parties
Tuesday, April 20, 2021	Second drafts of resolutions, legal documents and POS delivered to all interested parties for review.	Special Counsel Disclosure Counsel
Week of April 26, 2021	1) Coordinate rating call(s). 2) Develop plan for COP and debt service reserve insurance. 3) Coordinate deposit of COP proceeds.	Gov't Fin'l Strategies
Tuesday, April 27, 2021	Comments due on revised drafts of resolutions, legal documents and POS.	All Parties
Friday, April 30, 2021	<b>Board of Education Agenda Deadline:</b> Final resolution along with revised drafts of legal documents and POS delivered to Board of Education for agenda packet.	Special Counsel Disclosure Counsel Gov't Fin'l Strategies
To Be Determined	<b>Corporation Board Agenda Deadline:</b> Final resolution along with revised drafts of legal documents delivered to Corporation Board for respective agenda packet.	Special Counsel
Week of May 10, 2021	Rating call(s) conducted.	SCSOS Staff Gov't Fin'l Strategies
Monday, May 10, 2021	Report of Proposed Debt Issuance filed with CDIAC (deadline is 30 days before sale).	Special Counsel
Wednesday, May 12, 2021	<b>Board of Education Meeting:</b> Board considers adoption of resolution authorizing the issuance of the COP and approving the form of the associated legal documents and POS.	Board of Education Gov't Fin'l Strategies
After Board of Education Meeting	Corporation Board Meeting: Corporation Board considers adoption of resolution authorizing the issuance of the COP and approving the form of the associated legal documents.	Financing Corporation

## Long Range Facilities Master Plan

May 2021

Friday, May 21, 2021	PDF of signed resolutions provided to Special Counsel and Government Financial Strategies.	SCSOS Staff Corporation Staff
Friday, May 21, 2021	Credit rating(s) obtained.	Gov't Fin'l Strategies
Week of May 24, 2021	<b>Due Diligence Call:</b> Conference call to confirm information in POS.	SCSOS Staff Disclosure Counsel
Tuesday, May 25, 2021	Bond insurer for COP determined.	Gov't Fin'l Strategies
Friday, May 28, 2021	Final comments due on POS.	All Interested Parties
Tuesday, June 1, 2021	1) Substantially final POS distributed to prospective purchasers. 2) Applied for CUSIP.	Disclosure Counsel Gov't Fin'l Strategies
Wednesday, June 9, 2021	<b>Sale of COP:</b> at the offices of Government Financial Strategies, Sacramento.	All Interested Parties
Week of June 14, 2021	COP closing documents distributed.	Special Counsel
Week of June 21, 2021	Meeting/conference call to review closing documents along with on-going arbitrage compliance and other administrative responsibilities related to the COP.	SCSOS Staff Gov't Fin'l Strategies
Friday, June 25, 2021	Pre-closing of COP. All executed documents related to COP returned to Special Counsel.	All Interested Parties
Tuesday, June 29, 2021	<b>Closing of COP.</b> COP proceeds deposited with County Treasurer and with Trustee.	All Interested Parties
Wednesday, June 30, 2021	Report of Final Sale filed with CDIAC (deadline is 21 days after sale).	Special Counsel
Thursday, July 1, 2021	<b>Board of Education Agenda Deadline:</b> Information presentation regarding COP sales results delivered.	SCSOS Staff Gov't Fin'l Strategies
Wednesday, July 14, 2021	<b>Board of Education Meeting:</b> COP sale results presented.	Board of Education Gov't Fin'l Strategies
Annually until COP is retired	Continuing Disclosure: Prepare annual report updating certain information provided in the Official Statement and distribute to the Electronic Municipal Market Access (EMMA) repository.	SCSOS Staff Gov't Fin'l Strategies
Annually until COP is retired	Annual Debt Transparency Report: Prepare annual debt transparency report and file with CDIAC.	SCSOS Staff Gov't Fin'l Strategies

BOARD AGENDA ITEM: Business Services Report

BOARD MEETING DATE: July 14, 2021

AGENDA ITEM SUBMITTED FOR:

       Action

       Reports/Presentation

  X   Information

       Public Hearing

       Other (specify)

PREPARED BY:

Nicolaas Hoogeveen

SUBMITTED BY:

Nicolaas Hoogeveen

PRESENTING TO BOARD:

Nicolaas Hoogeveen

BACKGROUND AND SUMMARY INFORMATION:

The monthly financial report for June will be reviewed.

# Summary Report of Revenues, Expenditures and Changes in Fund Balance (Unrestricted and Restricted Combined)

**June 2021**

05/16/21-06/15/21

Description	Account Codes	Original Budget	Operating Budget	Actuals to Date	Projected Yr Totals	Difference (Col D - B)	2020-21 Actuals as a % of Budget
		7/1/20 (A)	5/15/21 (B)	6/15/21 (C)	6/15/21 (D)	(E)	
<b>A. Revenues</b>							
1) Local Control Funding Formula	8010-8099	\$ 9,458,827	\$ 10,046,353	\$ 7,345,168	\$ 10,046,353	-	A 73.1%
2) Federal Revenues	8100-8299	\$ 3,827,177	\$ 6,061,917	\$ 3,957,038	\$ 6,084,241	22,324	B 65.3%
3) Other State Revenues	8300-8599	\$ 9,022,003	\$ 13,178,660	\$ 8,969,908	\$ 13,178,660	-	C 68.1%
4) Other Local Revenues	8600-8799	\$ 13,810,295	\$ 9,124,503	\$ 6,519,647	\$ 9,102,465	(22,038)	D 71.5%
<b>TOTAL REVENUES</b>		<b>\$ 36,118,302</b>	<b>\$ 38,411,433</b>	<b>\$ 26,791,761</b>	<b>\$ 38,411,719</b>	<b>\$ 286</b>	<b>69.7%</b>
<b>B. Expenditures</b>							
1. Certificated Salaries	1000-1999	\$ 9,056,793	\$ 8,808,265	\$ 7,879,708	\$ 8,809,232	967	E 89.5%
2. Classified Salaries	2000-2999	\$ 11,659,568	\$ 10,019,881	\$ 8,647,236	\$ 10,004,670	(15,211)	F 86.3%
3. Employee Benefits	3000-3999	\$ 8,166,445	\$ 7,879,306	\$ 6,332,826	\$ 7,873,132	(6,174)	G 80.4%
4. Books and Supplies	4000-4999	\$ 988,575	\$ 1,658,948	\$ 1,086,646	\$ 1,699,438	40,490	H 65.5%
5. Services, Other Operation	5000-5999	\$ 4,004,070	\$ 6,132,842	\$ 4,148,512	\$ 6,202,203	69,361	I 67.6%
6. Capital Outlay	6000-6999	\$ 373,091	\$ 365,368	\$ 90,394	\$ 332,526	(32,842)	J 24.7%
7. Other Outgo	7100-7299	\$ 327,141	\$ 401,367	\$ 333,409	\$ 401,367	-	K 83.1%
8. Direct Support/Indirect	7300-7399	\$ (81,100)	\$ (68,681)	\$ (43,764)	\$ (68,681)	-	L 63.7%
9. Debt Service	7400-7499	\$ -	\$ -	\$ -	\$ -	-	M 0.0%
<b>TOTAL EXPENDITURES</b>		<b>\$ 34,494,583</b>	<b>\$ 35,197,296</b>	<b>\$ 28,474,967</b>	<b>\$ 35,253,887</b>	<b>56,591</b>	<b>80.9%</b>
Excess ( Deficiency) of Revenues Over Expenditures Before Other Financing Sources and Uses (A5-B9)		\$ 1,623,719	\$ 3,214,137	\$ (1,683,206)	\$ 3,157,832	\$ (56,305)	-53.3%
<b>D. Other Financing Sources/Uses</b>							
1. Transfers In	8910-8979	\$ 54,785	\$ 20,016	\$ -	\$ 20,016	-	N 0.0%
2. Transfer Out	7610-7629	\$ 824,551	\$ 443,031	\$ 141,628	\$ 443,031	-	O 32.0%
3. Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -	-	P 0.0%
<b>Total, Other Fin Sources/Uses</b>		<b>\$ (769,766)</b>	<b>\$ (423,015)</b>	<b>\$ (141,628)</b>	<b>\$ (423,015)</b>	<b>\$ -</b>	<b>33.5%</b>
<b>E. Net Change to Fund Balance</b>		<b>\$ 853,953</b>	<b>\$ 2,791,122</b>	<b>\$ (1,824,834)</b>	<b>\$ 2,734,817</b>	<b>\$ (56,305)</b>	
<b>F. Fund Balance (Fund 01 only)</b>							
1. Beginning Balance		\$ 12,722,779	\$ 13,940,165	\$ 13,940,165	\$ 13,940,165	-	
2. Adjustments/Restatements		\$ -	\$ -	\$ -	\$ -		
<b>Ending Balance</b>		<b>\$ 13,576,732</b>	<b>\$ 16,731,287</b>	<b>\$ 12,115,331</b>	<b>\$ 16,674,982</b>	<b>\$ (56,305)</b>	
<b>G. Components of Ending Fund Balance</b>							
Designated Amounts	9711-9730	\$ 10,500	\$ 10,500		\$ 10,500	\$ -	
Legally Restricted	9740-9760	\$ 2,583,328	\$ 3,121,037		\$ 3,779,649	\$ -	
Assigned	9780	\$ 9,216,947	\$ 11,817,734		\$ 11,099,987	\$ -	
Restricted Economic Uncertainty	9789	\$ 1,765,957	\$ 1,782,016		\$ 1,784,846	\$ -	
Unassigned/Unappropriated	9790	\$ -	\$ -		\$ -	\$ -	



**Explanation of Differences**  
**Net Change in Current Year Budget June Board Report**  
**05/16/21-06/15/21**

	<u>Amount</u>	<u>Explanation of Differences</u>
<b>A</b> <u><b>Local Control Funding Formula (8010-8099)</b></u>		
	<u>\$ -</u>	
<b>B</b> <u><b>Federal Revenues (8100-8299)</b></u>		
One Stop	\$ 21,924	Increasing budget for Workforce Innovation Opportunity Act Veteran's Employment-Related Assistance Program to align with funding award
Various departments	\$ 400	Miscellaneous Adjustments
	<u>\$ 22,324</u>	
<b>C</b> <u><b>Other State Revenues (8300-8599)</b></u>		
	<u>\$ -</u>	
<b>D</b> <u><b>Other Local Revenues (8600-8799)</b></u>		
County Office	\$ 7,962	Establishing budget for Awning Replacement insurance claim
Student Support and Outreach (SSO)	\$ (30,000)	Removing budget for 20-21 Mental Health
	<u>\$ (22,038)</u>	
<b>E</b> <u><b>Certificated Salaries (1000-1999)</b></u>		
Various departments	\$ 967	Miscellaneous Adjustments
	<u>\$ 967</u>	
<b>F</b> <u><b>Classified Salaries (2000-2999)</b></u>		
Student Support and Outreach (SSO)	\$ (15,211)	Removing budget for 20-21 Mental Health and adjusting budget to align with actuals
	<u>\$ (15,211)</u>	
<b>G</b> <u><b>Employee Benefits (3000-3999)</b></u>		
Student Support and Outreach (SSO)	\$ (6,372)	Removing budget for 20-21 Mental Health and adjusting budget to align with actuals
Various departments	\$ 198	Miscellaneous Adjustments
	<u>\$ (6,174)</u>	
<b>H</b> <u><b>Books and Supplies (4000-4999)</b></u>		
County Office	\$ 55,193	Adjusting budget to align with actuals
Special Education	\$ 1,200	Adjusting budget to align with actuals
One Stop	\$ (12,275)	Adjusting budget to align with actuals
Curriculum, Instruction, and Accountability (CIA)	\$ (4,132)	Adjusting budget to align with actuals
Feather River Academy (FRA)	\$ 1,366	Adjusting budget to align with actuals
Various departments	\$ (862)	Miscellaneous Adjustments
	<u>\$ 40,490</u>	
<b>I</b> <u><b>Services, Other Operations (5000-5999)</b></u>		
County Office	\$ (14,929)	Adjusting budget to align with actuals
Special Education	\$ 35,320	Adjusting budget to align with contract employment
One Stop	\$ 33,504	Increasing budget for Workforce Innovation Opportunity Act Veteran's Employment-Related Assistance Program to align with funding award and adjusting budget to align with actuals
Curriculum, Instruction, and Accountability (CIA)	\$ 3,168	Adjusting budget to align with actuals
Student Support and Outreach (SSO)	\$ (4,222)	Adjusting budget to align with actuals
Regional Occupation Program (ROP)	\$ (3,167)	Adjusting budget to align with actuals
Feather River Academy (FRA)	\$ (1,165)	Adjusting budget to align with actuals

**Explanation of Differences**  
**Net Change in Current Year Budget June Board Report**  
**05/16/21-06/15/21**

	<u><b>Amount</b></u>	<u><b>Explanation of Differences</b></u>
Medi-Cal Administrative Activities (MAA)	\$ 20,952	<i>Increasing budget to align with contract fees</i>
Various departments	\$ (100)	<i>Miscellaneous Adjustments</i>
	<u><b>\$ 69,361</b></u>	
<b>J</b> <a href="#"><u><b>Capital Outlay (6000-6999)</b></u></a>		
County Office	\$ (32,842)	<i>Adjusting budget for technology purchase</i>
	<u><b>\$ (32,842)</b></u>	
<b>K</b> <a href="#"><u><b>Other Outgo (7100 - 7299)</b></u></a>		
	<u><b>\$ -</b></u>	
<b>L</b> <a href="#"><u><b>Direct Support / Indirect (7300-7399)</b></u></a>		
	<u><b>\$ -</b></u>	
<b>M</b> <a href="#"><u><b>Debt Services (7400 - 7499)</b></u></a>		
	<u><b>\$ -</b></u>	
<b>N</b> <a href="#"><u><b>Transfers In (8910-8979)</b></u></a>		
	<u><b>\$ -</b></u>	
<b>O</b> <a href="#"><u><b>Transfers Out (7610-7629)</b></u></a>		
	<u><b>\$ -</b></u>	
<b>P</b> <a href="#"><u><b>Contributions (8980-8999)</b></u></a>		
	<u><b>\$ -</b></u>	
 Net Change in Current Year Budget	 <u><b>\$ (56,305)</b></u>	

Agenda Item No. 7.1

BOARD AGENDA ITEM: Investment Statements

BOARD MEETING DATE: July 14, 2021

AGENDA ITEM SUBMITTED FOR:

PREPARED BY:

       Action

Ron Sherrod

       Reports/Presentation

SUBMITTED BY:

X Information

Ron Sherrod

       Public Hearing

PRESENTING TO BOARD:

       Other (specify)

Ron Sherrod

BACKGROUND AND SUMMARY INFORMATION:

The Investment Statement as of April 30, 2021 from the County Treasurer will be presented.

Christina N. Hernandez



Acting Treasurer-Tax Collector

June 16, 2021

To: Sutter County Board of Supervisors

Re: Sutter County Investment Portfolio Report for April 30, 2021

Following is the Sutter County Investment Portfolio report as of April 30, 2021. The schedule includes all short-term, mid-term and long-term investments held at the conclusion of business on the final day of the month. The Sutter County Treasurer and Tax Collector is given authority over the pooled investment portfolio through Board delegation pursuant to Government Code §27000.1. Investment activities of the pooled treasury are governed by Government Code §53601 as incorporated in the Sutter County Investment Policy. Investment of the county's, school districts' and special district's surplus funds start with the objective of safety of the principle to minimize possibility losses. Following safety is the liquidity objective to provide coverage of day to day operations and to meet contingency as they arise. The final objective is earning a reasonable return or yield on the funds invested. The Sutter County Investment Policy may be found on the Treasurer's webpage at: [https://www.suttercounty.org/assets/pdf/ttc/Investment\\_Policy\\_2021.pdf](https://www.suttercounty.org/assets/pdf/ttc/Investment_Policy_2021.pdf)

As Treasurer and Tax Collector, I certify that this document reflects the government agencies' pooled investments and that all investments are in compliance with the County of Sutter Investment Policy.

The combined cash and investments in the county treasury total \$295,962,270 and will provide sufficient cash flow liquidity to meet estimated pooled treasury expenditures for the next six months.

Invested treasury funds total \$286,692,047 with \$73,031,819 under the management of the Local Agency Investment Fund and California Asset Management Program. The Bank of New York, which provides third-party safekeeping services to Sutter County, provides market value data. The dollar-weighted average maturity of invested funds is 1,214 days.

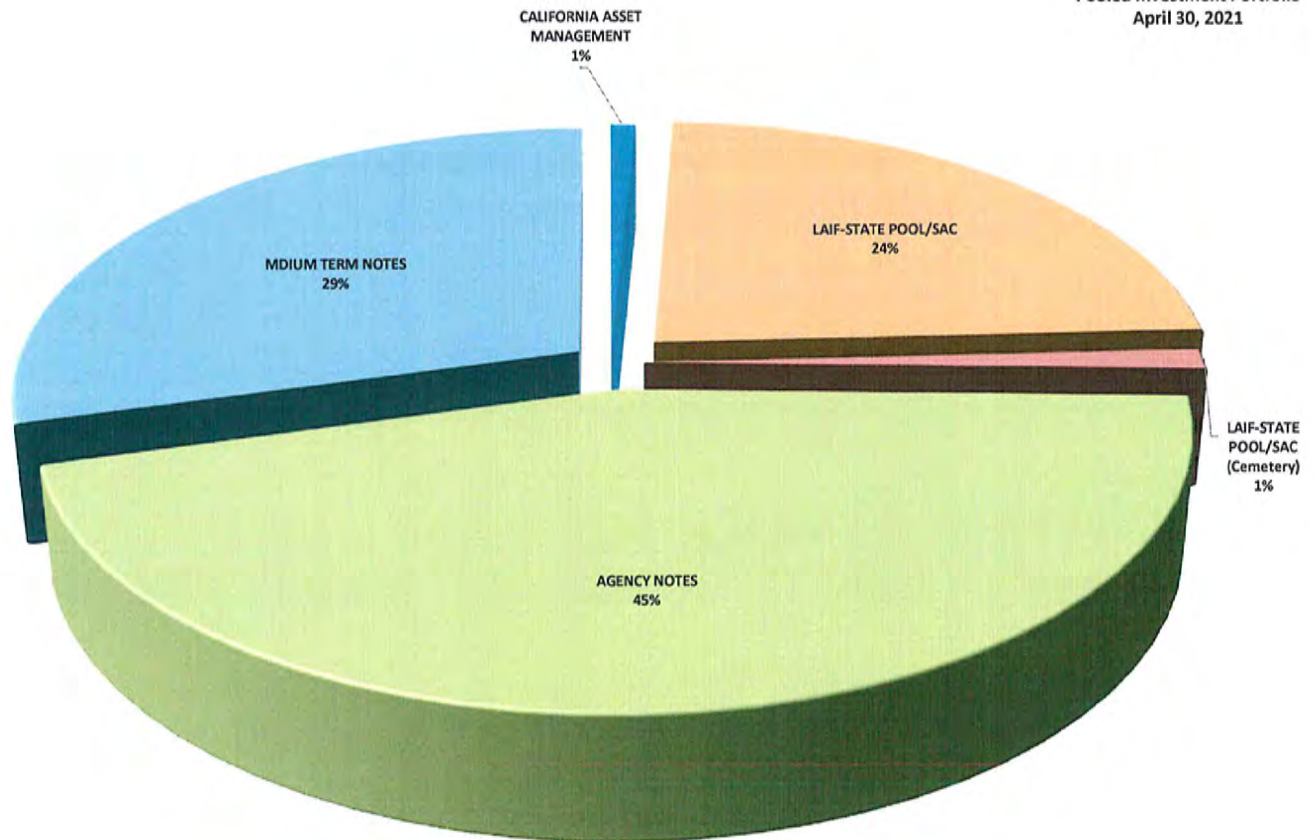
Investments are selected based on criteria contained in the Sutter County Investment Policy, which emphasizes safety, liquidity, yield and diversification. Therefore, the interest rates will fluctuate, and the types of investments will vary depending upon county needs and market availability on a particular day.

Respectfully submitted,

A handwritten signature in blue ink, appearing to be "CH Hernandez", written over a horizontal line.

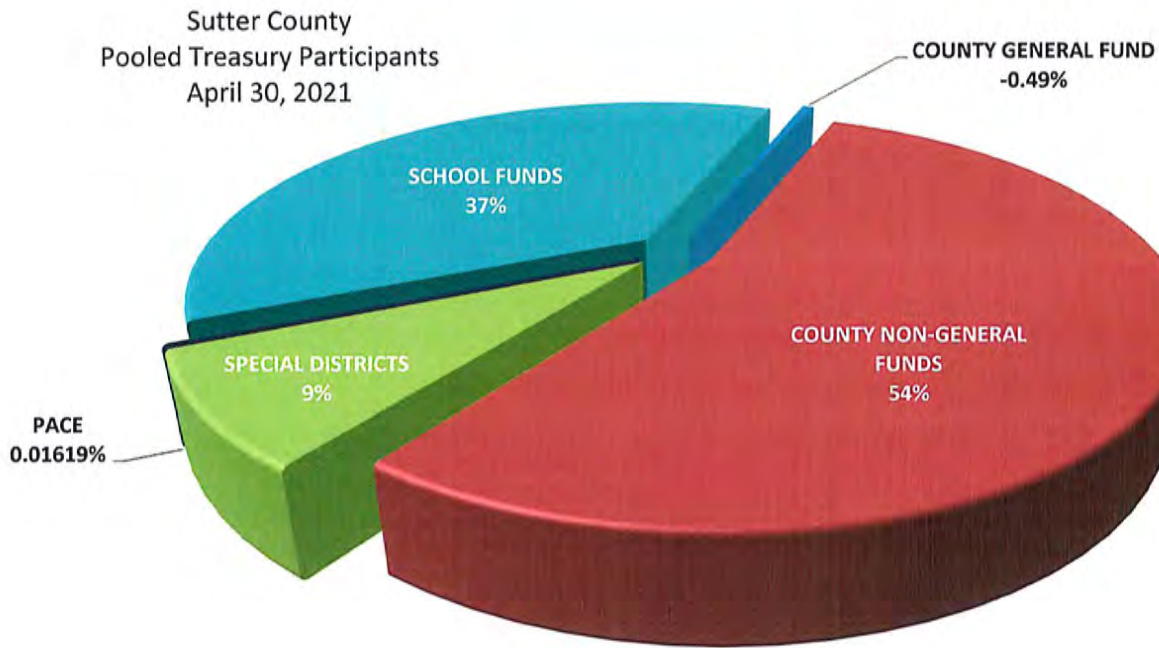
Christina N. Hernandez  
Acting Treasurer-Tax Collector

Sutter County  
Pooled Investment Portfolio  
April 30, 2021



	<u>BOOK VALUE</u>	<u>PERCENTAGE OF MANAGED PORTFOLIO</u>	<u>INVESTED % OF POOLED PORTFOLIO</u>	<u>AVERAGE DAYS TO MATURITY</u>	<u>AVERAGE YIELD</u>
CAMP	\$2,407,130.25	0.84%	0.85%	1	0.80%
LOCAL AGENCY INVESTMENT FUND (COUNTY)	67,250,363.33	23.46%	23.74%	1	0.44%
LOCAL AGENCY INVESTMENT FUND (CEMETERY)	3,374,325.85	1.18%	-	1	0.44%
MEDIUM TERM NOTES	83,660,312.81	29.18%	29.53%	1,061	1.63%
AGENCY NOTES	<u>129,999,914.71</u>	<u>45.34%</u>	<u>45.88%</u>	<u>1,418</u>	<u>0.67%</u>
<b>TOTAL MANAGED INVESTMENTS</b>	<b>\$286,692,046.95</b>	<b>100.00%</b>		<u>1,214</u>	<u>1.06%</u>
LESS: LAIF FUNDS NOT POOLED	<u>3,374,325.85</u>	<u>1.18%</u>			
<b>TOTAL POOLED INVESTMENTS</b>	<b><u>\$283,317,721.10</u></b>	<b><u>98.82%</u></b>	<b><u>100.00%</u></b>	<b><u>1,213</u></b>	<b><u>1.07%</u></b>





The Pooled Treasury is comprised of 345 separate funds representing the County's General Fund, County Non-General funds, special districts, school districts and funds collected and held for the various PACE programs that are authorized by the City of Yuba City.

At the close of business April 30, 2021 pool participants' cash and investment balances consisted of the following:

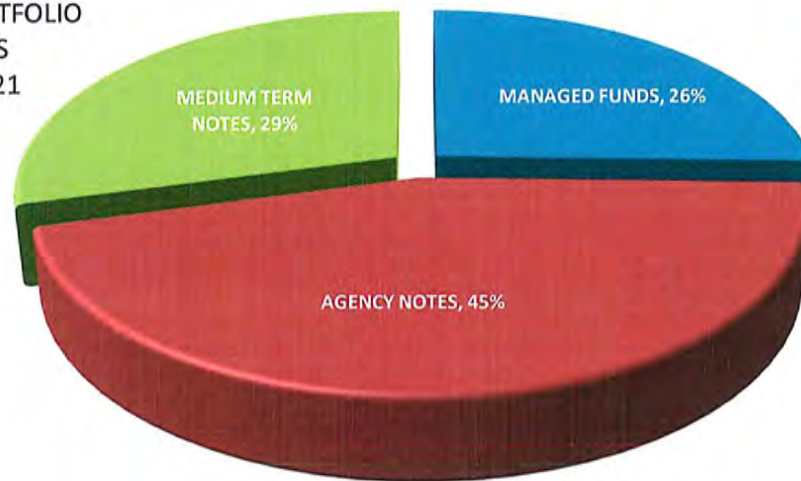
COUNTY GENERAL FUND	-0.49%
COUNTY NON-GENERAL FUNDS	54.43%
SPECIAL DISTRICTS	8.61%
SCHOOL FUNDS	37.43%

The pooled portfolio is comprised of three major classes of assets. At April 30, 2021 agency notes made up 45%, medium term notes represented 29% and funds under management within the Local Area Investment Fund (LAIF) and the California Asset Management Program (CAMP) completing the portfolio at 26%.

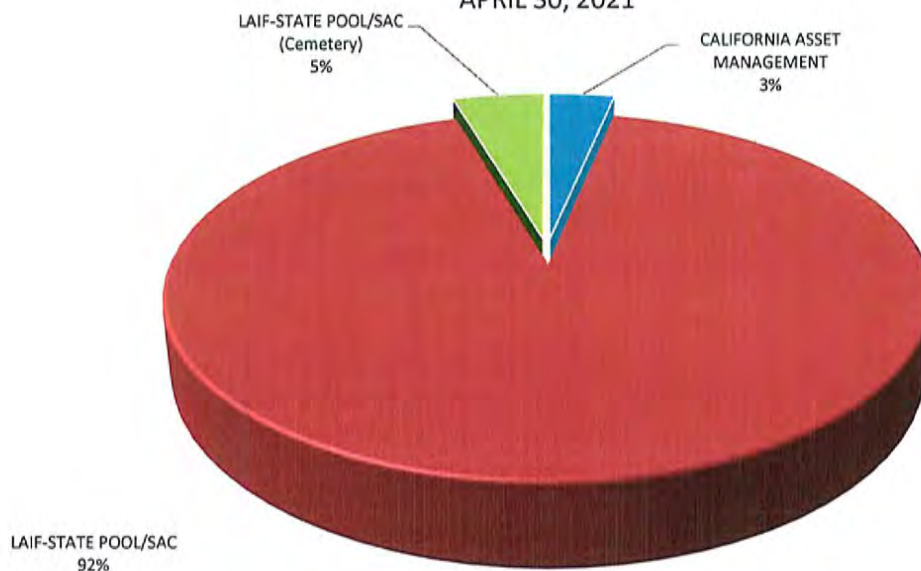
All assets are in compliance with the Sutter County Investment Policy and adhere to the requirements of California Government Code §53601-§53645 and §16429.1-§16429.3, which relate to the investing in the Local Area Investment Fund (LAIF)

Within the three major classes of assets the portfolio is further diversified, again, operating within the constraints of California Government Code and the Sutter County Investment Policy. The following charts provide a quick glance of the make-up of each category.

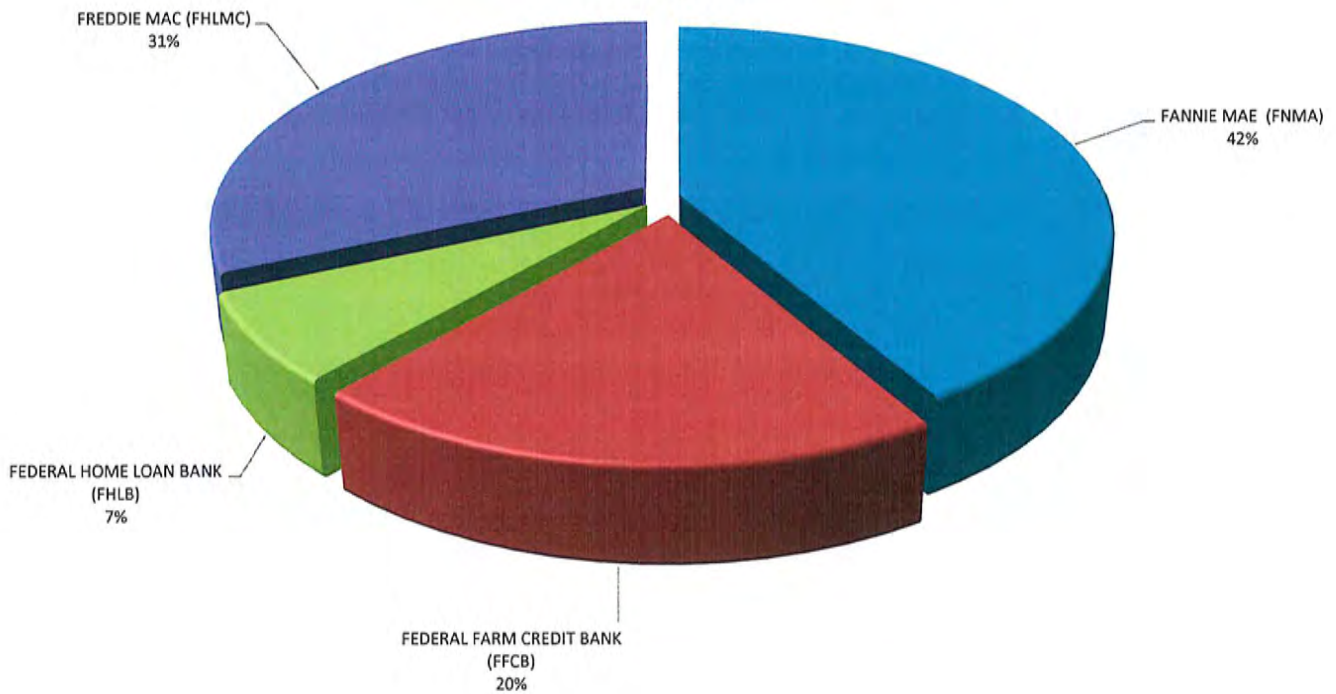
SUTTER COUNTY  
INVESTMENT PORTFOLIO  
CATEGORIES  
APRIL 30, 2021



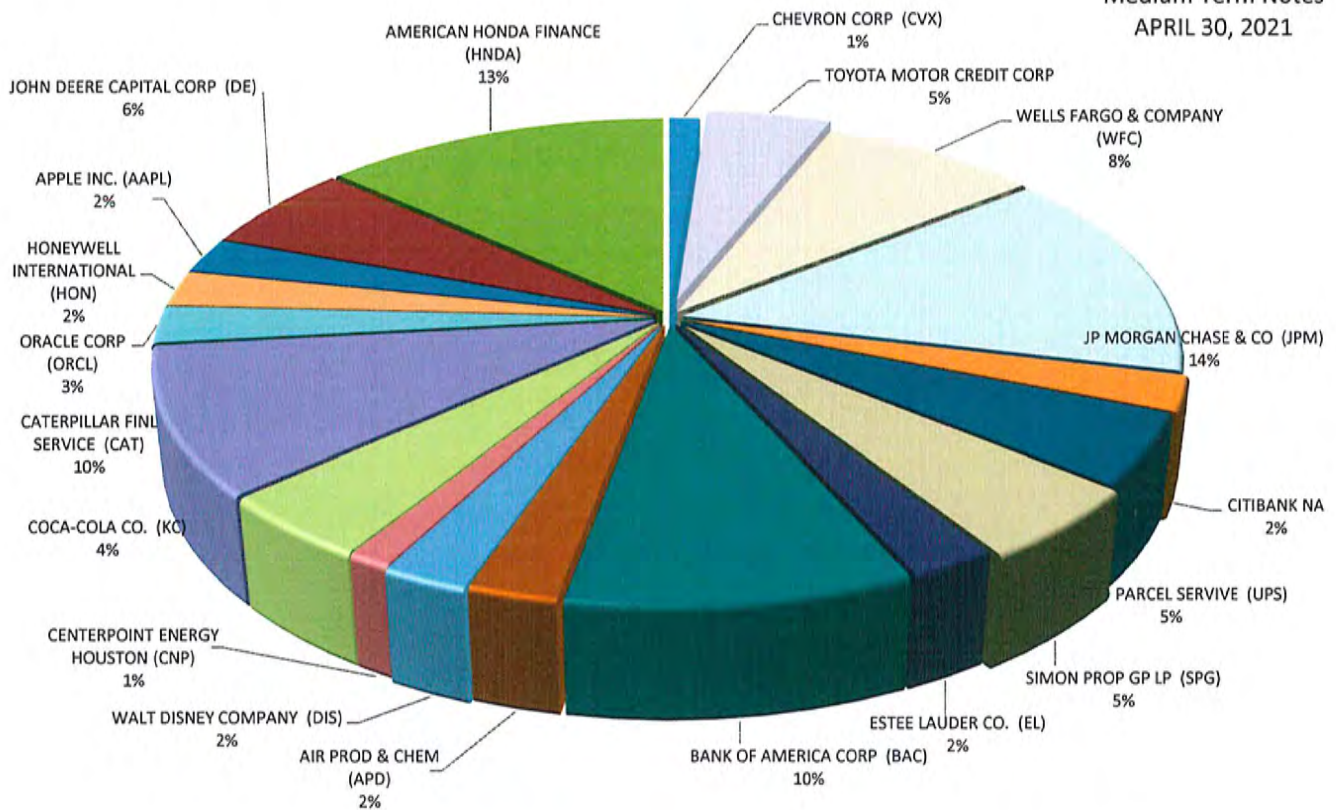
Sutter County  
Managed Funds  
APRIL 30, 2021



Sutter County  
Agency Notes  
APRIL 30, 2021



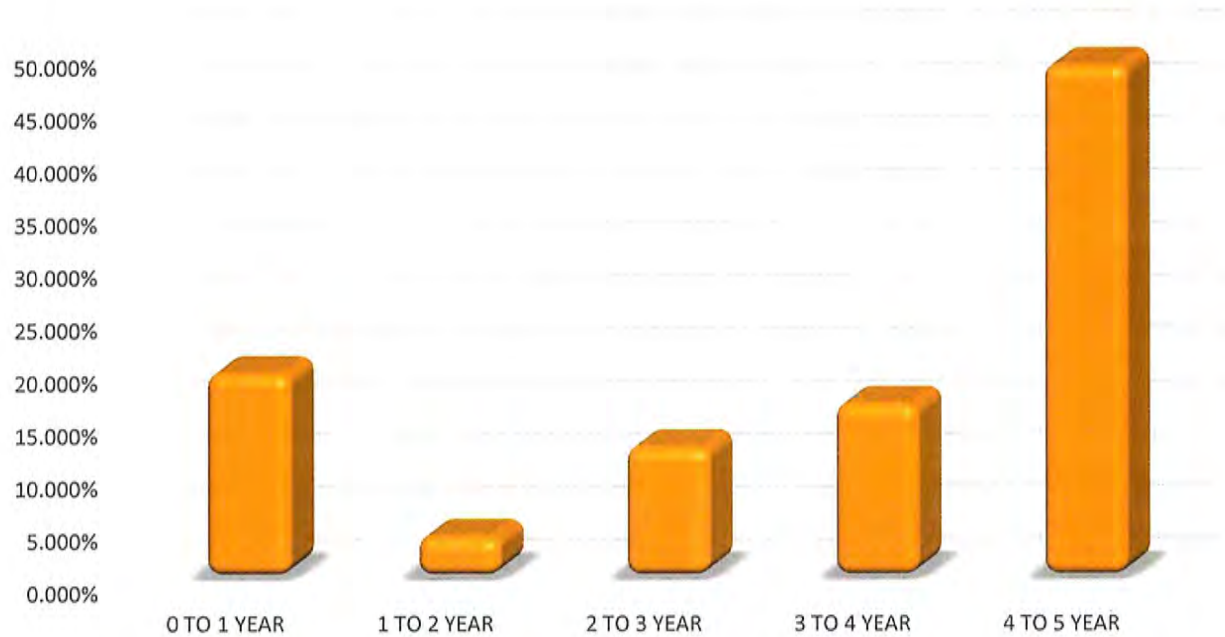
Sutter County  
Medium Term Notes  
APRIL 30, 2021





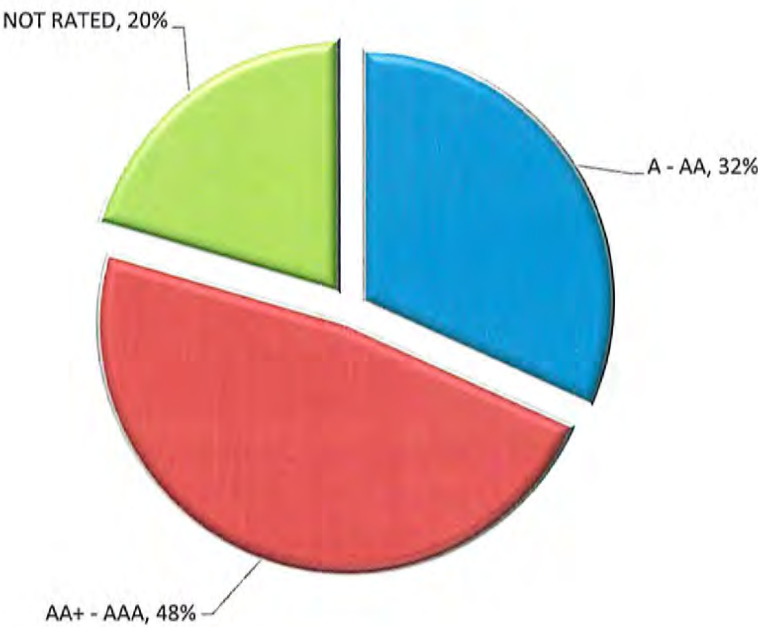
All investments conform to California Government Code §56301 with maturities of no more than five years.

Sutter County  
Pooled Portfolio Aging  
April 30, 2021




Investments in the pool must have a category rating of A or better at the time of purchase, as prescribed in the Sutter County Investment Policy, with the exception of LAIF, which is authorized in GC §16429.1-§16429.3.

Sutter County  
Pooled Portfolio Asset Ratings  
April 30, 2021



**SUTTER COUNTY  
INVESTMENT PORTFOLIO  
April 30, 2021**




TREASURY						DATE	DATE	TOTAL		
NUMBER	INSTITUTION/BRANCH	CUSIP	BOOK VALUE	MARKET VALUE	PAR VALUE	INVESTED	MATURES	DAYS	CURRENT	RATE
MANAGED FUNDS										
2021-00A	CALIFORNIA ASSET MANAGEMENT	0	2,407,130.25	2,407,130.25	2,407,130.25	N/A	N/A	1	0.80000%	0.80000%
2021-00B	LAIF-STATE POOL/SAC	0	67,250,363.33	67,250,363.33	67,250,363.33	N/A	N/A	1	0.44000%	0.44000%
2021-00C	LAIF-STATE POOL/SAC (Cemetery)	0	3,374,325.85	3,374,325.85	3,374,325.85	N/A	N/A	1	0.44000%	0.44000%
TOTAL MANAGED FUNDS			73,031,819.43	73,031,819.43	73,031,819.43					
AGENCIES NOTES										
2020-110	FEDERAL HOME LOAN BANK (FHLB)	3130AJSF7	1,000,000.00	991,430.00	1,000,000.00	07/08/20	01/08/25	1,645	0.65562%	0.65000%
20219	FEDERAL HOME LOAN BANK (FHLB)	3130AKJR8	4,000,000.00	3,934,040.00	4,000,000.00	12/16/20	12/16/25	1,826	0.57956%	0.57000%
2016-169/172	FEDERAL FARM CREDIT BANK (FFCB)	3133EGL60	3,998,269.99	4,050,040.00	4,000,000.00	11/29/16	11/29/21	1,826	1.73825%	1.76000%
2020-159	FEDERAL FARM CREDIT BANK (FFCB)	3133EL4W1	3,996,458.15	3,930,680.00	4,000,000.00	09/04/20	08/25/25	1,816	0.62076%	0.61000%
2020-169	FEDERAL FARM CREDIT BANK (FFCB)	3133EMBE1	1,999,142.75	1,996,560.00	2,000,000.00	09/30/20	03/28/24	1,275	0.30052%	0.30000%
20196	FEDERAL FARM CREDIT BANK (FFCB)	3133EMGF3	1,998,658.57	1,994,240.00	2,000,000.00	11/16/20	05/16/24	1,277	0.35101%	0.35000%
20208	FEDERAL FARM CREDIT BANK (FFCB)	3133EMHL9	1,999,821.61	1,998,800.00	2,000,000.00	12/03/20	11/30/23	1,092	0.31019%	0.31000%
20204	FEDERAL FARM CREDIT BANK (FFCB)	3133EMJC7	4,000,000.00	3,931,840.00	4,000,000.00	12/01/20	12/01/25	1,826	0.56971%	0.56000%
20217	FEDERAL FARM CREDIT BANK (FFCB)	3133EMKT8	4,000,000.00	3,936,160.00	4,000,000.00	12/17/20	12/17/25	1,826	0.54876%	0.54000%
20227	FEDERAL FARM CREDIT BANK (FFCB)	3133EMLR1	4,000,000.00	3,924,360.00	4,000,000.00	12/24/20	12/23/25	1,825	0.50964%	0.50000%
2019-158	FREDDIE MAC (FHLMC)	3134GUD23	3,000,000.00	3,012,360.00	3,000,000.00	12/23/19	12/23/24	1,827	1.79261%	1.80000%
2020-002	FREDDIE MAC (FHLMC)	3134GUQ94	4,000,000.00	4,042,200.00	4,000,000.00	01/10/20	01/10/25	1,827	1.78121%	1.80000%
2020-179	FREDDIE MAC (FHLMC)	3134GW4Z6	4,000,000.00	3,921,840.00	4,000,000.00	10/27/20	10/27/25	1,826	0.55076%	0.54000%
2020-141	FREDDIE MAC (FHLMC)	3134GWKL9	2,000,000.00	1,987,680.00	2,000,000.00	08/12/20	08/12/25	1,826	0.60372%	0.60000%
2020-161	FREDDIE MAC (FHLMC)	3134GWP75	2,000,000.00	1,995,800.00	2,000,000.00	09/23/20	09/23/25	1,826	0.62632%	0.62500%
2020-168	FREDDIE MAC (FHLMC)	3134GWWS1	2,000,000.00	1,984,240.00	2,000,000.00	09/30/20	09/30/25	1,826	0.50397%	0.50000%
20197	FREDDIE MAC (FHLMC)	3134GXCH5	4,000,000.00	3,932,720.00	4,000,000.00	11/25/20	11/25/25	1,826	0.61026%	0.60000%
20198	FREDDIE MAC (FHLMC)	3134GXCS1	4,000,000.00	3,960,400.00	4,000,000.00	11/25/20	11/25/25	1,826	0.63125%	0.62500%
20201	FREDDIE MAC (FHLMC)	3134GXDM3	4,000,000.00	3,935,160.00	4,000,000.00	12/01/20	12/01/25	1,826	0.63022%	0.62500%
20218	FREDDIE MAC (FHLMC)	3134GXJH8	4,000,000.00	3,994,760.00	4,000,000.00	12/29/20	12/29/23	1,095	0.22029%	0.22000%
20221	FREDDIE MAC (FHLMC)	3134GXJJ4	4,000,000.00	3,984,760.00	4,000,000.00	12/28/20	06/28/24	1,278	0.32122%	0.32000%
20222	FREDDIE MAC (FHLMC)	3134GXJK1	4,000,000.00	3,982,560.00	4,000,000.00	12/30/20	09/30/24	1,370	0.36158%	0.36000%
20228	FANNIE MAE (FNMA)	3135G05X7	1,996,512.38	1,969,920.00	2,000,000.00	12/24/20	08/25/25	1,705	0.38073%	0.37500%
2020-180	FANNIE MAE (FNMA)	3135G06B4	2,000,000.00	1,979,460.00	2,000,000.00	10/22/20	10/22/25	1,826	0.56581%	0.56000%
20212	FANNIE MAE (FNMA)	3135G06K4	2,000,000.00	1,984,020.00	2,000,000.00	12/17/20	12/17/25	1,826	0.65524%	0.65000%
20231	FANNIE MAE (FNMA)	3135G06Q1	6,011,401.97	5,946,360.00	6,000,000.00	12/30/20	12/30/25	1,826	0.64577%	0.64000%
20210	FANNIE MAE (FNMA)	3135GA6J5	2,000,000.00	1,998,760.00	2,000,000.00	12/07/20	12/07/23	1,095	0.32020%	0.32000%
20224	FANNIE MAE (FNMA)	3135GAC25	4,000,000.00	3,985,200.00	4,000,000.00	12/24/20	09/24/24	1,370	0.31115%	0.31000%
2020-185	FANNIE MAE (FNMA)	3136G46K4	4,000,000.00	3,957,160.00	4,000,000.00	10/28/20	07/28/25	1,734	0.50541%	0.50000%
20190	FANNIE MAE (FNMA)	3136G46N8	4,000,000.00	3,965,480.00	4,000,000.00	11/02/20	10/29/25	1,822	0.60522%	0.60000%
2020-137	FANNIE MAE (FNMA)	3136G4C43	4,000,000.00	3,981,920.00	4,000,000.00	08/14/20	08/14/25	1,826	0.65295%	0.65000%



**SUTTER COUNTY**  
**INVESTMENT PORTFOLIO**  
**April 30, 2021**



						DATE	DATE	TOTAL DAYS		
TREASURY										
NUMBER	INSTITUTION/BRANCH	CUSIP	BOOK VALUE	MARKET VALUE	PAR VALUE	INVESTED	MATURES	INVESTED	CURRENT YIELD	RATE
2020-136	FANNIE MAE (FNMA)	3136G4D75	4,000,000.00	3,974,400.00	4,000,000.00	07/30/20	07/29/25	1,825	0.60386%	0.60000%
2020-134	FANNIE MAE (FNMA)	3136G4G31	4,000,000.00	3,983,040.00	4,000,000.00	07/30/20	07/20/25	1,816	0.65277%	0.65000%
2020-140	FANNIE MAE (FNMA)	3136G4G98	2,000,000.00	1,983,160.00	2,000,000.00	08/12/20	08/12/25	1,826	0.56476%	0.56000%
2020-149	FANNIE MAE (FNMA)	3136G4H71	1,999,649.29	1,977,640.00	2,000,000.00	08/18/20	08/18/25	1,826	0.50565%	0.50000%
2017-022	FANNIE MAE (FNMA)	3136G4MQ3	2,000,000.00	2,044,240.00	2,000,000.00	03/29/17	03/29/22	1,826	2.12304%	2.17000%
2020-150	FANNIE MAE (FNMA)	3136G4N74	2,000,000.00	1,982,780.00	2,000,000.00	08/21/20	08/21/25	1,826	0.56486%	0.56000%
2020-155	FANNIE MAE (FNMA)	3136G4X32	2,000,000.00	1,987,420.00	2,000,000.00	08/26/20	08/26/25	1,826	0.60380%	0.60000%
2020-103	FANNIE MAE (FNMA)	3136G4XE8	2,000,000.00	2,001,640.00	2,000,000.00	06/22/20	12/22/23	1,278	0.51957%	0.52000%
2020-123	FANNIE MAE (FNMA)	3136G4ZR7	4,000,000.00	3,998,840.00	4,000,000.00	07/21/20	07/21/25	1,826	0.70020%	0.70000%
21040	FEDERAL HOME LOAN BANK (FHLB)	3130AM5V0	4,000,000.00	4,000,000.00	4,000,000.00	04/30/21	04/30/26	1,826	1.10000%	1.10000%
TOTAL AGENCY NOTES			129,999,914.71	129,124,070.00	130,000,000.00					
MEDIUM TERM NOTES										
2019-144	AIR PROD & CHEM (APD)	009158AV8	2,078,843.04	2,168,360.00	2,000,000.00	12/10/19	07/31/24	1,695	3.08989%	3.35000%
20230	AMERICAN HONDA FINANCE (HNDA)	02665WDL2	4,083,954.99	4,021,920.00	4,000,000.00	12/28/20	07/08/25	1,653	1.19346%	1.20000%
2020-166/176	AMERICAN HONDA FINANCE (HNDA)	02665WDN8	7,027,006.97	6,952,610.00	7,000,000.00	09/24/20	09/10/25	1,812	1.00682%	1.00000%
20220	APPLE INC. (AAPL)	037833DT4	2,052,154.08	2,016,400.00	2,000,000.00	12/16/20	05/11/25	1,607	1.11585%	1.12500%
20215	BANK OF AMERICA CORP (BAC)	06048WK41	3,996,245.17	3,922,400.00	4,000,000.00	12/10/20	11/25/25	1,811	0.66286%	0.65000%
20211	BANK OF AMERICA CORP (BAC)	06048WVK58	4,000,000.00	3,957,040.00	4,000,000.00	12/18/20	12/18/23	1,095	0.40434%	0.40000%
20223	CATERPILLAR FINL SERVICE (CAT)	14912L5X5	2,176,405.14	2,180,280.00	2,000,000.00	12/16/20	11/24/23	1,073	3.43993%	3.75000%
2020-080	CATERPILLAR FINL SERVICE (CAT)	14912L6C0	2,132,613.07	2,171,160.00	2,000,000.00	05/01/20	06/09/24	1,500	3.03985%	3.30000%
20229	CATERPILLAR FINL SERVICE (CAT)	14913R2H9	4,036,356.92	3,948,160.00	4,000,000.00	12/28/20	11/13/25	1,781	0.81050%	0.80000%
2019-148	CENTERPOINT ENERGY HOUSTON (CNP)	15189XAP3	1,000,000.00	1,002,680.00	1,000,000.00	12/10/19	06/01/21	539	1.84506%	1.85000%
2017-002	CHEVRON CORP (CVX)	166764BG4	999,785.93	1,002,260.00	1,000,000.00	01/09/17	05/16/21	1,588	2.09526%	2.10000%
2019-022	CITIBANK NA	17325FAR9	2,001,231.05	2,003,580.00	2,000,000.00	02/15/19	07/23/21	889	0.78634%	0.77913%
2020-078	COCA-COLA CO. (KC)	191216CN8	3,687,134.89	3,710,626.50	3,431,000.00	05/01/20	03/25/25	1,789	2.72769%	2.95000%
20209	JOHN DEERE CAPITAL CORP (DE)	24422EVH9	1,007,988.46	1,009,280.00	1,000,000.00	12/04/20	07/05/23	943	0.69356%	0.70000%
21008	JOHN DEERE CAPITAL CORP (DE)	24422EVK2	3,999,767.69	3,928,640.00	4,000,000.00	02/01/21	01/15/26	1,809	0.71271%	0.50000%
2019-150	WALT DISNEY COMPANY (DIS)	254687FK7	1,986,360.99	2,074,260.00	2,000,000.00	12/10/19	08/30/24	1,725	1.68735%	1.75000%
2019-143	ESTEE LAUDER CO. (EL)	29736RAN0	2,004,042.18	2,098,460.00	2,000,000.00	12/10/19	12/01/24	1,818	1.90616%	2.00000%
2020-096	HONEYWELL INTERNATIONAL (HON)	438516CB0	2,039,365.75	2,038,900.00	2,000,000.00	06/04/20	06/01/25	1,823	1.32424%	1.35000%
2018-151	JP MORGAN CHASE & CO (JPM)	46647PAT3	3,998,636.99	4,006,760.00	4,000,000.00	11/23/18	06/18/22	1,303	0.84495%	1.53270%
2019-136	JP MORGAN CHASE & CO (JPM)	48128GM49	4,000,000.00	4,007,880.00	4,000,000.00	11/19/19	11/27/24	1,835	2.29548%	2.30000%
2020-153	JP MORGAN CHASE & CO (JPM)	48128GV98	2,000,000.00	1,937,780.00	2,000,000.00	08/28/20	08/28/25	1,826	0.77408%	0.75000%
20225	JP MORGAN CHASE & CO (JPM)	48128GY53	2,000,000.00	1,966,660.00	2,000,000.00	12/22/20	12/22/25	1,826	0.83899%	0.82500%
2020-093	ORACLE CORP (ORCL)	68389XBT1	2,114,988.58	2,113,620.00	2,000,000.00	06/01/20	04/01/25	1,765	2.36561%	2.50000%
2019-123	SIMON PROP GP LP (SPG)	828807CR6	4,176,817.51	4,321,240.00	4,000,000.00	11/01/19	02/01/24	1,553	3.47123%	3.75000%
2020-079	TOYOTA MOTOR CREDIT CORP	89236TDK8	2,043,937.31	2,095,020.00	2,000,000.00	05/01/20	10/18/23	1,265	2.14795%	2.25000%

**SUTTER COUNTY**  
**INVESTMENT PORTFOLIO**  
**April 30, 2021**



TREASURY						DATE	DATE	TOTAL DAYS	CURRENT	
NUMBER	INSTITUTION/BRANCH	CUSIP	BOOK VALUE	MARKET VALUE	PAR VALUE	INVESTED	MATURES	INVESTED	YIELD	RATE
2017-086	TOYOTA MOTOR CREDIT CORP	89236TEA9	2,000,000.00	1,989,480.00	2,000,000.00	08/03/17	06/26/22	1,788	0.50365%	0.46788%
2019-122	UNITED PARCEL SERVICE (UPS)	911312BT2	4,016,676.10	4,209,080.00	4,000,000.00	11/01/19	09/01/24	1,766	2.09072%	2.20000%
2016-078	WELLS FARGO & COMPANY (WFC)	94986RN31	2,000,000.00	2,001,320.00	2,000,000.00	06/07/16	06/07/21	1,826	1.22457%	1.99888%
2017-071	WELLS FARGO & COMPANY (WFC)	95000N2L2	2,000,000.00	1,993,260.00	2,000,000.00	06/27/17	06/27/22	1,826	0.95422%	0.93325%
2020-074	WELLS FARGO & COMPANY (WFC)	95001D6U9	1,000,000.00	1,005,290.00	1,000,000.00	04/30/20	04/30/23	1,095	2.13869%	2.15000%
2020-075	WELLS FARGO & COMPANY (WFC)	95001D6W5	2,000,000.00	2,010,100.00	2,000,000.00	04/30/20	04/30/25	1,826	2.48744%	2.50000%
TOTAL MEDIUM TERM NOTES			83,660,312.81	83,864,506.50	82,431,000.00					
						AVERAGE		1,568	1.06344%	1.10296%
TOTAL POOL INVESTMENTS			286,692,046.95	286,020,395.93	285,462,819.43					

Transactions  
For the Month ended

April 30, 2021

Treasury Number	CUSIP CONF#	Settlement Date	Broker	Asset	Rate / COUPON	Purchase at Cost	Sale / Call	Maturities	Coupon Received
<b>MANAGED FUNDS</b>									
21030	1630334	4/1/2021	LAIF	LAIF	0.4100%		4,000,000.00		
21031	1630417	4/1/2021	LAIF	LAIF	0.4100%		2,000,000.00		
21032	STMT	4/1/2021	CAMP	CAMP	0.0800%	170.93			170.93
21033	1630478	4/1/2021	LAIF	LAIF	0.4100%	2,000,000.00			
21034	1630672	4/7/2021	LAIF	LAIF	0.4100%	8,000,000.00			
21035	1630865	4/12/2021	LAIF	LAIF	0.4100%	4,000,000.00			
21036	1631033	4/14/2021	LAIF	LAIF	0.4100%	4,000,000.00			
21037	1633478	4/15/2021	LAIF	LAIF	0.4100%	8,000,000.00			
21038	STMT	4/15/2021	LAIF	LAIF	0.4400%	48,173.62			48,173.62
21039	STMT	4/15/2021	LAIF	LAIF CEM	0.4400%	3,318.40			3,318.40
21041	1633760	4/20/2021	LAIF	LAIF	0.4100%	2,000,000.00			
21042	1634414	4/30/2021	LAIF	LAIF	0.3400%		6,000,000.00		
						28,051,662.95	12,000,000.00		51,662.95

**PURCHASES/SALES/CALLS/MATURITIES**

2020-047	3133ELVA9	4/1/2021	CALL	FEDERAL FARM CR BKS CON	1.2000%		2,000,000.00		12,000.00
21040	3130AM5V	4/30/2021	PURCHASE	FEDERAL HOME LOAN BANK	1.1000%	4,000,000.00			
2018-068	89236TEX9	4/26/2021	MATURITY	TOYOTA MTR CR CORP (MTN)	0.4153%		1,000,000.00		1,038.13
						4,000,000.00	3,000,000.00	0.00	13,038.13

**COUPONS**

2020-093	68389XBT1	4/1/2021		ORACLE CORP	2.5000%				25,000.00
2020-079	89236TDK3	4/19/2021		TOYOTA MTR CR CORP (MTN)	2.2500%				22,500.00
2019-022	17325FAR9	4/23/2021		CITIBANK NA	0.7878%				3,851.22
2020-179	3134GW4Z6	4/27/2021		FEDERAL HOME LN MTG CO	0.5400%				10,800.00
20190	3136G46N8	4/29/2021		FANNIE MAE (FNMA)	0.6000%				12,000.00
2020-074	95001D6U9	4/30/2021		WELLS FARGO & CO	2.1500%				10,750.00
2020-075	95001D6W5	4/30/2021		WELLS FARGO & CO	2.5000%				25,000.00
Total coupons from bonds									109,901.22
Total coupons received this period									174,602.30

Total portfolio activity	32,051,662.95	15,000,000.00	0.00
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**Reconciliation**

Total Change due to activity	17,051,662.95
Net accretion and amortization of premiums and discounts	
Portfolio balance March 31, 2021	269,640,384.00
Total Pool Portfolio April 30, 2021	286,692,046.95

Agenda Item No. 8.0

BOARD AGENDA ITEM: Approval of Lease with Toltec Investment and Development Company

BOARD MEETING DATE: July 14, 2021

AGENDA ITEM SUBMITTED FOR:

- ☒ Action  
☐ Reports/Presentation  
☐ Information  
☐ Public Hearing  
☐ Other (specify)

PREPARED BY:

Ron Sherrod

SUBMITTED BY:

Ron Sherrod

PRESENTING TO BOARD:

Ron Sherrod

BACKGROUND AND SUMMARY INFORMATION:

Approval of the lease with Toltec Investment and Development Company to house Adult Education Programs located at:

939 Live Oak Blvd., Suite A  
Yuba City, CA 95991





**COMMERCIAL LEASE AGREEMENT**  
(C.A.R. Form CL, Revised 12/15)

Date (For reference only): July 1, 2021

Toltec Investment and Development Company  
Sutter County Superintendent of Schools

("Landlord") and  
("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 939 Live Oak Blvd, Yuba City, CA 95991, Suite A (Approx. 7600 sq ft, front of building) ("Premises"), which comprise approximately 64.000 % of the total square footage of rentable space in the entire property. See exhibit n/a for a further description of the Premises.

2. **TERM:** The term begins on (date) August 10, 2021 ("Commencement Date"),  
(Check A or B):

☒ A. **Lease:** and shall terminate on (date) August 31, 2023 at 5:00 ☐ AM ☒ PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

☐ B. **Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

☒ C. **RENEWAL OR EXTENSION TERMS:** See attached addendum A

3. **BASE RENT:**

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

☐ (1) \$ \_\_\_\_\_ per month, for the term of the agreement.  
☐ (2) \$ \_\_\_\_\_ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for \_\_\_\_\_ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

☐ (3) \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and  
\$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and  
\$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_.

☐ (4) In accordance with the attached rent schedule.

☒ (5) Other: 10,000 per month with 3% per year increases

B. Base Rent is payable in advance on the 1st (or ☐ ) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) Toltec Investment and Development Company at (address) 867 Murray Ct, Yuba City, CA 95991, or at any other location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on August 1, 2021

If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is ☐ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**

A. Tenant agrees to pay Landlord \$10,000.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials ( ) ( )

Tenant's Initials ( ) ( )



**7. PAYMENTS:**

		<u>TOTAL DUE</u>	<u>PAYMENT RECEIVED</u>	<u>BALANCE DUE</u>	<u>DUE DATE</u>
A. Rent: From <u>08/10/2021</u> To <u>08/31/2021</u>	Date Date	\$ <u>6,774.00</u>	\$ _____	\$ <u>6,774.00</u>	<u>08/01/2021</u>
B. Security Deposit	.....	\$ <u>10,000.00</u>	\$ _____	\$ <u>10,000.00</u>	<u>07/01/2021</u>
C. Other: _____	Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____	Category	\$ _____	\$ _____	\$ _____	_____
E. Total: .....		\$ <u>16,774.00</u>	\$ _____	\$ <u>16,774.00</u>	

8. **PARKING:** Tenant is entitled to 30 unreserved and 0 reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows: N/A  
The right to additional storage space ☐ is ☒ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 calendar days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, **\$250.00** as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: n/a  
Items listed as exceptions shall be dealt with in the following manner: n/a

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant. \_\_\_\_\_

**14. PROPERTY OPERATING EXPENSES:**

- A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. \_\_\_\_\_

OR B. ☐ (If checked) Paragraph 14 does not apply.

15. **USE:** The Premises are for the sole use as Nonprofit Adult Training Center with Administrative Offices  
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

**17. MAINTENANCE:**

- A. Tenant OR ☐ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.  
B. Landlord OR ☒ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and Tenant will maintain common areas. Landlord to maintain, roof, foundation and exterior walls

Landlord's Initials ( ) ( )

Tenant's Initials ( ) ( )

CL REVISED 12/15 (PAGE 2 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 2 OF 6)





18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐ with 30 day notice ) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or ☐ ) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than **\$2 million** and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least **\$3 million**, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials ( ) ( )

Tenant's Initials ( ) ( )

- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises ☐ has, or ☒ has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises ☐ has, or ☒ has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.
- 35. DISPUTE RESOLUTION:**
- A. MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.
- "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**
- "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Landlord's Initials _____	/	Tenant's Initials _____	/	_____
---------------------------	---	-------------------------	---	-------

Landlord's Initials ( ) ( )

Tenant's Initials ( ) ( )





Premises: 939 Live Oak Blvd, Yuba City, CA 95991, Suite A (Approx. 7600 sq ft, front of building)

Date July 1, 2021

36. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: Toltec Investment and Development Company  
867 Murray Ct, Yuba City, CA 95991

Tenant: Sutter County Superintendent of Schools  
970 Klamath Lane, Yuba City, CA 95993

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

39. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** Addendum: A: Tenant may renew lease with same terms by requesting such renewal in writing by April 1, 2023. If lease is not renewed it will automatically become month-to-month agreement. If lease becomes a month-to-month agreement, tenant agrees to provide 60 day notice to landlord if they intend to vacate the facility.

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☐ Option Agreement (C.A.R. Form OA)

41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.

44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

Listing Agent: n/a (Print Firm Name) is the agent of (check one):

☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Selling Agent: n/a (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):

☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials ( ) ( )

Tenant's Initials ( ) ( )

CL REVISED 12/15 (PAGE 5 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)

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939 Live Oak Blvd



**Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.**

Tenant \_\_\_\_\_ Date \_\_\_\_\_

**Sutter County Superintendent of Schools**

(Print name)

Address **970 Klamath Lane** City **Yuba City** State **CA** Zip **95993**

Tenant \_\_\_\_\_ Date \_\_\_\_\_

(Print name)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_

Guarantor \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**Landlord agrees to rent the Premises on the above terms and conditions.**

Landlord \_\_\_\_\_ Date \_\_\_\_\_

(owner or agent with authority to enter into this agreement) **Toltec Investment and Development Company**

Address **867 Murray Ct** City **Yuba City** State **CA** Zip **95991-6121**

Landlord \_\_\_\_\_ Date \_\_\_\_\_

(owner or agent with authority to enter into this agreement)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) **n/a** DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Listing Firm) **n/a** DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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**COMMERCIAL LEASE AGREEMENT (CL PAGE 6 OF 6)**





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

# COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (C.A.R. Form CLCA, 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated \_\_\_\_\_  
in which **Toltec Investment and Development Company** is referred to as "Landlord"  
and **Sutter County Superintendent of Schools** is referred to as "Tenant".  
Paragraph 34 of the lease is deleted in its entirety and replaced by the following:

## Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:

- A. Landlord states that the Premises ☐ have, or ☒ have not been inspected by a Certified Access Specialist (CASp).
- B. If the Premises have been inspected by a CASp,
- (1) Landlord states that the Premises ☐ have, or ☒ have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.
  - (2) ☐ (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.
- OR ☐ (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.
- OR ☐ (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.
- C. If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection,  
"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
- D. Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards to the Premises are the responsibility of Tenant, ☒ Landlord, ☐ Other \_\_\_\_\_.

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Tenant (Print name) **Sutter County Superintendent of Schools**

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Tenant (Print name) \_\_\_\_\_

Landlord (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Landlord (Print name) **Toltec Investment and Development Company**

Landlord (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Landlord (Print name) \_\_\_\_\_

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Reviewed by \_\_\_\_\_



CLCA REVISED 11/16 (PAGE 1 OF 1)

## COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (CLCA PAGE 1 OF 1)

Coldwell Banker Commercial, 890 Richland Road Yuba City, CA 95991  
Dan Flores

Phone: 530.673.6614 Fax: 000.000.0000  
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

939 Live Oak Blvd

BOARD AGENDA ITEM:

Memorandum of Understanding between the Sutter County Superintendent of Schools and AeroSTEM Academy

BOARD MEETING DATE: July 14, 2021

AGENDA ITEM SUBMITTED FOR:

☒ Action

☐ Reports/Presentation

☐ Information

☐ Public Hearing

☐ Other (specify)

PREPARED BY:

Joe Hendrix and Ron Sherrod

SUBMITTED BY:

Joe Hendrix and Ron Sherrod

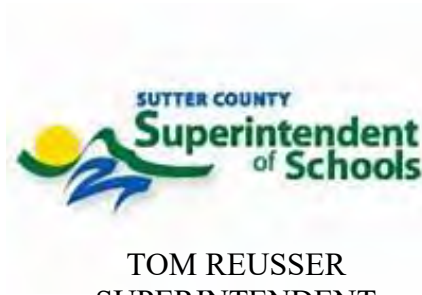
PRESENTING TO BOARD:

Joe Hendrix

BACKGROUND AND SUMMARY INFORMATION:

A Memorandum of Understanding (MOU) is required after the Board approval of the AeroSTEM Academy charter for a five-year period of time from July 1, 2021 through June 30, 2025.

This MOU is being presented to the Board for approval.



TOM REUSSER  
SUPERINTENDENT  
970 KLAMATH LANE  
YUBA CITY, CA 95993  
[www.sutter.k12.ca.us](http://www.sutter.k12.ca.us)

## **Charter School Memorandum of Understanding**

Between Sutter County Board of Education,

Sutter County Superintendent of Schools/Office of Education,

And

AeroSTEM Academy

July 1, 2021



## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into this 14<sup>th</sup> day of July, 2021 by, between and among the Sutter County Board of Education (hereinafter "County Board") Sutter County Superintendent of Schools/Office of Education (hereinafter "SCSOS"), and AeroSTEM Academy, Inc. ("Non-Profit"), a California non-profit public benefit corporation operating AeroSTEM Academy charter school ("Charter School"). Non-Profit and Charter School are hereinafter collectively referred to as "the Charter School". Hereinafter, the County Board, the SCSOS, and the Charter School shall be collectively referred to as "the Parties."

### **1. Purpose of Memorandum of Understanding**

- 1.1. The State of California enacted the Charter Schools Act of 1992 (hereinafter "The Act") authorizing the formation of charter schools with the intent that the schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, performance-based accountability, and expanded choice for parents within the public school system. The Act authorizes the County Board to grant charter petitions under specified circumstances.
- 1.2. The Sutter County Superintendent of Schools operates a county office of education existing under the laws of the State of California.
- 1.3. The County Board has approved a charter petition (hereinafter "the Charter") for the operation of AeroSTEM Academy.
- 1.4. All Parties agree that no single party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992 that may change from time to time during the term of this MOU.
- 1.5. The fundamental interest of the SCSOS is, on a continuing basis, to be reasonably assured that the Charter School is: 1) implementing the provisions of the Charter as approved; 2) obeying all requirements of federal, state, and local law that apply to the Charter School; 3) operating prudently and soundly in all respects; and 4) providing a sound education for the Charter School's students.
- 1.6. The Parties recognize that there are many matters related to the operation of the Charter School and the effective oversight of the Charter School, which go beyond the provisions included in the Charter or need further clarification. SCSOS also acknowledges that the operation of the Charter School is to be solely carried out by the Charter School. This MOU is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of SCSOS. Further, this MOU is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.



## 2. Term of the Memorandum of Understanding

This Memorandum of Understanding (MOU), provided it is fully executed by all parties, shall cover the term of the Charter, which is five-(5) years commencing on July 1, 2021, and ending on June 30, 2026 ("Term"). This MOU will automatically expire upon the expiration or revocation of the Charter, whichever occurs first.

- 2.1. The MOU is subject to early termination only as set forth in this MOU or as otherwise permitted by law. Renewal of the Charter and this MOU shall be based, in part, on compliance with the terms set forth in this Agreement, SCSOS policy, and applicable law.
- 2.2. This MOU between and among the County Board, SCSOS, and the Charter School shall include Schedules A and B.
- 2.3. Any modification of this MOU must be made in accordance with Section 24: Amendment and Waiver

## 3. Operation of Charter School

- 3.1. Charter School is a public charter school that shall be operated pursuant to the Charter, applicable law, and the terms of this MOU.
- 3.2. Charter School is authorized to operate with grades 5 through 12.

The Parties acknowledge that the provisions of the Charter and this MOU are not intended to conflict. However, in the event of a conflict between the law and terms of this MOU, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. To the extent that this MOU is inconsistent with any of the terms of the Charter, the terms of this MOU shall supersede the terms of the Charter, unless otherwise agreed in writing by the Parties. The Parties further agree to jointly make any modification to this MOU or the Charter needed to effectuate changes in state or federal laws following the execution of this MOU.

## 4. Governance and Management

- 4.1. The Charter School will operate consistent with applicable laws, including California Education Code §47604(a). The Charter School acknowledges, as is stated in its Charter, that it is a separate legal entity and neither the County Board nor the SCSOS are liable for the debts and obligations of the Charter School as per California Education Code §47604(d). Furthermore, the Charter School bears full responsibility for contributions to the State Teachers' Retirement System and the Public Employees' Retirement System on behalf of employees of the Charter School, including liability for the same. The County has no liability for such contributions and will unilaterally reduce the Charter School funds for outstanding balances as identified by official sources.
- 4.2. The Parties further recognize that consistent with the Charter, the Charter School has

obtained and maintains status as a nonprofit, public benefit corporation as provided in California Education Code § 47604.

- 4.3. The County Board reserves the right to appoint a representative to the Charter School Board of Directors in accordance with California Education Code §47604 (c).
- 4.4. The Charter School agrees to comply at all times with laws which generally apply to public agencies and to comply with applicable federal or state laws (which may be amended from time to time), including but not limited to the following:
- California Education Code section 47604.1
  - The Ralph M. Brown Act (“Brown Act”) (Cal. Gov. Code, §§ 54950 et seq.);
  - The California Public Records Act (Cal. Gov. Code, §§ 6250 et seq.);
  - State conflict of interest laws applicable to charter schools operated by nonprofit corporations, including but not limited to the Political Reform Act/Fair Political Practices Act (Gov. Code, §§87100 et seq.);
  - The Child Abuse and Neglect Reporting Act (Cal. Penal Code, §§ 11164 et seq.);
  - The Individuals with Disabilities Education Rights Act (“IDEA”) (20 U.S.C. §§ 1400 et seq.);
  - The Americans with Disabilities Acts (42 U.S.C. §§ 12101 et seq.);
  - The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
  - The California Fair Employment and Housing Act (“FEHA”) (Cal. Gov. Code, §§12900 et seq.);
  - The Age Discrimination in Employment Act (“ADEA”) (29 U.S.C. §§ 621 et seq.);
  - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 et seq.);
  - Education Code Sections 220 (prohibiting discrimination) et seq.;
  - The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, §§ 4600 et seq.);
  - The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. §§ 1232g et seq.);
  - Local Control Funding Formula (California Assembly Bill 97, as codified); and
  - All applicable state and federal laws and regulations concerning the improvement of student achievement, including but not limited to any applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C. §§ 6301 et seq.) as amended by the No Child Left Behind Act of 2001(“NCLB”) (20 U.S.C. §§6301 et seq.)

- 4.5. The Charter School agrees that all of its records that relate in any way to the operation of the Charter School, including those submitted to SCSOS, shall be treated as public records subject to the requirements of the Public Records Act, as well as California Education Code §47604.3.

## 5. Required Documentation

- 5.1. The Charter School shall provide SCSOS with the documents deemed by SCSOS to be reasonable or necessary, including those listed and described in Schedule A, attached and incorporated herein by reference, by the dates specified therein.
- 5.2. The Charter School shall provide up-to-date versions of all Schedule A documents by August 1<sup>st</sup> of each year of the Term, or as otherwise specified in Schedule A.
- 5.3. In the event of a change in the documents specified here and in Schedule A, an updated version shall be sent within ten (10) business days of the date the change is approved by the Charter School Board of Directors:

Articles of Incorporation

Bylaws

Conflict of Interest Policy

Roster of the Charter School Board of Directors

Schedule of Board of Directors meetings

Name and contact information for Charter School leader (principal, director, or head of school, etc.)

Name and contact information for Charter School primary financial contact (CFO, COO, accountant, or back-office financial services provider, etc.)

- 5.4. The Charter School shall promptly respond to all reasonable inquiries by the SCSOS, County Board, the Superintendent of Public Instruction, their respective designees and any other authorized agency, including but not limited to financial inquiries to the Charter School, and shall consult with the County Superintendent or his/her designee regarding any inquiries as per California Education Code §§ 47604.3 and 47604.4.

## 6. Public Information: Website Posting

- 6.1. The Charter School shall post on the Charter School's website the documents listed and described in Schedule B, attached and incorporated herein by reference, by the dates specified therein.

- 6.2. The Charter School will promptly update the postings whenever the information changes, in no event later than ten (10) business days after the change.

## 7. Governing Board Activities

- 7.1. The Board of Directors of the Charter School shall conduct public meetings at such intervals necessary to ensure that the board is providing sufficient direction to the Charter School, including through implementation of effective policies and procedures. Board meetings of the Charter School will be conducted in keeping with the requirements of the Brown Act.
- 7.2. The Charter School will ensure that all members of the Board of Directors of the Charter School, the Charter School leader, the Charter School primary financial contact, and any other Charter School staff deemed appropriate by the Charter School, have participated in training on the requirements of the Brown Act, the Political Reform Act / Fair Political Practices Act, and other conflict of interest rules applicable to charter schools. Verification of such training shall be provided as specified in Schedule A.
  - 7.2.1. All agendas shall be provided to the SCSOS electronically in advance of the board meeting when posted, and such posting shall be in conspicuous physical location/s, including all school sites and the Charter School offices, and on Charter School's website, in accordance with the Brown Act and Education Code section 47604.1.
  - 7.2.2. Approved minutes of each Board of Directors shall be provided to the SCSOS within two (2) business days of approval, as specified in Schedule A. Approved minutes shall be posted as specified in Schedule B.
  - 7.2.3. The Charter School board meeting agendas and minutes shall be maintained for public inspection at the designated office of the Charter School during normal business hours and shall be made available promptly upon request in hard copy at all locations of the Charter School.
  - 7.2.4. If the Charter School makes audio or video recordings of its meetings, the Charter School shall provide SCSOS with copies of such recordings within two (2) days of the meeting, as specified in

## Schedule A.

### 8. Human Resources Management

- 8.1. The Charter School is deemed the exclusive employer of the employees of the Charter School for the purposes of the Educational Employee Relations Act (EERA) under Cal. Gov. Code §3540, et. seq. and will have sole responsibility for employment, management, dismissal, and discipline of its employees.
- 8.2. The Charter School shall distribute a copy of its employee handbook to each employee at the Charter School each year. At a minimum, the handbook shall include a statement that the Charter School is the exclusive employer of employees and has sole responsibility for employment, management, dismissal, and discipline of its employees. It shall also include specific expectations for employee performance and behavior, any due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to SCSOS and posted on the Charter School's website, as provided in Schedules A and B.
- 8.3. At all times during the Term of the Charter, the Charter School employees at the Charter School, volunteers who will be performing services with the Charter School students while not under the direct supervision of a certificated teacher, and all vendors having unsupervised contact with the Charter School students will submit to background checks and fingerprinting in accordance with California Education Code §45125.1. The Charter School will provide certification to SCSOS that all employees and volunteers/vendors (as applicable) have cleared a criminal records check through the Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI") prior to their having any unsupervised contact with students.
- 8.4. The Charter School shall maintain on file, and have available for inspection during site visits, evidence that it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.
- 8.5. As specified in Schedule A, the Charter School shall provide the SCSOS with proof that all of the Charter School's teachers hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which teachers in other public schools are required to hold, consistent

with the EERA Act. The Charter School will have documentation on file (for inspection upon request) of its teachers' credentials.

## 9. Required Disclosures

- 9.1. The Charter School shall immediately notify SCSOS of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action against the Charter School or any employee, agent or volunteer that may involve or affect the Charter School. In addition, the Charter School shall immediately notify SCSOS of any request for information by any governmental agency about the Charter School.
- 9.2. SCSOS shall immediately notify the Charter School of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against SCSOS, the County Board, or the Charter School that may involve or affect the Charter School. In addition, the SCSOS shall immediately notify the Charter School of any request for information by any governmental entity about the Charter School.
- 9.3. If the Charter School seeks any loans or advance receipt of funds for the Charter School, it shall establish a fiscal plan for repayment in advance of receipt of such loans. The Charter School shall provide advance written notice to the County Board and the SCSOS specifying its intent to apply for a loan for the Charter School. Advance notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, the Charter School shall, at the time of deposit of any sums which are loans to the Charter School for the Charter School, provide SCSOS with the loan documents, minutes of the Charter School Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule.

## 10. Insurance and Risk Management

- 10.1 The Charter School shall procure from an insurance carrier licensed to do business in the State of California or a qualified joint power authority ("JPA") registered with the California Department of Industrial Relations, and keep in full force during the term of the Charter, at least the following insurance coverage for the Charter School:
  - 10.1.1. Property Insurance – against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring all of Non-Profit's trade fixtures, furnishings, equipment and other personal property. The

property policy shall include “extra expense” coverage and shall be in an amount not less than 100% of the replacement value.

10.1.2. Commercial General Liability – The Charter School shall maintain insurance levels deemed appropriate by SCSOS in consultation with the Charter School. Charter School renewal is August 1, 2021. The Charter School is currently having insurance needs evaluated and pursuing coverage based on renewal petition factors. In no case shall coverage be less than the current level of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) in total general liability insurance for bodily injury (including death), property damage and personal and advertising injury arising out of or connected to the Charter School premises and operations. The Charter School shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices liability of the Charter School, its governing board, officers, agents, or employees of the Charter School with limits of not less than the amount stated above. The amount of total general liability insurance required shall increase to an amount not less than ten million dollars (\$10,000,000) per occurrence and twenty million dollars (\$20,000,000) in total general liability when the Charter School’s ADA (as reported at P-Annual) exceeds 1,000. The deductible per occurrence for said insurance coverage stated herein shall not exceed twenty thousand dollars (\$20,000).

10.1.3. Workers’ Compensation – The Charter School shall maintain coverage deemed appropriate by SCSOS in consultation with the Charter School. Charter School renewal is August 1, 2021. The Charter School is currently having insurance needs evaluated and pursuing coverage based on renewal petition factors. In no case shall coverage be less than the current level of one million (\$1,000,000) per accident or disease.

10.1.4. Automobile Insurance – The Charter School shall maintain coverage deemed appropriate by SCSOS in consultation with the Charter School. Charter School renewal is August 1, 2021. The Charter School is currently having insurance needs evaluated and pursuing coverage based on renewal petition factors. In no case shall coverage be less than the current level of one million (\$1,000,000) per accident for all owned (if

applicable), non-owned, borrowed, leased or hired automobiles.

- 10.2. In addition, the Charter School shall maintain a risk management plan, including policies and practices to address reasonably foreseeable occurrences, and will provide SCSOS with such plan and with annual certification that such policies and practices have been instituted at the Charter School, as specified in Schedule A.
- 10.3. All liability insurance policies required under this section shall be endorsed to name the County Board, and SCSOS and its employees and agents as additional insureds and that such insurance policy(ies) shall be primary and any insurance or self-insurance maintained by SCSOS, the County Board and/or its employees shall not be required to contribute with it.
- 10.4. The Charter School shall provide evidence of all applicable insurance coverage, with additional insured endorsements, to SCSOS (as specified in Schedule A) and will instruct the insurance carrier(s) to inform the SCSOS immediately if the coverage is reduced or becomes inoperative for any reason. The SCSOS may request to see evidence of insurance coverage during site visits.

## 11. Hold Harmless

- 11.1. The Charter School shall hold harmless, defend, and indemnify the County Board, SCSOS, its officers, agents and employees, from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of the Charter School, its officers, employees or agents. In cases of such liabilities, claims, or demands, the Charter School, at its own expense and risk, shall defend with legal counsel satisfactory to SCSOS all legal proceedings which may be brought against the County Superintendent, the County Board, SCSOS and its officers and employees (who will cooperate fully with the Charter School's attorneys and insurance carriers), and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against the County Superintendent, the County Board, SCSOS or their officers and employees arising out of the gross negligence



or intentional acts, errors, or omissions of the County Superintendent, the County Board, SCSOS or their directors, employees, officers and agents.

## 12. Facilities

12.1. It is understood and agreed that the County Board and/or the SCSOS have no obligation to provide facilities to the Charter School. If the Charter School seeks facilities for the Charter School from a district which it intends to locate under Proposition 39 (Cal. Ed. Code §47614), it shall follow applicable statute and regulations regarding submission of such a request to a district. As provided in Schedule A, the Charter School shall provide a copy of each Proposition 39 request for the Charter School to SCSOS at the time of submitting its request to any school district, along with any documentation of subsequent documentation in the process as described in implementing regulations at 5 CCR §§11969.1 et seq., whether produced by the Charter School or the district.

12.2. The Charter School shall ensure that its facility is located in an area that is properly zoned for operation of a school and that has received a conditional use permit, and that has been cleared for student occupancy by all appropriate local authorities. All facilities must meet all applicable health and fire code requirements and zoning laws. The Charter School will furnish the SCSOS, as provided in Schedule A, with all local approvals (Cal. Ed. Code §47610(d)) including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. The Charter School cannot exempt itself from applicable local zoning or building code ordinances.

12.3. SCSOS may conduct a site review to determine that the facilities are clean, safe, Americans with Disabilities Act (ADA) compliant, and have the necessary local approvals to operate.

12.4. In the event that the Charter School seeks to purchase, sell, lease facilities, or make a facilities change such as open an additional school site or move to a new location, the Charter School will submit a request for a material revision of its Charter to the County Board for approval, pursuant to Section 16 of this MOU. Approval must be obtained before any additional sites can begin operation.

### 13. Special Education/Section 504

The following provisions govern the provision of special education services to Charter School students.

- 13.1. It is understood that all children will have access to the Charter School and no student shall be denied admission due to disability or lack of available services.
- 13.2. The Charter School shall participate as a local educational agency in the Sutter County Special Education Local Plan Area (“SELPA”) and thus shall be deemed a LEA for purposes of compliance with federal law, the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”) (20 U.S.C. Section 1400 et seq.) and for eligibility for federal and state special education funds pursuant to Education Code Section 47641(a).
- 13.3. The Charter School shall comply with all Sutter County SELPA policies and requirements.
- 13.4. IDEA: The Charter School will ensure that no student is denied enrollment on the basis of special education status or disability. The Charter School is solely and independently responsible for compliance with the IDEA and state special education laws, in regard to the determination, provision and financing of special education placement and services for all students seeking to and/or enrolled at the Charter School. The Charter School shall follow the plan for “Plan for Special Education,” as outlined in the Charter, albeit as its own LEA.
- 13.5. All special education funding due to the Charter School shall be apportioned through the allocation plan of the Sutter County SELPA, and shall not be forwarded to the County. The Charter School shall not be required to pay a contribution to the County for County-wide special education funding.
- 13.6. Section 504: The Charter School shall comply with Section 504 of the Rehabilitation Act of 1973 (“Section 504”), the Americans with Disabilities Act (“ADA”), and all Office for Civil Rights mandates for students enrolled in the Charter School. The Charter School understands that it is solely responsible for its compliance with Section 504 and the ADA, and that this is not a special education service for which special education funds may be used, even though students at the Charter School may be eligible for such services under Section 504. The Charter School recognizes its legal responsibility to

ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. The Charter School understands and agrees that any student who has a physical or mental impairment which substantially limits a major life activity is eligible under Section 504 and may require that accommodation be provided by the Charter School to ensure equal access to its programs and activities. The Charter School shall adopt legally compliant Section 504 policies, procedures and forms.

- 13.7. The Charter School agrees to fully and promptly comply with any reasonable requests for information made by the SCSOS with regard to special education services and individual students at the Charter School. The SCSOS may establish regular meetings with the Charter School special education coordinator for purposes of reviewing special education and/or Section 504 compliance. The SCSOS may also take action to monitor the Charter School to ensure that special education and/or Section 504 services are being provided as required by law and applicable SELPA policy.
- 13.8. Charter School shall develop, maintain, and implement policies and procedures to ensure that eligible students with disabilities are properly identified, assessed by qualified assessors, and IEPs or 504 Plans for the students are properly established, implemented and complied with such that a Free and Appropriate Public Education (“FAPE”) in the Least Restrictive Environment (“LRE”) is provided in accordance with state and federal law. Such policies shall, as specified in Schedule A, be provided to SCSOS.

#### 14. Funding

- 14.1. The Charter School shall be direct funded in accordance with Cal. Ed. Code §§47630 et seq. Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula (“LCFF”) under Cal. Ed. Code §§42388 et seq. In addition to LCFF funding, the Charter School may continue to receive Block Grant Funding for eligible expenses from prior years consistent with state law. It shall be the responsibility of the Charter School to apply for funding beyond the basic statutory entitlements of the base grant due to the Charter School under LCFF.
- 14.2. The Parties specifically agree that it is not the responsibility of the SCSOS to provide funding in lieu of property taxes to the Charter School for the Charter School, and the Charter School shall not request such funding from SCSOS.

- 14.3. In the event that the County Board seeks and receives a voter approved bond, parcel tax, etc., the Charter School shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing. The Parties shall meet sufficiently in advance of any action by the SCSOS to pursue such measures so as to advise the Charter School and to determine the positions of the Parties. The Charter School agrees that it has no entitlement to funds currently being received, if any, by the County Board and/or the SCSOS under former parcel tax or bond elections.
- 14.4. The Charter School is to operate in a financially sound fashion. It is agreed that all loans sought by the Charter School shall be authorized in writing in advance by the Charter Board and shall be the sole responsibility of the Charter School. Notification of loans shall be provided pursuant to Section 9 of this MOU. In no event shall the County Board and/or the SCSOS have any obligation for repayment of such loans.
- 14.5. The SCSOS shall not advance any funds to the Charter School. In addition, the SCSOS shall not act as or provide a line of credit to the Charter School.
- 14.6. The Parties agree that neither the SCSOS nor the County Board shall act as fiscal agent for the Charter School. It is agreed that the Charter School shall be solely responsible for all fiscal services such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms. SCSOS shall process and transfer to the Charter School all payments received by the SCSOS in a timely fashion.
- 14.7. To the extent that the Charter School wishes to contract with the SCSOS for any services to the Charter School beyond those specified in this agreement, a separate written contract with the SCSOS shall be required and the costs of such services paid in full by the Charter School.
- 14.8. The Charter School will use all revenue received from state and federal sources only for educational services of the Charter School and for the benefit of the students enrolled and attending the Charter School. Sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

## 15. Oversight Monitoring

- 15.1. SCSOS reserves the right to make unannounced visits to the Charter School.
- 15.2. The Charter School shall provide SCSOS with documentation as requested for oversight purposes and will cooperate with oversight activities and requests.

- 15.3. The Charter School shall be charged an annual oversight fee by SCSOS for the cost of oversight, monitoring, and reporting concerning the Charter School in accordance with Cal. Ed. Code §47613, with such fees capped at 1% of the general purpose revenue received by the Charter School, as defined in Cal. Ed. Code §47632. The oversight fees shall be invoiced quarterly by SCSOS, with payment due and payable within 30 days of receipt. Oversight fees shall be used to offset consultant and administrative costs required for comprehensive oversight.

## 16. Material Revisions to Charter

- 16.1. Changes to the Charter deemed to be material revisions may not be made without prior approval from the County Board per Cal. Ed. Code §47607. Changes to the Charter considered to be material revisions include, but are not limited to, the following:
  - 16.1.1. Substantial changes to the educational program, mission, or vision of the Charter School, including the addition or deletion of a major program component that is a distinctive feature of the Charter School, such as STEM, language immersion, grade level grouping, arts integration, etc.
  - 16.1.2. Adding a classroom-based or non-classroom based program and/or facility not expressly authorized by the Charter.
  - 16.1.3. Addition or deletion of grades or grade levels to be served, for the program as a whole or in a given year, not expressly authorized by the Charter, or otherwise required by law.
  - 16.1.4. Changes to facilities, location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for annual student testing purposes shall be exempt from this provision.
  - 16.1.5. Changing the name of the Charter School.
  - 16.1.6. Entering into a contract to be managed or operated by any entity other than the Non-Profit (or any other corporation or entity), such as an Educational Management Organization or a Charter Management Organization other than the Charter School.
  - 16.1.7. Substantial changes to admission requirements and/or enrollment preferences identified in the Charter.

- 16.1.8. Substantial changes to the governance structure as described in the corporate bylaws, including but not limited to: changes in the authorized number of board members, method by which sitting board members are removed, method by which new board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and/or majority required for action.
- 16.2. Changes to the Charter not deemed to be material revisions may be made by the Charter School following notification to SCSOS. Such notice shall be provided, in writing, at least 5 business days in advance of the Charter School board meeting at which the revision is to be approved. Disagreement as to the materiality of the proposed revision/s shall be resolved consistent with the dispute resolution provisions of this MOU.
17. Charter Renewal: the Charter School may seek renewal of the Charter prior to expiration of the Term of the Charter in accordance with statutory provisions and the Charter School Renewal Policy of SCSOS at the time of renewal. SCSOS shall review the charter petition as indicated in the SCSOS Charter School Renewal Policy at the time of renewal. To the extent required, the charter renewal petition shall be revised in accordance with current statutes and regulations.
18. Charter Revocation
  - 18.1. The County Board shall have the right to revoke the Charter in accordance with Cal. Ed. Code §§47607, 47607.3 or other applicable statute or regulations. Prior to instituting revocation proceedings, the SCSOS may provide progressive notices that correction of a problem at the Charter School by the Charter School needs to occur with specified time lines. The minimum progression of notification of corrective action for concerns the County Board considers to involve violation(s) of Cal. Ed. Code §47607(c) is as specified in 5 CCR §11968.5.2. Additional notification may be provided, at the sole discretion of SCSOS.
  - 18.2. If the County Board determines, based on report/s of SCSOS, that there is a severe and imminent threat to the health or safety of students and/or staff of the Charter School, and makes such determination in writing, per Cal. Ed. Code §47607(f-h), it may take immediate action to assure the safety and well-being of the students, staff, and community, consistent with 5 CCR §11968.5.3. Such immediate action, as deemed appropriate by the County Board, in its reasonable discretion, may include but is not limited to revocation of its charter in accordance with Cal. Ed. Code §§47607.

- 18.3. During the period prior to revocation, the Charter School shall have the opportunity to work with the SCSOS or County Board to address the concerns and develop a plan to remediate all areas to the reasonable satisfaction of the County Board.

## 19. Charter School Closure

- 19.1. At all times it is operational during the Charter Term, the Charter School will maintain a description of the procedures to be used in the event the Charter School closes, and provide such procedures to SCSOS as specified in Schedule A and post them as specified in Schedule B. Procedures must be compliant with requirements contained in 5 CCR §11962, and consistent with the content of the Charter. The SCSOS, in its sole discretion, may modify or remove Schedules A and/or B at any time during the term of this Agreement. SCSOS will provide the Charter School with 30 days' notice of any such changes.
- 19.2. If the Charter School is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), the SCSOS on behalf of the County Board shall serve written notice on the Charter School that the closure procedures have been invoked. The Charter School will immediately identify to the SCSOS the specific individual who is responsible for coordinating the Charter School's close out activities. SCSOS will identify a staff person who will work with the Charter School to accomplish all close out activities.
- 19.3. The Charter School expressly acknowledges the right of the SCSOS, on behalf of the County Superintendent of Schools (pursuant to Cal. Ed. Code §47604.4), to gain full access and copies of all student and business records concerning the Charter School at any time after the County Board gives written notice that it is invoking the closure procedures.

## 20. Dispute Resolution

- 20.1. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of the Charter School with any other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the County Board pursuant to applicable provisions of the Education Code.

## 21. Severability

- 21.1. If any provision or any part of this MOU is for any reason held to be invalid and or unenforceable or contrary to public policy, or statute, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

## 22. Venue

- 22.1. The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Sutter County, California.

## 23. Non-Assignment

- 23.1. Neither party shall assign its right, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of the Charter School with any other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the County Board pursuant to applicable provisions of the Education Code.

## 24. Amendment and Waiver

- 24.1. Any waiver, amendment, modification, or cancellation of any provisions of this MOU must be in writing and executed by duly authorized representatives of all Parties specifically indicating the intent of the Parties to modify this MOU. No such amendment or waiver shall be effective absent approval or ratification by the County Board and the governing board of the Charter School.
- 24.2. Proposed revisions to the MOU may be submitted by any of the Parties at any time, through notice duly given in accordance with Section 26.
- 24.3. The failure of either Party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.

## 25. Captions and Section Headings

- 25.1. The captions and section headings used in the Charter and this MOU are inserted for convenience only and should not affect the meaning or interpretation of the terms of the Charter or this MOU.

## 26. Notification



- 26.1. All notices, requests, and other communications under this MOU shall be in writing and mailed or delivered by overnight courier to the proper addresses as follows:

To the County Board at:  
Attn: Board President  
Sutter County Board of Education  
970 Klamath Lane  
Yuba City, CA 95993

To the SCSOS at:  
Attn: Charter Schools Office  
Sutter County Superintendent of Schools  
970 Klamath Lane  
Yuba City, CA 95993

To the Charter School Public Schools at:  
Attn: School Director  
AeroSTEM Academy  
82 Second St.  
Yuba City, CA 95991

27. Entire Agreement; Counterparts

- 27.1. This MOU and attached schedules contain the entire agreement of the Parties with respect to the matters covered herein, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this MOU. This MOU may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other Parties of this MOU shall be deemed equivalent to original signatures on counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by duly authorized officers or representatives set forth below and to be effective as of the Effective Date.

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Date

President or Designee, AeroSTEM Academy Inc., and  
AeroSTEM Academy

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Date

---

President, Sutter County Board of Education

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Date

Sutter County Superintendent of Schools for  
Sutter County Office of Education

Approved and ratified this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ by the Sutter County Board of Education by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINS: \_\_\_\_\_

### Certification by the Board Secretary

# SUTTER COUNTY OFFICE OF EDUCATION

## SCHEDULE A

### Charter School Reporting and Monitoring

#### Activity

All information and documents listed below are to be provided to the SCSOC Charter Schools Office by the date shown. Annual updates are required by the dates noted. The Charter Schools Office is to be notified by the listed dates if there are no changes requiring an updated submission. Some information and documents (checked in the far right column) must be updated within ten (10) business days of the date any changes are approved. The SCSOS, in its sole discretion, may modify or remove Schedule A at any time during the term of this Agreement. SCSOS will provide the Charter School with 30 days' notice of any such changes.

Item	Description	Due Date	Annual Update (if changed; notify SCSOS if unchanged)	Update within 10 Business Days of any Change
<b>Basic Charter School Information</b>				
School contact information	<ul style="list-style-type: none"> <li>▪ Name, phone, email and fax for:                             <ul style="list-style-type: none"> <li>○ School leader</li> <li>○ Office/operations manager</li> <li>○ Personnel/HR lead</li> <li>○ Financial reporting lead</li> <li>○ Attendance lead</li> <li>○ Facilities lead</li> <li>○ Special education lead</li> </ul> </li> <li>▪ Emergency phone number for school leader.</li> <li>▪ Physical and mail address of school.</li> <li>▪ Office hours.</li> </ul>	Effective date of Charter	August 1st	√
Organizational chart	Structure of organization from governing board to classroom teacher, including Charter Management Organization, if applicable.	Effective date of Charter	August 1st	
<b>Governance</b>				
Board roster	Names and email addresses of all board members, with end date for current term of service, officers and committee assignments identified.	Effective date of Charter	August 1st	√
Board biographies	Brief summaries of the background and experience of board members	Effective date of Charter	August 1st	√
Board clearance	Elected board members are cleared through elections process	Effective date of Charter		√
Board election process	Consistent with charter and bylaws, brief description of method for nominating and electing board members	Effective date of Charter	August 1st	√
Board training	Verification of annual Brown Act and Fair Political Practices Act training for board and leadership	Effective date of Charter	August 1st	

Item	Description	Due Date	Annual Update (if changed; notify SCSOS if unchanged)	Update within 10 Business Days of any Change
Board meeting schedule	Dates, times and locations for all regular meetings of the board for the fiscal year; include all standing committees; identify annual organizational meeting at which board members and officers are elected	Effective date of Charter	August 1st	√
Meeting agendas	Board and standing committee meeting agendas	At time of required posting (Brown Act)		
Meeting minutes	Approved minutes of board and standing committee meetings	Within 2 business days of approval		
Articles of Incorporation	As submitted to the state	Effective date of Charter		√
Bylaws	Latest version approved by the governing board	Effective date of Charter	August 1st	√
501(c)(3) tax-exempt status	Letter from IRS confirming approval of tax exempt status	Effective date of Charter		√
<b>Board Policies</b>				
Conflict of Interest Policy	Conflict policy compliant with Charter and Fair Political Practices Act	Effective date of Charter	August 1st	√
Public Records Act Policy	Procedures to implement the California Public Records Act	Effective date of Charter	August 1st	
Special Education Policy	Including procedures compliant with IDEA and requirements of SELPA; consistent with Charter	Effective date of Charter	August 1st	
Rehabilitation Act §504 Policy	Procedures to ensure compliance with legal requirements; consistent with Charter	Effective date of Charter	August 1st	
English Learner Policy	Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter	Effective date of Charter	August 1st	
Complaint and/or Internal Dispute Resolution Policy	Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school	Effective date of Charter	August 1st	√
Fiscal Management/Control Policy	Internal fiscal control policies and procedures meeting GAAP, including procedures for receipt and disbursement of funds, reconciliation of accounts, contracting, budget preparation, and	Effective date of Charter	August 1st	

Item	Description	Due Date	Annual Update (if changed; notify SCSOS if unchanged)	Update within 10 Business Days of any Change
Health and Safety Policy/ies	protection of assets Covering student health and wellness practices (including immunizations, medications, screenings, student wellness, and food service) and safety procedures for each campus, including campus supervision, field trip supervision and screening of volunteers	Effective date of Charter	August 1 <sup>st</sup>	√
Student Grading/Promotion	Policies and procedures regarding student grading, placement of students by grade, promotion from one grade to the next, and retention in current grade; including samples of parent notifications	Effective date of Charter	August 1 <sup>st</sup>	
Student Free Speech Policy	Standards and procedures regarding student free expression, consistent with applicable state and federal law	Effective date of Charter	August 1 <sup>st</sup>	
Student Discipline Policy	Policies and procedures for student discipline, including behavior expectations, suspension/expulsion standards, and due process; including procedures for students with disabilities	Effective date of Charter	August 1 <sup>st</sup>	
Administration				
Proof of Insurance	Certificate of insurance in the amounts required by the MOU; SCSOS as additional insured	Effective date of Charter	August 1st	√
Risk Management Plan	Policies and practices to prevent and address reasonably foreseeable risks and incidents occurrences, plus certification that such policies and practices have been instituted	Effective date of Charter	August 1 <sup>st</sup>	
Disclosure of Claims / Litigation	Required disclosure of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action	Immediately	August 1 <sup>st</sup>	
Employee Handbook	Personnel policy/ies and/or documentation provided to all employees regarding terms of employment; including mandated child abuse reporting, non-discrimination, sexual harassment, and complaint procedures	Immediately		
Teacher credentials and highly qualified teacher requirements	SCSOS CSO spreadsheet containing specified information on all instructional personnel	1 month before the first day of school	August 15 <sup>th</sup>	√
Certification of screening	Certification that all (new) employees have been subject to criminal background check (FBI and DOJ) and tuberculosis screening	1 month before the first day of school	August 15 <sup>th</sup>	√

Item	Description	Due Date	Annual Update (if changed; notify SCSOS if unchanged)	Update within 10 Business Days of any Change
STRS/PERS Reporting	Contract with SCSOS for STRS and/or PERS reporting	Effective date of Charter	July 1 <sup>st</sup>	
<b>Student Admission and Enrollment</b>				
Admission, Enrollment and Exit Procedures	Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving applications and conducting lottery; also addressing process for exit (voluntary withdrawal) and notification of district of residence	Effective date of Charter	August 1 <sup>st</sup>	√
Application Form	Current downloadable or on-line form to apply for admission to the school	Effective date of Charter	October 1 <sup>st</sup> for enrollment for following academic year	
Required Documents	List of information and documents required to complete enrollment of admitted students	Effective date of Charter	January 1 <sup>st</sup> for enrollment for following academic year	
Notices to Parents/Guardians	Copies of all mandated notices to parents and guardians, including those required under NCLB and other applicable law (examples: Title I, Title III, special education, etc.)	1 month before the first day of school	August 15 <sup>th</sup>	
Student/Family Handbook	Material provided to students and families regarding school policies, procedures and expectations; including attendance, discipline, parent volunteers, electronics, dress codes, etc.	1 month before the first day of school	August 15 <sup>th</sup>	
Student Roster	List (SCSOS Excel format) of students admitted, enrolled and on wait list, including student name, CSIS number, DOB, grade enrolled, parent/guardian name/s, home address, phone, district of residence, prior school attended, enrollment status (i.e., admitted but documentation not complete, enrollment completed, wait list)		September 30 <sup>th</sup>	
<b>Facilities</b>				
Facilities Lease Agreement(s)	Lease, rental agreement, facilities use agreement or similar documentation of right to use school facilities	When signed, no later than 2		√

Item	Description	Due Date	Annual Update (if changed; notify SCSOS if unchanged)	Update within 10 Business Days of any Change
Building permits	Evidence of ability to occupy the facility for educational purposes and proposed uses, such as Certification of Occupancy, building permits, health department permit, evidence of appropriate zoning, fire marshal inspection, etc.	months before the first day of school When completed, no later than 1 month before the first day of school	August 1 <sup>st</sup>	
Updated Facility Inspection ( <i>if charter school renovates or adds classrooms at existing site; new site requires material revision of charter</i> )	School site passes, to satisfaction of SCSOS CSO staff, updated facility inspection based on CDE standards	1 week prior to opening		
<b>Educational Program</b>				
Academic calendar	Calendar of academic year showing holidays, recess periods, staff development days, etc.	Effective date of Charter	1 month before start of school	√
Daily bell schedule for site-based programs	Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days	Effective date of Charter	2 weeks before start of school	
State Assessments	Results from statewide assessments	Upon receipt by the charter school	Annually upon receipt	
SARC	State-mandated School Accountability Report Card		February 1st	
Annual Report of Activities ( <b>reporting on 2013-14 only; discontinued starting 2014-15</b> )	Annual report as required by MOU, using SCSOS CSO template	February 1, 2015		
LCAP ( <b>beginning 2015</b> )	Local Control and Accountability Plan, using state template	June 30, 2015	June 30 <sup>th</sup>	
Curriculum	Scope and sequence for all subjects taught in grades served; to be provided as grades are added	August 1 <sup>st</sup>	August 1 <sup>st</sup> (until all grades completed)	
A-G Approved Courses: High Schools Only	Verification of UC/CSU approval of A-G courses	August 1 <sup>st</sup>	August 1 <sup>st</sup>	

Item	Description	Due Date	Annual Update (if changed; notify SCSOS if unchanged)	Update within 10 Business Days of any Change
Accreditation: High Schools Only	Documentation of current status of WASC accreditation	Effective date of Charter	August 1 <sup>st</sup>	√
Independent Study Program Verification <i>(if applicable)</i>	Documentation verifying compliance with independent study requirements as required by MOU	Effective date of Charter	August 1 <sup>st</sup>	
<b>Attendance Reporting</b>				
20-Day Attendance	Attendance report for new grade or expansion from first 20 days of instruction		1 week before CDE deadline (October)	
First Principal Apportionment (P-1)	Attendance report for first attendance accounting period, in CDE format		1 week before CDE deadline (January)	
Second Principal Apportionment (P-2)	Attendance report for second attendance accounting period, in CDE format		1 week before CDE deadline (May)	
Annual Apportionment (P-Annual)	Attendance report for annual attendance accounting period, in CDE format		1 week before CDE deadline (July)	
Monthly enrollment/attendance	Electronic documentation of monthly enrollment/attendance	15 <sup>th</sup> of first month in which instruction occurs	15 <sup>th</sup> of each month	
Attendance Accounting Procedures	Description of or instructions for attendance accounting	Effective date of Charter	August 1 <sup>st</sup>	
<b>Financial Reporting</b>				
Preliminary Budget	Budget for new fiscal year; completed using SCSOS template, with additional information as requested (i.e., special education)		1 week before July 1 <sup>st</sup> deadline	
Unaudited Actuals Report for prior fiscal year	Report on prior year revenues and expenditures; completed using CDE template		1 week before September 15 <sup>th</sup> CDE deadline	
First Interim Report	Report on first period revenues and expenditures; completed using SCSOS template, with additional information as requested (i.e., special education)		1 week before December 15 <sup>th</sup> CDE	



Item	Description	Due Date	Annual Update (if changed; notify SCSOS if unchanged)	Update within 10 Business Days of any Change
			deadline	
Second Interim Report	Report on second period revenues and expenditures; completed using SCSOS template, with additional information as requested (i.e., special education)		1 week before March 15 <sup>th</sup> CDE	
<p><i>All financial reports will include back-up information, as specified in the SCSOS templates, and including, but not limited to:</i></p> <ul style="list-style-type: none"> <li>▪ <i>Electronic copy of Alternative Report &amp; Attachments</i></li> <li>▪ <i>MYP Worksheet (for current and 2 subsequent years)</i></li> <li>▪ <i>Assumptions/Narratives Worksheet (current and 2 subsequent years)</i></li> <li>▪ <i>Statement of Cash Flow</i></li> <li>▪ <i>Supplemental Financial Reports (Monthly Statement of Activities and Balance Sheet)</i></li> <li>▪ <i>LCAP Expenditures</i></li> <li>▪ <i>Special Education Staffing and Revenue and Expenditure Report</i></li> </ul>				
Independent Auditor Selection	Notification of independent auditor selected for annual audit		April 1 <sup>st</sup>	
Annual audit	Annual independent financial audit		December 15 <sup>th</sup> for prior fiscal year	
Oversight fees	Payment of invoice for oversight fees	Quarterly	Within 30 days of invoice	
<b>Closure Procedures</b>				
Procedures to be used in event of school closure	Plan for school closure, consistent with charter provisions	Effective date of Charter	August 1 <sup>st</sup>	
Identification of point of contact for closure activities	Name, phone, email, fax and postal address for primary contact in event of school closure	Effective date of Charter	August 1 <sup>st</sup>	
<b>Reports to Other Agencies</b>				
Reports to other state agencies	Copies of all reports or documents that the Charter School is required to submit to any public agency in California, including Annual Charter School Information Survey, PENSEC, claims for facilities reimbursement to CSFA, etc.	When submitted to the state or other public agency		

**SUTTER COUNTY OFFICE OF EDUCATION**  
**SCHEDULE B**  
**Electronic Posting of Charter School Documents**

All information and documents listed below are to be posted on the Charter School's website. As noted in the table, some information and documents must be updated within ten (10) business days of the date changes are approved. All information and documents must be up-to-date as of September 30th of each year. The SCSOS, in its sole discretion, may modify or remove Schedule B at any time during the term of this Agreement. SCSOS will provide the Charter School with 30 days' notice of any such changes.

Category	Title	Description	Update to be Posted within 10 Business Days of Change
<b>Basic Charter School Information</b>	School contact information	Name, phone, email and fax for school leader and office manager. Physical and mail address of school. Office hours.	√
	Organization chart	Structure of organization from governing board to classroom teacher, including Charter Management Organization, if applicable.	
<b>Governance</b>	Board roster	Names and email addresses of all board members, with terms of service, officers and committee assignments identified.	√
	Board biographies	Brief summaries of the background and experience of board members	√
	Board election process	Consistent with charter and bylaws, brief description of method for nominating and electing board members	
	Board meeting schedule	Dates, times and locations for all regular meetings of the board for the fiscal year; include all standing committees; identify annual organizational meeting at which board members and officers are elected	√
	Meeting agendas	Board and standing committee meeting agendas, at time of required posting (Brown Act)	
	Meeting minutes	Approved minutes of board and standing committee meetings	
	Charter	Copy of approved charter (without appendices)	Available Upon Request
	Articles of Incorporation	As submitted to the state	Available Upon Request
	Bylaws	Latest version approved by the governing board	Available Upon Request
	501(c)(3) tax-exempt	Letter from IRS confirming approval of tax exempt	Available Upon Request

Category	Title	Description	Update to be Posted within 10 Business Days of Change
	status	status	
<b>Board Approved Policies</b>	Conflict of Interest Policy	Conflict policy compliant with Charter and California Political Reform Act	
	Special Education Policy	Including procedures compliant with IDEA and requirements of SELPA; consistent with Charter	
	Rehabilitation Act §504 Policy	Procedures to ensure compliance with legal requirements; consistent with Charter	
	English Learner Policy	Procedures to ensure compliance with legal requirements, including identification, placement and reclassification; consistent with Charter	
	Complaint and/or Dispute Resolution Policy	Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school	√
<b>Administration</b>	Staff Roster	List of current teachers, aides, coaches and other student services personnel with current assignments	√
	Health and Safety Plan	School site plans addressing campus safety, disaster preparedness, student health and wellness; including information on immunizations, health screenings and school meal program	
	Student, Parent, and/or Family Handbook	Materials provided to student and families regarding school operations; must include information on suspension/expulsion policy	√
	Notices to Parents/Guardians	Copies of all mandated notices to parents and guardians, including those required under NCLB and other applicable law (examples: Title I, Title III, special education, etc.)	
	School Closure Procedure	Plan for school closure, consistent with charter provisions	Available Upon Request
	Memorandum of Understanding	Copy of current signed MOU with SCSOS and ACBE	Available Upon Request
	Audit	Independent audit available upon request	
<b>Student Admission and Enrollment</b>	Admission and Enrollment Procedures	Description of process for admission and enrollment of students, consistent with Charter, and including dates for receiving applications and conducting lottery	√
	Application Form	Current downloadable or on-line form to apply for admission to the school	√
	Required Documents	List of information and documents required to complete enrollment of admitted students	√

Category	Title	Description	Update to be Posted within 10 Business Days of Change
<b>Educational Program</b>	School Accountability Report Card	Most recent SARC	
	Annual Report of Activities	Most recent Annual Report of Activities (not required after February 2015)	
	Local Control and Accountability Plan	Most recent LCAP or annual update	
	Academic Calendar	Current calendar of holidays and school days for the fiscal year	√
	Daily/Weekly Class Schedule	Current schedule of class periods on daily and weekly basis, with arrival and dismissal times for regular and early release days	√
	Accreditation: High Schools Only	Documentation of current status of WASC accreditation	
	A-G Approved Courses: High Schools Only	List, with short descriptions, of current courses approved as A-G for UC/CSU eligibility	