



# Camino Nuevo Charter Academy

## CNCA Regular Board Meeting

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### Date and Time

Monday April 11, 2022 at 4:00 PM PDT

### Location

Topic: CNCA Regular Board Meeting 04/11/2022

Time: Apr 11, 2022 04:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://caminonuevo-org.zoom.us/j/97165797432?pwd=U2d1TFhiR0hsT3E3MUNsVjJkbmxYZz09>

Meeting ID: 971 6579 7432

Passcode: 20TEAk

One tap mobile

+16699009128,,97165797432#,,,,\*256808# US (San Jose)

+12532158782,,97165797432#,,,,\*256808# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 971 6579 7432

Passcode: 256808

Find your local number: <https://caminonuevo-org.zoom.us/u/ablbIOy081>

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In accordance with Mayor Garcetti's "Safer at Home" City Order ([Link](#)) and Governor Newsome's State Executive Order ([Link](#)) CNCA will be holding Board Meetings via ZOOM video conference and telephone. No physical CNCA school locations will be open to the public.

This meeting is open to the public through the telephone 1 (669) 900-9128 (US Toll) and [ZOOM](#) video conference. To ensure meeting safety, there will be an online ZOOM waiting room set up for participants 10 minutes prior to the meeting. Attendees will be welcomed in prior to the start of the meeting at 4:00 pm. The waiting room will be checked regularly so that anyone joining the meeting late can still join.

[ZOOM Link](#)

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Members of the public who wish to address the Board regarding items on this agenda or who need special accommodations should contact Ruby Rodriguez in the Chief Executive Officer's office at 213-417-3400 ext. 1401 or [ruby.rodriguez@pueblonuevo.org](mailto:ruby.rodriguez@pueblonuevo.org). Brown Act regulations restrict the board from discussing and taking action on any subject presented that is not on the agenda. Speakers are limited to no more than 2 minutes each and it is up to the Board President's discretion to lower or increase that time. Speakers may also sign up in person the day of the meeting.

## Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>4:00 PM</b>
<b>A. Record Attendance</b>		David Gidlow	1 m
<b>B. Call the Meeting to Order</b>		Cindy Smet	1 m
<b>II. Approve Minutes</b>			<b>4:02 PM</b>
<b>A. 03-08-2022 CNCA Regular Board Meeting Minutes</b>	Approve Minutes	Cindy Smet	1 m
<b>III. Public Comment</b>			<b>4:03 PM</b>
<b>A. 2-Minute Limit per Speaker</b>			5 m
<b>IV. Consent Agenda</b>			<b>4:08 PM</b>
<b>A. Revised 21-22 Calendar for CNCA #3 and CNCA #4</b>	Vote	Adriana Abich	3 m
<b>B. CalSHAPE AB 841 – CEC Schools Ventilation Program Grant</b>		Jesus Rivas	
		Requesting Board Consent to proceed with CEC Schools Ventilation Program Grant for Burlington, Castellanos, Cisneros, Dalzell and Kayne. This grant totals a potential award amount of \$427,680 for all 5 sites for HVAC Assessment and Maintenance, Filters and CO2 Duct Monitors. This requires completion of documentation, grant contract, payee information and a signed Camino Board Resolution for the five sites. There are two rounds of awards, 2022 and 2023. Camino Nuevo would benefit from improvements to HVAC systems at no cost if awarded.	
<b>C. Pacific Vista Landscape Land Care Contract – One Year Extension:</b>			
		Requesting approval to extend the automatic one year landscape care extension for all CNCA sites, Burlington, Castellanos, Cisneros, Dalzell, ECE, Eisner, HSO, Kayne Siart and Soccer Field. Pacific Vista Landscape continues to perform well and has significantly improved landscape at all sites. Moderate increase from \$10,337 monthly to \$10,699 monthly, increase of \$622.00, monthly, all sites due to LA County minimum wage increase, fuel and inflation. New annual amount is \$123,388.00. Contract expiration is April 2022	
<b>V. Continuing Remote BOD Meetings</b>			<b>4:11 PM</b>

	Purpose	Presenter	Time
<b>A. Continuing Remote BOD Meetings</b>	Vote	Cindy Smet	1 m

California's Ralph M. Brown Act has been amended to allow fully virtual board meetings during a state of emergency after the Governor signed Assembly Bill 361 into law on September 16, 2021 with some provisions. Since the guidance from local authorities regarding the safety precautions for COVID-19 is dynamic, the CNCA board must evaluate the need to meet virtually on a regular basis. At each meeting, the CNCA board will:

1. Reconsider the circumstances of the state of emergency and
2. Determine if the state of emergency continues to directly impact the ability of the member to meet safely in person or state or local officials continue to impose or recommend measures to promote social distancing.

## **VI. Financial Reports** **4:12 PM**

<b>A. February Financial Reports</b>	Discuss	Sonia Oliva	5 m
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## **VII. FY21-22 LAUSD First Interim for CNCA, CNCA#2, CNCA#3, CNCA#4, and CNHS#2.** **4:17 PM**

<b>A. FY21-22 LAUSD First Interim for CNCA, CNCA#2, CNCA#3, CNCA#4, and CNHS#2.</b>	Vote	Sonia Oliva	5 m
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## **VIII. A-G Improvement Grant to the Board** **4:22 PM**

Camino Nuevo is asking the board to approve the A-G Program Improvement Plan Program plan to support students in grades 9-12.

<b>A. A-G Improvement Grant to the Board</b>	Discuss	Adriana Abich	3 m
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## **IX. ELO-P Plan** **4:25 PM**

Camino Nuevo is asking the board to approve the Expanded Learning Opportunities Program plan for students in TK-6 (priority) and 7th and 8th .

<b>A. ELO-P Plan</b>	Vote	Adriana Abich	5 m
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## **X. Resolution- CNCA Schools Emergency Spending Into the Reserves** **4:30 PM**

Due to the ongoing COVID-19 Pandemic and it's implications on ADA, the CNCA Board would like to pass a resolution allowing for spending into the reserves for each LEA for the 21-22 school year.

<b>A. Resolution- CNCA Schools Emergency Spending Into the Reserves</b>	Vote	Sonia Oliva	4 m
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## **XI. Enrollment Update** **4:34 PM**

The board will be presented with an Enrollment Update for the 2022-2023 school year.

<b>A. Enrollment Update</b>	Discuss	Crystal Day	5 m
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	Purpose	Presenter	Time
<b>XII. Closed Session</b>			<b>4:39 PM</b>
A. Closed Session: Personnel Evaluation	Discuss	Adriana Abich	5 m
<b>XIII. Closing Items</b>			<b>4:44 PM</b>
A. Adjourn Meeting	Vote	Cindy Smet	1 m

# Cover Sheet

## 03-08-2022 CNCA Regular Board Meeting Minutes

**Section:** II. Approve Minutes  
**Item:** A. 03-08-2022 CNCA Regular Board Meeting Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for CNCA Regular Board Meeting on March 8, 2022

APPROVED



# Camino Nuevo Charter Academy

## Minutes

### CNCA Regular Board Meeting

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#### Date and Time

Tuesday March 8, 2022 at 4:00 PM

#### Location

Topic: CNCA Regular Board Meeting 03/08/22

Time: Mar 8, 2022 04:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

[https://caminonuevo-org.zoom.us/j/94584397820?](https://caminonuevo-org.zoom.us/j/94584397820?pwd=WWYyMjMyV2NZeERHbURDWGlwTUtPZz09)

[pwd=WWYyMjMyV2NZeERHbURDWGlwTUtPZz09](https://caminonuevo-org.zoom.us/j/94584397820?pwd=WWYyMjMyV2NZeERHbURDWGlwTUtPZz09)

Meeting ID: 945 8439 7820

Passcode: hdw939

One tap mobile

+16699009128,,94584397820#,,,,\*465350# US (San Jose)

+12532158782,,94584397820#,,,,\*465350# US (Tacoma)

Dial by your location

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+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 945 8439 7820

Passcode: 465350

Find your local number: <https://caminonuevo-org.zoom.us/u/abjtSnLnR0>

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[ZOOM Link](#)

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**Directors Present**

C. Garcia Alvarado (remote), C. Smet (remote), D. Gidlow (remote), E. Lopez (remote), G. Flores (remote), J. Ortega (remote), T. Powers (remote)

**Directors Absent**

A. Jimenez Villareal, L. Jennings

**Directors who arrived after the meeting opened**

C. Garcia Alvarado

**Guests Present**

A. Abich (remote), R. Rodriguez (remote)

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**I. Opening Items**

**A. Record Attendance**

C. Garcia Alvarado arrived at 4:07 PM.

**B. Call the Meeting to Order**

C. Smet called a meeting of the board of directors of Camino Nuevo Charter Academy to order on Tuesday Mar 8, 2022 at 4:03 PM.

**II. Approve Minutes**

**A. 02-10-2022 CNCA Regular Board Meeting Minutes**

G. Flores made a motion to approve the minutes from CNCA Regular Board Meeting on 02-10-22.

C. Smet seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

D. Gidlow	Aye
G. Flores	Aye
C. Smet	Aye
L. Jennings	Absent
E. Lopez	Aye
A. Jimenez Villareal	Absent
J. Ortega	Aye
C. Garcia Alvarado	Absent
T. Powers	Abstain

**B.**

### 02-25-2022 Board Retreat Minutes

E. Lopez made a motion to approve the minutes from CNCA, PNEDG & GNLA Board Retreat on 02-25-22.

D. Gidlow seconded the motion.

The board **VOTED** to approve the motion.

#### Roll Call

J. Ortega	Abstain
A. Jimenez Villareal	Absent
C. Garcia Alvarado	Aye
L. Jennings	Absent
C. Smet	Aye
G. Flores	Aye
D. Gidlow	Aye
E. Lopez	Aye

### III. Public Comment

#### A. 2-Minute Limit per Speaker

The following educator addressed the BOD meeting:

Laura Farrel of the Dalzell-Lance campus, and President of the Camino Nuevo Teachers Association.

### IV. Consent Agenda

#### A. Winter Consolidated Applications

T. Powers made a motion to approve each of the items contained in the consent agenda.

C. Smet seconded the motion.

The board **VOTED** to approve the motion.

#### Roll Call

G. Flores	Aye
E. Lopez	Aye
L. Jennings	Absent
T. Powers	Aye
C. Smet	Aye
C. Garcia Alvarado	Aye
D. Gidlow	Aye
J. Ortega	Aye
A. Jimenez Villareal	Absent

#### B. Review Of Taxes

### V. Continuing Remote BOD Meetings

#### A. Continuing Remote BOD Meetings

D. Gidlow made a motion to approve the continuation of remote BOD meetings.

G. Flores seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

A. Jimenez Villareal	Absent
G. Flores	Aye
C. Smet	Aye
L. Jennings	Absent
E. Lopez	Aye
C. Garcia Alvarado	Aye
J. Ortega	Aye
T. Powers	Aye
D. Gidlow	Aye

**VI. Financial Reports**

**A. Financial Reports**

Sonia Oliva of ExED presented the updated financial reports.

**VII. FY21-22 LAUSD Second Interim for CNCA, CNCA#2, CNCA#3, CNCA#4, and CNHS#2.**

**A. FY21-22 LAUSD Second Interim for CNCA, CNCA#2, CNCA#3, CNCA#4, and CNHS#2.**

G. Flores made a motion to approve the FY21-22 second interim LAUSD financial reports.

J. Ortega seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

C. Smet	Aye
J. Ortega	Aye
L. Jennings	Absent
T. Powers	Aye
C. Garcia Alvarado	Aye
E. Lopez	Aye
A. Jimenez Villareal	Absent
D. Gidlow	Aye
G. Flores	Aye

**VIII. Finance Committee Update**

**A. Tk Expansion & Enrollment Update**

Cindy Smet, Chair of the CNCA BOD, and Gil Flores, Treasurer of the CNCA BOD, made a presentation on the updated TK expansion plans.

**IX. CEO Update**

**A. ELO-P Plan**

Adriana Abich, CEO of CNCA, made a presentation on the Expanded Opportunities Learning Plan (ELO-P).

**X. Academic Update: Intervention Program Progress**

**A. Academic Update: Intervention Program Progress**

Rachel Hazlehurst, VP of Curriculum and Instruction, gave an update on the progress of the academic Intervention Program.

## **XI. Closed Session**

### **A. Anticipated Litigation - (G.C. 54956.9(d)(2))**

The BOD moved into closed session at 5:32PM.

The BOD returned to open session at 6:04PM.

No action was taken.

## **XII. Closing Items**

### **A. Adjourn Meeting**

J. Ortega made a motion to adjourn the meeting.

E. Lopez seconded the motion.

The board **VOTED** to approve the motion.

#### **Roll Call**

L. Jennings	Absent
A. Jimenez Villareal	Absent
C. Garcia Alvarado	Aye
T. Powers	Aye
G. Flores	Aye
D. Gidlow	Aye
E. Lopez	Aye
J. Ortega	Aye
C. Smet	Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:05 PM.

Respectfully Submitted,  
D. Gidlow

# Cover Sheet

## Revised 21-22 Calendar for CNCA #3 and CNCA #4

**Section:** IV. Consent Agenda  
**Item:** A. Revised 21-22 Calendar for CNCA #3 and CNCA #4  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** BOD Calendar - CASEISCIS Revision.3.2022.pdf

**2021-2022 School Calendar**

(The adjusted calendar applies to Camino Nuevo Elementary #3 and Camino Nuevo Charter 4)

last updated: 3.25.2022

Jul-21						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	NT	NT	NT	NT	NT	24
25	26	27	28	BD	BD	31

Aug-21						
Su	Mo	Tu	We	Th	Fr	Sa
1	SD	SD	SD	SD	SD	7
8	X	X	X	X	X	14
15	X	X	X	X	X	21
22	X	X	X	X	X	28
29	X	X				

Sep-21						
Su	Mo	Tu	We	Th	Fr	Sa
			X	X	X	4
5	H	X	X	X	X	11
12	X	X	X	X	X	18
19	X	X	X	X	X	25
26	X	X	X	X		

Oct-21						
Su	Mo	Tu	We	Th	Fr	Sa
					X	2
3	X	X	X	X	X	9
10	H	X	X	X	X	16
17	SD	SD	X	X	X	23
24	X	X	X	X	X	30
31						

Nov-21						
Su	Mo	Tu	We	Th	Fr	Sa
	X	X	X	X	X	6
7	X	X	X	H	PTF	13
14	X	X	X	X	X	20
21	PTF	PTF	PTF	H	H	27
28	X	X				

Dec-21						
Su	Mo	Tu	We	Th	Fr	Sa
			X	X	X	4
5	X	X	X	X	X	11
12	X	X	X	X	X	18
19	PTF	PTF	PTF	PTF	H	25
26	H	H	H	H	H	

Jan-22						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	PTF	PTF	SD	SD	SD	8
9	PTF	PTF	X	X	X	15
16	H	X	X	X	X	22
23	X	X	X	X	X	29
30	X					

Feb-22						
Su	Mo	Tu	We	Th	Fr	Sa
		X	X	X	X	5
6	X	X	X	X	X	12
13	X	X	X	X	X	19
20	H	X	X	X	X	26
27	X					

Mar-22						
Su	Mo	Tu	We	Th	Fr	Sa
						5
6	X	X	X	X	SD	12
13	X	X	X	X	X	19
20	X	X	X	X	X	26
27	X	X	X	X		

Apr-22						
Su	Mo	Tu	We	Th	Fr	Sa
					X	2
3	H	H	H	H	H	9
10	SD	SD	X	X	X	16
17	X	X	X	X	X	23
24	X	X	X	X	X	30

May-22						
Su	Mo	Tu	We	Th	Fr	Sa
1	X	X	X	X	X	7
8	X	X	X	X	X	14
15	X	X	X	X	X	21
22	X	X	X	X	X	28
29	H	X				

Jun-22						
Su	Mo	Tu	We	Th	Fr	Sa
			X	X	X	4
5	X	X	X	X	X	11
12	X	X	X	X	SD	18
19	H	SD	22	23	24	25
26	27	28	29	30		

X	Regular Instruction
SD	Staff Development (in-service, pupil free day)
H	Holiday
NT	New Teacher
PTF	Pupil/Teacher Free Day (All 11- and 12-month school leader and HSO staff work this day)

**Holidays:**

7/4/5/2021	4th of July Observed
9/6/2021	Labor Day
10/11/2021	Indigenous Peoples' Day
11/11/2021	Veteran's Day
11/25-26/2021	Thanksgiving Break
12/20-1/7/2021	Winter Break
1/1/2022	New Year's Day
1/17/2022	Martin Luther King Jr. Day
2/21/2022	Presidents Day
4/4-8/2022	Spring Break
5/30/2022	Memorial Day

**Other:**

8/9/2021	First Day of School
6/16/2022	Last Day of School
3/11/2022	Success Conference

**# of Instructional Days (must exceed 175 days)**

Q1:	43	23%	8/9/21-10/8/2021
Q2:	41	22%	10/11/2021-12/17/2021
Q3:	57	31%	1/12/2022-4/1/2022
Q4:	44	24%	4/11/2022-6/16/2022
<b>Total:</b>	<b>185</b>	<b>100%</b>	

## Cover Sheet

### CalSHAPE AB 841 – CEC Schools Ventilation Program Grant

**Section:** IV. Consent Agenda  
**Item:** B. CalSHAPE AB 841 – CEC Schools Ventilation Program  
Grant  
**Purpose:**  
**Submitted by:**  
**Related Material:** Resolution 697-41122-V.pdf  
Resolution 3500-41122-V - DAL.pdf  
Resolution 1018-41122-V - CIS.pdf  
Resolution 3400-41122 - KAY.pdf  
Resolution 1723- 41122- V - CAS.pdf  
STD 204 - Payee Data Record.pdf

**GRANT AGREEMENT**



RECIPIENT <b>Camino Nuevo Charter Academy #4</b>	AGREEMENT NUMBER <b>21R1VA1122</b>
ADDRESS Camino Nuevo Charter Academy 3435 W. Temple Street Los Angeles, CA 90026	AGREEMENT TERM <b>Ends 24 months after Effective Date</b>  The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION  
 The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A – Scope of Work**
- Exhibit B – Budget**
- Exhibit C – Agreement Contacts**
- Exhibit D – Terms and Conditions**

REIMBURSABLE AMOUNT <p style="text-align: center;"><b>\$91,848.00</b></p>
Total of REIMBURSABLE AMOUNT <p style="text-align: center;"><b>\$91,848.00</b></p>

*The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.*

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Adrienne Winuk		NAME	
TITLE Contracts, Grants, and Loans Office Manager		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 18, Sacramento, CA 95814			

## **EXHIBIT A Scope of Work**

**Camino Nuevo Charter Academy #4  
19647330124826**

**Total Number of Sites 1**

**Site Name**

Camino Nuevo Charter Academy #4

**CDS Code**

19647330124826

**Camino Nuevo Charter Academy #4**

**Category**

Assessment & Maintenance

Filter

Monitor

**Unit Count**

38

152

31

## EXHIBIT B Budget

**Camino Nuevo Charter Academy #4  
19647330124826**

**Total Requested Amount  
\$91,848.00**

**Site Name**

Camino Nuevo Charter Academy #4

**Requested Amount**

\$91,848.00

**Camino Nuevo Charter Academy #4**

**Category**

Assessment & Maintenance

Filter

Monitor

Contingency

**Requested Amount**

\$46,540.00

\$11,400.00

\$18,600.00

\$15,308.00

**Total Grant Award**

Initial Payment

Final Payment

\$91,848.00

\$45,924.00

\$45,924.00

## **EXHIBIT C**

### **Contacts**

#### **CalSHAPE Program Staff**

California Energy Commission  
715 P Street  
Sacramento, CA 95814  
E-mail: CalSHAPE@energy.ca.gov

#### **Confidential Deliverables/Products**

Adrienne Winuk, Manager  
California Energy Commission  
Contracts, Grants and Loans Office  
715 P Street, MS - 18  
Sacramento, CA 95814  
E-mail: Adrienne.Winuk@energy.ca.gov

#### **Invoices, Progress Reports and Non-Confidential Deliverables to**

Mary Hung  
California Energy Commission  
Accounting Office  
714 P Street MS - 2  
Sacramento, CA 95813  
E-mail: Mary.Hung@energy.ca.gov

## **EXHIBIT C Contacts**

### **LEA Contact (Primary)**

**Name**  
**Address**  
**City, State, Zip**  
**E-mail**

### **LEA Contact (Alternate)**

**Name**  
**Address**  
**City, State, Zip**  
**E-mail**

### **LEA Contact (Alternate)**

**Name**  
**Address**  
**City, State, Zip**  
**E-mail**

**EXHIBIT D****CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY  
(CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS****TABLE OF CONTENTS**

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## 1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE ventilation program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur prior to the Agreement term end date specified on the CEC-146 form.

## 2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

### **Funding Documents**

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

### **Program Guidelines**

- c. CalSHAPE Ventilation Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

### **Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)**

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

### **Federal Acquisition Regulations (*applicable to commercial organizations*)**

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

### **Nondiscrimination**

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

### **General Laws**

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

### 3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

### 4. **Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

### 5. **Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

#### **LEGAL NOTICE**

**This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.**

## **6. Amendments**

### **a. Procedure for Requesting Extensions**

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

### **b. Approval of Changes**

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

## **7. Contracting and Procurement Procedures**

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

### **a. Contractor's Obligations to Subcontractors**

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

### **b. Flow-Down Provisions**

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
  - Equipment (Section 14)
  - Recordkeeping, Cost Accounting, and Auditing (Section 11)
  - Intellectual Property (Section 20)
  - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

**8. Payment of Funds**

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

- 1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section I, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Ventilation Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

***The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.***

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered “public works” under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project’s Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
  - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
  - The project budget for labor reflects these prevailing wage requirements; and
  - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

**11. Recordkeeping, Cost Accounting, and Auditing**

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

## 12. **Workers' Compensation Insurance**

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

## 13. **Permits and Clearances**

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

## 14. **Equipment**

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

**15. Stop Work**

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

**16. Termination**

a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

**17. Indemnification**

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

**18. Reserved**

**19. Reserved**

**20. Intellectual Property**

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

**“Intellectual property”** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

**“Product”** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

## 21. **Reserved**

## 22. **General Provisions**

### a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

### b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

### c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

### d. Timeliness

Time is of the essence in this Agreement.

### e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

### f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

### g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

### h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
  - a) A change of address.
  - b) A change in business name or ownership.
  - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
  - e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- 2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.
- i. Access to Sites and Records  
Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.
  - j. Prior Dealings, Custom, or Trade Usage  
These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.
  - k. Survival of Terms  
Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:
    - Legal Statements on Products (included in Section 5, "Products")
    - Payment of Funds (Section 8)
    - Recordkeeping, Cost Accounting, and Auditing (Section 11)
    - Equipment (Section 14)
    - Termination (Section 16)
    - Indemnification (Section 17)
    - Intellectual Property (Section 20)
    - Change in Business (see this section)
    - Access to Sites and Records (see this section)

### **23. Certifications and Compliance**

#### a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - Any available counseling, rehabilitation, and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
  - Will receive a copy of the company's drug-free policy statement; and
  - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

**24. Reserved****25. Commission Remedies for Recipient's Non-Compliance**

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

**26. Definitions**

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.  
  
"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.

### California Schools Healthy Air, Plumbing, and Efficiency Program Governing Body Resolution

**RESOLUTION NO.** 1018- 41122V

**Resolution of**

Camino Nuevo Charter Academy

*Name of Local Educational Agency*

**WHEREAS**, the California Energy Commission’s California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to finance ventilation upgrades, plumbing fixture replacements and energy efficiency improvements;

**NOW THEREFORE, BE IT RESOLVED**, that the Camino Nuevo Charter Academy Board of Directors  
*Governing Body*

Authorizes **Camino Nuevo Charter Academy #4** \_\_\_\_\_ to apply for a  
*LEA Name*

Ventilation grant from the California Energy Commission to implement a CalSHAPE Program project.

**BE IT ALSO RESOLVED**, that in compliance with the California Environmental Quality Act (CEQA), the Camino Nuevo Charter Academy Board of Directors finds that the activity funded by  
*Governing Body*

the grant is a project that is exempt under **Statutory Exemptions. State code number: 15301, Existing conditions.**

**BE IT ALSO RESOLVED**, that if recommended for funding by the California Energy Commission, the Camino Nuevo Charter Academy Board Of Directors authorizes Camino Nuevo Charter Academy #4  
*Governing Body* *LEA Name*

to accept a grant up to \$ **91,848.00** \_\_\_\_\_ and accept all grant agreement  
*Grant Amount Requested*  
terms and conditions.

**BE IT FURTHER RESOLVED**, that Adriana Abich, CEO  
*Name of Designated LEA Official or Staff*

Cindy Lee Smet, Board President

Jesus T. Rivas, Director Facilities

*Name of Designated LEA Official or Staff* *Name of Designated LEA Official or Staff*  
are hereby authorized and empowered to execute in the name of

Camino Nuevo Charter Academy #4 all necessary documents to implement and  
*LEA Name*

carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

Passed, Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
*Month* *Year*

### Governing Body Representatives:

_____	_____
_____	_____

**GRANT AGREEMENT**



RECIPIENT <b>Camino Nuevo Elementary School #3</b>	AGREEMENT NUMBER <b>21R1VA1121</b>
ADDRESS Camino Nuevo Charter Academy 3435 W. Temple Street Los Angeles, CA 90026	AGREEMENT TERM <b>Ends 24 months after Effective Date</b>  The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

**PROJECT DESCRIPTION**  
 The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A – Scope of Work**
- Exhibit B – Budget**
- Exhibit C – Agreement Contacts**
- Exhibit D – Terms and Conditions**

REIMBURSABLE AMOUNT <p style="text-align: center;"><b>\$79,224.00</b></p>
Total of REIMBURSABLE AMOUNT <p style="text-align: center;"><b>\$79,224.00</b></p>

*The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.*

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME <b>Adrienne Winuk</b>		NAME	
TITLE <b>Contracts, Grants, and Loans Office Manager</b>		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS <b>1516 9th Street, MS 18, Sacramento, CA 95814</b>			

## **EXHIBIT A Scope of Work**

**Camino Nuevo Elementary School #3  
19647330122564**

**Total Number of Sites 1**

**Site Name**  
Camino Nuevo Elementary School #3

**CDS Code**  
19647330122564

### **Camino Nuevo Elementary School #3**

<b>Category</b>	<b>Unit Count</b>
Assessment & Maintenance	42
Filter	168
Monitor	21

## EXHIBIT B Budget

**Camino Nuevo Elementary School #3  
19647330122564**

**Total Requested Amount  
\$79,224.00**

**Site Name**  
Camino Nuevo Elementary School #3

**Requested Amount**  
\$79,224.00

**Camino Nuevo Elementary School #3**

**Category**

**Requested Amount**

Assessment & Maintenance

\$40,820.00

Filter

\$12,600.00

Monitor

\$12,600.00

Contingency

\$13,204.00

**Total Grant Award**

\$79,224.00

Initial Payment

\$39,612.00

Final Payment

\$39,612.00

## **EXHIBIT C Contacts**

### **CalSHAPE Program Staff**

California Energy Commission  
715 P Street  
Sacramento, CA 95814  
E-mail: CalSHAPE@energy.ca.gov

### **Confidential Deliverables/Products**

Adrienne Winuk, Manager  
California Energy Commission  
Contracts, Grants and Loans Office  
715 P Street, MS - 18  
Sacramento, CA 95814  
E-mail: Adrienne.Winuk@energy.ca.gov

### **Invoices, Progress Reports and Non-Confidential Deliverables to**

Mary Hung  
California Energy Commission  
Accounting Office  
714 P Street MS - 2  
Sacramento, CA 95813  
E-mail: Mary.Hung@energy.ca.gov

## **EXHIBIT C Contacts**

### **LEA Contact (Primary)**

**Name**  
**Address**  
**City, State, Zip**  
**E-mail**

### **LEA Contact (Alternate)**

**Name**  
**Address**  
**City, State, Zip**  
**E-mail**

### **LEA Contact (Alternate)**

**Name**  
**Address**  
**City, State, Zip**  
**E-mail**

**EXHIBIT D****CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY  
(CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS****TABLE OF CONTENTS**

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## 1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE ventilation program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur prior to the Agreement term end date specified on the CEC-146 form.

## 2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

### **Funding Documents**

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

### **Program Guidelines**

- c. CalSHAPE Ventilation Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

### **Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)**

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

### **Federal Acquisition Regulations (*applicable to commercial organizations*)**

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

### **Nondiscrimination**

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

### **General Laws**

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

### 3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

### 4. **Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

### 5. **Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

#### **LEGAL NOTICE**

**This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.**

## **6. Amendments**

### **a. Procedure for Requesting Extensions**

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

### **b. Approval of Changes**

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

## **7. Contracting and Procurement Procedures**

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

### **a. Contractor's Obligations to Subcontractors**

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

### **b. Flow-Down Provisions**

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
  - Equipment (Section 14)
  - Recordkeeping, Cost Accounting, and Auditing (Section 11)
  - Intellectual Property (Section 20)
  - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

**8. Payment of Funds**

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

- 1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section I, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Ventilation Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

***The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.***

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered “public works” under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project’s Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
  - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
  - The project budget for labor reflects these prevailing wage requirements; and
  - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

**11. Recordkeeping, Cost Accounting, and Auditing**

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

## 12. **Workers' Compensation Insurance**

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

## 13. **Permits and Clearances**

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

## 14. **Equipment**

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

**15. Stop Work**

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

**16. Termination**

a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

**17. Indemnification**

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

**18. Reserved**

**19. Reserved**

**20. Intellectual Property**

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

**“Intellectual property”** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

**“Product”** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

## 21. **Reserved**

## 22. **General Provisions**

### a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

### b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

### c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

### d. Timeliness

Time is of the essence in this Agreement.

### e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

### f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

### g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

### h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
  - a) A change of address.
  - b) A change in business name or ownership.
  - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
  - e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- 2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.
- i. Access to Sites and Records  
Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.
  - j. Prior Dealings, Custom, or Trade Usage  
These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.
  - k. Survival of Terms  
Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:
    - Legal Statements on Products (included in Section 5, "Products")
    - Payment of Funds (Section 8)
    - Recordkeeping, Cost Accounting, and Auditing (Section 11)
    - Equipment (Section 14)
    - Termination (Section 16)
    - Indemnification (Section 17)
    - Intellectual Property (Section 20)
    - Change in Business (see this section)
    - Access to Sites and Records (see this section)

### **23. *Certifications and Compliance***

- a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - Any available counseling, rehabilitation, and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
  - Will receive a copy of the company's drug-free policy statement; and
  - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

**24. Reserved****25. Commission Remedies for Recipient's Non-Compliance**

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

**26. Definitions**

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.  
  
"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.

### California Schools Healthy Air, Plumbing, and Efficiency Program Governing Body Resolution

**RESOLUTION NO.** 1723-41122-V

**Resolution of**

Camino Nuevo Charter Academy

*Name of Local Educational Agency*

**WHEREAS**, the California Energy Commission’s California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to finance ventilation upgrades, plumbing fixture replacements and energy efficiency improvements;

**NOW THEREFORE, BE IT RESOLVED**, that the Camino Nuevo Charter Academy Board of Directors  
*Governing Body*

Authorizes **Camino Nuevo Elementary School #3** to apply for a  
*LEA Name*

Ventilation grant from the California Energy Commission to implement a CalSHAPE Program project.

**BE IT ALSO RESOLVED**, that in compliance with the California Environmental Quality Act (CEQA), the Camino Nuevo Charter Academy Board of Directors finds that the activity funded by  
*Governing Body*

the grant is a project that is exempt under **Statutory Exemptions. State code number: 15301, Existing conditions.**

**BE IT ALSO RESOLVED**, that if recommended for funding by the California Energy Commission, the Camino Nuevo Charter Academy Board of Directors authorizes Camino Nuevo Elementary School #3  
*Governing Body* *LEA Name*

to accept a grant up to \$ **79,224.00** and accept all grant agreement  
*Grant Amount Requested*  
terms and conditions.

**BE IT FURTHER RESOLVED**, that Adriana Abich, CEO  
*Name of Designated LEA Official or Staff*

Cindy Lee Smet, Board President

Jesus T. Rivas, Director Facilities

*Name of Designated LEA Official or Staff* *Name of Designated LEA Official or Staff*  
are hereby authorized and empowered to execute in the name of

Camino Nuevo Elementary School # 3

*LEA Name*

carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

Passed, Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
*Month* *Year*

### Governing Body Representatives:

_____	_____
_____	_____

**GRANT AGREEMENT**



<small>RECIPIENT</small> <b>Camino Nuevo Charter Academy #2</b>	<small>AGREEMENT NUMBER</small> <b>21R1VA1124</b>
<small>ADDRESS</small> Camino Nuevo Charter Academy 3435 W. Temple Street Los Angeles, CA 90026	<small>AGREEMENT TERM</small> <b>Ends 24 months after Effective Date</b>  The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION  
 The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A – Scope of Work**
- Exhibit B – Budget**
- Exhibit C – Agreement Contacts**
- Exhibit D – Terms and Conditions**

<small>EIMBURSABLE AMOUNT</small> <p style="text-align: center;"><b>\$115,608.00</b></p>
<small>Total of REIMBURSABLE AMOUNT</small> <p style="text-align: center;"><b>\$115,608.00</b></p>

*The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.*

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
<small>NAME</small> Adrienne Winuk		<small>NAME</small>	
<small>TITLE</small> Contracts, Grants, and Loans Office Manager		<small>TITLE</small>	
<small>CALIFORNIA ENERGY COMMISSION ADDRESS</small> 1516 9th Street, MS 18, Sacramento, CA 95814			

## **EXHIBIT A Scope of Work**

**Camino Nuevo Charter Academy #2  
19647330122861**

**Total Number of Sites 1**

**Site Name**  
Camino Nuevo Charter Academy #2

**CDS Code**  
19647330122861

### **Camino Nuevo Charter Academy #2**

**Category**

Assessment & Maintenance  
Filter  
Monitor

**Unit Count**

54  
216  
30

## EXHIBIT B Budget

**Camino Nuevo Charter Academy #2  
19647330122861**

**Total Requested Amount  
\$115,608.00**

**Site Name**

Camino Nuevo Charter Academy #2

**Requested Amount**

\$115,608.00

**Camino Nuevo Charter Academy #2**

**Category**

Assessment & Maintenance

Filter

Monitor

Contingency

**Requested Amount**

\$62,140.00

\$16,200.00

\$18,000.00

\$19,268.00

**Total Grant Award**

\$115,608.00

Initial Payment

\$57,804.00

Final Payment

\$57,804.00

## **EXHIBIT C Contacts**

### **CalSHAPE Program Staff**

California Energy Commission  
715 P Street  
Sacramento, CA 95814  
E-mail: CalSHAPE@energy.ca.gov

### **Confidential Deliverables/Products**

Adrienne Winuk, Manager  
California Energy Commission  
Contracts, Grants and Loans Office  
715 P Street, MS - 18  
Sacramento, CA 95814  
E-mail: Adrienne.Winuk@energy.ca.gov

### **Invoices, Progress Reports and Non-Confidential Deliverables to**

Mary Hung  
California Energy Commission  
Accounting Office  
714 P Street MS - 2  
Sacramento, CA 95813  
E-mail: Mary.Hung@energy.ca.gov

## **EXHIBIT C Contacts**

### **LEA Contact (Primary)**

**Name**  
**Address**  
**City, State, Zip**  
**E-mail**

### **LEA Contact (Alternate)**

**Name**  
**Address**  
**City, State, Zip**  
**E-mail**

### **LEA Contact (Alternate)**

**Name**  
**Address**  
**City, State, Zip**  
**E-mail**

**EXHIBIT D****CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY  
(CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS****TABLE OF CONTENTS**

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## 1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE ventilation program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur prior to the Agreement term end date specified on the CEC-146 form.

## 2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

### **Funding Documents**

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

### **Program Guidelines**

- c. CalSHAPE Ventilation Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

### **Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)**

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

### **Federal Acquisition Regulations (*applicable to commercial organizations*)**

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

### **Nondiscrimination**

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

### **General Laws**

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

### 3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

### 4. **Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

### 5. **Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

#### **LEGAL NOTICE**

**This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.**

## **6. Amendments**

### **a. Procedure for Requesting Extensions**

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

### **b. Approval of Changes**

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

## **7. Contracting and Procurement Procedures**

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

### **a. Contractor's Obligations to Subcontractors**

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

### **b. Flow-Down Provisions**

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
  - Equipment (Section 14)
  - Recordkeeping, Cost Accounting, and Auditing (Section 11)
  - Intellectual Property (Section 20)
  - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

**8. Payment of Funds**

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

- 1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section I, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Ventilation Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

***The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.***

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered “public works” under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project’s Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
  - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
  - The project budget for labor reflects these prevailing wage requirements; and
  - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

**11. Recordkeeping, Cost Accounting, and Auditing**

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

## 12. **Workers' Compensation Insurance**

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

## 13. **Permits and Clearances**

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

## 14. **Equipment**

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

**15. Stop Work**

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

**16. Termination**

a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

**17. Indemnification**

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

**18. Reserved**

**19. Reserved**

**20. Intellectual Property**

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

**“Intellectual property”** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

**“Product”** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

## 21. **Reserved**

## 22. **General Provisions**

### a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

### b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

### c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

### d. Timeliness

Time is of the essence in this Agreement.

### e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

### f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

### g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

### h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
  - a) A change of address.
  - b) A change in business name or ownership.
  - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
  - e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- 2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.
- i. Access to Sites and Records  
Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.
  - j. Prior Dealings, Custom, or Trade Usage  
These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.
  - k. Survival of Terms  
Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:
    - Legal Statements on Products (included in Section 5, "Products")
    - Payment of Funds (Section 8)
    - Recordkeeping, Cost Accounting, and Auditing (Section 11)
    - Equipment (Section 14)
    - Termination (Section 16)
    - Indemnification (Section 17)
    - Intellectual Property (Section 20)
    - Change in Business (see this section)
    - Access to Sites and Records (see this section)

### **23. Certifications and Compliance**

- a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - Any available counseling, rehabilitation, and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
  - Will receive a copy of the company's drug-free policy statement; and
  - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

**24. Reserved****25. Commission Remedies for Recipient's Non-Compliance**

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

**26. Definitions**

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.  
  
"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.

### California Schools Healthy Air, Plumbing, and Efficiency Program Governing Body Resolution

**RESOLUTION NO.** 3400-41122-V

**Resolution of**

Camino Nuevo Charter Academy

*Name of Local Educational Agency*

**WHEREAS**, the California Energy Commission’s California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to finance ventilation upgrades, plumbing fixture replacements and energy efficiency improvements;

**NOW THEREFORE, BE IT RESOLVED**, that the Camino Nuevo Charter Academy Board of Directors

*Governing Body*

Authorizes **Camino Nuevo Charter Academy #2** to apply for a

*LEA Name*

Ventilation grant from the California Energy Commission to implement a CalSHAPE Program project.

**BE IT ALSO RESOLVED**, that in compliance with the California Environmental Quality Act (CEQA), the Camino Nuevo Charter Academy Board of Directors finds that the activity funded by

*Governing Body*

the grant is a project that is exempt under **Statutory Exemptions. State code number: 15301, Existing conditions.**

**BE IT ALSO RESOLVED**, that if recommended for funding by the California Energy Commission, the Camino Nuevo Charter Academy Board of Directors authorizes Camino Nuevo Charter Academy #2

*Governing Body*

*LEA Name*

to accept a grant up to \$ **\$115,608.00** and accept all grant agreement

*Grant Amount Requested*

terms and conditions.

**BE IT FURTHER RESOLVED**, that Adriana Abich, CEO

*Name of Designated LEA Official or Staff*

Cindy Lee Smet, Board President

and Jesus T. Rivas, Director Facilities

*Name of Designated LEA Official or Staff* *Name of Designated LEA Official or Staff*  
are hereby authorized and empowered to execute in the name of

Camino Nuevo Charter Academy #2

*LEA Name*

all necessary documents to implement and

carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

Passed, Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

*Month*

*Year*

### Governing Body Representatives:

_____	_____
_____	_____

**GRANT AGREEMENT**



RECIPIENT <b>Camino Nuevo High #2</b>	AGREEMENT NUMBER <b>21R1VA1123</b>
ADDRESS Camino Nuevo Charter Academy 3435 W. Temple Street Los Angeles, CA 90026	AGREEMENT TERM <b>Ends 24 months after Effective Date</b>  The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION  
 The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A – Scope of Work**
- Exhibit B – Budget**
- Exhibit C – Agreement Contacts**
- Exhibit D – Terms and Conditions**

REIMBURSABLE AMOUNT <p style="text-align: center;"><b>\$68,604.00</b></p>
Total of REIMBURSABLE AMOUNT <p style="text-align: center;"><b>\$68,604.00</b></p>

*The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.*

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME <b>Adrienne Winuk</b>		NAME	
TITLE <b>Contracts, Grants, and Loans Office Manager</b>		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS <b>1516 9th Street, MS 18, Sacramento, CA 95814</b>			

## **EXHIBIT A Scope of Work**

**Camino Nuevo High #2 19647330127910**

**Total Number of Sites 1**

**Site Name**

Camino Nuevo High #2

**CDS Code**

19647330127910

**Camino Nuevo High #2**

**Category**

Assessment & Maintenance

Filter

Monitor

**Unit Count**

26

104

24

## EXHIBIT B Budget

**Camino Nuevo High #2  
19647330127910**

**Total Requested Amount  
\$68,604.00**

**Site Name**  
Camino Nuevo High #2

**Requested Amount**  
\$68,604.00

**Camino Nuevo High #2  
Category**  
Assessment & Maintenance  
Filter  
Monitor  
Contingency

**Requested Amount**  
\$34,970.00  
\$7,800.00  
\$14,400.00  
\$11,434.00

**Total Grant Award**  
Initial Payment  
Final Payment

\$68,604.00  
\$34,302.00  
\$34,302.00

## **EXHIBIT C Contacts**

### **CalSHAPE Program Staff**

California Energy Commission  
715 P Street  
Sacramento, CA 95814  
E-mail: CalSHAPE@energy.ca.gov

### **Confidential Deliverables/Products**

Adrienne Winuk, Manager  
California Energy Commission  
Contracts, Grants and Loans Office  
715 P Street, MS - 18  
Sacramento, CA 95814  
E-mail: Adrienne.Winuk@energy.ca.gov

### **Invoices, Progress Reports and Non-Confidential Deliverables to**

Mary Hung  
California Energy Commission  
Accounting Office  
714 P Street MS - 2  
Sacramento, CA 95813  
E-mail: Mary.Hung@energy.ca.gov

## **EXHIBIT C Contacts**

### **LEA Contact (Primary)**

**Name**  
**Address**  
**City, State, Zip**  
**E-mail**

### **LEA Contact (Alternate)**

**Name**  
**Address**  
**City, State, Zip**  
**E-mail**

### **LEA Contact (Alternate)**

**Name**  
**Address**  
**City, State, Zip**  
**E-mail**

## EXHIBIT D

# CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY (CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS

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## 1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE ventilation program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur prior to the Agreement term end date specified on the CEC-146 form.

## 2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

### **Funding Documents**

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

### **Program Guidelines**

- c. CalSHAPE Ventilation Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

### **Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)**

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

### **Federal Acquisition Regulations (*applicable to commercial organizations*)**

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

### **Nondiscrimination**

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

### **General Laws**

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

### 3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

### 4. **Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

### 5. **Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

#### **LEGAL NOTICE**

**This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.**

## **6. Amendments**

### **a. Procedure for Requesting Extensions**

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

### **b. Approval of Changes**

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

## **7. Contracting and Procurement Procedures**

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

### **a. Contractor's Obligations to Subcontractors**

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

### **b. Flow-Down Provisions**

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
  - Equipment (Section 14)
  - Recordkeeping, Cost Accounting, and Auditing (Section 11)
  - Intellectual Property (Section 20)
  - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

**8. Payment of Funds**

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

- 1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section I, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Ventilation Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

***The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.***

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered “public works” under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project’s Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
  - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
  - The project budget for labor reflects these prevailing wage requirements; and
  - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

**11. Recordkeeping, Cost Accounting, and Auditing**

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

## 12. **Workers' Compensation Insurance**

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

## 13. **Permits and Clearances**

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

## 14. **Equipment**

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

**15. Stop Work**

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

**16. Termination**

a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

**17. Indemnification**

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

**18. Reserved**

**19. Reserved**

**20. Intellectual Property**

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

**“Intellectual property”** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

**“Product”** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

**21. Reserved**

**22. General Provisions**

a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
  - a) A change of address.
  - b) A change in business name or ownership.
  - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
  - e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- 2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.
- i. Access to Sites and Records  
Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.
  - j. Prior Dealings, Custom, or Trade Usage  
These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.
  - k. Survival of Terms  
Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:
    - Legal Statements on Products (included in Section 5, "Products")
    - Payment of Funds (Section 8)
    - Recordkeeping, Cost Accounting, and Auditing (Section 11)
    - Equipment (Section 14)
    - Termination (Section 16)
    - Indemnification (Section 17)
    - Intellectual Property (Section 20)
    - Change in Business (see this section)
    - Access to Sites and Records (see this section)

## **23. Certifications and Compliance**

- a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - Any available counseling, rehabilitation, and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
  - Will receive a copy of the company's drug-free policy statement; and
  - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

**24. Reserved****25. Commission Remedies for Recipient's Non-Compliance**

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

**26. Definitions**

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.  
  
"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.

### California Schools Healthy Air, Plumbing, and Efficiency Program Governing Body Resolution

**RESOLUTION NO.** 3500-41122-V

**Resolution of**

Camino Nuevo Charter Academy

*Name of Local Educational Agency*

**WHEREAS**, the California Energy Commission’s California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to finance ventilation upgrades, plumbing fixture replacements and energy efficiency improvements;

**NOW THEREFORE, BE IT RESOLVED**, that the Camino Nuevo Charter Academy Board of Directors  
*Governing Body*

Authorizes **Camino Nuevo High #2** \_\_\_\_\_ to apply for a  
*LEA Name*

Ventilation grant from the California Energy Commission to implement a CalSHAPE Program project.

**BE IT ALSO RESOLVED**, that in compliance with the California Environmental Quality Act (CEQA), the Camino Nuevo Charter Academy Board of Directors finds that the activity funded by  
*Governing Body*

the grant is a project that is exempt under **Statutory Exemptions. State code number: 15301, Existing conditions.**

**BE IT ALSO RESOLVED**, that if recommended for funding by the California Energy Commission, the Camino Nuevo Charter Academy Board of Directors authorizes Camino Nuevo High #2  
*Governing Body* *LEA Name*

to accept a grant up to \$ **68,604.00** \_\_\_\_\_ and accept all grant agreement  
*Grant Amount Requested*  
terms and conditions.

**BE IT FURTHER RESOLVED**, that Adriana Abich, CEO  
*Name of Designated LEA Official or Staff*

Cindy Lee Smet, Board President, and Jesus T. Rivas, Director of Facilities  
*Name of Designated LEA Official or Staff* *Name of Designated LEA Official or Staff*  
are hereby authorized and empowered to execute in the name of  
Camino Nuevo High #2 all necessary documents to implement and  
*LEA Name*

carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

Passed, Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
*Month* *Year*

### Governing Body Representatives:

_____	_____
_____	_____

**GRANT AGREEMENT**



<p>RECIPIENT</p> <p><b>Camino Nuevo Charter Academy</b></p>	<p>AGREEMENT NUMBER</p> <p><b>21R1VA1125</b></p>
<p>ADDRESS</p> <p>Camino Nuevo Charter Academy 3435 W. Temple Street Los Angeles, CA 90026</p>	<p>AGREEMENT TERM</p> <p><b>Ends 24 months after Effective Date</b></p> <p>The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.</p>

PROJECT DESCRIPTION  
The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A – Scope of Work**
- Exhibit B – Budget**
- Exhibit C – Agreement Contacts**
- Exhibit D – Terms and Conditions**

<p>EIMBURSABLE AMOUNT</p> <p><b>\$72,396.00</b></p>
<p>Total of REIMBURSABLE AMOUNT</p> <p><b>\$72,396.00</b></p>

*The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.*

<b>CALIFORNIA ENERGY COMMISSION</b>		<b>RECIPIENT</b>	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
<p>NAME</p> <p><b>Adrienne Winuk</b></p>		<p>NAME</p>	
<p>TITLE</p> <p><b>Contracts, Grants, and Loans Office Manager</b></p>		<p>TITLE</p>	
<p>CALIFORNIA ENERGY COMMISSION ADDRESS</p> <p><b>1516 9th Street, MS 18, Sacramento, CA 95814</b></p>			

## **EXHIBIT A Scope of Work**

**Camino Nuevo Charter Academy  
19647336117667**

**Total Number of Sites 1**

**Site Name**  
Camino Nuevo Charter Academy

**CDS Code**  
19647336117667

**Camino Nuevo Charter Academy**

**Category**

**Unit Count**

Assessment & Maintenance

29

Filter

116

Monitor

23

## EXHIBIT B Budget

**Camino Nuevo Charter Academy**  
**19647336117667**

**Total Requested Amount**  
**\$72,396.00**

**Site Name**  
Camino Nuevo Charter Academy

**Requested Amount**  
\$72,396.00

**Camino Nuevo Charter Academy**

**Category**

**Requested Amount**

Assessment & Maintenance

\$37,830.00

Filter

\$8,700.00

Monitor

\$13,800.00

Contingency

\$12,066.00

**Total Grant Award**

\$72,396.00

Initial Payment

\$36,198.00

Final Payment

\$36,198.00

## **EXHIBIT C Contacts**

### **CalSHAPE Program Staff**

California Energy Commission  
715 P Street  
Sacramento, CA 95814  
E-mail: CalSHAPE@energy.ca.gov

### **Confidential Deliverables/Products**

Adrienne Winuk, Manager  
California Energy Commission  
Contracts, Grants and Loans Office  
715 P Street, MS - 18  
Sacramento, CA 95814  
E-mail: Adrienne.Winuk@energy.ca.gov

### **Invoices, Progress Reports and Non-Confidential Deliverables to**

Mary Hung  
California Energy Commission  
Accounting Office  
714 P Street MS - 2  
Sacramento, CA 95813  
E-mail: Mary.Hung@energy.ca.gov

## **EXHIBIT C Contacts**

### **LEA Contact (Primary)**

**Name**  
**Address**  
**City, State, Zip**  
**E-mail**

### **LEA Contact (Alternate)**

**Name**  
**Address**  
**City, State, Zip**  
**E-mail**

### **LEA Contact (Alternate)**

**Name**  
**Address**  
**City, State, Zip**  
**E-mail**

**EXHIBIT D****CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY  
(CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS****TABLE OF CONTENTS**

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## 1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE ventilation program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur prior to the Agreement term end date specified on the CEC-146 form.

## 2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

### **Funding Documents**

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

### **Program Guidelines**

- c. CalSHAPE Ventilation Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

### **Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)**

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

### **Federal Acquisition Regulations (*applicable to commercial organizations*)**

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

### **Nondiscrimination**

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

### **General Laws**

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

### 3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

### 4. **Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

### 5. **Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

#### **LEGAL NOTICE**

**This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.**

## **6. Amendments**

### **a. Procedure for Requesting Extensions**

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

### **b. Approval of Changes**

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

## **7. Contracting and Procurement Procedures**

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

### **a. Contractor's Obligations to Subcontractors**

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

### **b. Flow-Down Provisions**

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
  - Equipment (Section 14)
  - Recordkeeping, Cost Accounting, and Auditing (Section 11)
  - Intellectual Property (Section 20)
  - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

**8. Payment of Funds**

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

- 1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section I, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Ventilation Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

***The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.***

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered “public works” under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project’s Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
  - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
  - The project budget for labor reflects these prevailing wage requirements; and
  - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

**11. Recordkeeping, Cost Accounting, and Auditing**

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

## 12. **Workers' Compensation Insurance**

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

## 13. **Permits and Clearances**

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

## 14. **Equipment**

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

**15. Stop Work**

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

**16. Termination**

a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

**17. Indemnification**

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

**18. Reserved**

**19. Reserved**

**20. Intellectual Property**

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

**“Intellectual property”** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

**“Product”** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

## 21. **Reserved**

## 22. **General Provisions**

### a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

### b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

### c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

### d. Timeliness

Time is of the essence in this Agreement.

### e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

### f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

### g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

### h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
  - a) A change of address.
  - b) A change in business name or ownership.
  - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
  - e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- 2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.
- i. Access to Sites and Records  
Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.
  - j. Prior Dealings, Custom, or Trade Usage  
These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.
  - k. Survival of Terms  
Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:
    - Legal Statements on Products (included in Section 5, "Products")
    - Payment of Funds (Section 8)
    - Recordkeeping, Cost Accounting, and Auditing (Section 11)
    - Equipment (Section 14)
    - Termination (Section 16)
    - Indemnification (Section 17)
    - Intellectual Property (Section 20)
    - Change in Business (see this section)
    - Access to Sites and Records (see this section)

### **23. *Certifications and Compliance***

- a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - Any available counseling, rehabilitation, and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
  - Will receive a copy of the company's drug-free policy statement; and
  - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

**24. Reserved****25. Commission Remedies for Recipient's Non-Compliance**

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

**26. Definitions**

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.  
  
"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.

### California Schools Healthy Air, Plumbing, and Efficiency Program Governing Body Resolution

**RESOLUTION NO.** 697-41122-V

**Resolution of**

Camino Nuevo Charter Academy

*Name of Local Educational Agency*

**WHEREAS**, the California Energy Commission’s California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to finance ventilation upgrades, plumbing fixture replacements and energy efficiency improvements;

**NOW THEREFORE, BE IT RESOLVED**, that the Camino Nuevo Charter Academy Board of Directors  
*Governing Body*

Authorizes **Camino Nuevo Charter Academy** \_\_\_\_\_ to apply for a  
*LEA Name*

Ventilation grant from the California Energy Commission to implement a CalSHAPE Program project.

**BE IT ALSO RESOLVED**, that in compliance with the California Environmental Quality Act (CEQA), the Camino Nuevo Charter Academy Board of Directors finds that the activity funded by  
*Governing Body*

the grant is a project that is exempt under **Statutory Exemptions. State code number: 15301, Existing conditions.**

**BE IT ALSO RESOLVED**, that if recommended for funding by the California Energy Commission, the the Camino Nuevo Charter Academy Board of Directors authorizes Camino Nuevo Charter Academy  
*Governing Body* *LEA Name*

to accept a grant up to \$ **\$72,396.00** \_\_\_\_\_ and accept all grant agreement  
*Grant Amount Requested*  
terms and conditions.

**BE IT FURTHER RESOLVED**, that Adriana Abich, CEO  
*Name of Designated LEA Official or Staff*  
Cindy Lee Smet, Board President \_\_\_\_\_, and Jesus T. Rivas, Director of Facilities \_\_\_\_\_,  
*Name of Designated LEA Official or Staff* *Name of Designated LEA Official or Staff*

are hereby authorized and empowered to execute in the name of  
Camino Nuevo Charter Academy \_\_\_\_\_ all necessary documents to implement and  
*LEA Name*

carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

Passed, Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
*Month* *Year*

### Governing Body Representatives:

_____	_____
_____	_____

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)  
STD 204 (Rev. 2/2022)

**Section 1 – Payee Information**

**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)

CAMINO NUEVO CHARTER ACADEMY

**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)

**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)

3435 W. TEMPLE STREET

**CITY, STATE, ZIP CODE**

LOS ANGELES, CA 90026

**E-MAIL ADDRESS**

adriana.abich@caminonuevo.org

**Section 2 – Entity Type**

**Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)

**SOLE PROPRIETOR / INDIVIDUAL**

**SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*

**PARTNERSHIP**

**ESTATE OR TRUST**

**CORPORATION** (see instructions on page 2)

**MEDICAL** (e.g., dentistry, chiropractic, etc.)

**LEGAL** (e.g., attorney services)

**EXEMPT** (e.g., nonprofit)

**ALL OTHERS**

**Section 3 – Tax Identification Number**

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

**Social Security Number (SSN) or Individual Tax Identification Number (ITIN)**

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**OR**

**Federal Employer Identification Number (FEIN)**

9 5 - 4 7 7 1 7 8 9

**Section 4 – Payee Residency Status** (See instructions)

**CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

**CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

No services performed in California

Copy of Franchise Tax Board waiver of state withholding is attached.

**Section 5 – Certification**

**I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.**

**NAME OF AUTHORIZED PAYEE REPRESENTATIVE**

Adriana Abich

**TITLE**

Chief Executive Officer

**E-MAIL ADDRESS**

adriana.abich@caminonuevo.org

**SIGNATURE**

**DATE**

**TELEPHONE** (include area code)

213- 417-3400

**Section 6 – Paying State Agency**

**Please return completed form to:**

**STATE AGENCY/DEPARTMENT OFFICE**

State Controller's Office / LGPSD

**UNIT/SECTION**

Tax Programs Unit / Tax Administration Section

**MAILING ADDRESS**

P.O. Box 942850

**FAX**

(916) 327-3921

**TELEPHONE** (include area code)

(916) 322-7952

**CITY**

Sacramento

**STATE**

CA

**ZIP CODE**

94250-5880

**E-MAIL ADDRESS**

GTR@sco.ca.gov

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)  
STD 204 (Rev. 03/2021)

**GENERAL INSTRUCTIONS**

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).

**NOTE:** Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

**Section 1 – Payee Information**

**Name** – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

**Business Name** – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

**Mailing Address** – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

**Section 2 – Entity Type**

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

**Section 3 – Tax Identification Number**

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

**Section 4 – Payee Residency Status**

**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: [wscs.gen@ftb.ca.gov](mailto:wscs.gen@ftb.ca.gov)

For hearing impaired with TDD, call: 1-800-822-6268

Website: [www.ftb.ca.gov](http://www.ftb.ca.gov)

**Section 5 – Certification**

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

**Section 6 – Paying State Agency**

This section must be completed by the state agency/department requesting the STD 204.

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

## Cover Sheet

### Pacific Vista Landscape Land Care Contract – One Year Extension:

**Section:** IV. Consent Agenda  
**Item:** C. Pacific Vista Landscape Land Care Contract – One Year  
**Extension:**  
**Purpose:**  
**Submitted by:**  
**Related Material:** Pacific-Vista-Contract-Extension-April-2022.pdf



# Pacific Vista Landscape Services, Inc.

## Camino Nuevo Charter Academy Contract Extension Offer

December 6, 2021

Camino Nuevo Charter Academy  
Attention: Jesus Rivas

Dear Jess,

It has been our pleasure to work closely with you and your terrific staff. We have made every effort to make improvements to the campuses through maintenance while trying to keep the budget intact. With your direction and our teamwork, we have made great strides in the over-all aesthetics of the projects. We also realize there is much still to accomplish.

It is our hope to continue the good work and enjoy the unique challenges each campus poses. With that in mind, we would like to offer the following:

The current maintenance rate is \$10,337.00. This amount started January 1<sup>st</sup>, 2021. Since that time, we have experienced record increases in fuel, insurance, labor challenges, wage increases and skyrocketing inflation. Currently the inflation rate is hovering around 6.3%.

With your blessing we are requesting a small increase of 3.5%. This amount would barely cover the current fuel increases. We would guarantee this amount for a 12-month period. This increase amount would increase your monthly maintenance amount to \$10,699.00. Should the contract go out to bid, at contract renewal, the increase percentage would surely be around 6.5%.

We enjoy the work at the schools and hope to continue as part of your team. We can offer this until the end of the 2021 calendar year at which time we will be forced to increase our prices as our industry is experiencing major increases.

Thank you so much for your time and we look forward to future works,

Kindest Regards,

*James Habeger*

James Habeger  
President and CEO  
Pacific Vista Landscape Services Inc.

P.O. Box 220640, Newhall CA 91322-0640  
Office: 661-222-7525 Fax: 661-222-7790

# Cover Sheet

## February Financial Reports

**Section:** VI. Financial Reports  
**Item:** A. February Financial Reports  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** 02.22 - CNCA Consolidated - Financial Packet.pdf

**1 Key Performance Indicators**

ADA vs. Budget ● Cash on Hand ●  
 Net Income / (Loss) ● Year-End Cash ●

**KEY POINTS**

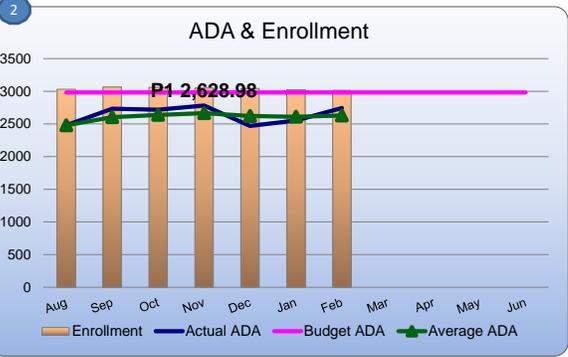
The average ADA percentage through Month 7 is at 86.5%. P2 is forecasted to be at 87%, which is 8% lower than budget. Revisions to Month 1 and 2 attendance reports are expected to happen to properly account for independent study taking place.

ADA is 337 under budget resulting in reduced funding across all of the charters.

A net loss of \$786K is projected, which is \$1.7M under budget.

Forecast includes ESSER spending plan.

Cash remains strong and is projected to end at 83 days cash on hand as of 06/30/2022.



**3 Average Daily Attendance Analysis**

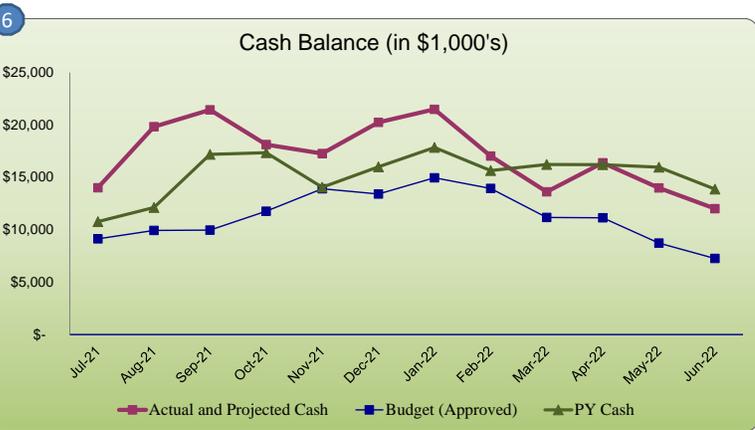
Category	Actual through Month 7	Forecasted P2	Budgeted P2	Better/ (Worse)	Prior Month Forecast	Prior Year P2
Enrollment	3,015	3,019	3,139	(120)	3,088	3,367
ADA %	86.5%	87.0%	95.0%	-8.0%	89.5%	95.0%
Average ADA	2,628.98	2,644.83	2,982.05	(337.22)	2,762.74	3,218.84

**4 LCFF Supplemental & Concentration Grant Factors**

Category	Budget	Forecast	Variance	Prior Year
Unduplicated Pupil %	94.7%	93.6%	-1.1%	94.9%
3-Year Average %	95.5%	95.2%	-0.3%	96.3%
District UPP C. Grant Cap	85.1%	85.6%	0.6%	85.1%

**5 INCOME STATEMENT**

INCOME STATEMENT	Forecast	VS. Budget		VS. Last Month		FY 21-22 YTD			Historical	
	As of 02/28/22	FY 21-22 Budget	Variance B/(W)	Prior Month FC	Variance B/(W)	Actual YTD	Budget YTD	Variance B/(W)	FY 20-21	FY 19-20
Local Control Funding Formula	32,381,952	35,221,394	(2,839,441)	32,960,366	(578,413)	21,151,770	21,416,053	(264,283)	33,411,308	33,437,300
Federal Revenue	12,921,744	4,758,199	8,163,544	12,656,316	265,427	4,520,485	1,865,617	2,654,868	8,544,443	3,792,642
State Revenue	4,648,259	4,567,013	81,245	4,826,067	(177,808)	3,356,966	2,135,951	1,221,015	2,578,594	2,107,752
Other Local Revenue	2,767,622	2,209,619	558,003	2,639,097	128,524	2,258,234	1,567,266	690,968	2,587,536	2,379,954
Grants/Fundraising	350,404	112,500	237,904	349,369	1,035	348,975	87,534	261,441	263,396	257,740
<b>TOTAL REVENUE</b>	<b>53,069,980</b>	<b>46,868,725</b>	<b>6,201,255</b>	<b>53,431,216</b>	<b>(361,236)</b>	<b>31,636,431</b>	<b>27,072,422</b>	<b>4,564,009</b>	<b>47,385,276</b>	<b>41,975,388</b>
Total per ADA	20,066	15,717	4,349	20,202	(137)				14,721	14,128
w/o Grants/Fundraising	19,933	15,679	4,254	20,070	(137)				14,639	14,041
Certificated Salaries	16,233,293	15,864,204	(369,089)	16,366,662	133,370	10,315,918	10,210,260	(105,658)	12,866,595	13,306,587
Classified Salaries	6,393,799	5,465,700	(928,099)	6,439,570	45,771	3,940,360	3,463,755	(476,605)	3,627,635	3,815,754
Benefits	6,805,252	6,862,074	56,821	6,995,351	190,099	4,337,469	4,485,328	147,859	4,779,613	5,002,395
Student Supplies	4,758,625	3,557,052	(1,201,573)	4,783,438	24,813	3,049,509	2,215,485	(834,024)	5,238,611	2,615,362
Operating Expenses	18,240,480	12,943,770	(5,296,710)	18,059,723	(180,757)	10,621,255	8,694,016	(1,927,239)	13,715,921	14,721,963
Other	1,424,900	1,291,310	(133,589)	1,430,102	5,203	901,577	831,583	(69,994)	1,299,959	1,247,575
<b>TOTAL EXPENSES</b>	<b>53,856,348</b>	<b>45,984,109</b>	<b>(7,872,239)</b>	<b>54,074,846</b>	<b>218,498</b>	<b>33,166,088</b>	<b>29,900,428</b>	<b>(3,265,660)</b>	<b>41,528,335</b>	<b>40,709,636</b>
Total per ADA	20,363	15,420	(4,943)	20,445	(83)				12,902	13,702
<b>NET INCOME / (LOSS)</b>	<b>(786,368)</b>	<b>884,615</b>	<b>(1,670,984)</b>	<b>(643,631)</b>	<b>(142,738)</b>	<b>(1,529,658)</b>	<b>(2,828,006)</b>	<b>1,368,343</b>	<b>5,856,942</b>	<b>1,265,752</b>
<b>OPERATING INCOME</b>	<b>427,948</b>	<b>1,965,342</b>	<b>(1,537,394)</b>	<b>575,888</b>	<b>(147,941)</b>	<b>(734,339)</b>	<b>(2,102,682)</b>	<b>1,368,343</b>	<b>6,938,656</b>	<b>2,285,091</b>
<b>EBITDA</b>	<b>638,531</b>	<b>2,175,925</b>	<b>(1,537,394)</b>	<b>786,472</b>	<b>(147,941)</b>	<b>(628,080)</b>	<b>(1,996,423)</b>	<b>1,368,343</b>	<b>7,156,901</b>	<b>2,513,327</b>



**Year-End Cash Balance**

Projected	Budget	Variance
12,019,231	7,258,652	4,760,580

**7 Balance Sheet**

	6/30/2021	1/31/2022	2/28/2022	6/30/2022 FC
<b>Assets</b>				
Cash, Operating	13,877,874	21,497,141	17,035,785	12,019,231
Cash, Restricted	0	0	0	0
Accounts Receivable	8,076,064	95,517	52,537	7,902,406
Due From Others	185,032	187,478	251,672	182,469
Other Assets	305,180	43,684	57,844	247,947
Net Fixed Assets	39,997,763	39,659,399	39,650,135	39,256,337
<b>Total Assets</b>	<b>62,441,913</b>	<b>61,483,219</b>	<b>57,047,974</b>	<b>59,608,391</b>
<b>Liabilities</b>				
A/P & Payroll	2,018,499	1,682,379	1,678,965	2,276,858
Due to Others	2,436,714	2,217,773	684,865	2,099,473
Deferred Revenue	1,588,033	8,571	8,571	8,571
Total Debt	10,625,881	10,432,443	10,432,443	10,237,071
<b>Total Liabilities</b>	<b>16,669,127</b>	<b>14,341,166</b>	<b>12,804,845</b>	<b>14,621,972</b>
<b>Equity</b>				
Beginning Fund Bal.	39,915,845	45,772,786	45,772,786	45,772,786
Net Income/(Loss)	5,856,942	1,369,266	(1,529,658)	(786,368)
Total Equity	45,772,786	47,142,052	44,243,129	44,986,418
<b>Total Liabilities &amp; Equity</b>	<b>62,441,913</b>	<b>61,483,218</b>	<b>57,047,973</b>	<b>59,608,390</b>

**Available Line of Credit**

	6/30/2021	1/31/2022	2/28/2022	6/30/2022 FC
Days Cash on Hand	82	148	118	83
Cash Reserve %	22.3%	40.7%	32.4%	22.8%



Camino Nuevo Charter Academy  
 Consolidated Budget Summary  
 Prepared by ExED. For use by ExED and ExED clients only. © 2021 ExED

	CNCA - Burlington		CNCA#2 - Kayne Siart		CNCA#3 - Castellanos		CNCA#3 - Eisner		CNCA#3 - Consolidated		CNCA#4 - Cisneros		CNHS#2 - Dalzell Lance		Central Administration		Camino Nuevo - Consolidated	
	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast
Enrollment	590	575	697	665	471	447	267	255	738	702	606	587	508	490	-	-	3,139	3,019
ADA	560.50	503.43	662.15	588.50	447.45	364.21	253.65	221.99	701.10	586.20	575.70	523.90	482.60	442.80	-	-	2,982.05	2,644.83
ADA %	95%	88%	95%	89%	95%	85%	95%	89%	95%	87%	95%	89%	95%	90%	-	-	95%	88%
UPP	100%	98%	93%	93%	99%	99%	94%	94%	97%	96%	91%	92%	96%	96%	0%	0%	82%	82%
<b>Income</b>																		
<b>8011-8098 - Local Control Funding Formula Sources</b>																		
8011 Local Control Funding Formula	3,856,871	3,200,898	4,427,685	3,639,570	3,114,400	2,357,154	1,645,238	1,333,020	4,759,637	3,690,173	3,827,826	3,236,076	5,044,024	4,731,879	-	-	21,916,044	18,498,597
8012 Education Protection Account	1,059,320	1,282,951	1,255,284	1,504,358	841,985	924,126	477,304	563,265	1,319,289	1,487,391	1,089,425	1,336,807	96,520	88,560	-	-	4,819,837	5,700,067
8019 Local Control Funding Formula - Prior Year	-	(11)	-	(21)	-	-	-	-	-	-	-	-	-	-	-	-	-	(32)
8096 In Lieu of Property Taxes	1,594,920	1,557,648	1,884,168	1,820,860	1,273,232	1,126,891	721,769	686,853	1,995,001	1,813,744	1,638,172	1,620,983	1,373,253	1,370,054	-	-	8,485,513	8,183,289
8098 In Lieu of Property Taxes, Prior Year	-	11	-	21	-	-	-	-	-	-	-	-	-	-	-	-	-	32
<b>Total 8011-8098 - Local Control Funding Formula Sources</b>	<b>6,511,111</b>	<b>6,041,497</b>	<b>7,567,136</b>	<b>6,964,789</b>	<b>5,229,617</b>	<b>4,408,171</b>	<b>2,844,310</b>	<b>2,583,137</b>	<b>8,073,927</b>	<b>6,991,308</b>	<b>6,555,423</b>	<b>6,193,866</b>	<b>6,513,796</b>	<b>6,190,493</b>	-	-	<b>35,221,394</b>	<b>32,381,952</b>
<b>8100-8299 - Federal Revenue</b>																		
8181 Special Education - Federal (IDEA)	149,822	139,687	176,993	163,291	119,603	101,057	67,801	61,596	187,404	162,653	153,885	145,367	128,999	122,864	-	-	797,102	733,861
8221 Child Nutrition - Federal	570,561	488,836	519,410	285,560	428,932	246,289	152,252	96,197	581,184	342,486	387,254	282,700	224,523	185,980	-	-	2,282,932	1,585,562
8223 CACFP Supper	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8291 Title I	310,690	299,542	234,893	281,238	213,116	225,453	115,832	127,811	328,948	353,264	207,936	237,226	182,909	198,346	-	-	1,265,376	1,369,616
8292 Title II	29,060	29,418	28,616	28,970	23,304	23,591	12,666	12,822	35,970	36,414	23,768	24,061	20,263	20,512	-	-	137,677	139,375
8294 Title III	41,756	41,756	28,257	11,783	31,346	31,346	11,783	11,783	43,129	43,129	22,194	22,194	10,754	10,754	-	-	146,089	146,089
8295 Title IV, SSAE	23,814	24,324	17,687	18,066	16,335	16,685	9,744	9,952	26,079	26,637	15,938	16,279	14,019	14,320	-	-	97,538	99,626
8296 Title IV, PCSGP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8297 Facilities Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8299 All Other Federal Revenue	-	1,539,426	-	2,041,755	-	1,534,870	17,771	827,529	17,771	2,362,399	-	1,789,920	13,714	1,114,115	-	-	31,486	8,847,615
<b>Total 8100-8299 - Other Federal Income</b>	<b>1,125,703</b>	<b>2,562,989</b>	<b>1,005,856</b>	<b>2,847,136</b>	<b>832,636</b>	<b>2,179,292</b>	<b>387,849</b>	<b>1,147,690</b>	<b>1,220,486</b>	<b>3,326,981</b>	<b>810,975</b>	<b>2,517,747</b>	<b>595,181</b>	<b>1,666,891</b>	-	-	<b>4,758,199</b>	<b>12,921,744</b>
<b>8300-8599 - Other State Revenue</b>																		
8520 Child Nutrition - State	47,612	31,673	42,917	16,299	35,879	14,819	12,339	5,866	48,218	20,685	32,289	18,236	17,435	11,037	-	-	188,471	97,930
8550 Mandate Block Grant	9,484	9,484	11,534	11,534	7,901	7,899	4,477	4,478	12,377	12,377	10,431	10,431	20,425	20,425	-	-	64,252	64,251
8561 State Lottery - Non Prop 20	84,075	83,050	99,323	96,829	67,118	61,189	38,048	36,678	105,165	97,867	86,355	86,028	72,390	72,486	-	-	447,308	436,260
8562 State Lottery - Prop 20	27,465	33,118	32,445	38,613	21,925	24,400	12,429	14,626	34,354	39,027	28,209	34,306	23,647	28,906	-	-	146,120	173,969
8560 Lottery Revenue	111,540	116,168	131,768	135,441	89,043	85,589	50,476	51,305	139,519	136,893	114,564	120,334	96,037	101,392	-	-	593,428	610,228
8587 State Grant Pass-Through	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8591 SB740	295,637	333,923	-	-	-	-	123,147	123,147	123,147	123,147	-	-	299,926	299,926	-	-	718,710	756,996
8592 State Mental Health	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8593 After School Education & Safety	177,559	203,483	177,559	203,483	177,559	203,483	-	-	177,559	203,483	124,387	203,483	-	-	-	-	657,065	813,931
8594 Supplemental Categorical Block Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8599 State Revenue - Other	422,026	446,546	517,858	560,046	345,289	297,054	205,264	199,178	550,553	496,233	472,152	513,467	382,499	288,630	-	-	2,345,088	2,304,922
<b>Total 8300-8599 - Other State Income</b>	<b>1,063,857</b>	<b>1,141,276</b>	<b>881,636</b>	<b>926,804</b>	<b>655,671</b>	<b>608,844</b>	<b>395,703</b>	<b>383,974</b>	<b>1,051,374</b>	<b>992,818</b>	<b>753,824</b>	<b>865,952</b>	<b>816,323</b>	<b>721,409</b>	-	-	<b>4,567,013</b>	<b>4,648,259</b>
<b>8600-8799 - Other Local Revenue</b>																		
8631 Sale of Equipment & Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8634 Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8650 Leases & Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8660 Interest & Dividend Income	15,000	15,000	10,000	10,000	12,000	12,000	5,000	5,000	17,000	17,000	10,000	10,000	14,000	14,000	-	-	66,000	66,000
8662 Net Increase (Decrease) in Fair Value of Investments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8681 Intra-Agency Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8682 Childcare & Enrichment Program Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8689 All Other Fees & Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8692 Grants	10,000	69,310	100,000	108,000	2,500	47,840	-	53,214	2,500	101,054	-	60,836	-	10,000	-	-	112,500	349,200
8694 In Kind Donations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8695 Contributions & Events	-	32	-	619	-	-	-	12	-	107	-	(220)	-	666	-	-	-	1,204
8696 Other Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8697 E-Rate	13,440	13,440	14,776	14,776	14,776	14,776	14,776	14,776	29,552	29,552	14,776	14,776	16,741	16,741	-	-	89,284	89,284

	CNCA - Burlington		CNCA#2 - Kayne Siart		CNCA#3 - Castellanos		CNCA#3 - Eisner		CNCA#3 - Consolidated		CNCA#4 - Cisneros		CNHS#2 - Dalzell Lance		Central Administration		Camino Nuevo - Consolidated	
	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast
8698 SELPA Grants	-	35,744	-	56,922	-	22,937	-	12,845	-	35,782	-	22,999	-	27,606	-	-	-	179,053
8699 All Other Local Revenue	-	5,373	-	18,984	-	23,146	-	1,834	-	24,980	-	9,040	-	7,086	-	-	-	65,463
8792 Transfers of Apportionments - Special Education	386,128	395,490	456,155	462,320	308,248	286,120	174,739	174,393	482,988	460,513	396,600	411,571	332,463	347,859	-	-	2,054,334	2,077,752
<b>Total 8600-8799 - Other Income-Local</b>	<b>424,568</b>	<b>534,388</b>	<b>580,931</b>	<b>671,621</b>	<b>337,524</b>	<b>406,831</b>	<b>194,515</b>	<b>262,157</b>	<b>532,040</b>	<b>668,988</b>	<b>421,376</b>	<b>529,002</b>	<b>363,204</b>	<b>423,957</b>	-	-	<b>2,322,119</b>	<b>2,827,956</b>
<b>Prior Year Adjustments</b>																		
8999 Other Prior Year Adjustment	-	61,770	-	34,904	-	35,713	-	33,283	-	68,996	-	43,835	-	80,565	-	-	-	290,069
<b>Total Prior Year Adjustments</b>	<b>-</b>	<b>61,770</b>	<b>-</b>	<b>34,904</b>	<b>-</b>	<b>35,713</b>	<b>-</b>	<b>33,283</b>	<b>-</b>	<b>68,996</b>	<b>-</b>	<b>43,835</b>	<b>-</b>	<b>80,565</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>290,069</b>
<b>TOTAL INCOME</b>	<b>9,125,239</b>	<b>10,341,920</b>	<b>10,035,559</b>	<b>11,445,252</b>	<b>7,055,448</b>	<b>7,638,850</b>	<b>3,822,378</b>	<b>4,410,241</b>	<b>10,877,827</b>	<b>12,049,090</b>	<b>8,541,597</b>	<b>10,150,402</b>	<b>8,288,503</b>	<b>9,083,316</b>	-	-	<b>46,868,725</b>	<b>53,069,980</b>
<b>Expense</b>																		
<b>1000 - Certificated Salaries</b>																		
1110 Teachers' Salaries	1,856,591	1,944,054	2,463,353	2,798,283	1,494,941	1,503,948	881,270	895,418	2,376,211	2,399,366	2,308,249	2,512,352	2,037,137	1,941,979	-	-	11,041,541	11,596,035
1120 Teachers' Hourly	-	-	42,000	735	-	-	-	50,478	-	50,478	13,090	-	-	-	-	-	55,090	51,213
1170 Teachers' Salaries - Substitute	53,723	60,508	61,050	42,074	82,510	51,343	24,050	14,979	106,560	66,323	64,750	37,266	51,870	51,870	-	-	337,953	258,040
1175 Teachers' Salaries - Stipend/Extra Duty	105,410	173,935	99,870	165,203	110,450	109,672	28,540	56,430	138,990	166,101	80,120	174,162	103,255	207,515	-	-	527,645	886,916
1211 Certificated Pupil Support - Librarians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1213 Certificated Pupil Support - Guidance & Counseling	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1215 Certificated Pupil Support - Psychologist	69,273	57,626	81,571	68,113	50,956	45,979	30,292	26,085	81,249	72,064	67,462	59,246	62,228	49,596	-	-	361,782	306,645
1299 Certificated Pupil Support - Other	110,963	86,018	204,657	101,703	81,624	68,632	48,523	38,937	130,146	107,569	107,846	88,463	99,678	74,031	-	-	653,291	457,784
1300 Certificated Supervisors' & Administrators' Salaries	505,530	404,376	502,580	466,602	436,923	428,620	298,939	299,651	735,862	728,272	498,610	481,042	644,320	596,366	-	-	2,886,903	2,676,658
1900 Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total 1000 - Certificated Salaries</b>	<b>2,701,489</b>	<b>2,726,518</b>	<b>3,455,081</b>	<b>3,642,713</b>	<b>2,257,404</b>	<b>2,208,194</b>	<b>1,311,614</b>	<b>1,381,979</b>	<b>3,569,018</b>	<b>3,590,173</b>	<b>3,140,127</b>	<b>3,352,532</b>	<b>2,998,488</b>	<b>2,921,356</b>	-	-	<b>15,864,204</b>	<b>16,233,293</b>
<b>2000 - Classified Salaries</b>																		
2111 Instructional Aide & Other Salaries	447,441	476,309	408,968	508,343	342,671	337,189	103,508	114,764	446,178	451,952	588,855	599,391	309,820	213,880	-	-	2,201,262	2,249,875
2121 After School Staff Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2131 Classified Teacher Salaries	161,585	224,035	-	41,636	74,400	38,306	65,150	38,306	139,550	38,306	18,500	-	-	-	-	-	319,635	303,977
2200 Classified Support Salaries	113,209	142,758	142,574	116,785	102,671	100,972	55,785	65,620	158,456	166,592	108,776	108,201	80,127	85,663	-	-	603,142	619,999
2300 Classified Supervisors' & Administrators' Salaries	-	-	-	-	-	-	-	-	-	-	-	3,098	-	45,171	-	-	-	48,269
2400 Classified Office Staff Salaries	211,705	222,619	178,385	201,116	205,625	222,121	142,096	138,699	347,721	360,820	194,110	202,553	218,365	227,429	-	-	1,150,286	1,214,538
2900 Other Classified Salaries	202,264	387,402	221,242	346,569	201,473	336,289	116,296	166,740	317,769	503,029	272,049	411,005	178,050	309,137	-	-	1,191,375	1,957,142
<b>Total 2000 - Classified Salaries</b>	<b>1,136,204</b>	<b>1,453,124</b>	<b>951,169</b>	<b>1,214,450</b>	<b>926,840</b>	<b>1,034,877</b>	<b>482,835</b>	<b>485,822</b>	<b>1,409,674</b>	<b>1,520,699</b>	<b>1,182,290</b>	<b>1,324,247</b>	<b>786,362</b>	<b>881,280</b>	-	-	<b>5,465,700</b>	<b>6,393,799</b>
<b>3000 - Employee Benefits</b>																		
3111 STRS - State Teachers Retirement System	457,092	441,694	584,600	602,311	381,953	355,077	221,925	229,548	603,878	584,625	531,310	551,341	507,344	482,575	-	-	2,684,223	2,662,547
3212 PERS - Public Employee Retirement System	260,304	328,603	217,913	268,796	212,339	236,317	110,617	108,761	322,956	345,078	270,863	291,137	180,155	194,867	-	-	1,252,192	1,428,482
3213 PARS - Public Agency Retirement System	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3311 OASDI - Social Security	70,445	91,307	58,972	75,498	57,464	67,281	29,936	30,100	87,400	97,381	73,302	82,042	48,754	55,438	-	-	338,873	401,666
3331 MED - Medicare	55,647	60,006	63,891	69,619	46,172	46,549	26,020	26,891	72,191	73,440	62,675	67,148	54,880	54,780	-	-	309,284	324,994
3401 H&W - Health & Welfare	322,253	331,573	379,682	336,987	297,972	251,897	108,085	118,987	406,057	370,884	353,643	326,316	316,147	298,934	-	-	1,777,782	1,664,694
3501 SUI - State Unemployment Insurance	47,204	20,677	54,197	23,989	39,166	16,040	22,072	9,266	61,238	25,306	53,166	23,140	46,554	18,955	-	-	262,358	112,067
3601 Workers' Compensation Insurance	47,595	44,050	46,730	50,576	29,531	36,550	20,342	20,597	49,874	57,147	50,820	49,614	42,343	43,443	-	-	237,361	244,830
3751 OPEB, Active Employees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3901 Other Retirement Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3902 Other Benefits	-	(8,150)	-	(3,885)	-	(6,617)	-	776	-	(5,841)	-	(4,929)	-	(11,223)	-	-	-	(34,028)
<b>Total 3000 - Employee Benefits</b>	<b>1,260,539</b>	<b>1,309,762</b>	<b>1,405,985</b>	<b>1,423,892</b>	<b>1,064,597</b>	<b>1,003,093</b>	<b>538,996</b>	<b>544,927</b>	<b>1,603,593</b>	<b>1,548,020</b>	<b>1,395,778</b>	<b>1,385,810</b>	<b>1,196,178</b>	<b>1,137,769</b>	-	-	<b>6,862,074</b>	<b>6,805,252</b>
<b>4000 - Supplies</b>																		
4111 Core Curricula Materials	24,800	359,349	108,300	298,437	16,571	274,210	12,107	122,273	28,678	396,483	27,755	348,841	31,900	54,754	-	-	221,433	1,457,864
4211 Books & Other Reference Materials	1,000	1,823	7,000	10,880	3,325	3,325	375	1,130	3,700	4,455	4,000	5,000	13,000	13,000	-	-	28,700	35,158
4311 Student Materials	48,800	95,937	58,001	103,321	53,247	68,595	29,095	42,117	82,341	110,712	33,328	78,832	51,420	92,420	-	-	273,889	481,222
4351 Office Supplies	18,600	18,600	18,000	21,750	19,200	19,200	12,000	17,000	31,200	36,200	15,600	15,600	18,000	18,000	-	-	101,400	110,150
4371 Custodial Supplies	13,720	41,529	12,000	31,842	21,600	46,742	12,000	32,142	33,600	78,884	18,000	63,142	22,800	42,942	-	-	100,120	258,339
4391 Food (Non Nutrition Program)	11,150	11,150	8,600	11,700	14,000	14,000	9,000	9,000	23,000	23,000	12,567	12,609	11,250	18,950	-	-	66,567	77,400
4392 Uniforms	9,800	9,800	5,000	11,777	8,565	8,205	4,005	3,825	12,570	12,030	4,000	4,000	15,250	15,350	-	-	46,990	52,957
4393 PE & Sports Equipment	4,000	12,000	5,000	10,244	7,000	10,000	4,000	7,000	11,000	17,000	6,000	6,000	2,500	2,500	-	-	28,500	47,744
4395 Before & After School Program Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4399 All Other Supplies	12,190	27,145	17,091	39,795	11,413	26,341	8,551	21,515	19,964	47,856	18,318	32,261	30,024	54,970	-	-	97,587	202,027

	CNCA - Burlington		CNCA#2 - Kayne Siart		CNCA#3 - Castellanos		CNCA#3 - Eisner		CNCA#3 - Consolidated		CNCA#4 - Cisneros		CNHS#2 - Dalzell Lance		Central Administration		Camino Nuevo - Consolidated	
	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast
4390 Other Supplies	37,140	60,095	35,691	73,516	40,978	58,546	25,556	41,340	66,534	99,886	40,885	54,870	59,394	91,770	-	-	239,644	380,137
4411 Non Capitalized Equipment	16,309	79,725	12,409	87,126	18,288	38,129	9,156	33,614	27,444	71,742	15,648	58,132	61,898	119,289	-	-	133,708	416,015
4711 Nutrition Program Food & Supplies	598,524	412,288	530,244	315,419	466,679	284,644	176,667	135,671	643,346	420,315	449,383	291,584	236,661	180,134	-	-	2,458,158	1,619,741
4713 CACFP Supper Food & Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total 4000 - Supplies</b>	<b>758,893</b>	<b>1,069,346</b>	<b>781,645</b>	<b>942,292</b>	<b>639,888</b>	<b>793,391</b>	<b>276,956</b>	<b>425,287</b>	<b>916,843</b>	<b>1,218,678</b>	<b>604,598</b>	<b>916,001</b>	<b>495,073</b>	<b>612,309</b>	-	-	<b>3,557,052</b>	<b>4,758,625</b>
<b>5000 - Operating Services</b>																		
5211 Travel & Conferences	12,000	17,000	60,250	59,250	8,000	10,897	1,597	1,597	9,597	12,494	5,000	2,000	20,620	12,120	-	-	107,467	102,864
5311 Dues & Memberships	9,205	9,055	11,310	11,265	6,497	5,823	3,170	5,088	9,667	10,911	8,210	8,295	16,500	16,940	-	-	54,892	56,465
5451 General Insurance	-	-	-	-	-	-	25,277	25,602	25,277	25,602	-	-	3,904	3,998	-	-	29,181	29,600
5511 Utilities	144,523	133,442	104,466	114,960	142,541	142,541	49,505	52,476	192,046	195,018	127,924	127,924	120,870	110,103	-	-	689,829	681,447
5521 Security Services	40,740	57,404	1,400	2,460	500	1,500	2,300	2,300	2,800	3,800	500	657	5,090	24,187	-	-	50,530	88,508
5531 Housekeeping Services	86,550	124,675	72,000	183,750	106,000	157,700	-	26,934	106,000	184,634	114,300	137,100	66,723	89,783	-	-	445,573	719,942
5599 Other Facility Operations & Utilities	41,237	42,104	44,993	48,441	61,875	64,039	21,685	24,119	83,560	88,159	69,955	69,955	55,841	68,109	-	-	295,586	316,769
5611 School Rent - Private Facility	575,176	593,640	-	-	-	-	218,928	218,928	218,928	218,928	-	-	533,202	552,202	-	-	1,327,306	1,364,770
5613 School Rent - Prop 39	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5619 Other Facility Rentals	8,011	11,458	14,638	14,200	-	3,924	6,908	6,908	6,908	10,832	1,000	3,820	35,866	39,726	-	-	66,423	80,037
5621 Equipment Lease	44,009	44,009	26,459	37,141	38,071	38,071	19,641	19,641	57,712	57,712	30,205	30,205	54,412	56,838	-	-	212,798	225,906
5631 Vendor Repairs	43,000	68,323	30,000	99,000	44,000	44,000	25,000	25,000	69,000	69,000	40,000	60,000	35,000	100,000	-	-	217,000	396,323
5812 Field Trips & Pupil Transportation	16,800	16,800	32,000	11,000	21,465	21,105	17,400	5,400	38,865	26,505	12,000	3,000	48,300	50,079	-	-	147,965	107,384
5821 Legal	-	2,709	-	9,786	-	6,576	-	3,218	-	9,794	15,000	19,000	-	4,594	-	-	15,000	45,883
5823 Audit	-	694	-	1,035	-	554	-	529	-	1,083	-	928	-	597	-	-	-	4,337
5831 Advertisement & Recruitment	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	10,000	10,000	5,000	5,000	5,000	5,000	-	-	30,000	30,000
5841 Contracted Substitute Teachers	-	17,000	-	255,000	-	97,997	-	41,500	-	139,497	-	176,345	1,800	83,240	-	-	1,800	671,082
5842 Special Education Services	330,000	490,478	459,250	422,900	209,000	261,742	104,500	145,375	313,500	407,117	197,500	420,560	185,300	284,000	-	-	1,485,550	2,025,055
5843 Non Public School	-	-	75,185	75,185	-	-	-	-	-	-	2,980	8,680	-	-	-	-	78,165	83,865
5844 After School Services	177,559	203,483	177,559	203,483	177,559	203,483	-	-	177,559	203,483	124,387	203,483	-	-	-	-	657,065	813,931
5849 Other Student Instructional Services	59,280	331,392	-	474,882	-	322,002	-	195,607	-	517,608	8,840	342,894	33,689	483,436	-	-	101,809	2,150,213
5852 Professional Development	18,813	155,142	18,375	162,002	19,675	142,191	19,413	85,933	39,088	228,124	28,250	146,941	3,963	74,387	-	-	108,488	766,595
5854 Nursing & Medical (Non-IEP)	4,100	4,100	6,000	6,000	3,500	6,000	2,500	6,000	6,000	6,500	6,658	6,658	2,000	2,000	-	-	24,758	24,758
5859 All Other Consultants & Services	23,041	101,304	13,946	181,234	36,375	105,345	7,608	39,951	43,983	145,295	33,803	124,479	31,129	140,358	-	-	145,904	692,670
5861 Non Instructional Software	55,664	96,468	61,741	115,881	49,346	81,050	32,369	52,046	81,715	133,096	67,311	89,420	46,751	101,175	-	-	313,182	536,040
5865 Fundraising Cost	-	-	-	110	-	-	-	-	-	-	-	-	-	402	-	-	-	512
5871 District Oversight Fees	65,111	60,415	75,671	69,648	52,296	44,082	28,443	25,831	80,739	69,913	65,554	61,939	65,138	61,905	-	-	352,214	323,820
5872 Special Education Fees (SELPA)	107,190	107,035	126,630	125,122	85,570	77,435	48,508	47,198	134,078	124,633	110,097	111,387	92,292	94,145	-	-	570,287	562,323
5881 Intra-Agency Fees	1,000,487	937,453	1,084,605	987,897	766,046	641,515	421,412	384,107	1,187,458	1,025,622	931,968	880,428	927,906	888,125	-	-	5,132,424	4,719,525
5895 Bad Debt Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5899 All Other Expenses	11,737	11,737	14,482	14,482	11,025	12,582	5,422	6,286	16,447	18,868	11,590	16,815	13,305	13,305	-	-	67,562	75,207
5911 Office Phone	20,616	20,616	9,492	9,492	13,764	9,093	7,966	7,966	21,730	17,059	9,528	9,528	16,716	16,716	-	-	78,082	73,411
5913 Mobile Phone	792	1,320	1,512	2,400	4,020	5,100	1,512	2,280	5,532	7,380	3,600	3,600	840	1,380	-	-	12,276	16,080
5921 Internet	16,800	16,800	18,470	18,470	18,470	18,470	18,470	18,470	36,940	36,940	18,470	18,470	20,926	20,926	-	-	111,605	111,605
5923 Website Hosting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5931 Postage & Shipping	800	8,000	1,250	6,750	3,500	6,500	500	5,300	4,000	11,800	2,000	4,000	5,000	8,000	-	-	13,050	38,550
5999 Other Communications	-	57,321	-	67,684	-	45,828	-	25,927	-	71,754	-	59,052	-	49,193	-	-	-	305,004
<b>Total 5000 - Operating Services</b>	<b>2,918,243</b>	<b>3,746,380</b>	<b>2,546,685</b>	<b>3,795,910</b>	<b>1,884,097</b>	<b>2,579,644</b>	<b>1,095,033</b>	<b>1,509,017</b>	<b>2,979,131</b>	<b>4,088,660</b>	<b>2,051,629</b>	<b>3,152,561</b>	<b>2,448,083</b>	<b>3,456,969</b>	-	-	<b>12,943,770</b>	<b>18,240,480</b>
<b>6000 - Capital Outlay</b>																		
6901 Depreciation Expense	133,720	151,963	613,199	625,544	68,496	82,564	69,967	80,817	138,464	163,382	88,205	111,830	107,140	161,598	-	-	1,080,727	1,214,316
6903 Amortization Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6999 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total 6000 - Capital Outlay</b>	<b>133,720</b>	<b>151,963</b>	<b>613,199</b>	<b>625,544</b>	<b>68,496</b>	<b>82,564</b>	<b>69,967</b>	<b>80,817</b>	<b>138,464</b>	<b>163,382</b>	<b>88,205</b>	<b>111,830</b>	<b>107,140</b>	<b>161,598</b>	-	-	<b>1,080,727</b>	<b>1,214,316</b>
<b>7000 - Other Outgo</b>																		
7438 Interest Expense	-	-	210,583	210,583	-	-	-	-	-	-	-	-	-	-	-	-	-	210,583
<b>Total 7000 - Other Outgo</b>	<b>-</b>	<b>-</b>	<b>210,583</b>	<b>210,583</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>210,583</b>
<b>TOTAL EXPENSE</b>	<b>8,909,089</b>	<b>10,457,091</b>	<b>9,964,346</b>	<b>11,855,383</b>	<b>6,841,322</b>	<b>7,701,763</b>	<b>3,775,402</b>	<b>4,427,848</b>	<b>10,616,723</b>	<b>12,129,611</b>	<b>8,462,627</b>	<b>10,242,981</b>	<b>8,031,324</b>	<b>9,171,281</b>	-	-	<b>45,984,109</b>	<b>53,856,348</b>
<b>NET INCOME</b>	<b>216,150</b>	<b>(115,171)</b>	<b>71,213</b>	<b>(410,131)</b>	<b>214,126</b>	<b>(62,913)</b>	<b>46,977</b>	<b>(17,608)</b>	<b>261,103</b>	<b>(80,521)</b>	<b>78,969</b>	<b>(92,580)</b>	<b>257,180</b>	<b>(87,966)</b>	-	-	<b>884,615</b>	<b>(786,368)</b>

	CNCA - Burlington		CNCA#2 - Kayne Siart		CNCA#3 - Castellanos		CNCA#3 - Eisner		CNCA#3 - Consolidated		CNCA#4 - Cisneros		CNHS#2 - Dalzell Lance		Central Administration		Camino Nuevo - Consolidated	
	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast	2021-22 Budget - Approved	2021-22 Forecast
<b>Beginning Cash Balance</b>	2,227,459	3,033,269	971,644	1,677,764	1,227,768	2,000,901	1,802,564	2,032,231	3,030,333	4,033,132	1,172,258	1,849,639	668,193	1,866,820	21,442	1,417,249	8,091,327	13,877,874
<b>Cash Flow from Operating Activities</b>																		
Net Income	216,150	(115,171)	71,213	(410,131)	214,126	(62,913)	46,977	(17,608)	261,103	(80,521)	78,969	(92,580)	257,180	(87,966)	-	-	884,615	(786,368)
Change in Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Prior Year Accounts Receivable	1,979,895	1,297,747	2,106,104	1,550,032	1,578,042	974,224	796,606	644,569	2,374,648	1,618,793	1,894,225	1,410,778	1,839,838	2,198,714	-	-	10,194,709	8,076,064
Current Year Accounts Receivable	(2,475,412)	(1,434,868)	(2,327,299)	(1,783,661)	(1,669,828)	(1,391,685)	(992,812)	(844,488)	(2,662,640)	(2,236,173)	(1,941,711)	(1,314,713)	(2,688,370)	(1,132,991)	-	-	(12,095,433)	(7,902,406)
Change in Due from	-	1,543	-	1,999	-	0	-	41	-	41	-	-	-	(939)	-	(80)	-	2,564
Change in Accounts Payable	(18,904)	27,532	(21,873)	(7,414)	(16,743)	(9,842)	(7,439)	7,763	(24,182)	(2,079)	(18,908)	(11,024)	(15,499)	(294,222)	(2,027)	963	(101,393)	(286,244)
Change in Due to	(818)	376,754	(1,141)	440,822	(742)	258,870	(486)	111,057	(1,227)	369,927	(1,036)	309,157	(730)	(445,228)	-	(1,388,672)	(4,952)	(337,241)
Change in Accrued Vacation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Payroll Liabilities	-	104,302	-	113,180	-	69,199	-	44,319	-	113,518	-	113,640	-	53,774	-	46,187	-	544,603
Change in Prepaid Expenditures	(102,801)	(2,999)	(45,354)	(1,736)	(54,060)	(26,889)	(45,084)	(2,078)	(99,143)	(28,967)	(26,782)	(613)	(99,018)	(2,824)	(15,000)	94,872	(388,098)	57,733
Change in Deposits	-	(500)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(500)
Change in Deferred Revenue	-	(232,704)	-	(368,840)	-	(187,662)	-	(104,924)	-	(292,586)	-	(315,342)	-	(369,990)	-	-	-	(1,579,462)
Depreciation Expense	133,720	151,963	613,199	625,544	68,496	82,564	69,967	80,817	138,464	163,382	88,205	111,830	107,140	161,598	-	-	1,080,727	1,214,316
<b>Cash Flow from Investing Activities</b>																		
Capital Expenditures	(1,540)	(112,276)	(11,000)	(89,146)	-	(14,816)	(1,500)	(45,749)	(1,500)	(60,565)	-	(71,087)	-	(139,817)	-	-	(14,040)	(472,890)
<b>Cash Flow from Financing Activities</b>																		
Source - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Use - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Source - Loans	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Use - Loans	-	-	(388,810)	(388,810)	-	-	-	-	-	-	-	-	-	-	-	-	(388,810)	(388,810)
<b>Ending Cash Balance</b>	1,957,749	3,094,592	966,681	1,359,603	1,347,062	1,691,951	1,668,793	1,905,951	3,015,855	3,597,902	1,245,219	1,989,686	68,733	1,806,929	4,415	170,519	7,258,652	12,019,231



## CAMINO NUEVO CHARTER ACADEMY

### Financial Analysis

### February 2022

#### Net Income

Camino Nuevo Charter Academy is projected to achieve a net loss of (\$786K) in FY21-22 compared to \$885K in the board approved budget. Reasons for this negative \$1.67M variance are explained below in the Income Statement section of this analysis.

#### Balance Sheet

As of February 28, 2022, the school's cash balance was \$17.04M. By June 30, 2022, the school's cash balance is projected to be \$12.02M, which represents a 23% reserve.

As of February 28, 2022, the Accounts Receivable balance was \$53K, down from \$96K in the previous month, due to the receipt of revenue earned in FY20-21.

As of February 28, 2022, the Accounts Payable balance, including payroll liabilities, totaled \$1.68M.

As of February 28, 2022, CNCA had a debt balance of \$10.43M. An additional \$195K will be paid this fiscal year. Debt balance is related to 3rd St/Prop 55 Long-Term loan due back to the State.

#### Income Statement

##### *Revenue*

Total revenue for FY21-22 is projected to be \$53.07M, which is \$6.20M or 13.2% over budgeted revenue of \$46.87M.

**Local Control Funding Formula Sources:** Due to decreased enrollment and ADA, LCFF Sources are projected to be \$2.8M under budget.

**Object Code 8221:** Federal Nutrition Revenue is expected to be \$697K under budget. Due to participation rates for the school nutrition program being lower than budgeted. Reduced revenue is partially offset by decreased nutrition food expenses (**Object 4711**).

**Object Code 8299:** All Other Federal Revenue is expected to be \$8.8M over budget due to the inclusion of GEER, ESSER I, ESSER II, and ESSER III spending plans. Revenue is offset by increased expenses.

**Object Code 8593:** After School Education and Safety (ASES) funding is expected to be \$157K over budget due to Cisneros being awarded the full grant which had been reduced in prior years. In addition, ASES funding for all charters increased by 14.6%. This is offset by increased ASES third party provider costs (**Object 5844**).

*This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$100,000 and 10%.*



**Object Code 8692:** Grant revenue is expected to be \$237K over budget based on UnidosUS grants received across the charters as well as a \$25k grant received by Eisner from The Angelo Family Charitable Foudation and a \$186K grant received from New Ventures Fund.

**Object Code 8698:** SELPA Grants are projected to be \$179K over budget based on STEP & Impact grants awarded to the charter schools.

**Object Code 8999:** Prior Year revenue is expected to \$290K over largely due to \$186K of COVID one-time funds received for the nutrition program and \$83K of SB740 adjustments from final apportionments and \$20K of SMAA funds received.

### *Expenses*

Total expenses for FY21-22 are projected to be \$53.86M, which is \$7.87M or 17.1% over budgeted expenditures of \$45.98M.

**Object Code 1110:** Teacher Salaries is projected to be \$554K over budget as a result of additional intervention teacher positions added with ESSER funds as well as increased teacher costs based on final teacher bargaining agreement.

**Object Code 1175:** Teacher Stipends expense is projected to be \$359K over budget largely as result of FY21-22 Recognition Stipends given to all returning teachers. In addition, Dalzell Lance increased their intervention program for both summer and Saturday school. These increases are funded by ESSER or Expanded Learning Oportunity funds (ELO).

**Object Code 1299:** Certificated Pupil Support expense is projected to be \$196K under budget as a result of multiple open positions for the SPED Program.

**Object Code 2900:** Other Classified salaries are projected to be \$766K over budget. This is related to additional positions added with ESSER funds as well as Health Clerks added across the sites with LACOE COVID funds.

**Object Code 3112:** PERS expense is projected to be \$176K over budget as a result of increased classified salaries being funded by one-time funds.

**Object Code 3501:** State Unemployment Insurance expense is projected to be \$150K under budget based on final SUI percentage decreasing from 1.23% to 0.50%.

Additional one-time funds were used to cover expenses in the following budget line items:

- **Object Code 4111:** Core Curricula Materials are \$1.2M over budget. This includes new curriculum across all charter schools.
- **Object Code 4311:** Student Materials are \$207K over budget. This includes addition of student software.
- **Object Code 4371:** Custodial Supplies are \$158K over budget due to increased COVID related cleaning materials.
- **Object Code 4390:** Other Supplies are \$140K over budget. This includes personal protective equipment (PPE) as well as COVID tests.
- **Object Code 4411:** Non Capitalized Equipment is \$282K over budget due to planned technology purchases

*This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$100,000 and 10%.*



**20 YEARS OF EXCELLENCE**

- **Object Code 5841:** Contracted Substitute Teachers expense is \$669K over budget.
- **Object Code 5849:** Other Student Instructional Services expense is \$2.0M over budget. This includes Independent Study for the first school semester as well as Mental Health Program Fee.
- **Object Code 5852:** Professional Development expense \$658K over budget.
- **Object Code 5859:** All Other Consultants & Services is \$547K over budget. This includes COVID coordinator expenses across all sites as well as increased technology services.
- **Object Code 5999:** Other Communications expense is \$305K over budget. This includes student hotspots for the school year.
- **Object Code 6901:** Depreciation expense is \$134K over budget. This includes depreciation for increased capital equipment purchases being made.

**Object Code 4711:** Nutrition Program Food expense is projected to be \$838K under budget due to lower participation rates in the school nutrition program. This is offset by decreased nutrition revenue (**Object Code 8220, 8520**).

**Object Code 5531:** Housekeeping Services expense is projected to be \$274K over budget due to increased school maintenance costs and the need to outsource custodial services for staff shortages and custodians being out.

**Object Code 5631:** Vendor Repairs are projected to be \$179K over budget due to increased HVAC and other facility repairs.

**Object Code 5842:** Special Education Services expense is projected to be \$540K over budget based on current expenditure trend. This is largely due to usage of SPED services and substitutes to cover for open positions.

**Object Code 5844:** After School Services expense is projected to be \$157K over budget. As mentioned above, this is related to Cisneros grant increase as well as an overall increase in funding.

**Object Code 5861:** Non Instructional Software expense is \$223K over budget due to additional programs purchased across the school sites.

## ADA

Budgeted average ADA for FY21-22 is 2982.05 based on an enrollment of 3139 and a 95.0% attendance rate.

The forecast assumes an ADA of 2644.83 based on an enrollment of 3019 and an 87.0% attendance rate.

In Month 7, ADA was 2743.56 with 3015 students enrolled at the end of the month and a 89.9% ADA rate.

Average ADA for the year (through Month 7) is 2628.98 (an 86.5% ADA rate for the year to date).

*This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$100,000 and 10%.*





**CAMINO NUEVO CHARTER ACADEMY**  
 2021-22 Cash Flow Forecast  
 Prepared by EXED. For use by EXED and EXED clients only. © 2021 EXED

		Actuals as of 2/28/2022																						
		# of months remaining in FY																						
		12	11	10	9	8	7	6	5	4	3	2	1											
State Schedule:		P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-1	P-1	P-1	P-1											
District Schedule:		P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-1	P-1	P-1	P-1												
																	FORECAST			Budget Variance				
		2021-22		ACTUAL															Jul-21 - Jun-22		Better / (Worse)		% Better / (Worse)	
		Budget	Trend	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Accrual								
5451	General Insurance	29,181	29,600	14,043	-	-	-	-	3,998	-	11,559	-	0	0	0	-	29,600	(419)	-1%					
5511	Utilities	689,829	681,447	984	23,922	38,703	34,536	20,011	106,129	14,128	98,453	56,235	88,722	88,722	88,722	22,179	681,447	8,382	1%					
5521	Security Services	50,530	88,508	5,682	-	1,403	(412)	142	32,210	2,862	7,171	17,726	7,242	7,242	7,242	-	88,508	(37,978)	-75%					
5531	Housekeeping Services	445,573	719,942	39,854	45,008	39,655	48,626	62,914	69,702	67,776	48,729	73,349	74,776	74,776	74,776	-	719,942	(274,369)	-62%					
5599	Other Facility Operations & Utilities	295,586	316,769	27,889	10,844	19,826	16,694	36,987	37,391	19,038	33,991	26,339	29,256	29,256	29,256	-	316,769	(21,183)	-7%					
5611	School Rent - Private Facility	1,327,306	1,364,770	213,043	106,676	106,004	106,491	87,580	106,303	125,561	156,574	112,795	121,872	121,872	-	-	1,364,770	(37,464)	-3%					
5613	School Rent - Prop 39	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
5619	Other Facility Rentals	66,423	80,037	958	6,180	-	360	8,058	11,223	3,306	(1,562)	8,530	14,327	14,327	14,327	-	80,037	(13,614)	-20%					
5621	Equipment Lease	212,798	225,906	11,325	3,142	602	1,129	51	34,529	19,034	984	42,427	37,561	37,561	37,561	-	225,906	(13,108)	-6%					
5631	Vendor Repairs	217,000	396,323	24,473	41,811	35,794	29,141	16,194	45,846	66,796	24,385	47,763	21,373	21,373	21,373	-	396,323	(179,323)	-83%					
5812	Field Trips & Pupil Transportation	147,965	107,384	-	900	-	1,800	-	4,134	1,800	3,112	29,554	22,028	22,028	22,028	-	107,384	40,581	27%					
5821	Legal	15,000	19,000	74	2,000	-	6,561	-	18,102	793	12,373	5,913	17	17	17	17	45,883	(30,883)	-206%					
5823	Audit	-	-	-	-	4,337	-	-	-	-	-	-	-	-	-	-	-	4,337	(4,337)	100%				
5831	Advertisement & Recruitment	30,000	30,000	2,051	-	-	-	-	-	3,695	4,397	819	6,346	6,346	6,346	-	30,000	-	-					
5841	Contracted Substitute Teachers	1,800	671,082	-	61,486	78,315	118,702	90,586	105,615	61,798	68,962	84,701	229	229	229	229	671,082	(669,282)	-37182%					
5842	Special Education Services	1,485,550	2,025,055	72,528	100,184	77,054	45,594	80,248	275,722	67,942	333,759	67,942	191,354	191,354	191,354	191,354	2,025,055	(539,505)	-36%					
5843	Non Public School	78,165	83,865	-	3,836	-	-	1,293	16,934	7,194	13,503	7,169	8,484	8,484	8,484	8,484	83,865	(5,700)	-7%					
5844	After School Services	657,065	813,931	11,500	-	-	202,417	106,879	-	77,323	154,647	73,365	62,600	62,600	62,600	-	813,931	(156,866)	-24%					
5849	Other Student Instructional Services	101,809	2,150,213	-	-	915,970	291,750	52,509	29,309	0	348,633	57,496	222,009	116,268	116,268	-	2,150,213	(2,048,404)	-2012%					
5852	Professional Development	108,488	766,595	38,740	39,113	2,522	69,433	4,958	61,485	250	6,330	119,203	141,521	141,521	141,521	-	766,595	(658,107)	-607%					
5854	Nursing & Medical (Non-IEP)	24,758	24,758	358	-	-	-	-	-	-	-	5,241	6,387	6,387	6,387	-	24,758	-	-					
5859	All Other Consultants & Services	145,904	692,670	129,421	6,479	9,176	1,254	11,555	7,332	84,240	23,107	111,190	102,973	102,973	102,973	-	692,670	(546,767)	-375%					
5861	Non Instructional Software	313,182	536,040	219,958	28,070	74,439	25,403	25,447	59,665	7,375	37,186	36,451	(2,257)	12,152	12,152	-	536,040	(222,858)	-71%					
5865	Fundraising Cost	-	402	-	-	-	-	-	100	302	110	-	0	0	0	-	512	(512)	100%					
5871	District Oversight Fees	352,214	323,820	20,048	40,093	26,729	4,874	26,729	48,583	26,729	46,776	20,815	20,815	20,815	20,815	-	323,820	28,394	8%					
5872	Special Education Fees (SELPA)	570,287	562,323	34,120	68,240	45,496	10,974	57,276	88,416	48,724	85,264	34,846	34,846	34,846	34,846	(15,572)	562,323	7,965	1%					
5881	Intra-Agency Fees	5,132,424	4,719,525	-	-	1,269,574	-	-	-	-	1,028,257	605,424	605,424	605,424	605,424	-	4,719,525	412,899	8%					
5895	Bad Debt Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
5899	All Other Expenses	67,562	75,207	3,269	1,169	1,035	3,853	28,341	5,109	11,663	9,930	2,328	2,837	2,837	2,837	-	75,207	(7,645)	-11%					
5911	Office Phone	78,082	73,411	4,459	1,347	5,515	5,758	7,340	9,521	1,384	5,503	7,180	8,468	8,468	8,468	-	73,411	4,671	6%					
5913	Mobile Phone	12,276	16,080	1,443	-	1,436	2,886	1,462	1,351	912	1,529	1,375	1,229	1,229	1,229	-	16,080	(3,804)	-31%					
5921	Internet	111,605	111,605	1,821	-	7,185	-	-	-	6,360	-	23,161	24,359	24,359	24,359	-	111,605	(0)	-					
5923	Website Hosting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
5931	Postage & Shipping	13,050	38,550	900	2,242	3,831	5,420	2,786	3,209	(488)	2,639	2,101	5,303	5,303	5,303	-	38,550	(25,500)	-195%					
5999	Other Communications	-	305,004	41,934	266	23,920	266	23,746	23,731	23,542	63,670	23,313	26,872	26,872	26,872	-	305,004	(305,004)	100%					
<b>Total 5000 - Operating Services</b>		<b>12,943,770</b>	<b>18,209,151</b>	<b>941,724</b>	<b>592,108</b>	<b>2,800,471</b>	<b>1,035,045</b>	<b>785,534</b>	<b>1,212,031</b>	<b>889,022</b>	<b>2,365,321</b>	<b>1,972,592</b>	<b>1,919,258</b>	<b>1,827,926</b>	<b>1,692,759</b>	<b>206,691</b>	<b>18,240,480</b>	<b>(5,296,710)</b>	<b>-41%</b>					
<b>6000 - Capital Outlay</b>																								
6901	Depreciation Expense	1,080,727	1,236,495	99,088	99,023	99,277	99,382	98,274	99,894	99,662	100,718	105,002	104,522	104,822	104,653	-	1,214,316	(133,589)	-12%					
6903	Amortization Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
6999	Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
<b>Total 6000 - Capital Outlay</b>		<b>1,080,727</b>	<b>1,236,495</b>	<b>99,088</b>	<b>99,023</b>	<b>99,277</b>	<b>99,382</b>	<b>98,274</b>	<b>99,894</b>	<b>99,662</b>	<b>100,718</b>	<b>105,002</b>	<b>104,522</b>	<b>104,822</b>	<b>104,653</b>	<b>-</b>	<b>1,214,316</b>	<b>(133,589)</b>	<b>-12%</b>					
<b>7000 - Other Outgo</b>																								
7438	Interest Expense	210,583	210,583	-	-	108,174	(1,915)	-	-	-	-	104,324	-	-	-	-	210,583	-	-					
<b>Total 7000 - Other Outgo</b>		<b>210,583</b>	<b>210,583</b>	<b>-</b>	<b>-</b>	<b>108,174</b>	<b>(1,915)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>104,324</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>210,583</b>	<b>-</b>	<b>-</b>					
<b>TOTAL EXPENSE</b>		<b>45,984,109</b>	<b>56,056,229</b>	<b>2,265,090</b>	<b>4,043,059</b>	<b>5,835,993</b>	<b>3,557,094</b>	<b>3,500,301</b>	<b>5,443,436</b>	<b>3,410,061</b>	<b>5,111,054</b>	<b>5,418,357</b>	<b>5,018,386</b>	<b>4,967,910</b>	<b>4,725,188</b>	<b>560,419</b>	<b>53,856,348</b>	<b>(7,872,239)</b>	<b>-17%</b>					
<b>NET INCOME</b>		<b>884,615</b>	<b>(2,987,483)</b>	<b>1,038,734</b>	<b>(767,628)</b>	<b>(1,013,601)</b>	<b>(879,047)</b>	<b>(1,226,287)</b>	<b>3,193,202</b>	<b>1,023,894</b>	<b>(2,898,924)</b>	<b>(2,369,502)</b>	<b>2,652,379</b>	<b>(2,511,409)</b>	<b>(2,255,400)</b>	<b>5,227,222</b>	<b>(786,368)</b>	<b>(1,670,984)</b>	<b>-189%</b>					
<b>Operating Income</b>		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	427,948	-	-					
<b>EBITDA</b>		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	638,531	-	-					
<b>Beginning Cash Balance</b>		-	13,000,903	13,877,874	14,013,696	19,836,143	21,434,986	18,124,425	17,270,564	20,256,534	21,497,141	17,035,785	13,627,755	16,385,258	13,985,255	12,019,231	13,877,874	-	-					
<b>Cash Flow from Operating Activities</b>																								
Net Income		-	(2,987,483)	1,038,734	(767,628)	(1,013,601)	(879,047)	(1,226,287)	3,193,202	1,023,894	(2,898,924)	(2,369,502)	2,652,379	(2,511,409)	(2,255,400)	5,227,222	(786,368)	-	-					
Change in Accounts Receivable		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
Prior Year Accounts Receivable		-	7,506,841	911,790	5,819,699	793,819	438,369	-	14,545	2,325	42,980	19,140	603	32,794	-	-	8,076,064	-	-					
Current Year Accounts Receivable		-	(7,902,406)	-	-	-	-	-	-	-	-	-	-	-	-	(7,902,406)	(7,902,406)	-	-					
Change in Due from		-	-	(236,282)	(155,997)	57,467	197,975	299,230	(161,094)	(3,744)	(64,194)	68,893	-	311	-	-	2,564	-	-					
Change in Accounts Payable		-	(286,244)	(147,942)	348,158	2,010,910	(3,090,012)	(30,031)	(63,097)	93,788	(5,910)	(352,924)	-	-	374,826	575,991	(286,244)	-	-					

**CAMINO NUEVO CHARTER ACADEMY**  
 2021-22 Cash Flow Forecast  
 Prepared by EXED. For use by EXED and EXED clients only. © 2021 EXED

		Actuals as of 2/28/2022																
		# of months remaining in FY																
		12	11	10	9	8	7	6	5	4	3	2	1					
State Schedule:		P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-1	P-1	P-1	P-1					
District Schedule:		P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-1	P-1	P-1	P-1						
	2021-22	ACTUAL													FORECAST		Budget Variance	
	Budget	Trend	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Accrual	Jul-21 - Jun-22	Better / (Worse)	% Better / (Worse)
Change in Due to	(337,241)		159,504	97,902	(560,227)	(59,099)	-	14,724	128,254	(1,532,907)	(683,265)	-	(1,321)	-	2,099,194	(337,241)		
Change in Accrued Vacation	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Change in Payroll Liabilities	544,603		(332,074)	410,211	467,027	19,649	11,248	2,830	(36,784)	2,496	-	-	-	-	-	544,603		
Change in Prepaid Expenditures	57,733		295,176	-	(13,763)	-	(1,634)	(18,152)	(131)	(13,660)	-	-	-	(190,102)	-	57,733		
Change in Deposits	(500)		-	-	-	-	-	-	-	(500)	-	-	-	-	-	(500)		
Change in Deferred Revenue	(1,579,462)		(1,579,462)	-	-	-	-	-	-	-	-	-	-	-	-	(1,579,462)		
Depreciation Expense	1,214,316		99,088	99,023	99,277	99,382	98,274	99,894	99,662	100,718	105,002	104,522	104,822	104,653	-	1,214,316		
<b>Cash Flow from Investing Activities</b>			-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Capital Expenditures	(472,890)		(72,709)	(28,922)	(50,544)	(35,863)	(4,660)	(96,881)	(66,657)	(91,455)	-	-	(25,200)	-	-	(472,890)		
<b>Cash Flow from Financing Activities</b>			-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Source - Sale of Receivables	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Use - Sale of Receivables	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Source - Loans	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Use - Loans	(388,810)		-	-	(191,523)	(1,915)	-	-	-	-	(195,372)	-	-	-	-	(388,810)		
<b>Ending Cash Balance</b>	<b>8,369,359</b>		<b>14,013,696</b>	<b>19,836,143</b>	<b>21,434,986</b>	<b>18,124,425</b>	<b>17,270,564</b>	<b>20,256,534</b>	<b>21,497,141</b>	<b>17,035,785</b>	<b>13,627,755</b>	<b>16,385,258</b>	<b>13,985,255</b>	<b>12,019,231</b>	<b>12,019,231</b>	<b>12,019,231</b>		

## Cover Sheet

### FY21-22 LAUSD First Interim for CNCA, CNCA#2, CNCA#3, CNCA#4, and CNHS#2.

**Section:** VII. FY21-22 LAUSD First Interim for CNCA, CNCA#2, CNCA#3, CNCA#4, and CNHS#2.  
**Item:** A. FY21-22 LAUSD First Interim for CNCA, CNCA#2, CNCA#3, CNCA#4, and CNHS#2.  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** CNCA - FY21-22 - First Interim - Form 62.pdf  
CNCA#2 - FY21-22 - First Interim - Form 62.pdf  
CNCA#3 - FY21-22 - First Interim - Form 62.pdf  
CNCA#4 - FY21-22 - First Interim - Form 62.pdf  
CNHS#2 - FY21-22 - First Interim - Form 62.pdf

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	6,511,110.95	6,511,110.95	1,912,426.00	6,240,612.35	(270,498.60)	-4.2%
2) Federal Revenue		8100-8299	1,125,702.53	1,125,702.53	435,534.22	2,825,759.85	1,700,057.32	151.0%
3) Other State Revenue		8300-8599	1,063,857.38	1,063,857.38	248,585.51	1,134,429.26	70,571.88	6.6%
4) Other Local Revenue		8600-8799	424,568.45	424,568.45	170,797.53	485,143.63	60,575.18	14.3%
5) TOTAL, REVENUES			9,125,239.31	9,125,239.31	2,767,343.26	10,685,945.09		
<b>B. EXPENSES</b>								
1) Certificated Salaries		1000-1999	2,701,489.10	2,701,489.10	818,519.26	2,796,764.43	(95,275.33)	-3.5%
2) Classified Salaries		2000-2999	1,136,204.28	1,136,204.28	419,331.34	1,461,054.29	(324,850.01)	-28.6%
3) Employee Benefits		3000-3999	1,260,539.31	1,260,539.31	345,815.21	1,390,357.15	(129,817.84)	-10.3%
4) Books and Supplies		4000-4999	758,893.21	758,893.21	279,536.07	1,287,731.87	(528,838.66)	-69.7%
5) Services and Other Operating Expenses		5000-5999	2,918,242.93	2,918,242.93	1,102,323.10	3,674,378.71	(756,135.78)	-25.9%
6) Depreciation and Amortization		6000-6999	133,720.19	133,720.19	49,411.32	152,140.79	(18,420.60)	-13.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			8,909,089.02	8,909,089.02	3,014,936.30	10,762,427.24		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			216,150.29	216,150.29	(247,593.04)	(76,482.15)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	(0.01)	(0.01)	New
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	(0.01)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			216,150.29	216,150.29	(247,593.04)	(76,482.16)		
<b>F. NET POSITION</b>								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	4,934,933.99	4,934,933.99		5,362,375.09	427,441.10	8.7%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,934,933.99	4,934,933.99		5,362,375.09		
d) Other Restatements		9795	324,940.87	324,940.87		0.02	(324,940.85)	-100.0%
e) Adjusted Beginning Net Position (F1c + F1d)			5,259,874.86	5,259,874.86		5,362,375.11		
2) Ending Net Position, June 30 (E + F1e)			5,476,025.15	5,476,025.15		5,285,892.95		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	1,180,186.43	1,180,186.43		1,263,715.19		
b) Restricted Net Position		9797	0.00	0.00		0.00		
c) Unrestricted Net Position		9790	4,295,838.72	4,295,838.72		4,022,177.76		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	3,856,871.42	3,856,871.42	1,053,022.00	3,459,908.12	(396,963.30)	-10.3%
Education Protection Account State Aid - Current Year		8012	1,059,319.96	1,059,319.96	309,819.00	1,256,465.35	197,145.39	18.6%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	1,594,919.57	1,594,919.57	549,585.00	1,524,238.88	(70,680.69)	-4.4%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>6,511,110.95</b>	<b>6,511,110.95</b>	<b>1,912,426.00</b>	<b>6,240,612.35</b>	<b>(270,498.60)</b>	<b>-4.2%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	570,560.88	570,560.88	12,845.00	617,413.23	46,852.35	8.2%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	149,821.65	149,821.65	50,086.00	138,907.79	(10,913.86)	-7.3%
Title I, Part A, Basic	3010	8290	310,690.00	310,690.00	77,144.00	299,542.00	(11,148.00)	-3.6%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	29,060.00	29,060.00	0.00	29,418.00	358.00	1.2%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	41,756.00	41,756.00	0.00	41,756.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3045, 3060, 3061, 3150, 3155, 3180, 3182, 4037, 4124, 4126, 4127, 4128, 5630	8290	23,814.00	23,814.00	5,755.00	24,324.00	510.00	2.1%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	289,704.22	1,674,398.83	1,674,398.83	New
<b>TOTAL, FEDERAL REVENUE</b>			<b>1,125,702.53</b>	<b>1,125,702.53</b>	<b>435,534.22</b>	<b>2,825,759.85</b>	<b>1,700,057.32</b>	<b>151.0%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	47,611.65	47,611.65	894.63	50,191.72	2,580.07	5.4%
Mandated Costs Reimbursements		8550	9,484.26	9,484.26	0.00	9,484.26	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	111,539.50	111,539.50	1,804.78	121,092.10	9,552.60	8.6%
After School Education and Safety (ASES)	6010	8590	177,559.20	177,559.20	0.00	203,482.84	25,923.64	14.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Charter School Facility Grant	6030	8590	295,636.77	295,636.77	34,049.25	344,320.95	48,684.18	16.5%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	422,026.00	422,026.00	211,836.85	405,857.39	(16,168.61)	-3.8%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>1,063,857.38</b>	<b>1,063,857.38</b>	<b>248,585.51</b>	<b>1,134,429.26</b>	<b>70,571.88</b>	<b>6.6%</b>
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	15,000.00	15,000.00	2,906.71	15,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	386,128.45	386,128.45	147,655.00	412,786.26	26,657.81	6.9%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	23,440.00	23,440.00	20,235.82	57,357.37	33,917.37	144.7%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments								
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>424,568.45</b>	<b>424,568.45</b>	<b>170,797.53</b>	<b>485,143.63</b>	<b>60,575.18</b>	<b>14.3%</b>
<b>TOTAL, REVENUES</b>			<b>9,125,239.31</b>	<b>9,125,239.31</b>	<b>2,767,343.26</b>	<b>10,685,945.09</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	2,015,723.50	2,015,723.50	618,455.76	2,167,588.33	(151,864.83)	-7.5%
Certificated Pupil Support Salaries		1200	180,235.46	180,235.46	42,555.42	159,785.34	20,450.12	11.3%
Certificated Supervisors' and Administrators' Salaries		1300	505,530.14	505,530.14	157,508.08	469,390.76	36,139.38	7.1%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>2,701,489.10</b>	<b>2,701,489.10</b>	<b>818,519.26</b>	<b>2,796,764.43</b>	<b>(95,275.33)</b>	<b>-3.5%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	609,025.99	609,025.99	197,438.29	727,834.42	(118,808.43)	-19.5%
Classified Support Salaries		2200	113,208.75	113,208.75	48,492.59	139,748.80	(26,540.05)	-23.4%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	211,705.34	211,705.34	76,201.64	219,801.90	(8,096.56)	-3.8%
Other Classified Salaries		2900	202,264.20	202,264.20	97,198.82	373,669.17	(171,404.97)	-84.7%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>1,136,204.28</b>	<b>1,136,204.28</b>	<b>419,331.34</b>	<b>1,461,054.29</b>	<b>(324,850.01)</b>	<b>-28.6%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	457,091.96	457,091.96	128,158.48	462,877.56	(5,785.60)	-1.3%
PERS		3201-3202	260,304.41	260,304.41	90,070.22	328,728.93	(68,424.52)	-26.3%
OASDI/Medicare/Alternative		3301-3302	126,091.21	126,091.21	44,675.92	153,052.28	(26,961.07)	-21.4%
Health and Welfare Benefits		3401-3402	322,252.73	322,252.73	57,741.70	369,384.42	(47,131.69)	-14.6%
Unemployment Insurance		3501-3502	47,203.62	47,203.62	6,139.01	21,238.87	25,964.75	55.0%
Workers' Compensation		3601-3602	47,595.38	47,595.38	19,160.89	55,206.10	(7,610.72)	-16.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	(131.01)	(131.01)	131.01	New
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>1,260,539.31</b>	<b>1,260,539.31</b>	<b>345,815.21</b>	<b>1,390,357.15</b>	<b>(129,817.84)</b>	<b>-10.3%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	24,800.00	24,800.00	81,969.37	324,800.00	(300,000.00)	-1209.7%
Books and Other Reference Materials		4200	1,000.00	1,000.00	1,247.22	1,247.22	(247.22)	-24.7%
Materials and Supplies		4300	118,260.00	118,260.00	47,655.15	189,464.67	(71,204.67)	-60.2%
Noncapitalized Equipment		4400	16,309.00	16,309.00	33,819.05	96,725.00	(80,416.00)	-493.1%
Food		4700	598,524.21	598,524.21	114,845.28	675,494.98	(76,970.77)	-12.9%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>758,893.21</b>	<b>758,893.21</b>	<b>279,536.07</b>	<b>1,287,731.87</b>	<b>(528,838.66)</b>	<b>-69.7%</b>
<b>SERVICES AND OTHER OPERATING EXPENSES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	12,000.00	12,000.00	47.93	17,000.00	(5,000.00)	-41.7%
Dues and Memberships		5300	9,205.00	9,205.00	5,650.82	9,115.00	90.00	1.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	313,050.31	313,050.31	81,830.35	338,414.60	(25,364.29)	-8.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	670,196.65	670,196.65	261,571.74	688,660.65	(18,464.00)	-2.8%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,874,782.97	1,874,782.97	733,110.32	2,517,659.21	(642,876.24)	-34.3%
Communications		5900	39,008.00	39,008.00	20,111.94	103,529.25	(64,521.25)	-165.4%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENSES</b>			<b>2,918,242.93</b>	<b>2,918,242.93</b>	<b>1,102,323.10</b>	<b>3,674,378.71</b>	<b>(756,135.78)</b>	<b>-25.9%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>DEPRECIATION AND AMORTIZATION</b>								
Depreciation Expense		6900	133,720.19	133,720.19	49,411.32	152,140.79	(18,420.60)	-13.8%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, DEPRECIATION AND AMORTIZATION</b>			133,720.19	133,720.19	49,411.32	152,140.79	(18,420.60)	-13.8%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers Out								
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EXPENSES</b>			8,909,089.02	8,909,089.02	3,014,936.30	10,762,427.24		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	(0.01)	(0.01)	New
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	(0.01)	(0.01)	New
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.00	(0.01)		



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFE Sources		8010-8099	7,567,136.11	7,567,136.11	2,141,854.00	7,249,658.82	(317,477.29)	-4.2%
2) Federal Revenue		8100-8299	1,005,856.15	1,005,856.15	479,040.41	2,840,573.20	1,834,717.05	182.4%
3) Other State Revenue		8300-8599	881,635.84	881,635.84	268,616.23	905,966.75	24,330.91	2.8%
4) Other Local Revenue		8600-8799	580,931.08	580,931.08	231,782.97	600,273.43	19,342.35	3.3%
5) TOTAL, REVENUES			10,035,559.18	10,035,559.18	3,121,293.61	11,596,472.20		
<b>B. EXPENSES</b>								
1) Certificated Salaries		1000-1999	3,455,081.31	3,455,081.31	1,060,598.89	3,825,826.24	(370,744.93)	-10.7%
2) Classified Salaries		2000-2999	951,169.19	951,169.19	389,447.94	1,186,221.04	(235,051.85)	-24.7%
3) Employee Benefits		3000-3999	1,405,984.55	1,405,984.56	382,187.71	1,551,496.08	(145,511.52)	-10.3%
4) Books and Supplies		4000-4999	781,644.60	781,644.60	272,239.43	1,112,781.94	(331,137.34)	-42.4%
5) Services and Other Operating Expenses		5000-5999	2,546,684.57	2,546,684.57	1,148,867.35	3,451,233.35	(904,548.78)	-35.5%
6) Depreciation and Amortization		6000-6999	613,198.62	613,198.62	207,931.31	624,323.18	(11,124.56)	-1.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	210,583.24	210,583.24	106,258.81	210,583.24	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			9,964,346.08	9,964,346.09	3,567,531.44	11,962,465.07		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>								
			71,213.10	71,213.09	(446,237.83)	(365,992.87)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	(0.01)	(0.01)	New
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	(0.01)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			71,213.10	71,213.09	(446,237.83)	(365,992.88)		
<b>F. NET POSITION</b>								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	27,470,229.92	27,470,229.92		27,706,450.00	236,220.08	0.9%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			27,470,229.92	27,470,229.92		27,706,450.00		
d) Other Restatements		9795	277,481.67	277,481.67		(0.42)	(277,482.09)	-100.0%
e) Adjusted Beginning Net Position (F1c + F1d)			27,747,711.59	27,747,711.59		27,706,449.58		
2) Ending Net Position, June 30 (E + F1e)			27,818,924.69	27,818,924.68		27,340,456.70		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	24,985,404.39	24,985,404.39		25,037,750.97		
b) Restricted Net Position		9797	0.00	0.00		0.00		
c) Unrestricted Net Position		9790	2,833,520.30	2,833,520.29		2,302,705.73		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	4,427,684.92	4,427,684.92	1,251,338.00	3,966,227.94	(461,456.98)	-10.4%
Education Protection Account State Aid - Current Year		8012	1,255,283.50	1,255,283.50	379,434.00	1,486,121.32	230,837.82	18.4%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	1,884,167.69	1,884,167.69	511,082.00	1,797,309.56	(86,858.13)	-4.6%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>7,567,136.11</b>	<b>7,567,136.11</b>	<b>2,141,854.00</b>	<b>7,249,658.82</b>	<b>(317,477.29)</b>	<b>-4.2%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	519,409.54	519,409.54	5,401.78	540,458.45	21,048.91	4.1%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	176,992.70	176,992.70	46,576.00	163,793.42	(13,199.28)	-7.5%
Title I, Part A, Basic	3010	8290	234,893.30	234,893.30	68,711.00	281,238.00	46,344.70	19.7%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	28,616.31	28,616.31	0.00	28,969.76	353.45	1.2%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	28,256.80	28,256.80	0.00	28,256.80	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3045, 3060, 3061, 3150, 3155, 3180, 3182, 4037, 4124, 4126, 4127, 4128, 5630	8290	17,687.50	17,687.50	5,186.00	18,065.52	378.02	2.1%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	353,165.63	1,779,791.25	1,779,791.25	New
<b>TOTAL, FEDERAL REVENUE</b>			<b>1,005,856.15</b>	<b>1,005,856.15</b>	<b>479,040.41</b>	<b>2,840,573.20</b>	<b>1,834,717.05</b>	<b>182.4%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	42,916.99	42,916.99	362.85	43,561.63	644.64	1.5%
Mandated Costs Reimbursements		8550	11,533.80	11,533.80	0.00	11,533.80	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	131,767.85	131,767.85	2,648.23	143,353.87	11,586.02	8.8%
After School Education and Safety (ASES)	6010	8590	177,559.20	177,559.20	0.00	203,482.84	25,923.64	14.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	517,858.00	517,858.00	265,605.15	504,034.61	(13,823.39)	-2.7%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>881,635.84</b>	<b>881,635.84</b>	<b>268,616.23</b>	<b>905,966.75</b>	<b>24,330.91</b>	<b>2.8%</b>
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	10,000.00	10,000.00	2,004.35	10,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	456,155.14	456,155.14	120,038.00	463,744.34	7,589.20	1.7%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	114,775.94	114,775.94	109,740.62	126,529.09	11,753.15	10.2%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments								
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>580,931.08</b>	<b>580,931.08</b>	<b>231,782.97</b>	<b>600,273.43</b>	<b>19,342.35</b>	<b>3.3%</b>
<b>TOTAL, REVENUES</b>			<b>10,035,559.18</b>	<b>10,035,559.18</b>	<b>3,121,293.61</b>	<b>11,596,472.20</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	2,666,273.01	2,666,273.01	850,841.55	3,164,171.77	(497,898.76)	-18.7%
Certificated Pupil Support Salaries		1200	286,227.82	286,227.82	50,251.76	189,068.64	97,159.18	33.9%
Certificated Supervisors' and Administrators' Salaries		1300	502,580.48	502,580.48	159,505.58	472,585.83	29,994.65	6.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>3,455,081.31</b>	<b>3,455,081.31</b>	<b>1,060,598.89</b>	<b>3,825,826.24</b>	<b>(370,744.93)</b>	<b>-10.7%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	408,967.50	408,967.50	178,875.80	529,822.76	(120,855.26)	-29.6%
Classified Support Salaries		2200	142,574.25	142,574.25	46,615.06	125,117.98	17,456.27	12.2%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	178,385.03	178,385.03	70,672.78	198,540.90	(20,155.87)	-11.3%
Other Classified Salaries		2900	221,242.41	221,242.41	93,284.30	332,739.40	(111,496.99)	-50.4%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>951,169.19</b>	<b>951,169.19</b>	<b>389,447.94</b>	<b>1,186,221.04</b>	<b>(235,051.85)</b>	<b>-24.7%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	584,599.77	584,599.77	168,939.70	636,816.15	(52,216.38)	-8.9%
PERS		3201-3202	217,912.86	217,912.86	80,648.73	263,189.44	(45,276.58)	-20.8%
OASDI/Medicare/Alternative		3301-3302	122,863.12	122,863.12	45,456.63	146,505.55	(23,642.43)	-19.2%
Health and Welfare Benefits		3401-3402	379,682.30	379,682.31	57,955.21	424,133.68	(44,451.37)	-11.7%
Unemployment Insurance		3501-3502	54,196.89	54,196.89	7,187.85	24,997.85	29,199.04	53.9%
Workers' Compensation		3601-3602	46,729.61	46,729.61	21,999.59	55,853.41	(9,123.80)	-19.5%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>1,405,984.55</b>	<b>1,405,984.56</b>	<b>382,187.71</b>	<b>1,551,496.08</b>	<b>(145,511.52)</b>	<b>-10.3%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	108,300.00	108,300.00	58,225.63	290,034.00	(181,734.00)	-167.8%
Books and Other Reference Materials		4200	7,000.00	7,000.00	2,634.90	7,000.00	0.00	0.0%
Materials and Supplies		4300	123,691.75	123,691.75	108,087.64	198,721.16	(75,029.41)	-60.7%
Noncapitalized Equipment		4400	12,409.00	12,409.00	53,872.32	77,314.92	(64,905.92)	-523.1%
Food		4700	530,243.85	530,243.85	49,418.94	539,711.86	(9,468.01)	-1.8%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>781,644.60</b>	<b>781,644.60</b>	<b>272,239.43</b>	<b>1,112,781.94</b>	<b>(331,137.34)</b>	<b>-42.4%</b>
<b>SERVICES AND OTHER OPERATING EXPENSES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	60,250.00	60,250.00	0.00	60,250.00	0.00	0.0%
Dues and Memberships		5300	11,310.00	11,310.00	6,306.54	11,200.00	110.00	1.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	222,859.02	222,859.02	87,898.90	222,859.02	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	71,097.68	71,097.68	10,308.75	71,097.68	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,150,443.95	2,150,443.95	1,026,372.84	2,981,918.59	(831,474.64)	-38.7%
Communications		5900	30,723.92	30,723.92	17,980.32	103,908.06	(73,184.14)	-238.2%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENSES</b>			<b>2,546,684.57</b>	<b>2,546,684.57</b>	<b>1,148,867.35</b>	<b>3,451,233.35</b>	<b>(904,548.78)</b>	<b>-35.5%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>DEPRECIATION AND AMORTIZATION</b>								
Depreciation Expense		6900	613,198.62	613,198.62	207,931.31	624,323.18	(11,124.56)	-1.8%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, DEPRECIATION AND AMORTIZATION</b>			613,198.62	613,198.62	207,931.31	624,323.18	(11,124.56)	-1.8%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to Districts or Charter Schools		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers Out								
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	210,583.24	210,583.24	106,258.81	210,583.24	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			210,583.24	210,583.24	106,258.81	210,583.24	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EXPENSES</b>			9,964,346.08	9,964,346.09	3,567,531.44	11,962,465.07		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	(0.01)	(0.01)	New
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	(0.01)	(0.01)	New
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.00	(0.01)		

Camino Nuevo Charter Academy #2  
 Los Angeles Unified  
 Los Angeles County

First Interim  
 Charter Schools Enterprise Fund  
 Exhibit: Restricted Net Position Detail

19 64733 0122861  
 Form 62I

<b>Resource</b>	<b>Description</b>	<b>2021/22 Projected Year Totals</b>
	Total, Restricted Net Position	0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	8,073,927.49	8,073,927.49	2,314,704.00	7,440,857.65	(633,069.84)	-7.8%
2) Federal Revenue		8100-8299	1,220,485.57	1,220,485.57	475,636.98	3,158,608.80	1,938,123.23	158.8%
3) Other State Revenue		8300-8599	1,051,373.78	1,051,373.78	292,323.02	1,033,834.10	(17,539.68)	-1.7%
4) Other Local Revenue		8600-8799	532,039.66	532,039.66	153,917.20	545,326.72	13,287.06	2.5%
5) TOTAL, REVENUES			10,877,826.50	10,877,826.50	3,236,581.20	12,178,627.27		
<b>B. EXPENSES</b>								
1) Certificated Salaries		1000-1999	3,569,017.84	3,569,017.84	1,059,924.46	3,772,407.90	(203,390.06)	-5.7%
2) Classified Salaries		2000-2999	1,409,674.45	1,409,674.45	453,666.75	1,570,240.00	(160,565.55)	-11.4%
3) Employee Benefits		3000-3999	1,603,593.49	1,603,593.49	400,080.52	1,681,920.29	(78,326.80)	-4.9%
4) Books and Supplies		4000-4999	916,843.35	916,843.35	320,653.16	1,444,560.14	(527,716.79)	-57.6%
5) Services and Other Operating Expenses		5000-5999	2,979,130.62	2,979,130.62	1,112,394.41	3,847,740.13	(868,609.51)	-29.2%
6) Depreciation and Amortization		6000-6999	138,463.74	138,463.74	54,953.01	171,483.00	(33,019.26)	-23.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			10,616,723.49	10,616,723.49	3,401,672.31	12,488,351.46		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>								
			261,103.01	261,103.01	(165,091.11)	(309,724.19)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			261,103.01	261,103.01	(165,091.11)	(309,724.19)		
<b>F. NET POSITION</b>								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	5,320,578.57	5,320,578.57		5,757,751.68	437,173.11	8.2%
b) Audit Adjustments		9793	296,059.19	296,059.19		0.00	(296,059.19)	-100.0%
c) As of July 1 - Audited (F1a + F1b)			5,616,637.76	5,616,637.76		5,757,751.68		
d) Other Restatements		9795	0.00	0.00		0.01	0.01	New
e) Adjusted Beginning Net Position (F1c + F1d)			5,616,637.76	5,616,637.76		5,757,751.69		
2) Ending Net Position, June 30 (E + F1e)			5,877,740.77	5,877,740.77		5,448,027.50		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	641,690.25	641,690.25		749,461.35		
b) Restricted Net Position		9797	0.00	0.00		0.00		
c) Unrestricted Net Position		9790	5,236,050.52	5,236,050.52		4,698,566.15		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	4,759,637.34	4,759,637.34	1,365,980.00	4,104,231.53	(655,405.81)	-13.8%
Education Protection Account State Aid - Current Year		8012	1,319,289.07	1,319,289.07	400,267.00	1,504,060.82	184,771.75	14.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	1,995,001.08	1,995,001.08	548,457.00	1,832,565.30	(162,435.78)	-8.1%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>8,073,927.49</b>	<b>8,073,927.49</b>	<b>2,314,704.00</b>	<b>7,440,857.65</b>	<b>(633,069.84)</b>	<b>-7.8%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	581,184.36	581,184.36	1,665.44	587,917.09	6,732.73	1.2%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	187,404.03	187,404.03	49,982.00	167,006.37	(20,397.66)	-10.9%
Title I, Part A, Basic	3010	8290	328,947.68	328,947.68	88,701.00	353,264.00	24,316.32	7.4%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	35,970.07	35,970.07	0.00	36,413.72	443.65	1.2%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	43,128.80	43,128.80	0.00	43,128.80	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3045, 3060, 3061, 3150, 3155, 3180, 3182, 4037, 4124, 4126, 4127, 4128, 5630	8290	26,079.24	26,079.24	6,514.00	26,636.86	557.62	2.1%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	17,771.39	17,771.39	328,774.54	1,944,241.96	1,926,470.57	10840.3%
<b>TOTAL, FEDERAL REVENUE</b>			<b>1,220,485.57</b>	<b>1,220,485.57</b>	<b>475,636.98</b>	<b>3,158,608.80</b>	<b>1,938,123.23</b>	<b>158.8%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	48,218.42	48,218.42	52.33	47,571.16	(647.26)	-1.3%
Mandated Costs Reimbursements		8550	12,377.26	12,377.26	0.00	12,377.26	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	139,518.90	139,518.90	2,810.19	146,954.07	7,435.17	5.3%
After School Education and Safety (ASES)	6010	8590	177,559.20	177,559.20	0.00	203,482.84	25,923.64	14.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Charter School Facility Grant	6030	8590	123,147.00	123,147.00	14,183.50	137,330.50	14,183.50	11.5%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	550,553.00	550,553.00	275,277.00	486,118.27	(64,434.73)	-11.7%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>1,051,373.78</b>	<b>1,051,373.78</b>	<b>292,323.02</b>	<b>1,033,834.10</b>	<b>(17,539.68)</b>	<b>-1.7%</b>
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	17,000.00	17,000.00	2,489.09	17,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	482,987.79	482,987.79	128,817.00	472,841.07	(10,146.72)	-2.1%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	32,051.87	32,051.87	22,611.11	55,485.65	23,433.78	73.1%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments								
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>532,039.66</b>	<b>532,039.66</b>	<b>153,917.20</b>	<b>545,326.72</b>	<b>13,287.06</b>	<b>2.5%</b>
<b>TOTAL, REVENUES</b>			<b>10,877,826.50</b>	<b>10,877,826.50</b>	<b>3,236,581.20</b>	<b>12,178,627.27</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	2,621,760.99	2,621,760.99	763,849.81	2,848,947.74	(227,186.75)	-8.7%
Certificated Pupil Support Salaries		1200	211,394.82	211,394.82	53,216.93	199,816.69	11,578.13	5.5%
Certificated Supervisors' and Administrators' Salaries		1300	735,862.03	735,862.03	242,857.72	723,643.47	12,218.56	1.7%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>3,569,017.84</b>	<b>3,569,017.84</b>	<b>1,059,924.46</b>	<b>3,772,407.90</b>	<b>(203,390.06)</b>	<b>-5.7%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	585,728.13	585,728.13	135,195.01	546,263.36	39,464.77	6.7%
Classified Support Salaries		2200	158,455.88	158,455.88	55,956.97	176,689.19	(18,233.31)	-11.5%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	347,721.39	347,721.39	117,564.09	356,741.05	(9,019.66)	-2.6%
Other Classified Salaries		2900	317,769.05	317,769.05	144,950.68	490,546.40	(172,777.35)	-54.4%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>1,409,674.45</b>	<b>1,409,674.45</b>	<b>453,666.75</b>	<b>1,570,240.00</b>	<b>(160,565.55)</b>	<b>-11.4%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	603,877.81	603,877.81	164,724.90	623,677.11	(19,799.30)	-3.3%
PERS		3201-3202	322,956.41	322,956.41	97,427.29	353,234.22	(30,277.81)	-9.4%
OASDI/Medicare/Alternative		3301-3302	159,590.86	159,590.86	51,750.27	176,499.13	(16,908.27)	-10.6%
Health and Welfare Benefits		3401-3402	406,056.90	406,056.90	53,792.42	445,781.55	(39,724.65)	-9.8%
Unemployment Insurance		3501-3502	61,237.94	61,237.94	7,527.93	26,673.20	34,564.74	56.4%
Workers' Compensation		3601-3602	49,873.57	49,873.57	24,857.71	56,055.08	(6,181.51)	-12.4%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>1,603,593.49</b>	<b>1,603,593.49</b>	<b>400,080.52</b>	<b>1,681,920.29</b>	<b>(78,326.80)</b>	<b>-4.9%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	28,678.00	28,678.00	125,987.33	358,912.00	(330,234.00)	-1151.5%
Books and Other Reference Materials		4200	3,700.00	3,700.00	385.25	3,700.00	0.00	0.0%
Materials and Supplies		4300	213,675.40	213,675.40	58,631.22	343,916.40	(130,241.00)	-61.0%
Noncapitalized Equipment		4400	27,444.00	27,444.00	40,284.63	113,602.34	(86,158.34)	-313.9%
Food		4700	643,345.95	643,345.95	95,364.73	624,429.40	18,916.55	2.9%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>916,843.35</b>	<b>916,843.35</b>	<b>320,653.16</b>	<b>1,444,560.14</b>	<b>(527,716.79)</b>	<b>-57.6%</b>
<b>SERVICES AND OTHER OPERATING EXPENSES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	9,597.00	9,597.00	174.00	10,194.00	(597.00)	-6.2%
Dues and Memberships		5300	9,667.00	9,667.00	5,834.14	9,417.00	250.00	2.6%
Insurance		5400-5450	25,276.65	25,276.65	14,042.60	25,276.65	0.00	0.0%
Operations and Housekeeping Services		5500	384,406.08	384,406.08	70,936.67	426,512.08	(42,106.00)	-11.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	352,548.38	352,548.38	110,816.50	352,548.38	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,129,433.47	2,129,433.47	883,849.12	2,879,835.81	(750,402.34)	-35.2%
Communications		5900	68,202.04	68,202.04	26,741.38	143,956.21	(75,754.17)	-111.1%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENSES</b>			<b>2,979,130.62</b>	<b>2,979,130.62</b>	<b>1,112,394.41</b>	<b>3,847,740.13</b>	<b>(868,609.51)</b>	<b>-29.2%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>DEPRECIATION AND AMORTIZATION</b>								
Depreciation Expense		6900	138,463.74	138,463.74	54,953.01	171,483.00	(33,019.26)	-23.8%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, DEPRECIATION AND AMORTIZATION</b>			138,463.74	138,463.74	54,953.01	171,483.00	(33,019.26)	-23.8%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers Out								
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EXPENSES</b>			10,616,723.49	10,616,723.49	3,401,672.31	12,488,351.46		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Camino Nuevo Elementary #3  
 Los Angeles Unified  
 Los Angeles County

First Interim  
 Charter Schools Enterprise Fund  
 Exhibit: Restricted Net Position Detail

19 64733 0122564  
 Form 62I

<b>Resource</b>	<b>Description</b>	<b>2021/22 Projected Year Totals</b>
	Total, Restricted Net Position	0.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	6,555,422.68	6,555,422.68	1,930,885.00	6,437,192.74	(118,229.94)	-1.8%
2) Federal Revenue		8100-8299	810,974.67	810,974.67	423,301.12	2,534,045.23	1,723,070.56	212.5%
3) Other State Revenue		8300-8599	753,823.58	753,823.58	239,401.85	840,861.14	87,037.56	11.5%
4) Other Local Revenue		8600-8799	421,375.67	421,375.67	119,479.72	448,582.19	27,206.52	6.5%
5) TOTAL, REVENUES			8,541,596.60	8,541,596.60	2,713,067.69	10,260,681.30		
<b>B. EXPENSES</b>								
1) Certificated Salaries		1000-1999	3,140,127.48	3,140,127.48	988,598.76	3,414,821.85	(274,694.37)	-8.7%
2) Classified Salaries		2000-2999	1,182,290.26	1,182,290.26	413,098.43	1,387,652.08	(205,361.82)	-17.4%
3) Employee Benefits		3000-3999	1,395,777.86	1,395,777.86	361,487.86	1,483,270.37	(87,492.51)	-6.3%
4) Books and Supplies		4000-4999	604,597.82	604,597.82	311,837.57	1,042,708.37	(438,110.55)	-72.5%
5) Services and Other Operating Expenses		5000-5999	2,051,629.15	2,051,629.15	999,751.65	2,883,396.19	(831,767.04)	-40.5%
6) Depreciation and Amortization		6000-6999	88,204.74	88,204.74	32,851.80	127,956.09	(39,751.35)	-45.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			8,462,627.31	8,462,627.31	3,107,626.07	10,339,804.95		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>								
			78,969.29	78,969.29	(394,558.38)	(79,123.65)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(0.01)	(0.01)	0.00	0.00	0.01	-100.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(0.01)	(0.01)	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			78,969.28	78,969.28	(394,558.38)	(79,123.65)		
<b>F. NET POSITION</b>								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	2,619,935.01	2,619,935.01		3,163,065.95	543,130.94	20.7%
b) Audit Adjustments		9793	525,491.91	525,491.91		0.00	(525,491.91)	-100.0%
c) As of July 1 - Audited (F1a + F1b)			3,145,426.92	3,145,426.92		3,163,065.95		
d) Other Restatements		9795	0.00	0.00		(0.05)	(0.05)	New
e) Adjusted Beginning Net Position (F1c + F1d)			3,145,426.92	3,145,426.92		3,163,065.90		
2) Ending Net Position, June 30 (E + F1e)			3,224,396.20	3,224,396.20		3,083,942.25		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	535,950.80	535,950.80		568,006.13		
b) Restricted Net Position		9797	0.00	0.00		0.00		
c) Unrestricted Net Position		9790	2,688,445.40	2,688,445.40		2,515,936.12		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	3,827,826.35	3,827,826.35	1,126,912.00	3,511,732.85	(316,093.50)	-8.3%
Education Protection Account State Aid - Current Year		8012	1,089,424.71	1,089,424.71	341,744.00	1,322,790.18	233,365.47	21.4%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	1,638,171.62	1,638,171.62	462,229.00	1,602,669.71	(35,501.91)	-2.2%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>6,555,422.68</b>	<b>6,555,422.68</b>	<b>1,930,885.00</b>	<b>6,437,192.74</b>	<b>(118,229.94)</b>	<b>-1.8%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	387,254.25	387,254.25	6,819.48	410,784.13	23,529.88	6.1%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	153,884.61	153,884.61	42,124.00	146,055.39	(7,829.22)	-5.1%
Title I, Part A, Basic	3010	8290	207,936.06	207,936.06	59,059.00	237,226.00	29,289.94	14.1%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	23,768.13	23,768.13	0.00	24,061.17	293.04	1.2%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	22,193.60	22,193.60	0.00	22,193.60	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3045, 3060, 3061, 3150, 3155, 3180, 3182, 4037, 4124, 4126, 4127, 4128, 5630	8290	15,938.02	15,938.02	4,798.00	16,279.23	341.21	2.1%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	310,500.64	1,677,445.71	1,677,445.71	New
<b>TOTAL, FEDERAL REVENUE</b>			<b>810,974.67</b>	<b>810,974.67</b>	<b>423,301.12</b>	<b>2,534,045.23</b>	<b>1,723,070.56</b>	<b>212.5%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	32,288.63	32,288.63	474.57	33,387.36	1,098.73	3.4%
Mandated Costs Reimbursements		8550	10,431.33	10,431.33	0.00	10,431.33	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	114,564.30	114,564.30	2,851.28	127,934.36	13,370.06	11.7%
After School Education and Safety (ASES)	6010	8590	124,387.32	124,387.32	0.00	203,482.84	79,095.52	63.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	472,152.00	472,152.00	236,076.00	465,625.25	(6,526.75)	-1.4%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>753,823.58</b>	<b>753,823.58</b>	<b>239,401.85</b>	<b>840,861.14</b>	<b>87,037.56</b>	<b>11.5%</b>
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	10,000.00	10,000.00	2,048.07	10,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	396,599.73	396,599.73	108,564.00	413,523.09	16,923.36	4.3%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	14,775.94	14,775.94	8,867.65	25,059.10	10,283.16	69.6%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments								
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>421,375.67</b>	<b>421,375.67</b>	<b>119,479.72</b>	<b>448,582.19</b>	<b>27,206.52</b>	<b>6.5%</b>
<b>TOTAL, REVENUES</b>			<b>8,541,596.60</b>	<b>8,541,596.60</b>	<b>2,713,067.69</b>	<b>10,260,681.30</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	2,466,209.00	2,466,209.00	784,286.78	2,779,575.99	(313,366.99)	-12.7%
Certificated Pupil Support Salaries		1200	175,308.09	175,308.09	43,709.83	164,455.50	10,852.59	6.2%
Certificated Supervisors' and Administrators' Salaries		1300	498,610.39	498,610.39	160,602.15	470,790.36	27,820.03	5.6%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>3,140,127.48</b>	<b>3,140,127.48</b>	<b>988,598.76</b>	<b>3,414,821.85</b>	<b>(274,694.37)</b>	<b>-8.7%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	607,355.00	607,355.00	183,435.29	667,500.51	(60,145.51)	-9.9%
Classified Support Salaries		2200	108,776.25	108,776.25	36,057.37	110,624.76	(1,848.51)	-1.7%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	3,097.51	3,097.51	(3,097.51)	New
Clerical, Technical and Office Salaries		2400	194,109.80	194,109.80	68,688.14	201,519.42	(7,409.62)	-3.8%
Other Classified Salaries		2900	272,049.21	272,049.21	121,820.12	404,909.88	(132,860.67)	-48.8%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>1,182,290.26</b>	<b>1,182,290.26</b>	<b>413,098.43</b>	<b>1,387,652.08</b>	<b>(205,361.82)</b>	<b>-17.4%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	531,309.57	531,309.57	155,358.64	565,875.58	(34,566.01)	-6.5%
PERS		3201-3202	270,862.71	270,862.71	83,255.96	306,526.19	(35,663.48)	-13.2%
OASDI/Medicare/Alternative		3301-3302	135,977.05	135,977.05	46,052.51	155,786.10	(19,809.05)	-14.6%
Health and Welfare Benefits		3401-3402	353,643.11	353,643.11	48,281.48	372,623.54	(18,980.43)	-5.4%
Unemployment Insurance		3501-3502	53,165.74	53,165.74	6,958.26	23,962.15	29,203.59	54.9%
Workers' Compensation		3601-3602	50,819.68	50,819.68	21,581.01	58,496.81	(7,677.13)	-15.1%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>1,395,777.86</b>	<b>1,395,777.86</b>	<b>361,487.86</b>	<b>1,483,270.37</b>	<b>(87,492.51)</b>	<b>-6.3%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	27,755.00	27,755.00	123,209.93	335,642.00	(307,887.00)	-1109.3%
Books and Other Reference Materials		4200	4,000.00	4,000.00	3,981.37	4,000.00	0.00	0.0%
Materials and Supplies		4300	107,812.20	107,812.20	63,283.41	193,148.20	(85,336.00)	-79.2%
Noncapitalized Equipment		4400	15,648.00	15,648.00	41,756.06	59,532.35	(43,884.35)	-280.4%
Food		4700	449,382.62	449,382.62	79,606.80	450,385.82	(1,003.20)	-0.2%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>604,597.82</b>	<b>604,597.82</b>	<b>311,837.57</b>	<b>1,042,708.37</b>	<b>(438,110.55)</b>	<b>-72.5%</b>
<b>SERVICES AND OTHER OPERATING EXPENSES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	5,000.00	5,000.00	1,425.51	18,600.00	(13,600.00)	-272.0%
Dues and Memberships		5300	8,209.71	8,209.71	4,525.63	8,189.71	20.00	0.2%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	312,678.56	312,678.56	40,617.23	312,678.56	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	71,204.52	71,204.52	40,659.62	71,204.52	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,620,938.44	1,620,938.44	893,250.59	2,378,073.80	(757,135.36)	-46.7%
Communications		5900	33,597.92	33,597.92	19,273.07	94,649.60	(61,051.68)	-181.7%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENSES</b>			<b>2,051,629.15</b>	<b>2,051,629.15</b>	<b>999,751.65</b>	<b>2,883,396.19</b>	<b>(831,767.04)</b>	<b>-40.5%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>DEPRECIATION AND AMORTIZATION</b>								
Depreciation Expense		6900	88,204.74	88,204.74	32,851.80	127,956.09	(39,751.35)	-45.1%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, DEPRECIATION AND AMORTIZATION</b>			88,204.74	88,204.74	32,851.80	127,956.09	(39,751.35)	-45.1%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers Out								
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EXPENSES</b>			8,462,627.31	8,462,627.31	3,107,626.07	10,339,804.95		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	(0.01)	(0.01)	0.00	0.00	0.01	-100.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			(0.01)	(0.01)	0.00	0.00	0.01	-100.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			(0.01)	(0.01)	0.00	0.00		

Camino Nuevo Charter Academy #4  
Los Angeles Unified  
Los Angeles County

First Interim  
Charter Schools Enterprise Fund  
Exhibit: Restricted Net Position Detail

19 64733 0124826  
Form 62I

<b>Resource</b>	<b>Description</b>	<b>2021/22 Projected Year Totals</b>
	Total, Restricted Net Position	<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	6,513,796.29	6,513,796.29	1,641,954.00	6,408,214.61	(105,581.68)	-1.6%
2) Federal Revenue		8100-8299	595,180.51	595,180.51	279,210.60	1,765,088.52	1,169,908.01	196.6%
3) Other State Revenue		8300-8599	816,322.60	816,322.60	228,029.25	774,268.34	(42,054.26)	-5.2%
4) Other Local Revenue		8600-8799	363,203.72	363,203.72	92,213.88	395,729.72	32,526.00	9.0%
5) TOTAL, REVENUES			8,288,503.12	8,288,503.12	2,241,407.73	9,343,301.19		
<b>B. EXPENSES</b>								
1) Certificated Salaries		1000-1999	2,998,488.16	2,998,488.16	836,926.98	3,040,759.66	(42,271.50)	-1.4%
2) Classified Salaries		2000-2999	786,361.62	786,361.62	261,616.18	885,189.32	(98,827.70)	-12.6%
3) Employee Benefits		3000-3999	1,196,178.34	1,196,178.34	299,660.76	1,205,115.96	(8,937.62)	-0.7%
4) Books and Supplies		4000-4999	495,072.79	495,072.79	153,632.24	714,326.39	(219,253.60)	-44.3%
5) Services and Other Operating Expenses		5000-5999	2,448,083.19	2,448,083.19	1,006,010.73	3,180,671.06	(732,587.87)	-29.9%
6) Depreciation and Amortization		6000-6999	107,139.51	107,139.51	51,622.91	165,107.44	(57,967.93)	-54.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			8,031,323.61	8,031,323.61	2,609,469.80	9,191,169.83		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>								
			257,179.51	257,179.51	(368,062.07)	152,131.36		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			257,179.51	257,179.51	(368,062.07)	152,131.36		
<b>F. NET POSITION</b>								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	3,001,863.39	3,001,863.39		3,398,387.57	396,524.18	13.2%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,001,863.39	3,001,863.39		3,398,387.57		
d) Other Restatements		9795	210,821.06	210,821.06		456,624.46	245,803.40	116.6%
e) Adjusted Beginning Net Position (F1c + F1d)			3,212,684.45	3,212,684.45		3,855,012.03		
2) Ending Net Position, June 30 (E + F1e)			3,469,863.96	3,469,863.96		4,007,143.39		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	960,636.09	960,636.09		1,138,786.50		
b) Restricted Net Position		9797	0.00	0.00		0.00		
c) Unrestricted Net Position			2,509,227.87	2,509,227.87		2,868,356.89		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	5,044,023.51	5,044,023.51	1,295,012.00	4,969,812.99	(74,210.52)	-1.5%
Education Protection Account State Aid - Current Year		8012	96,520.00	96,520.00	21,348.00	91,820.00	(4,700.00)	-4.9%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	1,373,252.78	1,373,252.78	325,594.00	1,346,581.62	(26,671.16)	-1.9%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>6,513,796.29</b>	<b>6,513,796.29</b>	<b>1,641,954.00</b>	<b>6,408,214.61</b>	<b>(105,581.68)</b>	<b>-1.6%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	224,522.60	224,522.60	3,015.62	236,237.13	11,714.53	5.2%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	128,998.98	128,998.98	29,672.00	122,717.43	(6,281.55)	-4.9%
Title I, Part A, Basic	3010	8290	182,908.71	182,908.71	49,464.00	198,346.00	15,437.29	8.4%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	20,262.73	20,262.73	0.00	20,512.46	249.73	1.2%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	10,753.60	10,753.60	0.00	10,753.60	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3045, 3060, 3061, 3150, 3155, 3180, 3182, 4037, 4124, 4126, 4127, 4128, 5630	8290	14,019.49	14,019.49	3,718.00	14,320.26	300.77	2.1%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	13,714.40	13,714.40	193,340.98	1,162,201.64	1,148,487.24	8374.3%
<b>TOTAL, FEDERAL REVENUE</b>			<b>595,180.51</b>	<b>595,180.51</b>	<b>279,210.60</b>	<b>1,765,088.52</b>	<b>1,169,908.01</b>	<b>196.6%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	17,434.96	17,434.96	211.74	17,902.18	467.22	2.7%
Mandated Costs Reimbursements		8550	20,425.29	20,425.29	0.00	20,425.29	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	96,037.40	96,037.40	2,003.37	106,926.69	10,889.29	11.3%
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Charter School Facility Grant	6030	8590	299,925.95	299,925.95	34,564.14	334,490.09	34,564.14	11.5%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	382,499.00	382,499.00	191,250.00	294,524.09	(87,974.91)	-23.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>816,322.60</b>	<b>816,322.60</b>	<b>228,029.25</b>	<b>774,268.34</b>	<b>(42,054.26)</b>	<b>-5.2%</b>
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	14,000.00	14,000.00	1,753.68	14,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	332,463.14	332,463.14	76,473.00	347,446.88	14,983.74	4.5%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	16,740.58	16,740.58	13,987.20	34,282.84	17,542.26	104.8%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments								
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>363,203.72</b>	<b>363,203.72</b>	<b>92,213.88</b>	<b>395,729.72</b>	<b>32,526.00</b>	<b>9.0%</b>
<b>TOTAL, REVENUES</b>			<b>8,288,503.12</b>	<b>8,288,503.12</b>	<b>2,241,407.73</b>	<b>9,343,301.19</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	2,192,262.00	2,192,262.00	605,888.08	2,268,185.85	(75,923.85)	-3.5%
Certificated Pupil Support Salaries		1200	161,906.43	161,906.43	36,624.87	140,501.66	21,404.77	13.2%
Certificated Supervisors' and Administrators' Salaries		1300	644,319.73	644,319.73	194,414.03	632,072.15	12,247.58	1.9%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>2,998,488.16</b>	<b>2,998,488.16</b>	<b>836,926.98</b>	<b>3,040,759.66</b>	<b>(42,271.50)</b>	<b>-1.4%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	309,820.00	309,820.00	55,572.17	223,003.58	86,816.42	28.0%
Classified Support Salaries		2200	80,127.00	80,127.00	29,816.70	91,560.51	(11,433.51)	-14.3%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	6,548.18	45,212.18	(45,212.18)	New
Clerical, Technical and Office Salaries		2400	218,364.85	218,364.85	79,252.70	228,448.10	(10,083.25)	-4.6%
Other Classified Salaries		2900	178,049.77	178,049.77	90,426.43	296,964.95	(118,915.18)	-66.8%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>786,361.62</b>	<b>786,361.62</b>	<b>261,616.18</b>	<b>885,189.32</b>	<b>(98,827.70)</b>	<b>-12.6%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	507,344.20	507,344.20	132,815.26	505,703.76	1,640.44	0.3%
PERS		3201-3202	180,155.45	180,155.45	55,778.82	198,639.43	(18,483.98)	-10.3%
OASDI/Medicare/Alternative		3301-3302	103,634.75	103,634.75	33,210.44	112,869.34	(9,234.59)	-8.9%
Health and Welfare Benefits		3401-3402	316,147.15	316,147.15	52,919.60	321,832.55	(5,685.40)	-1.8%
Unemployment Insurance		3501-3502	46,553.65	46,553.65	5,562.97	19,700.01	26,853.64	57.7%
Workers' Compensation		3601-3602	42,343.14	42,343.14	18,897.06	45,894.26	(3,551.12)	-8.4%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	476.61	476.61	(476.61)	New
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>1,196,178.34</b>	<b>1,196,178.34</b>	<b>299,660.76</b>	<b>1,205,115.96</b>	<b>(8,937.62)</b>	<b>-0.7%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	31,900.00	31,900.00	3,908.03	54,754.00	(22,854.00)	-71.6%
Books and Other Reference Materials		4200	13,000.00	13,000.00	643.83	13,000.00	0.00	0.0%
Materials and Supplies		4300	151,613.50	151,613.50	56,690.99	241,783.50	(90,170.00)	-59.5%
Noncapitalized Equipment		4400	61,898.00	61,898.00	39,861.12	168,715.00	(106,817.00)	-172.6%
Food		4700	236,661.29	236,661.29	52,528.27	236,073.89	587.40	0.2%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>495,072.79</b>	<b>495,072.79</b>	<b>153,632.24</b>	<b>714,326.39</b>	<b>(219,253.60)</b>	<b>-44.3%</b>
<b>SERVICES AND OTHER OPERATING EXPENSES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	20,620.00	20,620.00	3,703.00	20,620.00	0.00	0.0%
Dues and Memberships		5300	16,500.31	16,500.31	5,769.76	16,460.31	40.00	0.2%
Insurance		5400-5450	3,904.00	3,904.00	0.00	3,904.00	0.00	0.0%
Operations and Housekeeping Services		5500	248,524.18	248,524.18	71,930.63	248,524.18	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	658,479.93	658,479.93	263,772.73	658,479.93	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,456,573.05	1,456,573.05	634,312.93	2,137,007.79	(680,434.74)	-46.7%
Communications		5900	43,481.72	43,481.72	26,521.68	95,674.85	(52,193.13)	-120.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENSES</b>			<b>2,448,083.19</b>	<b>2,448,083.19</b>	<b>1,006,010.73</b>	<b>3,180,671.06</b>	<b>(732,587.87)</b>	<b>-29.9%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>DEPRECIATION AND AMORTIZATION</b>								
Depreciation Expense		6900	107,139.51	107,139.51	51,622.91	165,107.44	(57,967.93)	-54.1%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, DEPRECIATION AND AMORTIZATION</b>			107,139.51	107,139.51	51,622.91	165,107.44	(57,967.93)	-54.1%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers Out								
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EXPENSES</b>			8,031,323.61	8,031,323.61	2,609,469.80	9,191,169.83		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Camino Nuevo High #2  
 Los Angeles Unified  
 Los Angeles County

First Interim  
 Charter Schools Enterprise Fund  
 Exhibit: Restricted Net Position Detail

19 64733 0127910  
 Form 62I

<b>Resource</b>	<b>Description</b>	<b>2021/22 Projected Year Totals</b>
	Total, Restricted Net Position	0.00

# Cover Sheet

## A-G Improvement Grant to the Board

**Section:** VIII. A-G Improvement Grant to the Board  
**Item:** A. A-G Improvement Grant to the Board  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** A-G Completion Improvement Grant Plan.pdf

# A-G Completion Improvement Grant

Camino Nuevo High School - Dalzell Lance Campus

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## What is the A-G Completion Improvement Grant?

- The purpose is to increase the number of California high school students who graduate with A-G eligibility
- A-G Completion Improvement Grant funds are targeted to serve students in grades nine through twelve
- Funds shall be used for activities that directly support pupil access and successful completion of the A-G course requirements
- The plan must be discussed at a regularly scheduled board meeting and adopted at a subsequent board meeting
- Allocation will be based on an equal amount per unduplicated pupils enrolled in grades 9-12 as reported in CALPADS or 2020–21 fiscal year Fall 1 submission
- Funds are available for expenditure or encumbrance through the 2025–26 fiscal year.

# What Are the A-G Requirements?

To meet minimum admission requirements to the University of California schools or California State Universities, you must complete 15 year long high school courses with a letter grade of C- or better. These must be courses on your high school's UC/CSU Approved Course List.

Keep in mind that taking approved high school (A-G) courses isn't the only way to satisfy these requirements. You also may meet them by completing college courses or earning certain scores on various acceptable exams.

Subject areas include:

A - History

B - English

C - Mathematics

D - Science

E - Language Other Than English

F - Visual and Performing Arts

G - Electives

# Planned Use of Funds

**Action:** Hire one ELD Teacher - An additional ELD Teacher to help reduce class size of Designated ELD courses, add a Language Lab (double block of ELD for newcomers) and help the 75 ELD students become more successful.

**Rationale:** All students at the school, including ELs, have access to a-g courses, which are our graduation requirements. However, currently, 60% of our ELD students are failing at least one A-G course. Adding an additional Designated ELD teacher will help increase English language proficiency and help reduce this failure rate by providing integrated ELD supports connected to core content courses in addition to Designated ELD. This does not replace any teacher we have now.

Cost:\$90,000 (includes salary and benefits) x 3 years = \$270,000

## Planned Use of Funds (Con't)

**Action:** Implement Summer Bridge. Two teachers will work with 25 ninth grade students each on foundational ELA and Math Skills for 4 weeks during the summer. Each class will have two college TAs. On Fridays students will participate in college visits and parent/student seminars about college.

**Rationale:** Currently, 30% of all 9th Grade students have at least one failing grade in an A-G course. Adding a Summer Bridge program will help connect students with campus leaders, help them navigate a new and often larger campus and help them acclimate to academic and social expectations as a high school student. This would target most, if not all, 9th grade students who may be at risk based on middle school grades. This does not replace or supplant any program we have now.

Approximate Cost:  $\$12,000 \times 3 \text{ years} = \$36,000$

## Planned Use of Funds (Con't)

**Action:** Additional opportunities for credit recovery - Students will earn credits for re-taking courses on Saturday/after school, before school (optional zero period).

**Rationale:** We currently have 150 students retaking A-G courses online. Many times these students struggle to complete their online courses despite intensive support. Adding this option will cut the number of students taking online credit recovery courses by about 50%. This does not replace any program we have now.

**Approximate Cost:** \$14,000 (teacher stipends for four high-priority courses per semester) x 6 semester = \$84,000

# Monitoring of Plan

- Number of students meeting A-G requirements upon graduation (as opposed to the summer after graduation or a 5th year)
- Number of students on track to meet A-G requirements
- Number of students required to repeat A-G courses
- Percentage of students in A-G courses that pass with a grade of C or better
- Number of ELD students who meet A-G requirements
- Number of 9th grade students who pass A-G courses on their first attempt.

# Supplement not Supplant

- Our LCAP includes a focus on English Language Learners, but does not provide for an additional ELD teacher. The a-g grant will supplement this focus.
- Our Learning Recovery Plan has a focus on academic intervention (e.g., bilingual and math teacher's assistants, math coach, summer school), but is not the same as the academic intervention strategies in this plan. The supporting elements of this plan include:
  - Saturday School
  - Before/After School Intervention
  - Summer Bridge

# Cover Sheet

## ELO-P Plan

**Section:** IX. ELO-P Plan  
**Item:** A. ELO-P Plan  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** ELOP Program Plan Template - CNCA.pdf  
ELOP Program Plan Template - CNCA #2.pdf  
ELOP Program Plan Template - CNCA #3.pdf  
ELOP Program Plan Template - CNCA #4.pdf

**Expanded Learning Opportunities  
Program Plan Guide**



**Camino  
Nuevo  
Charter  
Academy**

**Prepared by:**  
Camino Nuevo Charter Academy #2  
3400 W. 3rd Street  
Los Angeles, CA 90020  
213-736-5542

**Expanded Learning Opportunities  
Program Plan**

**Name of Local Educational Agency and Expanded Learning Opportunities  
Program Site(s)**

**Local Educational Agency (LEA) Name:** Camino Nuevo Charter Academy #2  
**Contact Name:** Mallory Baquero, Principal  
**Contact Email:** mallory.baquero@caminonuevo.org  
**Contact Phone:** 213-736-5542

**Instructions:** Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. Camino Nuevo Charter Academy #2

## **Expanded Learning Opportunities Program Plan**

### **1—Safe and Supportive Environment**

*Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the school site or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.*

Our ELO-P program is structured to provide a safe and supportive environment for our students that meets their developmental, physical, and social-emotional needs. Our program will incorporate elements such as adequate space indoors and outdoors for program services. Indoor areas used for the program will have adequate heat and light, room for storing belongings, and be equipped with materials to enhance learning opportunities. Recreational equipment will be plentiful and safe and under a safety review each quarter, or more often if needed to ensure safety of youth served. All program staff will be trained in safety, first aid, and trauma-informed learning practices as part of their onboarding.

Since our afterschool program is located on our campus, we consider the afterschool program an extension of our school day and structure it as such. Offering the program on-site minimizes transportation barriers that could otherwise impact students who would not be able to participate. To enhance student learning we may offer enrichment field trips for students; transportation to and from offsite locations will be provided as part of the program.

Additionally, staff will complete incident reporting training to ensure that all safety or other incidents are documented and communicated to appropriate supervisory and/or school staff, and families. The program will clearly document and communicate all incidents that impact safety through written reports and email and telephone records. Our program will maintain an easily accessible and up-to-date record of all students participating in the program with current emergency contacts for program activities and field trips. It will align to the school safety procedures already in place, including for emergency and safety drills. Program staff will work with school staff to conduct required safety drills each year.

### **2—Active and Engaged Learning**

*Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.*

The proposed activities will promote positive youth development through a focus on holistic skill-building, social/emotional learning, and group work to foster positive social

development and seek to create a community of responsible citizens through leadership opportunities.

The proposed activities focus on English Language Arts, Math, STEM, Youth Development, and Arts & Enrichment with the ultimate goal of closing the opportunity gap that too often exists between the low-income students we serve and their higher-income peers.

We seek to create opportunities for students to receive support with their core content from the previous school year. We will be leveraging the highest priority content and re-engage students in meaningful, non-routine ways to support mastery and preparedness for the upcoming school year. Input from school staff and administrators ensure alignment with the regular school year to best enhance students' academic achievement and positive youth development over the summer.

To promote student engagement and retention, we will incorporate student input in the planning of educational literacy and enrichment activities with intention towards Social and Emotional Learning (SEL) as students engage in the SEL competencies: self-awareness, social awareness, relationship skills, responsible decision making and self-management. By promoting youth voice in program design and active learning activities, we ensure that activities align with student interests to bolster engagement and promote student buy-in into activities.

The program will offer academic, enrichment, and recreational activities along with a nutritious meal/snack. We strive to create a program that reflects and aligns with the needs and wishes of our school community.

Possible Academic Enrichment activities based on school need include:

- Homework Assistance
- Academic Tutoring - Math and English
- Mathematics Enrichment
- Science Education and Technology
- Extended Homework Club Possible Enrichment offerings include:
  - Science: (i.e.: Science Explorers, STEM and more, etc.)
  - Visual and Performing Arts: (i.e.: drawing, theater, musical instruments, cheer etc.)
- Service Learning
- Science Explorer
- Resource Area For Teachers (RAFT) STEM activities, Math Explorers
- Cooking

- Photography/Yearbook
- Recreational Components include:
  - Aerobic exercise and physical fitness/nutrition education
  - Team Sports: (i.e.: flag football, basketball, softball, soccer, volleyball, drill, cheer)

### **3—Skill Building**

*Describe how the program will provide opportunities for students to experience skill building.*

In our program, we will offer academic enrichment, including the arts, physical fitness, and social/emotional learning opportunities to foster academic achievement, health, and community engagement. Academic tutoring is provided for each student based on their needs and supports achievement in English Language Arts and Mathematics. Tutoring is based on academic needs and in consultation with school data, teachers, parents and students. The program provides small group and individual tutoring.

Enrichment services will be driven by the needs and interests of students and their overall academic success. Activities are aligned with Common Core Standards and are based on instruction in the regular school year. Enrichment supports retention by engaging students in fun, interesting activities; while promoting through-provoking discussion, and building cooperative skills that will contribute to future success. Our program will support students in building skills such as foundational math and literacy skills, critical thinking, project management, organizational skills, and social-emotional management and regulation. All throughout, students will work in groups to gain technological literacy, learn the importance of teamwork, goal setting and completion to promote academic achievement and future success in college and career.

### **4—Youth Voice and Leadership**

*Describe how the program will provide opportunities for students to engage in youth voice and leadership.*

Camino Nuevo's afterschool program has actively involved students in designing academic, enrichment, and physical education services offered in the program. This has been done through ongoing solicitation of input to gauge social, emotional, and academic needs and strengths of students. Students, partner staff, and school staff have completed needs assessments that discuss need for programs as well as preferences for programming directly informed by views of students themselves. Camino Nuevo staff have participated in planning meetings using this feedback and other data points to determine the key student leadership activities to be provided. This is a high priority for the program, and the expanded learning program will welcome

school-related extracurricular activities in the afterschool hours as discussed below and set aside a space for youth leadership activities. Here, students can share viewpoints, concerns, and interests and implement leadership activities.

In addition, Camino Nuevo conducts regular student surveys at the middle and end of the school year to obtain feedback and make improvements to our services. We use the nationally standardized Panorama Survey to gain input on the student experience, school climate, and student engagement. Data obtained from the survey helps us make adjustments to our instructional practices and extracurricular programs, including providing guidance to our afterschool program partners when new priorities or needs are identified. We have used the data gathered over the last school year to inform the design of our ELO-P program and program priorities.

Camino Nuevo will work with program staff and students to establish and review program elements. Expanded learning staff will work with educational partners to develop youth-led projects. These include service learning projects such as a beach cleanup, canned food drives, and other special events. Expanded learning staff will survey all youth enrolled in services to gain insight on elements that work, new elements of benefit to students, and elements to be removed because they do not support student academic growth and development and do not spark the interest and participation of youth enrolled. Students will take an active role in the design of clubs and enrichment groups targeting interests and needs as determined in these surveys.

The expanded learning program will coordinate with school extracurricular activities to help students develop leadership skills and provide a forum for student involvement outside of the regular school day. Students will have opportunities to lead event planning for social activities to foster community at the school, such as Movie Night. They also will take a leading role in campus beautification projects that they plan and execute from start to finish.

Students will take field trips to multicultural events, such as plays and musicals and engage in projects that build upon what they learn through these trips. Student voice will inform these field trips.

## **5—Healthy Choices and Behaviors**

*Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programming.*

Our ELO-P health and wellness programs will align directly with Camino Nuevo's wellness services and California, LAUSD, and national best practices for health and wellness. All programming offered promotes the benefits of a Comprehensive School Physical Activity Program (CSPAP), where quality physical education is seen as the cornerstone and additional physical activity is integrated before, at the start of, during,

and after the school day. All physical activity programming promotes a vision of school connectedness and creates a climate where healthy competition and support fill the school with spirit and a sense of community. Camino Nuevo's wellness programming emphasizes socioemotional and physical health, both of which are supported through healthy practices and program activities. Healthy practices and program activities include the following:

- **Physical Activity:** Students have the opportunity to participate in a wide variety of physical activity during expanded learning hours. Activities are led by health and wellness instructors and include a focus on activities such as aerobics, weight lifting, yoga, Zumba, and interactive games and sports. Physical activity programming utilizes curriculum developed by SPARK and includes activities that are approximately 15-20 minutes in length and designed to help students:
  - 1) Enjoy and seek out physical activity;
  - 2) Develop a variety of basic movement and manipulative skills to help students experience fitness success and enjoy physical activity;
  - 3) Develop and maintain acceptable levels of physical fitness; and,
  - 4) Develop the ability to get along with others in movement environments (SPARK, 2016). Students learn to work as a team and collaborate together to reach shared goals.
  
- **Nutrition Education:** Students participate in nutrition education designed to make them excited about adopting healthy eating behaviors. Activities include classroom-based nutrition workshops, cooking demonstrations, taste tests, and other interactive activities. Students learn the importance of maintaining a healthy diet, choosing healthy foods, and preparing healthy snacks during out-of-school hours. For example, students work as a team to read nutrition labels, identify the ingredients, and then discuss ways to make better food choices. Working in coordination with nutrition educators, students participate in a routine and ongoing dialogue about the common foods they eat and how those foods affect their health. This is important to long term health because as students are introduced to the roots and origins of their food and how it works in their bodies, they understand how food choices impact their daily lives and health.

Healthy eating patterns in childhood and adolescence promote optimal childhood health, growth, and intellectual development; prevent immediate health problems; and may prevent long-term health problems (CDC 2020). Through nutrition education, students learn about planning meals to meet Federal MyPlate guidelines which include a focus on benefits of whole grains and dangers of soda consumption (more at MyPlate.gov). All nutrition education supports the practices established during the school day in accordance with federal school meal programs and with best practices set forth through the 2015-2020 US Dietary Guidelines for Americans and HealthyPeople 2020 national objectives. Programming also complies with Healthy Eating and Physical Activity (HEPA) standards set by the National Afterschool Association (NAA).

Camino Nuevo reinforces these healthy practices by maintaining partnerships with various health and wellness organizations. For example, we have partnered with the LA84 Foundation for donations of physical activity equipment, which students were able to take home and use to supplement in- and after-school physical education activities. We also work with various community organizations to promote health and wellness for our students, including the Bresee Foundation through their LAFC Scholars partnership and Didi Hirsch for mental health services. We also provide school-based mental health services as a core school service to reinforce mental and socioemotional health for our students.

The program will provide healthy meals each day in accordance with the program schedule that follow USDA school meal guidelines. For example, if a snack is offered then the snack would typically consist of a fresh fruit and a whole grain item such as baked crackers.

### **6—Diversity, Access, and Equity**

*Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.*

The program implemented at Camino Nuevo will predominantly serve Latino students and families, as well as diverse students from other backgrounds that include white, African American, and Asian-American. We will work with our partners to maintain a very strong commitment to diversity and celebration of student cultures that is a foundational feature of Camino Nuevo and the expanded learning program.

The specific goal of services is to provide a program that sparks dynamic interests of students, helps them succeed in school and prepare for high school success and postsecondary opportunities. The program works with students to promote and help them experience values that embrace diversity and equity regardless of race, color, religion, sex, age, income level, national origin, physical ability, sexual orientation and/or gender identity and expression. Orientation and ongoing professional development services provided quarterly will include diversity, equity, and sensitivity training, including specific steps to outreach to students with disabilities to accommodate the physical and developmental abilities of all students served, as described in more detail below.

All outreach materials and policies (such as in the Program Plan) will explicitly express this commitment to diversity and equity in all services. This commitment will be further extended through the creation of a welcoming environment respectful and celebratory of diversity in program materials, signage, displays and banners - both in the physical environment and online. Program staff and partners will actively reach out to members of the community (such as parents, neighborhood residents, and community partners) to seek ongoing information and strategies to support student and family needs.

A fundamental point will be the opportunities given to students and families in the program as well as staff to share experiences from their diverse experiences and backgrounds. This will include services such as specific planning for high school success and postsecondary opportunities and college from the perspective and knowledge base of low-income students who in many cases would be the first in their family to attend college. Enrichment opportunities, guided by students themselves, will embrace the diversity and rich cultural heritage students and their families bring to the expanded learning program. A sampling of programming could include art classes, music production, service learning projects, and STEM projects like Robotics. In art classes students could explore the roots of the Latino experience in the City of LA and elsewhere by studying neighborhood murals and potentially creating murals at their own school site. During the summer students could visit museums like the Museum of Latin American Art or La Plaza De Cultura Y Artes to be exposed to the rich Latino art displayed throughout the city. As part of our programming we could also curate a children's book library that includes books by diverse authors with diverse character representations aligned to our Ethnic Studies Program that will further enrich student learning. Staff members could engage students in interactive read alouds each day and students could also be encouraged to read independently and explore their interests. Other possibilities include music classes that allow students to explore cultural influences and signposts in digital creation of music. During Service Learning projects students could plan and implement projects such as a neighborhood clean-up/beautification that encourages them to embrace their unique backgrounds and understand strengths that they bring to projects to make their neighborhood a better place. STEM projects (such as Robotics) and mentorship opportunities provided to students will allow students to explore themes of diversity and cultural expression while allowing them to connect to successful persons of color through partnerships with groups such as Latinas in STEM.

We have a strong and explicit commitment to diversity and equity for all students served. This is and will continue to be stated in all outreach, marketing, and informational material regarding program services disseminated to students and family members. It will be a critical part of all orientation and ongoing professional development for staff members and volunteers providing services in the program. As part of our student and parent surveys conducted twice yearly at the beginning and end of each program year, the program will gather additional information regarding students with disabilities, English Language Learners, and other students with potential barriers to better understand needs and implement services to meet these needs. This will include students who have been truant, suspended, or expelled, and we will serve them in the program to help improve their academic achievement and attendance. Our partners will draw from best practices developed from their experience serving at-risk youth, using proven research based interventions to re-engage youth in academics and prepare for their futures. Camino Nuevo also holds expertise in this area and will work closely with our partners to ensure the program design meets the needs of our students.

Specific best practices for working with students with potential barriers include a

partnership with the California School-Age Consortium (CAL SAC) to conduct trainings for staff at Camino Nuevo on the needs and potential services for ELs and students enrolled in special education services. This includes trainings on Knowing English Learners, English Language Development, Effective Communication with Children & Youth, Developmental Trends 201, Cultural Conflicts and Strategies: Movement Toward Equity and Inclusion, Academic Support, and Linkages to the School Day, Healthy Cultural Identities and Engaging Families and Communities, The Role of Staff in Behavior Guidance, and Including Children and Youth with Disruptive Behaviors. Specific curricula used in the expanded learning program that offer activities and instruction in support of students with potential barriers include using KidzLit ReadyThinkLearn, Achieve, and Write Brain.

Strategies for outreach and inclusion of students with potential barriers include working with teachers, staff, and counselors to recruit and enroll these students, with site staff training of partners to better understand student skills, needs, and best practice supports. Staff will meet with teachers at the beginning of each year and monthly to address concerns and integrate appropriate curriculum and materials to meet student needs and link learning from the regular school day with the expanded learning program. Working with teachers, program staff will implement useful elements to a successful integration and work in partnership with teachers and parents to implement strategies to promote student learning and development.

Camino Nuevo has a high proportion of English Language Learners and a strong need for services to support these students in the out of school hours. According to *English Language Learners: Becoming Fluent in Afterschool* (2011), afterschool programs offer an excellent opportunity to support ELs, particularly when they provide direct language instruction, time to practice oral language skills, language scaffolding during academic content instruction, and strong parent engagement. The ASES program will use the *Success for All* reading program (selected by the Best Evidence Encyclopedia of the U.S. Department of Education). The program will use peer assisted learning strategies, instructional conversations and literacy logs as best practices demonstrated by research to be effective in increasing EL achievement.

Interactive teaching methods include immediate feedback/correction, oral practice, systematic review for reinforcement of vocabulary and pronunciation, and read-alouds. Homework help will be provided each day and documented in journals. This is a critical need at schools like Camino Nuevo with high EL populations, as students often lack support to complete work at home.

## **7—Quality Staff**

*Describe how the program will provide opportunities for students to engage with quality staff.*

Camino Nuevo ensures that all staff members who directly supervise/teach pupils meet minimum requirements of their position by confirming all credential requirements prior to

onboarding. To further confirm, Camino Nuevo administrators are involved in the interviewing process for ELOP program staff and will confirm eligibility.

Camino Nuevo will work with our partners to ensure that the selection of staff is based on defined qualifications, including teaching experience and subject matter expertise. Experience working with low-income students is critical. The program will recruit tutors with at least two years of college experience. Camino Nuevo will hire a Director of Expanded Learning to oversee the management of our program. This position will require a BA degree, demonstrated leadership experience and experience in school programming/teaching. In addition, CNCA will also hire site-level Expanded Learning Coordinators to manage programming at each of our school sites. The requirements for this position include at least two years of college experience, and demonstrated success working with students and families in an academic or recreational setting. Requirements are posted and advertised, and only candidates who meet all qualifications will be hired.

The Director of Expanded Learning will design and guide staff development in support of expanded learning. The Expanded Learning Coordinator at each site, will manage and support their school site team with the implementation of the program and staff development. Recruitment is led by Camino Nuevo's Human Assets Team, working with the Director of Expanded Learning, the Expanded Learning Coordinators and Site Leaders. Staff will have clear titles and responsibilities, and receive a competitive salary.

Camino Nuevo Charter Academy will make it a priority to employ personnel who have succeeded in overcoming barriers of circumstances such as those found in the surrounding communities we serve. They bring to their task an understanding of challenges and rewards of growing up in predominantly Latino and low-income communities. All job postings and descriptions will emphasize preference for local hires and specify skills, such as bilingual language abilities, that support hiring of personnel similar to students served in the program.

### **8—Clear Vision, Mission, and Purpose**

*Describe the program's clear vision, mission, and purpose.*

Camino Nuevo Charter Academy's mission is to educate students in a college preparatory program to be literate, critical thinkers, and independent problem solvers who are agents of social justice with sensitivity toward the world around them. Aligned with this, Camino Nuevo will offer an Expanded Learning Opportunities Program for students in TK-6 (priority) and 7th and 8th in collaboration with the afterschool ASES program open to all TK - 8 students. All of our free Expanded Learning programs will be designed to support the following purposes:

- Exceptional academic support programs to serve diverse learners in their growth and achievement of grade level standards and beyond

- Enriching Arts programs that offer students exposure and access to visual and performing arts
- Athletic programs focused on developing physical skills needed to participate and excel in a variety of sports
- STEM programs that will help our students become creators and innovators who can build foundational 21st century skills needed to compete in the global marketplace

Our vision is for our schools to offer a safe Expanded Learning environment where student leadership and student voice are valued and appreciated. This environment will foster a community of growth and learning in all of our focus areas and support students' positive development as students, scholars, and social justice leaders. The below chart expands upon our program goals as related to this vision.

### Program Goals

Category	Goal and Objectives	Services and/or Activities
<b>Academic Support</b>	<p><b>Objective (1):</b> Communicate with teachers about things being learned during the day to try and incorporate similar activities after school</p> <p><b>Objective (2):</b> Keep track of academic growth through their quarterly benchmarks.</p>	Focused homework assistance

Category	Goal and Objectives	Services and/or Activities
<b><i>Educational Enrichment</i></b>	<p><b>Goal:</b> To enhance academic improvement through hands-on activities. Develop the interpersonal skills necessary to be successful personally and academically.</p> <p><b>Objective (1):</b> Align enrichment clubs to extracurricular activities offered during the day school.</p> <p><b>Objective (2):</b> Leadership class run by scholars.</p>	<p>STEM Club</p> <p>Visual and Performing Arts program</p> <p>Leadership Club</p>
<b><i>Athletics/Recreation</i></b>	<p><b>Goal:</b> To promote student well-being through opportunities to learn about and practice balanced nutrition, physical activity and other healthy choices in an environment that supports a healthy lifestyle.</p>	<p>Street hockey</p> <p>Tennis</p> <p>Kickball</p> <p>Basketball</p> <p>Assign rotations, for all grades to participate in the different sports</p>

	<p><b>Objective (1):</b> Expand student horizons by introducing unfamiliar sports</p> <p><b>Objective (2):</b> Structured play for all grades</p>	
<p><b>Youth Involvement &amp; Development</b></p>	<p><b>Goal:</b> Create a community of responsible citizens and provide parents with information about the after-school program instructional activities</p> <p><b>Objective (1):</b> Host open house for the afterschool program to inform parents about ongoing programming and connect them with program objectives</p> <p><b>Objective (2):</b> Host quarterly “What’s Up” meetings with students for each grade level to discuss concerns/ changes that need to be made in the program</p>	<p>Open house</p> <p>Meet and Greets</p> <p>Quarterly Parent orientations</p> <p>Student “What’s Up” meetings</p>

### 9—Collaborative Partnerships

*Describe the program’s collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.*

Camino Nuevo has an MOU to provide all afterschool services and a longstanding partnership with Think Together as our primary service provider for summer expanded learning services, including the proposed ELO-P program services. The Think Together team works collaboratively with school administrators, school personnel and families to gather feedback, design programming and implement high-quality afterschool programming.

In addition, we work closely alongside our sister foundation, Pueblo Nuevo Education & Development Group, to provide additional enrichment activities and wraparound supportive services. Pueblo Nuevo and Camino Nuevo work together to deliver a continuum of programs and services to help increase educational equity and expand educational opportunities for students. Their programming priorities include expanding

access and fostering success in higher education through our Camino through College program; providing learning opportunities in the arts and sciences that enrich students' lives; providing school-based mental health and wraparound services to support our students and families; and, engaging authentically with our families and partners to strengthen communities. They will continue to provide these services during our ELO-P program.

Other partners may include:

<b>Collaborative Partner</b>	<b>Duties/Responsibilities and/or Contributions</b>
Breese Foundation	Family Wraparound Supports
Everybody Dance	Dance and arts programming
LA Philharmonic	YOLA at Camino Nuevo music education programming
Our House	Grief Counseling Services
Saban Community Clinic	Health Services for students and families
LA Regional Food Bank	Food access for families
Didi Hirsch	Mental Health Services for students and families

## **10—Continuous Quality Improvement**

*Describe the program's Continuous Quality Improvement plan.*

Camino Nuevo will use a robust combination of measures to gauge student success in programming. At their roots, analyzed measures of student success are grounded in the Quality Standards for Expanded Learning in California as defined by the California Department of Education (CDE). These quality standards rely on the following success measures to ensure that our program adheres to quality improvement standards and reflects a culture of continuous growth necessary to support students.

CNCA has an internal Knowledge Management Team that will support with data tracking and reporting. Tracked measures of student success could include school attendance, parent and student satisfaction, and academic improvement. To enhance accountability and data-driven best practices, CNCA will use a number of data tracking and monitoring procedures. CNCA will collect attendance data, conduct site visits, and program monitoring and technical assistance routinely. Attendance data is collected on

a weekly basis by the Site Supervisor.

Surveys will be administered annually. Feedback garnered through this process is used to make improvements to the program for the following academic year to ensure that the program structure is meeting the needs of the community. In designing the program for success, we analyze academic achievement on a school wide basis by looking at CDE proficiency scores for English Language Arts (ELA) and mathematics and demographics for enrolled students (including free and reduced priced lunch enrollment, ethnicity, and gender) to determine program and school specific needs. This data is used to tailor the Program Plan and ELO-P activities to reflect the specific academic and cultural needs of the student base. Moreover, in an effort to ensure that all programming is an extension of the school day, ELO-P staff may meet with school administrators and instructional day teachers on a weekly to monthly basis to gain an understanding of both general needs and needs specific to the individual students

These measures of student success are coherent with the instructional day and the overarching goals of the program. All of the programming offered through Expanded Learning services act as an extension of the school day. Activities are in line with the priorities of the school and reflect the academic and cultural needs of the student base. Teachers and administrators are incorporated into the site activity planning process to ensure that our students continue to learn and grow during their time in Expanded Learning.

Camino Nuevo is committed to maintaining a data-driven CQI process based on the Quality Standards for Expanded Learning in California as defined by CDE. This quality improvement process creates a framework of clear expectations and a shared vision of quality among multiple educational partners. This sets forth a cycle of continuous quality improvement which is based on three steps: 1) Assessment of Program Quality, which employs data collection on the program using multiple strategies, 2) Planning, which allows the program to use data to generate and implement an action plan for quality improvement, and 3) Improve Program Quality, which allows for staff to implement the action plan and reflect upon progress during implementation.

Once goals in the action plan are met, the action plan is reassessed allowing for ongoing rapid quality improvement. More than these steps, our vision for continuous quality improvement allows for quality improvement at the programmatic level, staff level, and participant level, thus allowing the program's impact to continue to evolve to meet the needs of an ever- changing base. Our program will establish a clearly defined continuous quality improvement plan that includes: 1) outcomes improvement goals and action steps, 2) a timeline with dates for action steps and quality improvement discussions, 3) feedback from staff, youth, parents, and partners, 4) description of the information or data needed to assess quality, and 5) clear description of the responsibilities for each person on the improvement team. This plan is used as the guiding document to facilitate continuous quality improvement in the after school program. Results of annual assessments will be used to make improvements to the

program design to meet the needs of the students and families at Camino Nuevo, allowing for the program to be refined, improved and strengthened continuously to meet the evolving needs of the program base.

## **11—Program Management**

*Describe the plan for program management.*

Our overarching goal is that we work to ensure that our students are *college ready, college bound*. Our after school program partnership is established to focus on college preparation through academic and enrichment supports. CNCA plans to partner with our ELO-P program provider to close gaps in academic achievement and motivate our students to succeed.

Program operations are overseen by the Director of Expanded Learning and the Director of Operations. There is a VP of Student and Family Support Services who directly oversees the Director, who supervises Site Coordinators across the network. Site Coordinators oversee all school-based Youth Leaders.

- VP of Student & Family Support Services: responsible for ensuring support for the Director of Expanded Learning and ensuring grant compliance.
- Director of Expanded Learning: responsible for program oversight, staff supervision, partnerships across the network of CNCA schools; responsible for program evaluation and quality improvement data analysis; and collaborate with Think Together's internal Research & Evaluation team.
- Expanded Learning Site Coordinators: responsible for on-site program administration and oversight, including supervising staff such as Tutors and Enrichment Instructors.
- Youth Leaders: Implement academic support and enrichment programming, maintaining a 20:1 student to staff ratio
- Director of Knowledge Management: responsible for tracking and reviewing attendance data; provides regular reports and compliance assurance on programs across all sites, collaborate with Director of Expanded Learning
- VP of Finance and Business Services: responsible for maintaining budgets and fiscal reporting.

The Director of Expanded Learning and the Site Coordinators will be responsible for managing relationships with school personnel. Monthly meetings between the Director of Expanded Learning and the Site Coordinator and school administration ensure schools are informed about expanded learning activities and permit continuation of projects and learning from the regular school day to the expanded learning program. Administrators advise the Director and site coordinators monthly about areas where support is needed. Teachers will be hired for teaching roles in the program to further strengthen links.

CNCA is committed to meeting all reporting expectations for this grant. Currently,

quarterly expenditure reports are submitted for each of our existing afterschool grants. These reports adhere to California school accounting standards and demonstrate that no less than 85% of the program's expenditures are for direct services to students. An annual independent financial audit of the books and records of CNCA will be conducted for each fiscal year. The books and records of CNCA will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The CNCA audit shall be conducted in accordance with applicable provisions with the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide including a Single Audit, previously known as OMB circular A-133.

### **General Questions**

#### **Existing After School Education and Safety (ASES) and 21<sup>st</sup> Community Learning Centers (21<sup>st</sup> CCLC) Elementary and Middle School grantees.**

*ASES, 21<sup>st</sup> CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.*

CNCA is committed to ensuring all afterschool programming is managed and assessed as a single, comprehensive offering for our students. As stated above, the leadership structure for afterschool programming is singular, meaning that all staff involved will lead on-site programming regardless of the funding stream. We will have dedicated personnel to provide comprehensive oversight and aligned quality controls for all site programs. The guidelines for student selection and participation in afterschool programming will remain fluid, with no restrictions on participating in programming from different funding streams. To further the programs' unification, offerings will be complementary and not duplicative, allowing students a variety of interests to explore.

#### **Transitional Kindergarten and Kindergarten**

*Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil to-staff member ratio of no more than 10 to 1. (EC Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?*

One of our top priorities in developing this program is to ensure that all staff are fully qualified to address the developmental needs of students, including our youngest TK pupils. This includes recruitment of individuals pursuing early elementary education or child development certificates, which will begin in the spring. Our recruitment efforts

will need to be intensified for staff at the transitional kindergarten and kindergarten levels, in order to maintain the required pupil to staff ratio of 10 to 1. We will intentionally staff our program to maintain the required ratios. In addition, Camino Nuevo has prior experience offering a high-quality, CSPP program. We will use the lessons learned from this program to inform the staffing and design of our ELO-P program for our youngest learners.

Camino Nuevo is currently revamping our vision and curriculum for TK in order to align with the state's shift to increased TK access. We have a TK Committee, composed of primary and preschool teachers and administrators, who are meeting on a bimonthly basis to set the vision, determine academic and socio-emotional benchmarks, and align resources and schedules to those. This committee is also determining the ongoing professional development plan for all educators serving TK students, including those brought on through the ELO-P program.

Our vision for TK, which will apply to both in-school and supplemental programs, is:

At Camino Nuevo Charter Academy, transitional kindergarten is the start of a powerful 10-year learning journey in our TK-8 schools. We believe that every child is capable of learning and that children learn best when engaged in joyful experiences that promote curiosity, including inquiry and play. Educators individualize learning for the TK student by gathering all types of data, including getting to know the children, their families, and their funds of knowledge in order to bring them into the classroom. We know the power of community-school partnerships and seek to make the school a safe place for all families and children. In order to do all of this well, TK educators must be lifelong learners and innovators in order to design TK curriculum that aligns to the developmental needs of our students, meets them where they are and helps them realize their full academic and socio-emotional potential.

### **Sample Program Schedule**

*Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.*

### **Sample School Day Schedule**

<b>Time</b>	<b>Activity</b>
7:30-7:55	Drop Off & Breakfast
7:55-8:10	Handwashing & Morning Routines

8:10-8:40	Circle Time
8:40-9:00	Spanish Phonics
9:00-9:15	Recess
9:15-9:20	Mindfulness
9:20-10:30	Math
10:30-10:45	Read Aloud
10:45-11:00	English Phonics
11:00-11:35	Lunch & Recess
11:35-12:10	Reading
12:10-12:35	Social Studies/Science (Alternating Days)
12:35-1:30	Writing
1:30-1:50	Electives (Art, PE, Music)
1:50-2:25	Purposeful Play
2:25-2:55	ELD
2:55-3:05	Clean Up & Transition to ELO-P
3:05-3:30	Afterschool: Snack & Recess
3:30-4:15	Academic Support: Homework, Learning Games, Small Group Intervention, Reading Time
4:15-4:50	STEM Enrichment
4:50-5:00	Clean Up & Dismissal

### **Sample Summer/Intersession Schedule (STEAM Camp Example)**

<b>Time</b>	<b>Activity</b>
7:30-7:55	Drop Off & Breakfast
7:55-8:10	Handwashing & Morning Routines

8:10-8:40	Circle Time
8:40-9:30	Science Station 1 (Hands-On, Inquiry Based Project)
9:30-9:45	Snack & Recess
9:45-10:45	Science Station 2 (Hands-On, Inquiry Based Project)
10:45-11:15	Choice Time: Centers
11:15-12:00	Lunch & Recess
12:00-12:20	Read Aloud
12:20-1:20	Science Station 3 (Hands-On, Inquiry Based Project)
1:20-2:00	Science-Based Reading & Writing
2:00-2:15	Afternoon Recess
2:15-2:45	Closing Circle & Camp Celebrations
2:45-3:00	Clean Up & Transition to Extended Day Care
3:00-3:30	Snack & Play
3:30-3:50	Quiet Reading & Rest
3:50-4:30	Art Activity
4:30-4:45	Clean Up & Dismissal

**Expanded Learning Opportunities  
Program Plan Guide**



**Camino  
Nuevo  
Charter  
Academy**

**Prepared by:**  
Camino Nuevo Elementary School #3  
1723 W Cordova St.  
Los Angeles, CA 90007  
323-730-7160

**Expanded Learning Opportunities  
Program Plan**

**Name of Local Educational Agency and Expanded Learning Opportunities  
Program Site(s)**

**Local Educational Agency (LEA) Name:** Camino Nuevo Elementary School #3  
**Contact Name:** John Laughlin, Principal  
**Contact Email:** jay.laughling@caminonuevo.org  
**Contact Phone:** 323-730-7160

**Instructions:** Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. Camino Nuevo Elementary School #3

## **Expanded Learning Opportunities Program Plan**

### **1—Safe and Supportive Environment**

*Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the school site or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.*

Our ELO-P program is structured to provide a safe and supportive environment for our students that meets their developmental, physical, and social-emotional needs. Our program will incorporate elements such as adequate space indoors and outdoors for program services. Indoor areas used for the program will have adequate heat and light, room for storing belongings, and be equipped with materials to enhance learning opportunities. Recreational equipment will be plentiful and safe and under a safety review each quarter, or more often if needed to ensure safety of youth served. All program staff will be trained in safety, first aid, and trauma-informed learning practices as part of their onboarding.

Since our afterschool program is located on our campus, we consider the afterschool program an extension of our school day and structure it as such. Offering the program on-site minimizes transportation barriers that could otherwise impact students who would not be able to participate. To enhance student learning we may offer enrichment field trips for students; transportation to and from offsite locations will be provided as part of the program.

Additionally, staff will complete incident reporting training to ensure that all safety or other incidents are documented and communicated to appropriate supervisory and/or school staff, and families. The program will clearly document and communicate all incidents that impact safety through written reports and email and telephone records. Our program will maintain an easily accessible and up-to-date record of all students participating in the program with current emergency contacts for program activities and field trips. It will align to the school safety procedures already in place, including for emergency and safety drills. Program staff will work with school staff to conduct required safety drills each year.

### **2—Active and Engaged Learning**

*Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.*

The proposed activities will promote positive youth development through a focus on holistic skill-building, social/emotional learning, and group work to foster positive social development and seek to create a community of responsible citizens through leadership

opportunities.

The proposed activities focus on English Language Arts, Math, STEM, Youth Development, and Arts & Enrichment with the ultimate goal of closing the opportunity gap that too often exists between the low-income students we serve and their higher-income peers.

We seek to create opportunities for students to receive support with their core content from the previous school year. We will be leveraging the highest priority content and re-engage students in meaningful, non-routine ways to support mastery and preparedness for the upcoming school year. Input from school staff and administrators ensure alignment with the regular school year to best enhance students' academic achievement and positive youth development over the summer.

To promote student engagement and retention, we will incorporate student input in the planning of educational literacy and enrichment activities with intention towards Social and Emotional Learning (SEL) as students engage in the SEL competencies: self-awareness, social awareness, relationship skills, responsible decision making and self-management. By promoting youth voice in program design and active learning activities, we ensure that activities align with student interests to bolster engagement and promote student buy-in into activities.

The program will offer academic, enrichment, and recreational activities along with a nutritious meal/snack. We strive to create a program that reflects and aligns with the needs and wishes of our school community.

Possible Academic Enrichment activities based on school need include:

- Homework Assistance
- Academic Tutoring - Math and English
- Mathematics Enrichment
- Science Education and Technology
- Extended Homework Club Possible Enrichment offerings include:
- Science: (i.e.: Science Explorers, STEM and more, etc.)
- Visual and Performing Arts: (i.e.: drawing, theater, musical instruments, cheer etc.)
- Service Learning
- Science Explorer
- Resource Area For Teachers (RAFT) STEM activities, Math Explorers
- Cooking
- Photography/Yearbook

- Recreational Components include:
  - Aerobic exercise and physical fitness/nutrition education
  - Team Sports: (i.e.: flag football, basketball, softball, soccer, volleyball, drill, cheer)

### **3—Skill Building**

*Describe how the program will provide opportunities for students to experience skill building.*

In our program, we will offer academic enrichment, including the arts, physical fitness, and social/emotional learning opportunities to foster academic achievement, health, and community engagement. Academic tutoring is provided for each student based on their needs and supports achievement in English Language Arts and Mathematics. Tutoring is based on academic needs and in consultation with school data, teachers, parents and students. The program provides small group and individual tutoring.

Enrichment services will be driven by the needs and interests of students and their overall academic success. Activities are aligned with Common Core Standards and are based on instruction in the regular school year. Enrichment supports retention by engaging students in fun, interesting activities; while promoting through-provoking discussion, and building cooperative skills that will contribute to future success. Our program will support students in building skills such as foundational math and literacy skills, critical thinking, project management, organizational skills, and social-emotional management and regulation. All throughout, students will work in groups to gain technological literacy, learn the importance of teamwork, goal setting and completion to promote academic achievement and future success in college and career.

### **4—Youth Voice and Leadership**

*Describe how the program will provide opportunities for students to engage in youth voice and leadership.*

Camino Nuevo's afterschool program has actively involved students in designing academic, enrichment, and physical education services offered in the program. This has been done through ongoing solicitation of input to gauge social, emotional, and academic needs and strengths of students. Students, partner staff, and school staff have completed needs assessments that discuss need for programs as well as preferences for programming directly informed by views of students themselves. Camino Nuevo staff have participated in planning meetings using this feedback and other data points to determine the key student leadership activities to be provided. This is a high priority for the program, and the expanded learning program will welcome school-related extracurricular activities in the afterschool hours as discussed below and

set aside a space for youth leadership activities. Here, students can share viewpoints, concerns, and interests and implement leadership activities.

In addition, Camino Nuevo conducts regular student surveys at the middle and end of the school year to obtain feedback and make improvements to our services. We use the nationally standardized Panorama Survey to gain input on the student experience, school climate, and student engagement. Data obtained from the survey helps us make adjustments to our instructional practices and extracurricular programs, including providing guidance to our afterschool program partners when new priorities or needs are identified. We have used the data gathered over the last school year to inform the design of our ELO-P program and program priorities.

Camino Nuevo will work with program staff and students to establish and review program elements. Expanded learning staff will work with educational partners to develop youth-led projects. These include service learning projects such as a beach cleanup, canned food drives, and other special events. Expanded learning staff will survey all youth enrolled in services to gain insight on elements that work, new elements of benefit to students, and elements to be removed because they do not support student academic growth and development and do not spark the interest and participation of youth enrolled. Students will take an active role in the design of clubs and enrichment groups targeting interests and needs as determined in these surveys.

The expanded learning program will coordinate with school extracurricular activities to help students develop leadership skills and provide a forum for student involvement outside of the regular school day. Students will have opportunities to lead event planning for social activities to foster community at the school, such as Movie Night. They also will take a leading role in campus beautification projects that they plan and execute from start to finish.

Students will take field trips to multicultural events, such as plays and musicals and engage in projects that build upon what they learn through these trips. Student voice will inform these field trips.

## **5—Healthy Choices and Behaviors**

*Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programming.*

Our ELO-P health and wellness programs will align directly with Camino Nuevo's wellness services and California, LAUSD, and national best practices for health and wellness. All programming offered promotes the benefits of a Comprehensive School Physical Activity Program (CSPAP), where quality physical education is seen as the cornerstone and additional physical activity is integrated before, at the start of, during, and after the school day. All physical activity programming promotes a vision of school

connectedness and creates a climate where healthy competition and support fill the school with spirit and a sense of community. Camino Nuevo's wellness programming emphasizes socioemotional and physical health, both of which are supported through healthy practices and program activities. Healthy practices and program activities include the following:

- **Physical Activity:** Students have the opportunity to participate in a wide variety of physical activity during expanded learning hours. Activities are led by health and wellness instructors and include a focus on activities such as aerobics, weight lifting, yoga, Zumba, and interactive games and sports. Physical activity programming utilizes curriculum developed by SPARK and includes activities that are approximately 15-20 minutes in length and designed to help students:
  - 1) Enjoy and seek out physical activity;
  - 2) Develop a variety of basic movement and manipulative skills to help students experience fitness success and enjoy physical activity;
  - 3) Develop and maintain acceptable levels of physical fitness; and,
  - 4) Develop the ability to get along with others in movement environments (SPARK, 2016). Students learn to work as a team and collaborate together to reach shared goals.
  
- **Nutrition Education:** Students participate in nutrition education designed to make them excited about adopting healthy eating behaviors. Activities include classroom-based nutrition workshops, cooking demonstrations, taste tests, and other interactive activities. Students learn the importance of maintaining a healthy diet, choosing healthy foods, and preparing healthy snacks during out-of-school hours. For example, students work as a team to read nutrition labels, identify the ingredients, and then discuss ways to make better food choices. Working in coordination with nutrition educators, students participate in a routine and ongoing dialogue about the common foods they eat and how those foods affect their health. This is important to long term health because as students are introduced to the roots and origins of their food and how it works in their bodies, they understand how food choices impact their daily lives and health.

Healthy eating patterns in childhood and adolescence promote optimal childhood health, growth, and intellectual development; prevent immediate health problems; and may prevent long-term health problems (CDC 2020). Through nutrition education, students learn about planning meals to meet Federal MyPlate guidelines which include a focus on benefits of whole grains and dangers of soda consumption (more at MyPlate.gov). All nutrition education supports the practices established during the school day in accordance with federal school meal programs and with best practices set forth through the 2015-2020 US Dietary Guidelines for Americans and HealthyPeople 2020 national objectives. Programming also complies with Healthy Eating and Physical Activity (HEPA) standards set by the National Afterschool Association (NAA).

Camino Nuevo reinforces these healthy practices by maintaining partnerships with various health and wellness organizations. For example, we have partnered with the LA84 Foundation for donations of physical activity equipment, which students were able to take home and use to supplement in- and after-school physical education activities. We also work with various community organizations to promote health and wellness for our students, including the Bresee Foundation through their LAFC Scholars partnership and Didi Hirsch for mental health services. We also provide school-based mental health services as a core school service to reinforce mental and socioemotional health for our students.

The program will provide healthy meals each day in accordance with the program schedule that follow USDA school meal guidelines. For example, if a snack is offered then the snack would typically consist of a fresh fruit and a whole grain item such as baked crackers.

### **6—Diversity, Access, and Equity**

*Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.*

The program implemented at Camino Nuevo will predominantly serve Latino students and families, as well as diverse students from other backgrounds that include white, African American, and Asian-American. We will work with our partners to maintain a very strong commitment to diversity and celebration of student cultures that is a foundational feature of Camino Nuevo and the expanded learning program.

The specific goal of services is to provide a program that sparks dynamic interests of students, helps them succeed in school and prepare for high school success and postsecondary opportunities. The program works with students to promote and help them experience values that embrace diversity and equity regardless of race, color, religion, sex, age, income level, national origin, physical ability, sexual orientation and/or gender identity and expression. Orientation and ongoing professional development services provided quarterly will include diversity, equity, and sensitivity training, including specific steps to outreach to students with disabilities to accommodate the physical and developmental abilities of all students served, as described in more detail below.

All outreach materials and policies (such as in the Program Plan) will explicitly express this commitment to diversity and equity in all services. This commitment will be further extended through the creation of a welcoming environment respectful and celebratory of diversity in program materials, signage, displays and banners - both in the physical environment and online. Program staff and partners will actively reach out to members of the community (such as parents, neighborhood residents, and community partners) to seek ongoing information and strategies to support student and family needs.

A fundamental point will be the opportunities given to students and families in the

program as well as staff to share experiences from their diverse experiences and backgrounds. This will include services such as specific planning for high school success and postsecondary opportunities and college from the perspective and knowledge base of low-income students who in many cases would be the first in their family to attend college. Enrichment opportunities, guided by students themselves, will embrace the diversity and rich cultural heritage students and their families bring to the expanded learning program. A sampling of programming could include art classes, music production, service learning projects, and STEM projects like Robotics. In art classes students could explore the roots of the Latino experience in the City of LA and elsewhere by studying neighborhood murals and potentially creating murals at their own school site. During the summer students could visit museums like the Museum of Latin American Art or La Plaza De Cultura Y Artes to be exposed to the rich Latino art displayed throughout the city. As part of our programming we could also curate a children's book library that includes books by diverse authors with diverse character representations aligned to our Ethnic Studies Program that will further enrich student learning. Staff members could engage students in interactive read alouds each day and students could also be encouraged to read independently and explore their interests. Other possibilities include music classes that allow students to explore cultural influences and signposts in digital creation of music. During Service Learning projects students could plan and implement projects such as a neighborhood clean-up/beautification that encourages them to embrace their unique backgrounds and understand strengths that they bring to projects to make their neighborhood a better place. STEM projects (such as Robotics) and mentorship opportunities provided to students will allow students to explore themes of diversity and cultural expression while allowing them to connect to successful persons of color through partnerships with groups such as Latinas in STEM.

We have a strong and explicit commitment to diversity and equity for all students served. This is and will continue to be stated in all outreach, marketing, and informational material regarding program services disseminated to students and family members. It will be a critical part of all orientation and ongoing professional development for staff members and volunteers providing services in the program. As part of our student and parent surveys conducted twice yearly at the beginning and end of each program year, the program will gather additional information regarding students with disabilities, English Language Learners, and other students with potential barriers to better understand needs and implement services to meet these needs. This will include students who have been truant, suspended, or expelled, and we will serve them in the program to help improve their academic achievement and attendance. Our partners will draw from best practices developed from their experience serving at-risk youth, using proven research based interventions to re-engage youth in academics and prepare for their futures. Camino Nuevo also holds expertise in this area and will work closely with our partners to ensure the program design meets the needs of our students.

Specific best practices for working with students with potential barriers include a partnership with the California School-Age Consortium (CAL SAC) to conduct trainings

for staff at Camino Nuevo on the needs and potential services for ELs and students enrolled in special education services. This includes trainings on Knowing English Learners, English Language Development, Effective Communication with Children & Youth, Developmental Trends 201, Cultural Conflicts and Strategies: Movement Toward Equity and Inclusion, Academic Support, and Linkages to the School Day, Healthy Cultural Identities and Engaging Families and Communities, The Role of Staff in Behavior Guidance, and Including Children and Youth with Disruptive Behaviors. Specific curricula used in the expanded learning program that offer activities and instruction in support of students with potential barriers include using KidzLit ReadyThinkLearn, Achieve, and Write Brain.

Strategies for outreach and inclusion of students with potential barriers include working with teachers, staff, and counselors to recruit and enroll these students, with site staff training of partners to better understand student skills, needs, and best practice supports. Staff will meet with teachers at the beginning of each year and monthly to address concerns and integrate appropriate curriculum and materials to meet student needs and link learning from the regular school day with the expanded learning program. Working with teachers, program staff will implement useful elements to a successful integration and work in partnership with teachers and parents to implement strategies to promote student learning and development.

Camino Nuevo has a high proportion of English Language Learners and a strong need for services to support these students in the out of school hours. According to *English Language Learners: Becoming Fluent in Afterschool* (2011), afterschool programs offer an excellent opportunity to support ELs, particularly when they provide direct language instruction, time to practice oral language skills, language scaffolding during academic content instruction, and strong parent engagement. The ASES program will use the *Success for All* reading program (selected by the Best Evidence Encyclopedia of the U.S. Department of Education). The program will use peer assisted learning strategies, instructional conversations and literacy logs as best practices demonstrated by research to be effective in increasing EL achievement.

Interactive teaching methods include immediate feedback/correction, oral practice, systematic review for reinforcement of vocabulary and pronunciation, and read-alouds. Homework help will be provided each day and documented in journals. This is a critical need at schools like Camino Nuevo with high EL populations, as students often lack support to complete work at home.

## **7—Quality Staff**

*Describe how the program will provide opportunities for students to engage with quality staff.*

Camino Nuevo ensures that all staff members who directly supervise/teach pupils meet minimum requirements of their position by confirming all credential requirements prior to onboarding. To further confirm, Camino Nuevo administrators are involved in the

interviewing process for ELOP program staff and will confirm eligibility.

Camino Nuevo will work with our partners to ensure that the selection of staff is based on defined qualifications, including teaching experience and subject matter expertise. Experience working with low-income students is critical. The program will recruit tutors with at least two years of college experience. Camino Nuevo will hire a Director of Expanded Learning to oversee the management of our program. This position will require a BA degree, demonstrated leadership experience and experience in school programming/teaching. In addition, CNCA will also hire site-level Expanded Learning Coordinators to manage programming at each of our school sites. The requirements for this position include at least two years of college experience, and demonstrated success working with students and families in an academic or recreational setting. Requirements are posted and advertised, and only candidates who meet all qualifications will be hired.

The Director of Expanded Learning will design and guide staff development in support of expanded learning. The Expanded Learning Coordinator at each site, will manage and support their school site team with the implementation of the program and staff development. Recruitment is led by Camino Nuevo's Human Assets Team, working with the Director of Expanded Learning, the Expanded Learning Coordinators and Site Leaders. Staff will have clear titles and responsibilities, and receive a competitive salary.

Camino Nuevo Charter Academy will make it a priority to employ personnel who have succeeded in overcoming barriers of circumstances such as those found in the surrounding communities we serve. They bring to their task an understanding of challenges and rewards of growing up in predominantly Latino and low-income communities. All job postings and descriptions will emphasize preference for local hires and specify skills, such as bilingual language abilities, that support hiring of personnel similar to students served in the program.

### **8—Clear Vision, Mission, and Purpose**

*Describe the program's clear vision, mission, and purpose.*

Camino Nuevo Charter Academy's mission is to educate students in a college preparatory program to be literate, critical thinkers, and independent problem solvers who are agents of social justice with sensitivity toward the world around them. Aligned with this, Camino Nuevo will offer an Expanded Learning Opportunities Program for students in TK-6 (priority) and 7th and 8th in collaboration with the afterschool ASES program open to all TK - 8 students. All of our free Expanded Learning programs will be designed to support the following purposes:

- Exceptional academic support programs to serve diverse learners in their growth and achievement of grade level standards and beyond

- Enriching Arts programs that offer students exposure and access to visual and performing arts
- Athletic programs focused on developing physical skills needed to participate and excel in a variety of sports
- STEM programs that will help our students become creators and innovators who can build foundational 21st century skills needed to compete in the global marketplace

Our vision is for our schools to offer a safe Expanded Learning environment where student leadership and student voice are valued and appreciated. This environment will foster a community of growth and learning in all of our focus areas and support students' positive development as students, scholars, and social justice leaders. The below chart expands upon our program goals as related to this vision.

### Program Goals

Category	Goal and Objectives	Services and/or Activities
<b>Academic Support</b>	<p><b>Objective (1):</b> Communicate with teachers about things being learned during the day to try and incorporate similar activities after school</p> <p><b>Objective (2):</b> Keep track of academic growth through their quarterly benchmarks.</p>	Focused homework assistance

<b>Category</b>	<b>Goal and Objectives</b>	<b>Services and/or Activities</b>
<b><i>Educational Enrichment</i></b>	<p><b>Goal:</b> To enhance academic improvement through hands-on activities. Develop the interpersonal skills necessary to be successful personally and academically.</p> <p><b>Objective (1):</b> Align enrichment clubs to extracurricular activities offered during the day school.</p> <p><b>Objective (2):</b> Leadership class run by scholars.</p>	<p>STEM Club</p> <p>Visual and Performing Arts program</p> <p>Leadership Club</p>
<b><i>Athletics/Recreation</i></b>	<p><b>Goal:</b> To promote student well-being through opportunities to learn about and practice balanced nutrition, physical activity and other healthy choices in an environment that supports a healthy lifestyle.</p>	<p>Street hockey</p> <p>Tennis</p> <p>Kickball</p> <p>Basketball</p> <p>Assign rotations, for all grades to participate in the different sports</p>

	<p><b>Objective (1):</b> Expand student horizons by introducing unfamiliar sports</p> <p><b>Objective (2):</b> Structured play for all grades</p>	
<p><b>Youth Involvement &amp; Development</b></p>	<p><b>Goal:</b> Create a community of responsible citizens and provide parents with information about the after-school program instructional activities</p> <p><b>Objective (1):</b> Host open house for the afterschool program to inform parents about ongoing programming and connect them with program objectives</p> <p><b>Objective (2):</b> Host quarterly “What’s Up” meetings with students for each grade level to discuss concerns/ changes that need to be made in the program</p>	<p>Open house</p> <p>Meet and Greets</p> <p>Quarterly Parent orientations</p> <p>Student “What’s Up” meetings</p>

### 9—Collaborative Partnerships

*Describe the program’s collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.*

Camino Nuevo has an MOU to provide all afterschool services and a longstanding partnership with Think Together as our primary service provider for summer expanded learning services, including the proposed ELO-P program services. The Think Together team works collaboratively with school administrators, school personnel and families to gather feedback, design programming and implement high-quality afterschool programming.

In addition, we work closely alongside our sister foundation, Pueblo Nuevo Education & Development Group, to provide additional enrichment activities and wraparound supportive services. Pueblo Nuevo and Camino Nuevo work together to deliver a continuum of programs and services to help increase educational equity and expand educational opportunities for students. Their programming priorities include expanding

access and fostering success in higher education through our Camino through College program; providing learning opportunities in the arts and sciences that enrich students' lives; providing school-based mental health and wraparound services to support our students and families; and, engaging authentically with our families and partners to strengthen communities. They will continue to provide these services during our ELO-P program.

Other partners may include:

<b>Collaborative Partner</b>	<b>Duties/Responsibilities and/or Contributions</b>
Breese Foundation	Family Wraparound Supports
Everybody Dance	Dance and arts programming
LA Philharmonic	YOLA at Camino Nuevo music education programming
Our House	Grief Counseling Services
Saban Community Clinic	Health Services for students and families
LA Regional Food Bank	Food access for families
Didi Hirsch	Mental Health Services for students and families

## **10—Continuous Quality Improvement**

*Describe the program's Continuous Quality Improvement plan.*

Camino Nuevo will use a robust combination of measures to gauge student success in programming. At their roots, analyzed measures of student success are grounded in the Quality Standards for Expanded Learning in California as defined by the California Department of Education (CDE). These quality standards rely on the following success measures to ensure that our program adheres to quality improvement standards and reflects a culture of continuous growth necessary to support students.

CNCA has an internal Knowledge Management Team that will support with data tracking and reporting. Tracked measures of student success could include school attendance, parent and student satisfaction, and academic improvement. To enhance accountability and data-driven best practices, CNCA will use a number of data tracking and monitoring procedures. CNCA will collect attendance data, conduct site visits, and program monitoring and technical assistance routinely. Attendance data is collected on

a weekly basis by the Site Supervisor.

Surveys will be administered annually. Feedback garnered through this process is used to make improvements to the program for the following academic year to ensure that the program structure is meeting the needs of the community. In designing the program for success, we analyze academic achievement on a school wide basis by looking at CDE proficiency scores for English Language Arts (ELA) and mathematics and demographics for enrolled students (including free and reduced priced lunch enrollment, ethnicity, and gender) to determine program and school specific needs. This data is used to tailor the Program Plan and ELO-P activities to reflect the specific academic and cultural needs of the student base. Moreover, in an effort to ensure that all programming is an extension of the school day, ELO-P staff may meet with school administrators and instructional day teachers on a weekly to monthly basis to gain an understanding of both general needs and needs specific to the individual students

These measures of student success are coherent with the instructional day and the overarching goals of the program. All of the programming offered through Expanded Learning services act as an extension of the school day. Activities are in line with the priorities of the school and reflect the academic and cultural needs of the student base. Teachers and administrators are incorporated into the site activity planning process to ensure that our students continue to learn and grow during their time in Expanded Learning.

Camino Nuevo is committed to maintaining a data-driven CQI process based on the Quality Standards for Expanded Learning in California as defined by CDE. This quality improvement process creates a framework of clear expectations and a shared vision of quality among multiple educational partners. This sets forth a cycle of continuous quality improvement which is based on three steps: 1) Assessment of Program Quality, which employs data collection on the program using multiple strategies, 2) Planning, which allows the program to use data to generate and implement an action plan for quality improvement, and 3) Improve Program Quality, which allows for staff to implement the action plan and reflect upon progress during implementation.

Once goals in the action plan are met, the action plan is reassessed allowing for ongoing rapid quality improvement. More than these steps, our vision for continuous quality improvement allows for quality improvement at the programmatic level, staff level, and participant level, thus allowing the program's impact to continue to evolve to meet the needs of an ever- changing base. Our program will establish a clearly defined continuous quality improvement plan that includes: 1) outcomes improvement goals and action steps, 2) a timeline with dates for action steps and quality improvement discussions, 3) feedback from staff, youth, parents, and partners, 4) description of the information or data needed to assess quality, and 5) clear description of the responsibilities for each person on the improvement team. This plan is used as the guiding document to facilitate continuous quality improvement in the after school program. Results of annual assessments will be used to make improvements to the

program design to meet the needs of the students and families at Camino Nuevo, allowing for the program to be refined, improved and strengthened continuously to meet the evolving needs of the program base.

## **11—Program Management**

*Describe the plan for program management.*

Our overarching goal is that we work to ensure that our students are *college ready, college bound*. Our after school program partnership is established to focus on college preparation through academic and enrichment supports. CNCA plans to partner with our ELO-P program provider to close gaps in academic achievement and motivate our students to succeed.

Program operations are overseen by the Director of Expanded Learning and the Director of Operations. There is a VP of Student and Family Support Services who directly oversees the Director, who supervises Site Coordinators across the network. Site Coordinators oversee all school-based Youth Leaders.

- VP of Student & Family Support Services: responsible for ensuring support for the Director of Expanded Learning and ensuring grant compliance.
- Director of Expanded Learning: responsible for program oversight, staff supervision, partnerships across the network of CNCA schools; responsible for program evaluation and quality improvement data analysis; and collaborate with Think Together's internal Research & Evaluation team.
- Expanded Learning Site Coordinators: responsible for on-site program administration and oversight, including supervising staff such as Tutors and Enrichment Instructors.
- Youth Leaders: Implement academic support and enrichment programming, maintaining a 20:1 student to staff ratio
- Director of Knowledge Management: responsible for tracking and reviewing attendance data; provides regular reports and compliance assurance on programs across all sites, collaborate with Director of Expanded Learning
- VP of Finance and Business Services: responsible for maintaining budgets and fiscal reporting.

The Director of Expanded Learning and the Site Coordinators will be responsible for managing relationships with school personnel. Monthly meetings between the Director of Expanded Learning and the Site Coordinator and school administration ensure schools are informed about expanded learning activities and permit continuation of projects and learning from the regular school day to the expanded learning program. Administrators advise the Director and site coordinators monthly about areas where support is needed. Teachers will be hired for teaching roles in the program to further strengthen links.

CNCA is committed to meeting all reporting expectations for this grant. Currently,

quarterly expenditure reports are submitted for each of our existing afterschool grants. These reports adhere to California school accounting standards and demonstrate that no less than 85% of the program's expenditures are for direct services to students. An annual independent financial audit of the books and records of CNCA will be conducted for each fiscal year. The books and records of CNCA will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The CNCA audit shall be conducted in accordance with applicable provisions with the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide including a Single Audit, previously known as OMB circular A-133.

### **General Questions**

#### **Existing After School Education and Safety (ASES) and 21<sup>st</sup> Community Learning Centers (21<sup>st</sup> CCLC) Elementary and Middle School grantees.**

*ASES, 21<sup>st</sup> CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.*

CNCA is committed to ensuring all afterschool programming is managed and assessed as a single, comprehensive offering for our students. As stated above, the leadership structure for afterschool programming is singular, meaning that all staff involved will lead on-site programming regardless of the funding stream. We will have dedicated personnel to provide comprehensive oversight and aligned quality controls for all site programs. The guidelines for student selection and participation in afterschool programming will remain fluid, with no restrictions on participating in programming from different funding streams. To further the programs' unification, offerings will be complementary and not duplicative, allowing students a variety of interests to explore.

#### **Transitional Kindergarten and Kindergarten**

*Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil to-staff member ratio of no more than 10 to 1. (EC Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?*

One of our top priorities in developing this program is to ensure that all staff are fully qualified to address the developmental needs of students, including our youngest TK pupils. This includes recruitment of individuals pursuing early elementary education or child development certificates, which will begin in the spring. Our recruitment efforts

will need to be intensified for staff at the transitional kindergarten and kindergarten levels, in order to maintain the required pupil to staff ratio of 10 to 1. We will intentionally staff our program to maintain the required ratios. In addition, Camino Nuevo has prior experience offering a high-quality, CSPP program. We will use the lessons learned from this program to inform the staffing and design of our ELO-P program for our youngest learners.

Camino Nuevo is currently revamping our vision and curriculum for TK in order to align with the state's shift to increased TK access. We have a TK Committee, composed of primary and preschool teachers and administrators, who are meeting on a bimonthly basis to set the vision, determine academic and socio-emotional benchmarks, and align resources and schedules to those. This committee is also determining the ongoing professional development plan for all educators serving TK students, including those brought on through the ELO-P program.

Our vision for TK, which will apply to both in-school and supplemental programs, is:

At Camino Nuevo Charter Academy, transitional kindergarten is the start of a powerful 10-year learning journey in our TK-8 schools. We believe that every child is capable of learning and that children learn best when engaged in joyful experiences that promote curiosity, including inquiry and play. Educators individualize learning for the TK student by gathering all types of data, including getting to know the children, their families, and their funds of knowledge in order to bring them into the classroom. We know the power of community-school partnerships and seek to make the school a safe place for all families and children. In order to do all of this well, TK educators must be lifelong learners and innovators in order to design TK curriculum that aligns to the developmental needs of our students, meets them where they are and helps them realize their full academic and socio-emotional potential.

### **Sample Program Schedule**

*Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.*

### **Sample School Day Schedule**

<b>Time</b>	<b>Activity</b>
7:30-7:55	Drop Off & Breakfast
7:55-8:10	Handwashing & Morning Routines

8:10-8:40	Circle Time
8:40-9:00	Spanish Phonics
9:00-9:15	Recess
9:15-9:20	Mindfulness
9:20-10:30	Math
10:30-10:45	Read Aloud
10:45-11:00	English Phonics
11:00-11:35	Lunch & Recess
11:35-12:10	Reading
12:10-12:35	Social Studies/Science (Alternating Days)
12:35-1:30	Writing
1:30-1:50	Electives (Art, PE, Music)
1:50-2:25	Purposeful Play
2:25-2:55	ELD
2:55-3:05	Clean Up & Transition to ELO-P
3:05-3:30	Afterschool: Snack & Recess
3:30-4:15	Academic Support: Homework, Learning Games, Small Group Intervention, Reading Time
4:15-4:50	STEM Enrichment
4:50-5:00	Clean Up & Dismissal

### **Sample Summer/Intersession Schedule (STEAM Camp Example)**

<b>Time</b>	<b>Activity</b>
7:30-7:55	Drop Off & Breakfast
7:55-8:10	Handwashing & Morning Routines

8:10-8:40	Circle Time
8:40-9:30	Science Station 1 (Hands-On, Inquiry Based Project)
9:30-9:45	Snack & Recess
9:45-10:45	Science Station 2 (Hands-On, Inquiry Based Project)
10:45-11:15	Choice Time: Centers
11:15-12:00	Lunch & Recess
12:00-12:20	Read Aloud
12:20-1:20	Science Station 3 (Hands-On, Inquiry Based Project)
1:20-2:00	Science-Based Reading & Writing
2:00-2:15	Afternoon Recess
2:15-2:45	Closing Circle & Camp Celebrations
2:45-3:00	Clean Up & Transition to Extended Day Care
3:00-3:30	Snack & Play
3:30-3:50	Quiet Reading & Rest
3:50-4:30	Art Activity
4:30-4:45	Clean Up & Dismissal

**Expanded Learning Opportunities  
Program Plan Guide**



**Camino  
Nuevo  
Charter  
Academy**

**Prepared by:**  
Camino Nuevo Charter Academy #4  
1018 Mohawk St..  
Los Angeles, CA 900026

**Expanded Learning Opportunities  
Program Plan**

**Name of Local Educational Agency and Expanded Learning Opportunities  
Program Site(s)**

**Local Educational Agency (LEA) Name:** Camino Nuevo Charter Academy #4  
**Contact Name:** Melissa Mendoza, Principal  
**Contact Email:** melissa.mendoza@caminonuevo.org  
**Contact Phone:** 213-353-5300

**Instructions:** Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. Camino Nuevo Charter Academy #4

## **Expanded Learning Opportunities Program Plan**

### **1—Safe and Supportive Environment**

*Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the school site or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.*

Our ELO-P program is structured to provide a safe and supportive environment for our students that meets their developmental, physical, and social-emotional needs. Our program will incorporate elements such as adequate space indoors and outdoors for program services. Indoor areas used for the program will have adequate heat and light, room for storing belongings, and be equipped with materials to enhance learning opportunities. Recreational equipment will be plentiful and safe and under a safety review each quarter, or more often if needed to ensure safety of youth served. All program staff will be trained in safety, first aid, and trauma-informed learning practices as part of their onboarding.

Since our afterschool program is located on our campus, we consider the afterschool program an extension of our school day and structure it as such. Offering the program on-site minimizes transportation barriers that could otherwise impact students who would not be able to participate. To enhance student learning we may offer enrichment field trips for students; transportation to and from offsite locations will be provided as part of the program.

Additionally, staff will complete incident reporting training to ensure that all safety or other incidents are documented and communicated to appropriate supervisory and/or school staff, and families. The program will clearly document and communicate all incidents that impact safety through written reports and email and telephone records. Our program will maintain an easily accessible and up-to-date record of all students participating in the program with current emergency contacts for program activities and field trips. It will align to the school safety procedures already in place, including for emergency and safety drills. Program staff will work with school staff to conduct required safety drills each year.

### **2—Active and Engaged Learning**

*Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.*

The proposed activities will promote positive youth development through a focus on holistic skill-building, social/emotional learning, and group work to foster positive social development and seek to create a community of responsible citizens through leadership

opportunities.

The proposed activities focus on English Language Arts, Math, STEM, Youth Development, and Arts & Enrichment with the ultimate goal of closing the opportunity gap that too often exists between the low-income students we serve and their higher-income peers.

We seek to create opportunities for students to receive support with their core content from the previous school year. We will be leveraging the highest priority content and re-engage students in meaningful, non-routine ways to support mastery and preparedness for the upcoming school year. Input from school staff and administrators ensure alignment with the regular school year to best enhance students' academic achievement and positive youth development over the summer.

To promote student engagement and retention, we will incorporate student input in the planning of educational literacy and enrichment activities with intention towards Social and Emotional Learning (SEL) as students engage in the SEL competencies: self-awareness, social awareness, relationship skills, responsible decision making and self-management. By promoting youth voice in program design and active learning activities, we ensure that activities align with student interests to bolster engagement and promote student buy-in into activities.

The program will offer academic, enrichment, and recreational activities along with a nutritious meal/snack. We strive to create a program that reflects and aligns with the needs and wishes of our school community.

Possible Academic Enrichment activities based on school need include:

- Homework Assistance
- Academic Tutoring - Math and English
- Mathematics Enrichment
- Science Education and Technology
- Extended Homework Club Possible Enrichment offerings include:
- Science: (i.e.: Science Explorers, STEM and more, etc.)
- Visual and Performing Arts: (i.e.: drawing, theater, musical instruments, cheer etc.)
- Service Learning
- Science Explorer
- Resource Area For Teachers (RAFT) STEM activities, Math Explorers
- Cooking
- Photography/Yearbook

- Recreational Components include:
  - Aerobic exercise and physical fitness/nutrition education
  - Team Sports: (i.e.: flag football, basketball, softball, soccer, volleyball, drill, cheer)

### **3—Skill Building**

*Describe how the program will provide opportunities for students to experience skill building.*

In our program, we will offer academic enrichment, including the arts, physical fitness, and social/emotional learning opportunities to foster academic achievement, health, and community engagement. Academic tutoring is provided for each student based on their needs and supports achievement in English Language Arts and Mathematics. Tutoring is based on academic needs and in consultation with school data, teachers, parents and students. The program provides small group and individual tutoring.

Enrichment services will be driven by the needs and interests of students and their overall academic success. Activities are aligned with Common Core Standards and are based on instruction in the regular school year. Enrichment supports retention by engaging students in fun, interesting activities; while promoting through-provoking discussion, and building cooperative skills that will contribute to future success. Our program will support students in building skills such as foundational math and literacy skills, critical thinking, project management, organizational skills, and social-emotional management and regulation. All throughout, students will work in groups to gain technological literacy, learn the importance of teamwork, goal setting and completion to promote academic achievement and future success in college and career.

### **4—Youth Voice and Leadership**

*Describe how the program will provide opportunities for students to engage in youth voice and leadership.*

Camino Nuevo's afterschool program has actively involved students in designing academic, enrichment, and physical education services offered in the program. This has been done through ongoing solicitation of input to gauge social, emotional, and academic needs and strengths of students. Students, partner staff, and school staff have completed needs assessments that discuss need for programs as well as preferences for programming directly informed by views of students themselves. Camino Nuevo staff have participated in planning meetings using this feedback and other data points to determine the key student leadership activities to be provided. This is a high priority for the program, and the expanded learning program will welcome school-related extracurricular activities in the afterschool hours as discussed below and

set aside a space for youth leadership activities. Here, students can share viewpoints, concerns, and interests and implement leadership activities.

In addition, Camino Nuevo conducts regular student surveys at the middle and end of the school year to obtain feedback and make improvements to our services. We use the nationally standardized Panorama Survey to gain input on the student experience, school climate, and student engagement. Data obtained from the survey helps us make adjustments to our instructional practices and extracurricular programs, including providing guidance to our afterschool program partners when new priorities or needs are identified. We have used the data gathered over the last school year to inform the design of our ELO-P program and program priorities.

Camino Nuevo will work with program staff and students to establish and review program elements. Expanded learning staff will work with educational partners to develop youth-led projects. These include service learning projects such as a beach cleanup, canned food drives, and other special events. Expanded learning staff will survey all youth enrolled in services to gain insight on elements that work, new elements of benefit to students, and elements to be removed because they do not support student academic growth and development and do not spark the interest and participation of youth enrolled. Students will take an active role in the design of clubs and enrichment groups targeting interests and needs as determined in these surveys.

The expanded learning program will coordinate with school extracurricular activities to help students develop leadership skills and provide a forum for student involvement outside of the regular school day. Students will have opportunities to lead event planning for social activities to foster community at the school, such as Movie Night. They also will take a leading role in campus beautification projects that they plan and execute from start to finish.

Students will take field trips to multicultural events, such as plays and musicals and engage in projects that build upon what they learn through these trips. Student voice will inform these field trips.

## **5—Healthy Choices and Behaviors**

*Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programming.*

Our ELO-P health and wellness programs will align directly with Camino Nuevo's wellness services and California, LAUSD, and national best practices for health and wellness. All programming offered promotes the benefits of a Comprehensive School Physical Activity Program (CSPAP), where quality physical education is seen as the cornerstone and additional physical activity is integrated before, at the start of, during, and after the school day. All physical activity programming promotes a vision of school

connectedness and creates a climate where healthy competition and support fill the school with spirit and a sense of community. Camino Nuevo's wellness programming emphasizes socioemotional and physical health, both of which are supported through healthy practices and program activities. Healthy practices and program activities include the following:

- **Physical Activity:** Students have the opportunity to participate in a wide variety of physical activity during expanded learning hours. Activities are led by health and wellness instructors and include a focus on activities such as aerobics, weight lifting, yoga, Zumba, and interactive games and sports. Physical activity programming utilizes curriculum developed by SPARK and includes activities that are approximately 15-20 minutes in length and designed to help students:
  - 1) Enjoy and seek out physical activity;
  - 2) Develop a variety of basic movement and manipulative skills to help students experience fitness success and enjoy physical activity;
  - 3) Develop and maintain acceptable levels of physical fitness; and,
  - 4) Develop the ability to get along with others in movement environments (SPARK, 2016). Students learn to work as a team and collaborate together to reach shared goals.
  
- **Nutrition Education:** Students participate in nutrition education designed to make them excited about adopting healthy eating behaviors. Activities include classroom-based nutrition workshops, cooking demonstrations, taste tests, and other interactive activities. Students learn the importance of maintaining a healthy diet, choosing healthy foods, and preparing healthy snacks during out-of-school hours. For example, students work as a team to read nutrition labels, identify the ingredients, and then discuss ways to make better food choices. Working in coordination with nutrition educators, students participate in a routine and ongoing dialogue about the common foods they eat and how those foods affect their health. This is important to long term health because as students are introduced to the roots and origins of their food and how it works in their bodies, they understand how food choices impact their daily lives and health.

Healthy eating patterns in childhood and adolescence promote optimal childhood health, growth, and intellectual development; prevent immediate health problems; and may prevent long-term health problems (CDC 2020). Through nutrition education, students learn about planning meals to meet Federal MyPlate guidelines which include a focus on benefits of whole grains and dangers of soda consumption (more at MyPlate.gov). All nutrition education supports the practices established during the school day in accordance with federal school meal programs and with best practices set forth through the 2015-2020 US Dietary Guidelines for Americans and HealthyPeople 2020 national objectives. Programming also complies with Healthy Eating and Physical Activity (HEPA) standards set by the National Afterschool Association (NAA).

Camino Nuevo reinforces these healthy practices by maintaining partnerships with various health and wellness organizations. For example, we have partnered with the LA84 Foundation for donations of physical activity equipment, which students were able to take home and use to supplement in- and after-school physical education activities. We also work with various community organizations to promote health and wellness for our students, including the Bresee Foundation through their LAFC Scholars partnership and Didi Hirsch for mental health services. We also provide school-based mental health services as a core school service to reinforce mental and socioemotional health for our students.

The program will provide healthy meals each day in accordance with the program schedule that follow USDA school meal guidelines. For example, if a snack is offered then the snack would typically consist of a fresh fruit and a whole grain item such as baked crackers.

### **6—Diversity, Access, and Equity**

*Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.*

The program implemented at Camino Nuevo will predominantly serve Latino students and families, as well as diverse students from other backgrounds that include white, African American, and Asian-American. We will work with our partners to maintain a very strong commitment to diversity and celebration of student cultures that is a foundational feature of Camino Nuevo and the expanded learning program.

The specific goal of services is to provide a program that sparks dynamic interests of students, helps them succeed in school and prepare for high school success and postsecondary opportunities. The program works with students to promote and help them experience values that embrace diversity and equity regardless of race, color, religion, sex, age, income level, national origin, physical ability, sexual orientation and/or gender identity and expression. Orientation and ongoing professional development services provided quarterly will include diversity, equity, and sensitivity training, including specific steps to outreach to students with disabilities to accommodate the physical and developmental abilities of all students served, as described in more detail below.

All outreach materials and policies (such as in the Program Plan) will explicitly express this commitment to diversity and equity in all services. This commitment will be further extended through the creation of a welcoming environment respectful and celebratory of diversity in program materials, signage, displays and banners - both in the physical environment and online. Program staff and partners will actively reach out to members of the community (such as parents, neighborhood residents, and community partners) to seek ongoing information and strategies to support student and family needs.

A fundamental point will be the opportunities given to students and families in the

program as well as staff to share experiences from their diverse experiences and backgrounds. This will include services such as specific planning for high school success and postsecondary opportunities and college from the perspective and knowledge base of low-income students who in many cases would be the first in their family to attend college. Enrichment opportunities, guided by students themselves, will embrace the diversity and rich cultural heritage students and their families bring to the expanded learning program. A sampling of programming could include art classes, music production, service learning projects, and STEM projects like Robotics. In art classes students could explore the roots of the Latino experience in the City of LA and elsewhere by studying neighborhood murals and potentially creating murals at their own school site. During the summer students could visit museums like the Museum of Latin American Art or La Plaza De Cultura Y Artes to be exposed to the rich Latino art displayed throughout the city. As part of our programming we could also curate a children's book library that includes books by diverse authors with diverse character representations aligned to our Ethnic Studies Program that will further enrich student learning. Staff members could engage students in interactive read alouds each day and students could also be encouraged to read independently and explore their interests. Other possibilities include music classes that allow students to explore cultural influences and signposts in digital creation of music. During Service Learning projects students could plan and implement projects such as a neighborhood clean-up/beautification that encourages them to embrace their unique backgrounds and understand strengths that they bring to projects to make their neighborhood a better place. STEM projects (such as Robotics) and mentorship opportunities provided to students will allow students to explore themes of diversity and cultural expression while allowing them to connect to successful persons of color through partnerships with groups such as Latinas in STEM.

We have a strong and explicit commitment to diversity and equity for all students served. This is and will continue to be stated in all outreach, marketing, and informational material regarding program services disseminated to students and family members. It will be a critical part of all orientation and ongoing professional development for staff members and volunteers providing services in the program. As part of our student and parent surveys conducted twice yearly at the beginning and end of each program year, the program will gather additional information regarding students with disabilities, English Language Learners, and other students with potential barriers to better understand needs and implement services to meet these needs. This will include students who have been truant, suspended, or expelled, and we will serve them in the program to help improve their academic achievement and attendance. Our partners will draw from best practices developed from their experience serving at-risk youth, using proven research based interventions to re-engage youth in academics and prepare for their futures. Camino Nuevo also holds expertise in this area and will work closely with our partners to ensure the program design meets the needs of our students.

Specific best practices for working with students with potential barriers include a partnership with the California School-Age Consortium (CAL SAC) to conduct trainings

for staff at Camino Nuevo on the needs and potential services for ELs and students enrolled in special education services. This includes trainings on Knowing English Learners, English Language Development, Effective Communication with Children & Youth, Developmental Trends 201, Cultural Conflicts and Strategies: Movement Toward Equity and Inclusion, Academic Support, and Linkages to the School Day, Healthy Cultural Identities and Engaging Families and Communities, The Role of Staff in Behavior Guidance, and Including Children and Youth with Disruptive Behaviors. Specific curricula used in the expanded learning program that offer activities and instruction in support of students with potential barriers include using KidzLit ReadyThinkLearn, Achieve, and Write Brain.

Strategies for outreach and inclusion of students with potential barriers include working with teachers, staff, and counselors to recruit and enroll these students, with site staff training of partners to better understand student skills, needs, and best practice supports. Staff will meet with teachers at the beginning of each year and monthly to address concerns and integrate appropriate curriculum and materials to meet student needs and link learning from the regular school day with the expanded learning program. Working with teachers, program staff will implement useful elements to a successful integration and work in partnership with teachers and parents to implement strategies to promote student learning and development.

Camino Nuevo has a high proportion of English Language Learners and a strong need for services to support these students in the out of school hours. According to *English Language Learners: Becoming Fluent in Afterschool* (2011), afterschool programs offer an excellent opportunity to support ELs, particularly when they provide direct language instruction, time to practice oral language skills, language scaffolding during academic content instruction, and strong parent engagement. The ASES program will use the *Success for All* reading program (selected by the Best Evidence Encyclopedia of the U.S. Department of Education). The program will use peer assisted learning strategies, instructional conversations and literacy logs as best practices demonstrated by research to be effective in increasing EL achievement.

Interactive teaching methods include immediate feedback/correction, oral practice, systematic review for reinforcement of vocabulary and pronunciation, and read-alouds. Homework help will be provided each day and documented in journals. This is a critical need at schools like Camino Nuevo with high EL populations, as students often lack support to complete work at home.

## **7—Quality Staff**

*Describe how the program will provide opportunities for students to engage with quality staff.*

Camino Nuevo ensures that all staff members who directly supervise/teach pupils meet minimum requirements of their position by confirming all credential requirements prior to onboarding. To further confirm, Camino Nuevo administrators are involved in the

interviewing process for ELOP program staff and will confirm eligibility.

Camino Nuevo will work with our partners to ensure that the selection of staff is based on defined qualifications, including teaching experience and subject matter expertise. Experience working with low-income students is critical. The program will recruit tutors with at least two years of college experience. Camino Nuevo will hire a Director of Expanded Learning to oversee the management of our program. This position will require a BA degree, demonstrated leadership experience and experience in school programming/teaching. In addition, CNCA will also hire site-level Expanded Learning Coordinators to manage programming at each of our school sites. The requirements for this position include at least two years of college experience, and demonstrated success working with students and families in an academic or recreational setting. Requirements are posted and advertised, and only candidates who meet all qualifications will be hired.

The Director of Expanded Learning will design and guide staff development in support of expanded learning. The Expanded Learning Coordinator at each site, will manage and support their school site team with the implementation of the program and staff development. Recruitment is led by Camino Nuevo's Human Assets Team, working with the Director of Expanded Learning, the Expanded Learning Coordinators and Site Leaders. Staff will have clear titles and responsibilities, and receive a competitive salary.

Camino Nuevo Charter Academy will make it a priority to employ personnel who have succeeded in overcoming barriers of circumstances such as those found in the surrounding communities we serve. They bring to their task an understanding of challenges and rewards of growing up in predominantly Latino and low-income communities. All job postings and descriptions will emphasize preference for local hires and specify skills, such bilingual language abilities, that support hiring of personnel similar to students served in the program.

### **8—Clear Vision, Mission, and Purpose**

*Describe the program's clear vision, mission, and purpose.*

Camino Nuevo Charter Academy's mission is to educate students in a college preparatory program to be literate, critical thinkers, and independent problem solvers who are agents of social justice with sensitivity toward the world around them. Aligned with this, Camino Nuevo will offer an Expanded Learning Opportunities Program for students in TK-6 (priority) and 7th and 8th in collaboration with the afterschool ASES program open to all TK - 8 students. All of our free Expanded Learning programs will be designed to support the following purposes:

- Exceptional academic support programs to serve diverse learners in their growth and achievement of grade level standards and beyond

- Enriching Arts programs that offer students exposure and access to visual and performing arts
- Athletic programs focused on developing physical skills needed to participate and excel in a variety of sports
- STEM programs that will help our students become creators and innovators who can build foundational 21st century skills needed to compete in the global marketplace

Our vision is for our schools to offer a safe Expanded Learning environment where student leadership and student voice are valued and appreciated. This environment will foster a community of growth and learning in all of our focus areas and support students' positive development as students, scholars, and social justice leaders. The below chart expands upon our program goals as related to this vision.

### Program Goals

Category	Goal and Objectives	Services and/or Activities
<b>Academic Support</b>	<p><b>Objective (1):</b> Communicate with teachers about things being learned during the day to try and incorporate similar activities after school</p> <p><b>Objective (2):</b> Keep track of academic growth through their quarterly benchmarks.</p>	Focused homework assistance

Category	Goal and Objectives	Services and/or Activities
<b><i>Educational Enrichment</i></b>	<p><b>Goal:</b> To enhance academic improvement through hands-on activities. Develop the interpersonal skills necessary to be successful personally and academically.</p> <p><b>Objective (1):</b> Align enrichment clubs to extracurricular activities offered during the day school.</p> <p><b>Objective (2):</b> Leadership class run by scholars.</p>	<p>STEM Club</p> <p>Visual and Performing Arts program</p> <p>Leadership Club</p>
<b><i>Athletics/Recreation</i></b>	<p><b>Goal:</b> To promote student well-being through opportunities to learn about and practice balanced nutrition, physical activity and other healthy choices in an environment that supports a healthy lifestyle.</p>	<p>Street hockey</p> <p>Tennis</p> <p>Kickball</p> <p>Basketball</p> <p>Assign rotations, for all grades to participate in the different sports</p>

	<p><b>Objective (1):</b> Expand student horizons by introducing unfamiliar sports</p> <p><b>Objective (2):</b> Structured play for all grades</p>	
<p><b>Youth Involvement &amp; Development</b></p>	<p><b>Goal:</b> Create a community of responsible citizens and provide parents with information about the after-school program instructional activities</p> <p><b>Objective (1):</b> Host open house for the afterschool program to inform parents about ongoing programming and connect them with program objectives</p> <p><b>Objective (2):</b> Host quarterly “What’s Up” meetings with students for each grade level to discuss concerns/ changes that need to be made in the program</p>	<p>Open house</p> <p>Meet and Greets</p> <p>Quarterly Parent orientations</p> <p>Student “What’s Up” meetings</p>

## 9—Collaborative Partnerships

*Describe the program’s collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.*

Camino Nuevo has an MOU to provide all afterschool services and a longstanding partnership with Think Together as our primary service provider for summer expanded learning services, including the proposed ELO-P program services. The Think Together team works collaboratively with school administrators, school personnel and families to gather feedback, design programming and implement high-quality afterschool programming.

In addition, we work closely alongside our sister foundation, Pueblo Nuevo Education & Development Group, to provide additional enrichment activities and wraparound supportive services. Pueblo Nuevo and Camino Nuevo work together to deliver a continuum of programs and services to help increase educational equity and expand educational opportunities for students. Their programming priorities include expanding

access and fostering success in higher education through our Camino through College program; providing learning opportunities in the arts and sciences that enrich students' lives; providing school-based mental health and wraparound services to support our students and families; and, engaging authentically with our families and partners to strengthen communities. They will continue to provide these services during our ELO-P program.

Other partners may include:

<b>Collaborative Partner</b>	<b>Duties/Responsibilities and/or Contributions</b>
Breese Foundation	Family Wraparound Supports
Everybody Dance	Dance and arts programming
LA Philharmonic	YOLA at Camino Nuevo music education programming
Our House	Grief Counseling Services
Saban Community Clinic	Health Services for students and families
LA Regional Food Bank	Food access for families
Didi Hirsch	Mental Health Services for students and families

## **10—Continuous Quality Improvement**

*Describe the program's Continuous Quality Improvement plan.*

Camino Nuevo will use a robust combination of measures to gauge student success in programming. At their roots, analyzed measures of student success are grounded in the Quality Standards for Expanded Learning in California as defined by the California Department of Education (CDE). These quality standards rely on the following success measures to ensure that our program adheres to quality improvement standards and reflects a culture of continuous growth necessary to support students.

CNCA has an internal Knowledge Management Team that will support with data tracking and reporting. Tracked measures of student success could include school attendance, parent and student satisfaction, and academic improvement. To enhance accountability and data-driven best practices, CNCA will use a number of data tracking and monitoring procedures. CNCA will collect attendance data, conduct site visits, and program monitoring and technical assistance routinely. Attendance data is collected on

a weekly basis by the Site Supervisor.

Surveys will be administered annually. Feedback garnered through this process is used to make improvements to the program for the following academic year to ensure that the program structure is meeting the needs of the community. In designing the program for success, we analyze academic achievement on a school wide basis by looking at CDE proficiency scores for English Language Arts (ELA) and mathematics and demographics for enrolled students (including free and reduced priced lunch enrollment, ethnicity, and gender) to determine program and school specific needs. This data is used to tailor the Program Plan and ELO-P activities to reflect the specific academic and cultural needs of the student base. Moreover, in an effort to ensure that all programming is an extension of the school day, ELO-P staff may meet with school administrators and instructional day teachers on a weekly to monthly basis to gain an understanding of both general needs and needs specific to the individual students

These measures of student success are coherent with the instructional day and the overarching goals of the program. All of the programming offered through Expanded Learning services act as an extension of the school day. Activities are in line with the priorities of the school and reflect the academic and cultural needs of the student base. Teachers and administrators are incorporated into the site activity planning process to ensure that our students continue to learn and grow during their time in Expanded Learning.

Camino Nuevo is committed to maintaining a data-driven CQI process based on the Quality Standards for Expanded Learning in California as defined by CDE. This quality improvement process creates a framework of clear expectations and a shared vision of quality among multiple educational partners. This sets forth a cycle of continuous quality improvement which is based on three steps: 1) Assessment of Program Quality, which employs data collection on the program using multiple strategies, 2) Planning, which allows the program to use data to generate and implement an action plan for quality improvement, and 3) Improve Program Quality, which allows for staff to implement the action plan and reflect upon progress during implementation.

Once goals in the action plan are met, the action plan is reassessed allowing for ongoing rapid quality improvement. More than these steps, our vision for continuous quality improvement allows for quality improvement at the programmatic level, staff level, and participant level, thus allowing the program's impact to continue to evolve to meet the needs of an ever- changing base. Our program will establish a clearly defined continuous quality improvement plan that includes: 1) outcomes improvement goals and action steps, 2) a timeline with dates for action steps and quality improvement discussions, 3) feedback from staff, youth, parents, and partners, 4) description of the information or data needed to assess quality, and 5) clear description of the responsibilities for each person on the improvement team. This plan is used as the guiding document to facilitate continuous quality improvement in the after school program. Results of annual assessments will be used to make improvements to the

program design to meet the needs of the students and families at Camino Nuevo, allowing for the program to be refined, improved and strengthened continuously to meet the evolving needs of the program base.

## **11—Program Management**

*Describe the plan for program management.*

Our overarching goal is that we work to ensure that our students are *college ready, college bound*. Our after school program partnership is established to focus on college preparation through academic and enrichment supports. CNCA plans to partner with our ELO-P program provider to close gaps in academic achievement and motivate our students to succeed.

Program operations are overseen by the Director of Expanded Learning and the Director of Operations. There is a VP of Student and Family Support Services who directly oversees the Director, who supervises Site Coordinators across the network. Site Coordinators oversee all school-based Youth Leaders.

- VP of Student & Family Support Services: responsible for ensuring support for the Director of Expanded Learning and ensuring grant compliance.
- Director of Expanded Learning: responsible for program oversight, staff supervision, partnerships across the network of CNCA schools; responsible for program evaluation and quality improvement data analysis; and collaborate with Think Together's internal Research & Evaluation team.
- Expanded Learning Site Coordinators: responsible for on-site program administration and oversight, including supervising staff such as Tutors and Enrichment Instructors.
- Youth Leaders: Implement academic support and enrichment programming, maintaining a 20:1 student to staff ratio
- Director of Knowledge Management: responsible for tracking and reviewing attendance data; provides regular reports and compliance assurance on programs across all sites, collaborate with Director of Expanded Learning
- VP of Finance and Business Services: responsible for maintaining budgets and fiscal reporting.

The Director of Expanded Learning and the Site Coordinators will be responsible for managing relationships with school personnel. Monthly meetings between the Director of Expanded Learning and the Site Coordinator and school administration ensure schools are informed about expanded learning activities and permit continuation of projects and learning from the regular school day to the expanded learning program. Administrators advise the Director and site coordinators monthly about areas where support is needed. Teachers will be hired for teaching roles in the program to further strengthen links.

CNCA is committed to meeting all reporting expectations for this grant. Currently,

quarterly expenditure reports are submitted for each of our existing afterschool grants. These reports adhere to California school accounting standards and demonstrate that no less than 85% of the program's expenditures are for direct services to students. An annual independent financial audit of the books and records of CNCA will be conducted for each fiscal year. The books and records of CNCA will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The CNCA audit shall be conducted in accordance with applicable provisions with the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide including a Single Audit, previously known as OMB circular A-133.

### **General Questions**

#### **Existing After School Education and Safety (ASES) and 21<sup>st</sup> Community Learning Centers (21<sup>st</sup> CCLC) Elementary and Middle School grantees.**

*ASES, 21<sup>st</sup> CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.*

CNCA is committed to ensuring all afterschool programming is managed and assessed as a single, comprehensive offering for our students. As stated above, the leadership structure for afterschool programming is singular, meaning that all staff involved will lead on-site programming regardless of the funding stream. We will have dedicated personnel to provide comprehensive oversight and aligned quality controls for all site programs. The guidelines for student selection and participation in afterschool programming will remain fluid, with no restrictions on participating in programming from different funding streams. To further the programs' unification, offerings will be complementary and not duplicative, allowing students a variety of interests to explore.

#### **Transitional Kindergarten and Kindergarten**

*Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil to-staff member ratio of no more than 10 to 1. (EC Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?*

One of our top priorities in developing this program is to ensure that all staff are fully qualified to address the developmental needs of students, including our youngest TK pupils. This includes recruitment of individuals pursuing early elementary education or child development certificates, which will begin in the spring. Our recruitment efforts

will need to be intensified for staff at the transitional kindergarten and kindergarten levels, in order to maintain the required pupil to staff ratio of 10 to 1. We will intentionally staff our program to maintain the required ratios. In addition, Camino Nuevo has prior experience offering a high-quality, CSPP program. We will use the lessons learned from this program to inform the staffing and design of our ELO-P program for our youngest learners.

Camino Nuevo is currently revamping our vision and curriculum for TK in order to align with the state's shift to increased TK access. We have a TK Committee, composed of primary and preschool teachers and administrators, who are meeting on a bimonthly basis to set the vision, determine academic and socio-emotional benchmarks, and align resources and schedules to those. This committee is also determining the ongoing professional development plan for all educators serving TK students, including those brought on through the ELO-P program.

Our vision for TK, which will apply to both in-school and supplemental programs, is:

At Camino Nuevo Charter Academy, transitional kindergarten is the start of a powerful 10-year learning journey in our TK-8 schools. We believe that every child is capable of learning and that children learn best when engaged in joyful experiences that promote curiosity, including inquiry and play. Educators individualize learning for the TK student by gathering all types of data, including getting to know the children, their families, and their funds of knowledge in order to bring them into the classroom. We know the power of community-school partnerships and seek to make the school a safe place for all families and children. In order to do all of this well, TK educators must be lifelong learners and innovators in order to design TK curriculum that aligns to the developmental needs of our students, meets them where they are and helps them realize their full academic and socio-emotional potential.

### **Sample Program Schedule**

*Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.*

### **Sample School Day Schedule**

<b>Time</b>	<b>Activity</b>
7:30-7:55	Drop Off & Breakfast
7:55-8:10	Handwashing & Morning Routines

8:10-8:40	Circle Time
8:40-9:00	Spanish Phonics
9:00-9:15	Recess
9:15-9:20	Mindfulness
9:20-10:30	Math
10:30-10:45	Read Aloud
10:45-11:00	English Phonics
11:00-11:35	Lunch & Recess
11:35-12:10	Reading
12:10-12:35	Social Studies/Science (Alternating Days)
12:35-1:30	Writing
1:30-1:50	Electives (Art, PE, Music)
1:50-2:25	Purposeful Play
2:25-2:55	ELD
2:55-3:05	Clean Up & Transition to ELO-P
3:05-3:30	Afterschool: Snack & Recess
3:30-4:15	Academic Support: Homework, Learning Games, Small Group Intervention, Reading Time
4:15-4:50	STEM Enrichment
4:50-5:00	Clean Up & Dismissal

### **Sample Summer/Intersession Schedule (STEAM Camp Example)**

<b>Time</b>	<b>Activity</b>
7:30-7:55	Drop Off & Breakfast
7:55-8:10	Handwashing & Morning Routines

8:10-8:40	Circle Time
8:40-9:30	Science Station 1 (Hands-On, Inquiry Based Project)
9:30-9:45	Snack & Recess
9:45-10:45	Science Station 2 (Hands-On, Inquiry Based Project)
10:45-11:15	Choice Time: Centers
11:15-12:00	Lunch & Recess
12:00-12:20	Read Aloud
12:20-1:20	Science Station 3 (Hands-On, Inquiry Based Project)
1:20-2:00	Science-Based Reading & Writing
2:00-2:15	Afternoon Recess
2:15-2:45	Closing Circle & Camp Celebrations
2:45-3:00	Clean Up & Transition to Extended Day Care
3:00-3:30	Snack & Play
3:30-3:50	Quiet Reading & Rest
3:50-4:30	Art Activity
4:30-4:45	Clean Up & Dismissal

**Expanded Learning Opportunities  
Program Plan Guide**



**Camino  
Nuevo  
Charter  
Academy**

**Prepared by:**  
Camino Nuevo Charter Academy  
697 S Burlington Avenue  
Los Angeles, CA 90057  
213-413-4245

**Expanded Learning Opportunities  
Program Plan**

**Name of Local Educational Agency and Expanded Learning Opportunities  
Program Site(s)**

**Local Educational Agency (LEA) Name:** Camino Nuevo Charter Academy  
**Contact Name:** Juliana Santos, Principal  
**Contact Email:** juliana.santos@caminonuevo.org  
**Contact Phone:** 213-413-4245

**Instructions:** Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. Camino Nuevo Charter Academy

## **Expanded Learning Opportunities Program Plan**

### **1—Safe and Supportive Environment**

*Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the school site or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.*

Our ELO-P program is structured to provide a safe and supportive environment for our students that meets their developmental, physical, and social-emotional needs. Our program will incorporate elements such as adequate space indoors and outdoors for program services. Indoor areas used for the program will have adequate heat and light, room for storing belongings, and be equipped with materials to enhance learning opportunities. Recreational equipment will be plentiful and safe and under a safety review each quarter, or more often if needed to ensure safety of youth served. All program staff will be trained in safety, first aid, and trauma-informed learning practices as part of their onboarding.

Since our afterschool program is located on our campus, we consider the afterschool program an extension of our school day and structure it as such. Offering the program on-site minimizes transportation barriers that could otherwise impact students who would not be able to participate. To enhance student learning we may offer enrichment field trips for students; transportation to and from offsite locations will be provided as part of the program.

Additionally, staff will complete incident reporting training to ensure that all safety or other incidents are documented and communicated to appropriate supervisory and/or school staff, and families. The program will clearly document and communicate all incidents that impact safety through written reports and email and telephone records. Our program will maintain an easily accessible and up-to-date record of all students participating in the program with current emergency contacts for program activities and field trips. It will align to the school safety procedures already in place, including for emergency and safety drills. Program staff will work with school staff to conduct required safety drills each year.

### **2—Active and Engaged Learning**

*Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.*

The proposed activities will promote positive youth development through a focus on holistic skill-building, social/emotional learning, and group work to foster positive social

development and seek to create a community of responsible citizens through leadership opportunities.

The proposed activities focus on English Language Arts, Math, STEM, Youth Development, and Arts & Enrichment with the ultimate goal of closing the opportunity gap that too often exists between the low-income students we serve and their higher-income peers.

We seek to create opportunities for students to receive support with their core content from the previous school year. We will be leveraging the highest priority content and re-engage students in meaningful, non-routine ways to support mastery and preparedness for the upcoming school year. Input from school staff and administrators ensure alignment with the regular school year to best enhance students' academic achievement and positive youth development over the summer.

To promote student engagement and retention, we will incorporate student input in the planning of educational literacy and enrichment activities with intention towards Social and Emotional Learning (SEL) as students engage in the SEL competencies: self-awareness, social awareness, relationship skills, responsible decision making and self-management. By promoting youth voice in program design and active learning activities, we ensure that activities align with student interests to bolster engagement and promote student buy-in into activities.

The program will offer academic, enrichment, and recreational activities along with a nutritious meal/snack. We strive to create a program that reflects and aligns with the needs and wishes of our school community.

Possible Academic Enrichment activities based on school need include:

- Homework Assistance
- Academic Tutoring - Math and English
- Mathematics Enrichment
- Science Education and Technology
- Extended Homework Club Possible Enrichment offerings include:
  - Science: (i.e.: Science Explorers, STEM and more, etc.)
  - Visual and Performing Arts: (i.e.: drawing, theater, musical instruments, cheer etc.)
- Service Learning
- Science Explorer
- Resource Area For Teachers (RAFT) STEM activities, Math Explorers
- Cooking

- Photography/Yearbook
- Recreational Components include:
  - Aerobic exercise and physical fitness/nutrition education
  - Team Sports: (i.e.: flag football, basketball, softball, soccer, volleyball, drill, cheer)

### **3—Skill Building**

*Describe how the program will provide opportunities for students to experience skill building.*

In our program, we will offer academic enrichment, including the arts, physical fitness, and social/emotional learning opportunities to foster academic achievement, health, and community engagement. Academic tutoring is provided for each student based on their needs and supports achievement in English Language Arts and Mathematics. Tutoring is based on academic needs and in consultation with school data, teachers, parents and students. The program provides small group and individual tutoring.

Enrichment services will be driven by the needs and interests of students and their overall academic success. Activities are aligned with Common Core Standards and are based on instruction in the regular school year. Enrichment supports retention by engaging students in fun, interesting activities; while promoting through-provoking discussion, and building cooperative skills that will contribute to future success. Our program will support students in building skills such as foundational math and literacy skills, critical thinking, project management, organizational skills, and social-emotional management and regulation. All throughout, students will work in groups to gain technological literacy, learn the importance of teamwork, goal setting and completion to promote academic achievement and future success in college and career.

### **4—Youth Voice and Leadership**

*Describe how the program will provide opportunities for students to engage in youth voice and leadership.*

Camino Nuevo's afterschool program has actively involved students in designing academic, enrichment, and physical education services offered in the program. This has been done through ongoing solicitation of input to gauge social, emotional, and academic needs and strengths of students. Students, partner staff, and school staff have completed needs assessments that discuss need for programs as well as preferences for programming directly informed by views of students themselves. Camino Nuevo staff have participated in planning meetings using this feedback and other data points to determine the key student leadership activities to be provided. This is a high priority for the program, and the expanded learning program will welcome

school-related extracurricular activities in the afterschool hours as discussed below and set aside a space for youth leadership activities. Here, students can share viewpoints, concerns, and interests and implement leadership activities.

In addition, Camino Nuevo conducts regular student surveys at the middle and end of the school year to obtain feedback and make improvements to our services. We use the nationally standardized Panorama Survey to gain input on the student experience, school climate, and student engagement. Data obtained from the survey helps us make adjustments to our instructional practices and extracurricular programs, including providing guidance to our afterschool program partners when new priorities or needs are identified. We have used the data gathered over the last school year to inform the design of our ELO-P program and program priorities.

Camino Nuevo will work with program staff and students to establish and review program elements. Expanded learning staff will work with educational partners to develop youth-led projects. These include service learning projects such as a beach cleanup, canned food drives, and other special events. Expanded learning staff will survey all youth enrolled in services to gain insight on elements that work, new elements of benefit to students, and elements to be removed because they do not support student academic growth and development and do not spark the interest and participation of youth enrolled. Students will take an active role in the design of clubs and enrichment groups targeting interests and needs as determined in these surveys.

The expanded learning program will coordinate with school extracurricular activities to help students develop leadership skills and provide a forum for student involvement outside of the regular school day. Students will have opportunities to lead event planning for social activities to foster community at the school, such as Movie Night. They also will take a leading role in campus beautification projects that they plan and execute from start to finish.

Students will take field trips to multicultural events, such as plays and musicals and engage in projects that build upon what they learn through these trips. Student voice will inform these field trips.

## **5—Healthy Choices and Behaviors**

*Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programming.*

Our ELO-P health and wellness programs will align directly with Camino Nuevo's wellness services and California, LAUSD, and national best practices for health and wellness. All programming offered promotes the benefits of a Comprehensive School Physical Activity Program (CSPAP), where quality physical education is seen as the cornerstone and additional physical activity is integrated before, at the start of, during,

and after the school day. All physical activity programming promotes a vision of school connectedness and creates a climate where healthy competition and support fill the school with spirit and a sense of community. Camino Nuevo's wellness programming emphasizes socioemotional and physical health, both of which are supported through healthy practices and program activities. Healthy practices and program activities include the following:

- **Physical Activity:** Students have the opportunity to participate in a wide variety of physical activity during expanded learning hours. Activities are led by health and wellness instructors and include a focus on activities such as aerobics, weight lifting, yoga, Zumba, and interactive games and sports. Physical activity programming utilizes curriculum developed by SPARK and includes activities that are approximately 15-20 minutes in length and designed to help students:
  - 1) Enjoy and seek out physical activity;
  - 2) Develop a variety of basic movement and manipulative skills to help students experience fitness success and enjoy physical activity;
  - 3) Develop and maintain acceptable levels of physical fitness; and,
  - 4) Develop the ability to get along with others in movement environments (SPARK, 2016). Students learn to work as a team and collaborate together to reach shared goals.
  
- **Nutrition Education:** Students participate in nutrition education designed to make them excited about adopting healthy eating behaviors. Activities include classroom-based nutrition workshops, cooking demonstrations, taste tests, and other interactive activities. Students learn the importance of maintaining a healthy diet, choosing healthy foods, and preparing healthy snacks during out-of-school hours. For example, students work as a team to read nutrition labels, identify the ingredients, and then discuss ways to make better food choices. Working in coordination with nutrition educators, students participate in a routine and ongoing dialogue about the common foods they eat and how those foods affect their health. This is important to long term health because as students are introduced to the roots and origins of their food and how it works in their bodies, they understand how food choices impact their daily lives and health.

Healthy eating patterns in childhood and adolescence promote optimal childhood health, growth, and intellectual development; prevent immediate health problems; and may prevent long-term health problems (CDC 2020). Through nutrition education, students learn about planning meals to meet Federal MyPlate guidelines which include a focus on benefits of whole grains and dangers of soda consumption (more at MyPlate.gov). All nutrition education supports the practices established during the school day in accordance with federal school meal programs and with best practices set forth through the 2015-2020 US Dietary Guidelines for Americans and HealthyPeople 2020 national objectives. Programming also complies with Healthy Eating and Physical Activity (HEPA) standards set by the National Afterschool Association (NAA).

Camino Nuevo reinforces these healthy practices by maintaining partnerships with various health and wellness organizations. For example, we have partnered with the LA84 Foundation for donations of physical activity equipment, which students were able to take home and use to supplement in- and after-school physical education activities. We also work with various community organizations to promote health and wellness for our students, including the Bresee Foundation through their LAFC Scholars partnership and Didi Hirsch for mental health services. We also provide school-based mental health services as a core school service to reinforce mental and socioemotional health for our students.

The program will provide healthy meals each day in accordance with the program schedule that follow USDA school meal guidelines. For example, if a snack is offered then the snack would typically consist of a fresh fruit and a whole grain item such as baked crackers.

### **6—Diversity, Access, and Equity**

*Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.*

The program implemented at Camino Nuevo will predominantly serve Latino students and families, as well as diverse students from other backgrounds that include white, African American, and Asian-American. We will work with our partners to maintain a very strong commitment to diversity and celebration of student cultures that is a foundational feature of Camino Nuevo and the expanded learning program.

The specific goal of services is to provide a program that sparks dynamic interests of students, helps them succeed in school and prepare for high school success and postsecondary opportunities. The program works with students to promote and help them experience values that embrace diversity and equity regardless of race, color, religion, sex, age, income level, national origin, physical ability, sexual orientation and/or gender identity and expression. Orientation and ongoing professional development services provided quarterly will include diversity, equity, and sensitivity training, including specific steps to outreach to students with disabilities to accommodate the physical and developmental abilities of all students served, as described in more detail below.

All outreach materials and policies (such as in the Program Plan) will explicitly express this commitment to diversity and equity in all services. This commitment will be further extended through the creation of a welcoming environment respectful and celebratory of diversity in program materials, signage, displays and banners - both in the physical environment and online. Program staff and partners will actively reach out to members of the community (such as parents, neighborhood residents, and community partners) to seek ongoing information and strategies to support student and family needs.

A fundamental point will be the opportunities given to students and families in the program as well as staff to share experiences from their diverse experiences and backgrounds. This will include services such as specific planning for high school success and postsecondary opportunities and college from the perspective and knowledge base of low-income students who in many cases would be the first in their family to attend college. Enrichment opportunities, guided by students themselves, will embrace the diversity and rich cultural heritage students and their families bring to the expanded learning program. A sampling of programming could include art classes, music production, service learning projects, and STEM projects like Robotics. In art classes students could explore the roots of the Latino experience in the City of LA and elsewhere by studying neighborhood murals and potentially creating murals at their own school site. During the summer students could visit museums like the Museum of Latin American Art or La Plaza De Cultura Y Artes to be exposed to the rich Latino art displayed throughout the city. As part of our programming we could also curate a children's book library that includes books by diverse authors with diverse character representations aligned to our Ethnic Studies Program that will further enrich student learning. Staff members could engage students in interactive read alouds each day and students could also be encouraged to read independently and explore their interests. Other possibilities include music classes that allow students to explore cultural influences and signposts in digital creation of music. During Service Learning projects students could plan and implement projects such as a neighborhood clean-up/beautification that encourages them to embrace their unique backgrounds and understand strengths that they bring to projects to make their neighborhood a better place. STEM projects (such as Robotics) and mentorship opportunities provided to students will allow students to explore themes of diversity and cultural expression while allowing them to connect to successful persons of color through partnerships with groups such as Latinas in STEM.

We have a strong and explicit commitment to diversity and equity for all students served. This is and will continue to be stated in all outreach, marketing, and informational material regarding program services disseminated to students and family members. It will be a critical part of all orientation and ongoing professional development for staff members and volunteers providing services in the program. As part of our student and parent surveys conducted twice yearly at the beginning and end of each program year, the program will gather additional information regarding students with disabilities, English Language Learners, and other students with potential barriers to better understand needs and implement services to meet these needs. This will include students who have been truant, suspended, or expelled, and we will serve them in the program to help improve their academic achievement and attendance. Our partners will draw from best practices developed from their experience serving at-risk youth, using proven research based interventions to re-engage youth in academics and prepare for their futures. Camino Nuevo also holds expertise in this area and will work closely with our partners to ensure the program design meets the needs of our students.

Specific best practices for working with students with potential barriers include a

partnership with the California School-Age Consortium (CAL SAC) to conduct trainings for staff at Camino Nuevo on the needs and potential services for ELs and students enrolled in special education services. This includes trainings on Knowing English Learners, English Language Development, Effective Communication with Children & Youth, Developmental Trends 201, Cultural Conflicts and Strategies: Movement Toward Equity and Inclusion, Academic Support, and Linkages to the School Day, Healthy Cultural Identities and Engaging Families and Communities, The Role of Staff in Behavior Guidance, and Including Children and Youth with Disruptive Behaviors. Specific curricula used in the expanded learning program that offer activities and instruction in support of students with potential barriers include using KidzLit ReadyThinkLearn, Achieve, and Write Brain.

Strategies for outreach and inclusion of students with potential barriers include working with teachers, staff, and counselors to recruit and enroll these students, with site staff training of partners to better understand student skills, needs, and best practice supports. Staff will meet with teachers at the beginning of each year and monthly to address concerns and integrate appropriate curriculum and materials to meet student needs and link learning from the regular school day with the expanded learning program. Working with teachers, program staff will implement useful elements to a successful integration and work in partnership with teachers and parents to implement strategies to promote student learning and development.

Camino Nuevo has a high proportion of English Language Learners and a strong need for services to support these students in the out of school hours. According to *English Language Learners: Becoming Fluent in Afterschool* (2011), afterschool programs offer an excellent opportunity to support ELs, particularly when they provide direct language instruction, time to practice oral language skills, language scaffolding during academic content instruction, and strong parent engagement. The ASES program will use the *Success for All* reading program (selected by the Best Evidence Encyclopedia of the U.S. Department of Education). The program will use peer assisted learning strategies, instructional conversations and literacy logs as best practices demonstrated by research to be effective in increasing EL achievement.

Interactive teaching methods include immediate feedback/correction, oral practice, systematic review for reinforcement of vocabulary and pronunciation, and read-alouds. Homework help will be provided each day and documented in journals. This is a critical need at schools like Camino Nuevo with high EL populations, as students often lack support to complete work at home.

## **7—Quality Staff**

*Describe how the program will provide opportunities for students to engage with quality staff.*

Camino Nuevo ensures that all staff members who directly supervise/teach pupils meet minimum requirements of their position by confirming all credential requirements prior to

onboarding. To further confirm, Camino Nuevo administrators are involved in the interviewing process for ELOP program staff and will confirm eligibility.

Camino Nuevo will work with our partners to ensure that the selection of staff is based on defined qualifications, including teaching experience and subject matter expertise. Experience working with low-income students is critical. The program will recruit tutors with at least two years of college experience. Camino Nuevo will hire a Director of Expanded Learning to oversee the management of our program. This position will require a BA degree, demonstrated leadership experience and experience in school programming/teaching. In addition, CNCA will also hire site-level Expanded Learning Coordinators to manage programming at each of our school sites. The requirements for this position include at least two years of college experience, and demonstrated success working with students and families in an academic or recreational setting. Requirements are posted and advertised, and only candidates who meet all qualifications will be hired.

The Director of Expanded Learning will design and guide staff development in support of expanded learning. The Expanded Learning Coordinator at each site, will manage and support their school site team with the implementation of the program and staff development. Recruitment is led by Camino Nuevo's Human Assets Team, working with the Director of Expanded Learning, the Expanded Learning Coordinators and Site Leaders. Staff will have clear titles and responsibilities, and receive a competitive salary.

Camino Nuevo Charter Academy will make it a priority to employ personnel who have succeeded in overcoming barriers of circumstances such as those found in the surrounding communities we serve. They bring to their task an understanding of challenges and rewards of growing up in predominantly Latino and low-income communities. All job postings and descriptions will emphasize preference for local hires and specify skills, such as bilingual language abilities, that support hiring of personnel similar to students served in the program.

### **8—Clear Vision, Mission, and Purpose**

*Describe the program's clear vision, mission, and purpose.*

Camino Nuevo Charter Academy's mission is to educate students in a college preparatory program to be literate, critical thinkers, and independent problem solvers who are agents of social justice with sensitivity toward the world around them. Aligned with this, Camino Nuevo will offer an Expanded Learning Opportunities Program for students in TK-6 (priority) and 7th and 8th in collaboration with the afterschool ASES program open to all TK - 8 students. All of our free Expanded Learning programs will be designed to support the following purposes:

- Exceptional academic support programs to serve diverse learners in their growth and achievement of grade level standards and beyond

- Enriching Arts programs that offer students exposure and access to visual and performing arts
- Athletic programs focused on developing physical skills needed to participate and excel in a variety of sports
- STEM programs that will help our students become creators and innovators who can build foundational 21st century skills needed to compete in the global marketplace

Our vision is for our schools to offer a safe Expanded Learning environment where student leadership and student voice are valued and appreciated. This environment will foster a community of growth and learning in all of our focus areas and support students' positive development as students, scholars, and social justice leaders. The below chart expands upon our program goals as related to this vision.

### Program Goals

Category	Goal and Objectives	Services and/or Activities
<b>Academic Support</b>	<p><b>Objective (1):</b> Communicate with teachers about things being learned during the day to try and incorporate similar activities after school</p> <p><b>Objective (2):</b> Keep track of academic growth through their quarterly benchmarks.</p>	Focused homework assistance

Category	Goal and Objectives	Services and/or Activities
<b><i>Educational Enrichment</i></b>	<p><b>Goal:</b> To enhance academic improvement through hands-on activities. Develop the interpersonal skills necessary to be successful personally and academically.</p> <p><b>Objective (1):</b> Align enrichment clubs to extracurricular activities offered during the day school.</p> <p><b>Objective (2):</b> Leadership class run by scholars.</p>	<p>STEM Club</p> <p>Visual and Performing Arts program</p> <p>Leadership Club</p>
<b><i>Athletics/Recreation</i></b>	<p><b>Goal:</b> To promote student well-being through opportunities to learn about and practice balanced nutrition, physical activity and other healthy choices in an environment that supports a healthy lifestyle.</p>	<p>Street hockey</p> <p>Tennis</p> <p>Kickball</p> <p>Basketball</p> <p>Assign rotations, for all grades to participate in the different sports</p>

	<p><b>Objective (1):</b> Expand student horizons by introducing unfamiliar sports</p> <p><b>Objective (2):</b> Structured play for all grades</p>	
<p><b>Youth Involvement &amp; Development</b></p>	<p><b>Goal:</b> Create a community of responsible citizens and provide parents with information about the after-school program instructional activities</p> <p><b>Objective (1):</b> Host open house for the afterschool program to inform parents about ongoing programming and connect them with program objectives</p> <p><b>Objective (2):</b> Host quarterly “What’s Up” meetings with students for each grade level to discuss concerns/ changes that need to be made in the program</p>	<p>Open house</p> <p>Meet and Greets</p> <p>Quarterly Parent orientations</p> <p>Student “What’s Up” meetings</p>

**9—Collaborative Partnerships**

*Describe the program’s collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.*

Camino Nuevo has an MOU to provide all afterschool services and a longstanding partnership with Think Together as our primary service provider for summer expanded learning services, including the proposed ELO-P program services. The Think Together team works collaboratively with school administrators, school personnel and families to gather feedback, design programming and implement high-quality afterschool programming.

In addition, we work closely alongside our sister foundation, Pueblo Nuevo Education & Development Group, to provide additional enrichment activities and wraparound supportive services. Pueblo Nuevo and Camino Nuevo work together to deliver a continuum of programs and services to help increase educational equity and expand educational opportunities for students. Their programming priorities include expanding

access and fostering success in higher education through our Camino through College program; providing learning opportunities in the arts and sciences that enrich students' lives; providing school-based mental health and wraparound services to support our students and families; and, engaging authentically with our families and partners to strengthen communities. They will continue to provide these services during our ELO-P program.

Other partners may include:

<b>Collaborative Partner</b>	<b>Duties/Responsibilities and/or Contributions</b>
Breese Foundation	Family Wraparound Supports
Everybody Dance	Dance and arts programming
LA Philharmonic	YOLA at Camino Nuevo music education programming
Our House	Grief Counseling Services
Saban Community Clinic	Health Services for students and families
LA Regional Food Bank	Food access for families
Didi Hirsch	Mental Health Services for students and families

## **10—Continuous Quality Improvement**

*Describe the program's Continuous Quality Improvement plan.*

Camino Nuevo will use a robust combination of measures to gauge student success in programming. At their roots, analyzed measures of student success are grounded in the Quality Standards for Expanded Learning in California as defined by the California Department of Education (CDE). These quality standards rely on the following success measures to ensure that our program adheres to quality improvement standards and reflects a culture of continuous growth necessary to support students.

CNCA has an internal Knowledge Management Team that will support with data tracking and reporting. Tracked measures of student success could include school attendance, parent and student satisfaction, and academic improvement. To enhance accountability and data-driven best practices, CNCA will use a number of data tracking and monitoring procedures. CNCA will collect attendance data, conduct site visits, and program monitoring and technical assistance routinely. Attendance data is collected on

a weekly basis by the Site Supervisor.

Surveys will be administered annually. Feedback garnered through this process is used to make improvements to the program for the following academic year to ensure that the program structure is meeting the needs of the community. In designing the program for success, we analyze academic achievement on a school wide basis by looking at CDE proficiency scores for English Language Arts (ELA) and mathematics and demographics for enrolled students (including free and reduced priced lunch enrollment, ethnicity, and gender) to determine program and school specific needs. This data is used to tailor the Program Plan and ELO-P activities to reflect the specific academic and cultural needs of the student base. Moreover, in an effort to ensure that all programming is an extension of the school day, ELO-P staff may meet with school administrators and instructional day teachers on a weekly to monthly basis to gain an understanding of both general needs and needs specific to the individual students

These measures of student success are coherent with the instructional day and the overarching goals of the program. All of the programming offered through Expanded Learning services act as an extension of the school day. Activities are in line with the priorities of the school and reflect the academic and cultural needs of the student base. Teachers and administrators are incorporated into the site activity planning process to ensure that our students continue to learn and grow during their time in Expanded Learning.

Camino Nuevo is committed to maintaining a data-driven CQI process based on the Quality Standards for Expanded Learning in California as defined by CDE. This quality improvement process creates a framework of clear expectations and a shared vision of quality among multiple educational partners. This sets forth a cycle of continuous quality improvement which is based on three steps: 1) Assessment of Program Quality, which employs data collection on the program using multiple strategies, 2) Planning, which allows the program to use data to generate and implement an action plan for quality improvement, and 3) Improve Program Quality, which allows for staff to implement the action plan and reflect upon progress during implementation.

Once goals in the action plan are met, the action plan is reassessed allowing for ongoing rapid quality improvement. More than these steps, our vision for continuous quality improvement allows for quality improvement at the programmatic level, staff level, and participant level, thus allowing the program's impact to continue to evolve to meet the needs of an ever- changing base. Our program will establish a clearly defined continuous quality improvement plan that includes: 1) outcomes improvement goals and action steps, 2) a timeline with dates for action steps and quality improvement discussions, 3) feedback from staff, youth, parents, and partners, 4) description of the information or data needed to assess quality, and 5) clear description of the responsibilities for each person on the improvement team. This plan is used as the guiding document to facilitate continuous quality improvement in the after school program. Results of annual assessments will be used to make improvements to the

program design to meet the needs of the students and families at Camino Nuevo, allowing for the program to be refined, improved and strengthened continuously to meet the evolving needs of the program base.

## **11—Program Management**

*Describe the plan for program management.*

Our overarching goal is that we work to ensure that our students are *college ready, college bound*. Our after school program partnership is established to focus on college preparation through academic and enrichment supports. CNCA plans to partner with our ELO-P program provider to close gaps in academic achievement and motivate our students to succeed.

Program operations are overseen by the Director of Expanded Learning and the Director of Operations. There is a VP of Student and Family Support Services who directly oversees the Director, who supervises Site Coordinators across the network. Site Coordinators oversee all school-based Youth Leaders.

- VP of Student & Family Support Services: responsible for ensuring support for the Director of Expanded Learning and ensuring grant compliance.
- Director of Expanded Learning: responsible for program oversight, staff supervision, partnerships across the network of CNCA schools; responsible for program evaluation and quality improvement data analysis; and collaborate with Think Together's internal Research & Evaluation team.
- Expanded Learning Site Coordinators: responsible for on-site program administration and oversight, including supervising staff such as Tutors and Enrichment Instructors.
- Youth Leaders: Implement academic support and enrichment programming, maintaining a 20:1 student to staff ratio
- Director of Knowledge Management: responsible for tracking and reviewing attendance data; provides regular reports and compliance assurance on programs across all sites, collaborate with Director of Expanded Learning
- VP of Finance and Business Services: responsible for maintaining budgets and fiscal reporting.

The Director of Expanded Learning and the Site Coordinators will be responsible for managing relationships with school personnel. Monthly meetings between the Director of Expanded Learning and the Site Coordinator and school administration ensure schools are informed about expanded learning activities and permit continuation of projects and learning from the regular school day to the expanded learning program. Administrators advise the Director and site coordinators monthly about areas where support is needed. Teachers will be hired for teaching roles in the program to further strengthen links.

CNCA is committed to meeting all reporting expectations for this grant. Currently,

quarterly expenditure reports are submitted for each of our existing afterschool grants. These reports adhere to California school accounting standards and demonstrate that no less than 85% of the program's expenditures are for direct services to students. An annual independent financial audit of the books and records of CNCA will be conducted for each fiscal year. The books and records of CNCA will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The CNCA audit shall be conducted in accordance with applicable provisions with the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide including a Single Audit, previously known as OMB circular A-133.

### **General Questions**

#### **Existing After School Education and Safety (ASES) and 21<sup>st</sup> Community Learning Centers (21<sup>st</sup> CCLC) Elementary and Middle School grantees.**

*ASES, 21<sup>st</sup> CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.*

CNCA is committed to ensuring all afterschool programming is managed and assessed as a single, comprehensive offering for our students. As stated above, the leadership structure for afterschool programming is singular, meaning that all staff involved will lead on-site programming regardless of the funding stream. We will have dedicated personnel to provide comprehensive oversight and aligned quality controls for all site programs. The guidelines for student selection and participation in afterschool programming will remain fluid, with no restrictions on participating in programming from different funding streams. To further the programs' unification, offerings will be complementary and not duplicative, allowing students a variety of interests to explore.

#### **Transitional Kindergarten and Kindergarten**

*Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil to-staff member ratio of no more than 10 to 1. (EC Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?*

One of our top priorities in developing this program is to ensure that all staff are fully qualified to address the developmental needs of students, including our youngest TK pupils. This includes recruitment of individuals pursuing early elementary education or child development certificates, which will begin in the spring. Our recruitment efforts

will need to be intensified for staff at the transitional kindergarten and kindergarten levels, in order to maintain the required pupil to staff ratio of 10 to 1. We will intentionally staff our program to maintain the required ratios. In addition, Camino Nuevo has prior experience offering a high-quality, CSPP program. We will use the lessons learned from this program to inform the staffing and design of our ELO-P program for our youngest learners.

Camino Nuevo is currently revamping our vision and curriculum for TK in order to align with the state's shift to increased TK access. We have a TK Committee, composed of primary and preschool teachers and administrators, who are meeting on a bimonthly basis to set the vision, determine academic and socio-emotional benchmarks, and align resources and schedules to those. This committee is also determining the ongoing professional development plan for all educators serving TK students, including those brought on through the ELO-P program.

Our vision for TK, which will apply to both in-school and supplemental programs, is:

At Camino Nuevo Charter Academy, transitional kindergarten is the start of a powerful 10-year learning journey in our TK-8 schools. We believe that every child is capable of learning and that children learn best when engaged in joyful experiences that promote curiosity, including inquiry and play. Educators individualize learning for the TK student by gathering all types of data, including getting to know the children, their families, and their funds of knowledge in order to bring them into the classroom. We know the power of community-school partnerships and seek to make the school a safe place for all families and children. In order to do all of this well, TK educators must be lifelong learners and innovators in order to design TK curriculum that aligns to the developmental needs of our students, meets them where they are and helps them realize their full academic and socio-emotional potential.

### **Sample Program Schedule**

*Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.*

### **Sample School Day Schedule**

<b>Time</b>	<b>Activity</b>
7:30-7:55	Drop Off & Breakfast
7:55-8:10	Handwashing & Morning Routines

8:10-8:40	Circle Time
8:40-9:00	Spanish Phonics
9:00-9:15	Recess
9:15-9:20	Mindfulness
9:20-10:30	Math
10:30-10:45	Read Aloud
10:45-11:00	English Phonics
11:00-11:35	Lunch & Recess
11:35-12:10	Reading
12:10-12:35	Social Studies/Science (Alternating Days)
12:35-1:30	Writing
1:30-1:50	Electives (Art, PE, Music)
1:50-2:25	Purposeful Play
2:25-2:55	ELD
2:55-3:05	Clean Up & Transition to ELO-P
3:05-3:30	Afterschool: Snack & Recess
3:30-4:15	Academic Support: Homework, Learning Games, Small Group Intervention, Reading Time
4:15-4:50	STEM Enrichment
4:50-5:00	Clean Up & Dismissal

### **Sample Summer/Intersession Schedule (STEAM Camp Example)**

<b>Time</b>	<b>Activity</b>
7:30-7:55	Drop Off & Breakfast
7:55-8:10	Handwashing & Morning Routines

8:10-8:40	Circle Time
8:40-9:30	Science Station 1 (Hands-On, Inquiry Based Project)
9:30-9:45	Snack & Recess
9:45-10:45	Science Station 2 (Hands-On, Inquiry Based Project)
10:45-11:15	Choice Time: Centers
11:15-12:00	Lunch & Recess
12:00-12:20	Read Aloud
12:20-1:20	Science Station 3 (Hands-On, Inquiry Based Project)
1:20-2:00	Science-Based Reading & Writing
2:00-2:15	Afternoon Recess
2:15-2:45	Closing Circle & Camp Celebrations
2:45-3:00	Clean Up & Transition to Extended Day Care
3:00-3:30	Snack & Play
3:30-3:50	Quiet Reading & Rest
3:50-4:30	Art Activity
4:30-4:45	Clean Up & Dismissal

## Cover Sheet

### Resolution- CNCA Schools Emergency Spending Into the Reserves

<b>Section:</b>	X. Resolution- CNCA Schools Emergency Spending Into the Reserves
<b>Item:</b>	A. Resolution- CNCA Schools Emergency Spending Into the Reserves
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Camino Nuevo - Board Resolution re Reserve Spending.pdf

**BOARD OF DIRECTORS OF THE  
CAMINO NUEVO CHARTER ACADEMY**

**RESOLUTION NO. ---**

**RESOLUTION RESERVING THE RIGHT TO  
SPEND INTO RESERVES FOR THE 2021-2022 SCHOOL YEAR**

**WHEREAS**, the COVID-19 pandemic has financially impacted California public schools, the increased and unanticipated expenditures for distance learning and school reopening generally have necessitated that the Camino Nuevo Charter Academy (“CNCA or Charter School”) utilize its available operational reserve funds; and

**WHEREAS**, the impact of COVID-19 on the Charter School necessitates that this Board consider all available options for balancing its budget; and

**WHEREAS**, in compliance with state regulations and its Charter, CNCA has set aside an amount of its revenue equal to a certain percentage of its expenditures as a reserve for economic uncertainties;

**WHEREAS**, this Board has authority pursuant to its Charter and the “CNCA Fiscal Policies and Procedures” to specify use of its operating reserves;

**WHEREAS**, this Board has determined it is necessary to spend into its available operating reserve balance for the 2021-2022 school year in an effort to avoid or mitigate any potential reductions in spending, and that it is appropriate to inform its employees and the public of the Board’s decision.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Camino Nuevo Charter Academy that the Charter School will spend into its available operational reserve balance for the 2021-2022 school year, and may propose any related cost-saving strategies as needed depending on future budget developments.

**PASSED AND ADOPTED** by the Board of Directors of the Camino Nuevo Charter Academy on **April 11, 2022**, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

**CERTIFICATION**

STATE OF CALIFORNIA            )  
  )  
COUNTY OF LOS ANGELES        )        ss.

I certify the above is a true copy of a resolution adopted by the Board of Directors of the Camino Nuevo Charter Academy at a meeting held on April 11, 2022.

DATED: April 11, 2022

BOARD OF DIRECTORS OF THE  
CAMINO NUEVO CHARTER ACADEMY,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

By: \_\_\_\_\_  
Vice President/Secretary of the Board of Directors

# Cover Sheet

## Enrollment Update

**Section:** XI. Enrollment Update  
**Item:** A. Enrollment Update  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:**  
SY\_2022-2023\_Enrollment\_Update\_April\_Board\_Meeting\_2022.pdf



# SY 2022-2023 Enrollment Update

## *April Board Meeting*

**20 años** | Camino Nuevo Charter Academy



Crystal Day, Enrollment Manger  
Data collected: March 30, 2022



# Agenda

- Enrollment Context
  - Shift to Strategic Enrollment Management
  - Current Trends
  - Goal Framework
- Enrollment Timeline
- Data Review: Applications, Lottery Acceptances, TK Enrollment, Attrition
- Enrollment Forecast
- Outreach and Yield Tactics



# Shift to Strategic Enrollment Management

Research and Market Trends

Data Analytics – Data Dashboard Development

Goal-Minded Effective Team

Customer Service Approach: Inform, Connect, and Personalize

Support and Accountability



# Context: External and Internal Trends

EXTENERAL		INTERNAL	
Decreasing	Decreasing LAUSD Enrollment steadily decreasing – 8.1% pre-pandemic (18/19 to 22/23)	Increased	CNCA increased applications last year by 10%
Decreasing	Decreasing Live Births within LAUSD decreasing – 5% year over year	Exceeded	CNCA was enrolled at 100.56% the week before school
Decreasing	The number of charter schools has reduced from 228 to 225, 3 less	Reduced	Enrollment 2 months into school reduced to 97%
Increasing	Increasing LAUSD Charter enrollment projected to increase by more than 3%	Retained	CNCA only retained 67% of CAS 5 <sup>th</sup> to 6 <sup>th</sup>



# Initial Multi-Year Strategic Enrollment Goal Framework

To achieve our enrollment goals through recruitment and retention

## GOAL 1: Applications

Maintain or Grow Applications  
by Lottery Date

In 2022: Maintain Applications  
By 2027: 10% Increase Applications

### TACTICS

- Strengthen Feeder School Partnerships
- Mobilize Parent Ambassadors
- Social Media and Online Brand Campaigns

## GOAL 2: Retention

Retain more 5<sup>th</sup> to 6<sup>th</sup> grade students

By 2023: 75% retained  
By 2025: 90% retained

### TACTICS

- Strategic Communication
- Student Mentor Program
- "Umbrella Calls" in fall and spring

## GOAL 3: Yield

Reduce summer and first-month of school  
attrition

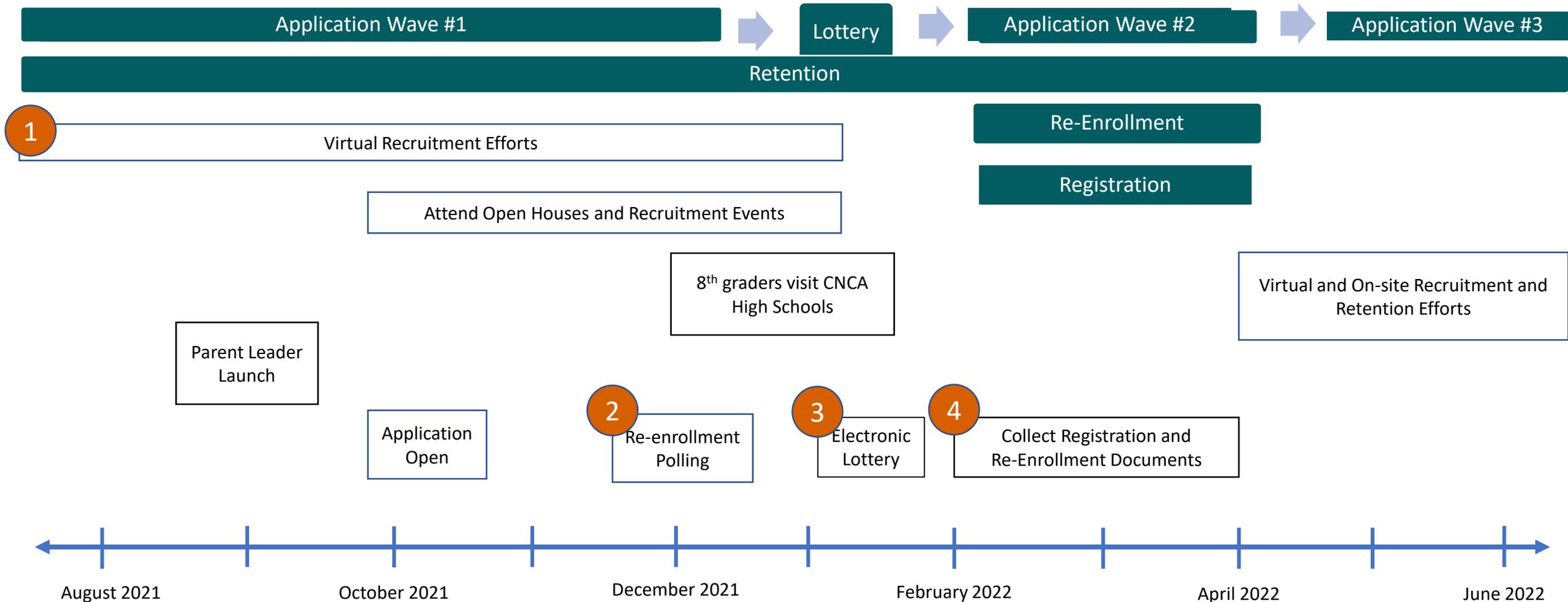
By 2022: reduce attrition by 20%  
By 2027: reduce attrition by 50%

### TACTICS

- Increase touchpoints with communication
- New Students / Parent Mentor Program
- Target on Entry and Transitional Points



# Enrollment Timeline and Phases



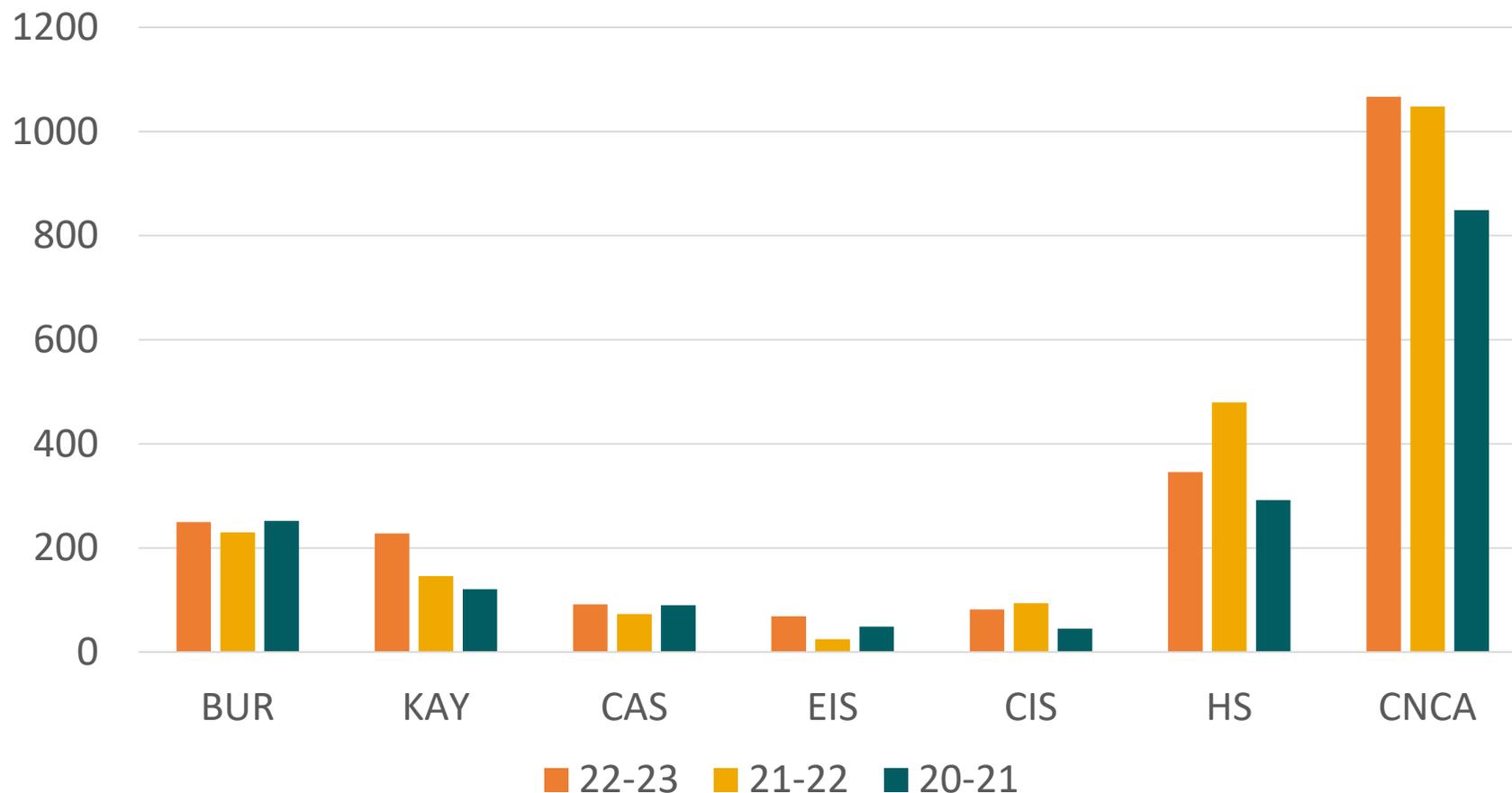


# Applications Submitted as of March 29

As of March 29	22-23	21-22	20-21	now compared 2 yr
ALL CNCA	1067	1048	874	up by around 22%
TK	89	53	54	up 64%
Kinder	257	263	243	up slightly (6%)
TK-8th	721	568	582	up 24%
6th to 8th	197	105	141	up 39%
9th	306	290	278	up slightly (8%)

- CELEBRATE!
  - We continue to see an increase in applications year over year.
- CAUTION
  - We have more seats to fill this year than we did last year. We need to continue to retain students AND increase applications to meet targets

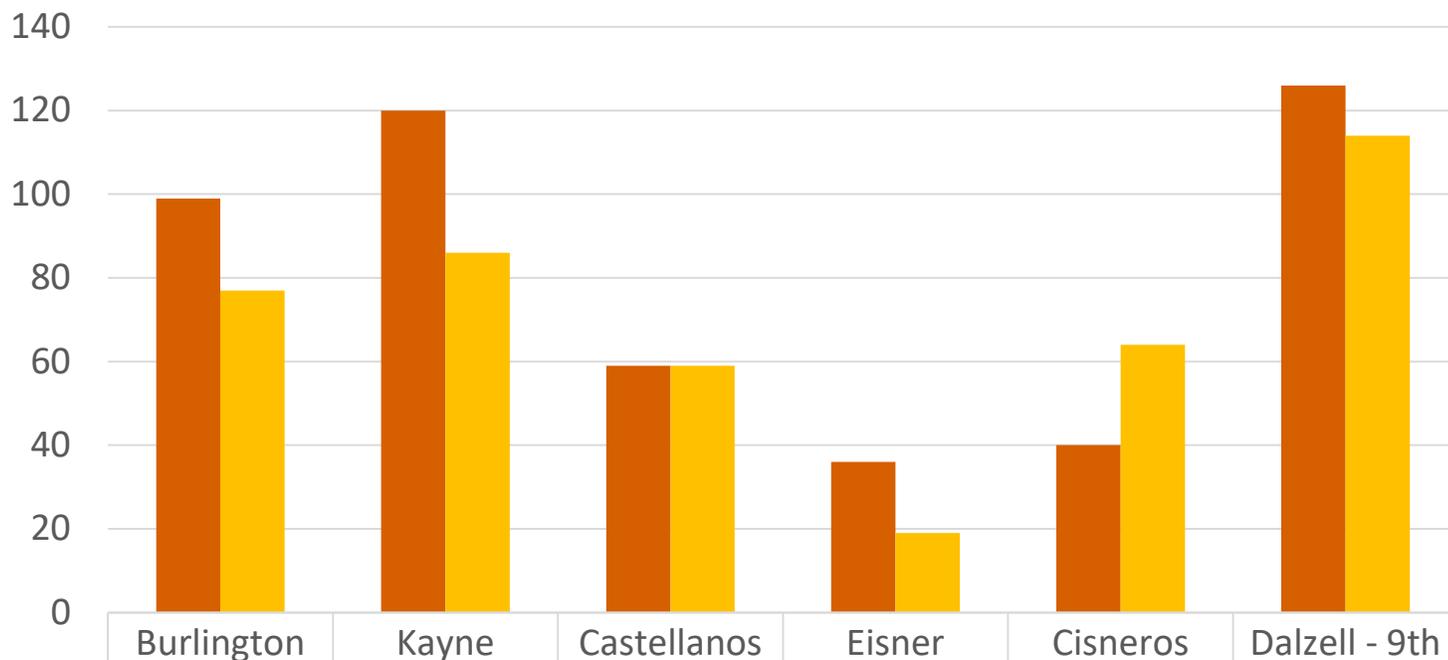
# CNCA Network | Applications Submitted by School – 3 year (3/29)



- BUR – dipped slight in applications
- KAY – significant increase in applications
- CAS.EIS – slightly higher, but has more seats to fill
- CIS – slightly lower than last year, slightly higher than the year before
- DAL- higher 9<sup>th</sup> grade applications than the last 2 years (including MIR)



# Lottery Acceptances -- March 30, 2022 vs. April 6, 2021



Acceptances have:

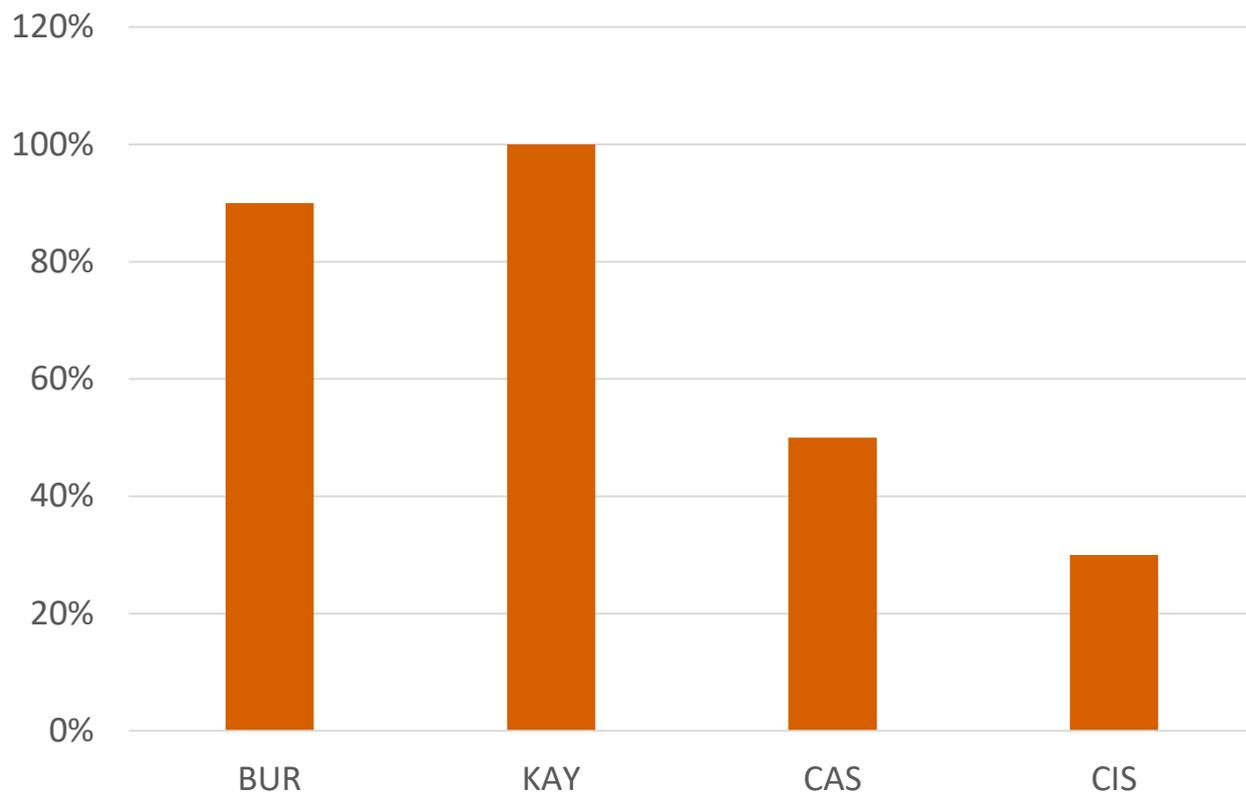
- Increased at BUR, KAY, EIS, DAL
- Stayed the same at CAS
- Decreased at CIS

	Burlington	Kayne	Castellanos	Eisner	Cisneros	Dalzell - 9th
Lottery Accepts 3/30/22	99	120	59	36	40	126
Lottery Accepts 4/6/21	77	86	59	19	64	114



# CNCA TK Enrollment by School

% to Enrollment Target (Accepts + Pending)

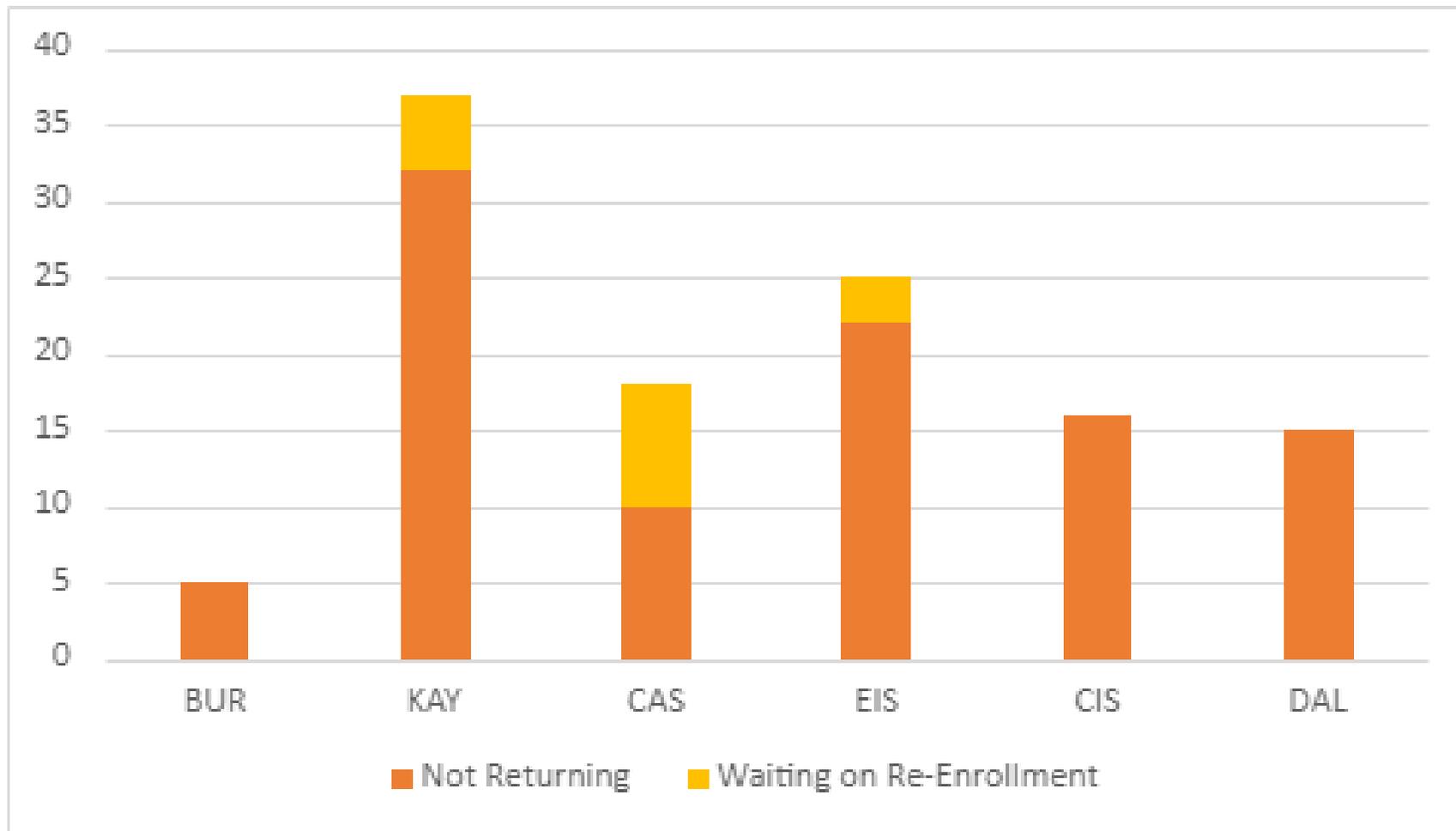


- Burlington and Kayne are tracking to meet targets
- CAS and CIS are likely to be 75%
  - Spring outreach efforts are vital in closing the gaps
  - CAS & CIS receive the highest amount of applications in May and July

TK Enrollment	Target	Current Accepts	Pending	Accepts + Pending 3/30
<b>BUR</b>	40	36	0	36
<b>KAY</b>	15	14	1	15
<b>CAS</b>	20	10	0	10
<b>CIS</b>	20	6	0	6
	95	66	1	67

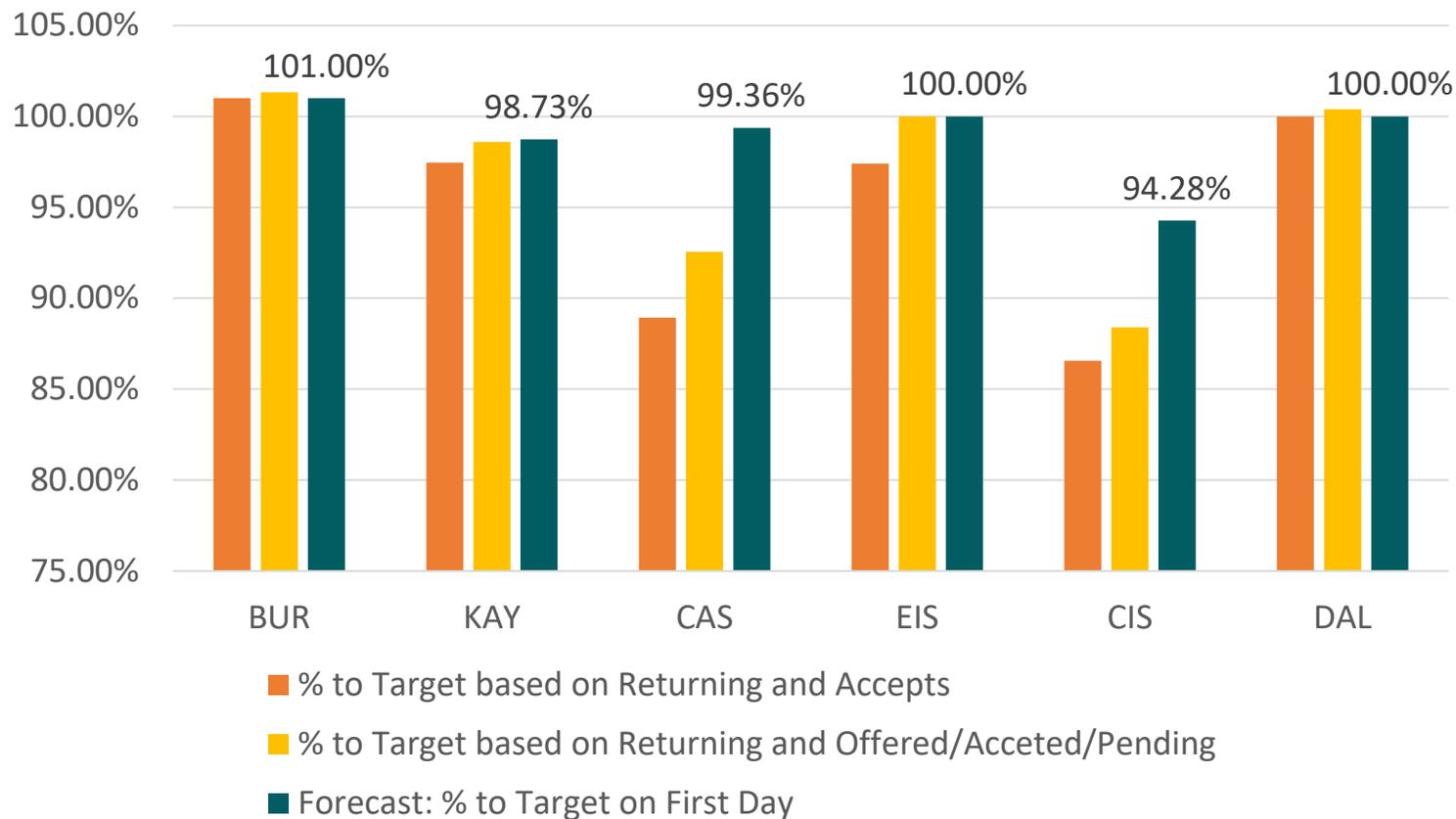


# Potential Attrition for 22-23 as of 3/29



- Retention is key! It costs less to retain a student than it does to acquire a student.
- Not Returning – these students already told us that they will not be returning or have exited already.
  - Next step– surveying/interviewing families
- Waiting in Re-Enrollment – these students have not completed an Intent to Return. Reasons vary by family/school

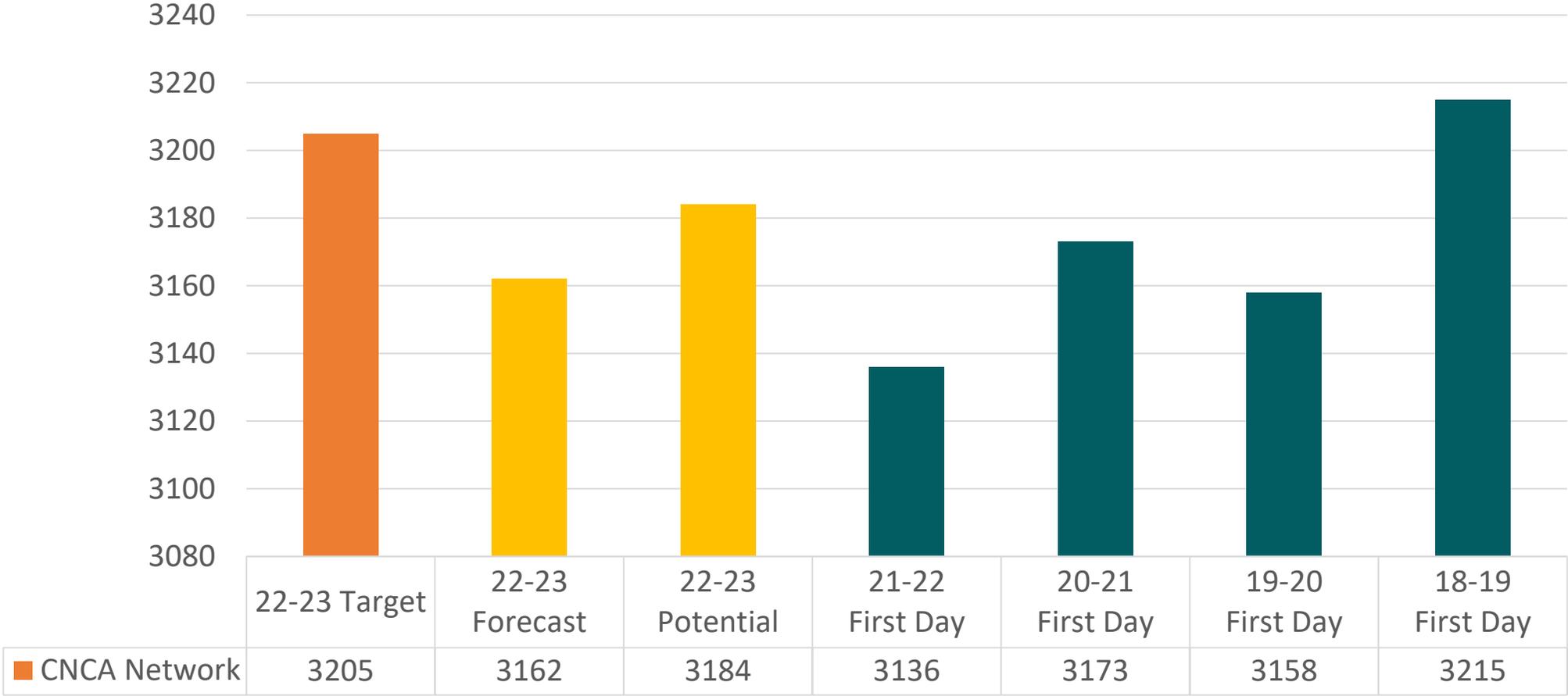
# CNCA Network | Percentage Toward Meeting Enrollment Goals as of 3/30



- CNCA is 95.04% enrolled toward our 22-23 budget
- Based on current data and historical data, we can forecast that:
  - BUR, EIS, and DAL will meet enrollment targets
  - KAY is likely to be at 98% (gaps in 1<sup>st</sup>-3<sup>rd</sup>), CAS at 99%, and \*CIS at 93-95%
- Spring outreach efforts are key in meeting targets and closing gaps!
- By securing our pending offers, limiting attrition, increasing applications, we can close the gap. Forecasting:
  - KAY at 99%, CAS at 100%, and CIS at 95%
  - I am closely monitoring CIS for trends



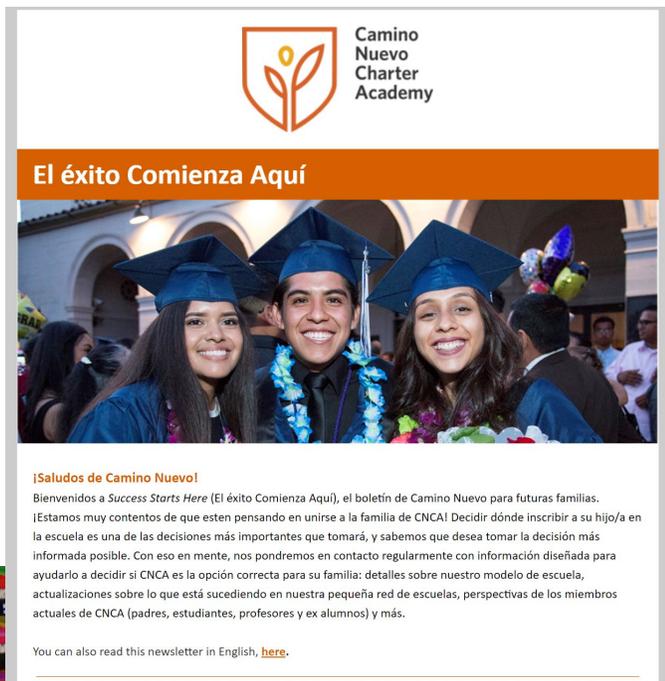
# CNCA Network | 22-23 First Day Enrollment Forecast and History\*



\* History includes historical enrollment for current schools (BUR, KAY, CAS, EIS, CIS, DAL), not MIR or ECE

# Snapshot of Current Outreach and Yield Efforts

- Strategic (and Personalized) Communication
  - *Success Starts Here* (3)
  - Virtual Events (+10)
  - TK and K park playdates rolling out in May
- CNCA Parent Community Leaders (4)
  - Growing Enrollment
  - Adding to the Sense of Belonging
  - Mentoring / Welcoming New Families
- Other
  - LACFEPS Collaboration
    - In-person recruitment fairs (2)
    - Retention Dashboard Development
    - Recruitment and Retention Think Tank
  - Preschool outreach
    - St. Anne's
    - Angelina Preschool
    - LA First Preschool
  - Grocery Store Divider
    - Installed 70+ dividers in 5 grocery stores including Rancho Market near CIS, Numero Uno near BUR, and Numero Uno near CAS, Ralphs near KAY
  - Community Canvassing
    - CIS- 1x week
    - BUR and CAS- 2x month
  - Yard Signs
  - Community Tabling- Libraries and Grocery Stores
  - Social Media Marketing
    - Facebook Ads
    - Google Ads





# Feedback/Questions