



Amethod Public Schools

Regular Meeting of the AMPS Board of Directors

Published on March 5, 2021 at 4:42 PM PST

Amended on April 16, 2021 at 4:59 PM PDT

Date and Time

Wednesday March 10, 2021 at 6:00 PM PST

This meeting will be by teleconference pursuant to Executive Orders N-25-20 and N-29-20.

The Board of Directors (Board) and employees of Amethod Public Schools shall meet via the Zoom meeting platform. Members of the public who wish to access this Board meeting may do so at:

<https://us02web.zoom.us/j/82190029446>

Participating by Telephone: 669-900-9128 Meeting ID: 82190029446

Public Comment: Members of the public who wish to comment about an agenda item please send an email to lromo@amethodschools.org with your name, email address, and your zoom name (if different) and the item under which you would like to comment before the item begins. The Board Chair will call on you. Please note that comments are limited to two minutes. The Board Chair may increase or decrease the time allowed for public comment, depending upon the topic and number of persons wishing to be heard.

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ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
A. Call the Meeting to Order		Peter Hanley	1 m
B. Roll Call		Luis Romo	3 m
C. Announcements		Peter Hanley	5 m
II. Closed Session (Government Code 5457.7)			6:09 PM
A. Disclosure of Items to be Discussed			
B. Public Comment on Closed Session			
C. Recess to Closed Session			
D. Public Employee Appointment / Discussion, Position: Chief Executive Officer (Government Code Section 54957)	Discuss	Peter Hanley	20 m
E. Reconvene from Closed Session			
III. Consent Agenda			6:29 PM
A. Approval of Board Meeting Minutes (February 17-20, 2021)	Vote	Luis Romo	
B. Approval of 2021-2022 Academic Calendars	Vote	Evelia Villa	10 m
C. Approval of Amended Attendance Policy	Vote	Evelia Villa	
D. Approval of Amended Distance Learning Policy	Vote	Evelia Villa	
IV. Business			6:39 PM

	Purpose	Presenter	Time
A. Review of Comparable Compensation Data for Charter School CEO's/Superintendents/Executive Directors The Board will review a compensation study and identify in range of reasonable non excessive compensation to be paid to the CEO.	Discuss	Peter Hanley	10 m
B. Oral Report of Executive Compensation Paid to the CEO	Discuss	Peter Hanley	5 m
C. Approval of Employment Agreement for CEO	Discuss	Peter Hanley	10 m
D. CEO Report	Discuss	Evelia Villa	10 m
E. Approval of Second Interim Financial Report	Vote	Kelly Ellis	5 m
F. State Budget Update	Discuss	Kelly Ellis	5 m
G. Winter NWEA Data The Board will review AMPS' latest academic outcome data. NWEA, is a research-based not-for-profit organization that creates academic assessments for students pre-K-12. Currently, NWEA assessments are used by over 9,500 schools and districts in 145 countries.	Discuss	Evelia Villa	20 m
H. Network Infrastructure Upgrade via E-Rate E-Rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund , which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). The program provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications and internet access . It is one of four support programs funded through a universal service fee charged to companies that provide interstate and/or international telecommunications services.		Dennis Clark	10 m
I. Approval of Construction Contract for 1450 Marina Way South Richmond CA 94804	Vote	Mike Barr	10 m
J. Approval of Financing for Construction Contract for 1450 Marina Way South Richmond CA 94804 and possible Working Capital	Vote	Mike Barr	15 m
K. COVID Taskforce Update	Discuss	Evelia Villa & Grace Borja	10 m
L. Approval of Amended Board Bylaws	Vote	Evelia Villa	

	Purpose	Presenter	Time
M.	Approval of Amended FERPA Policy	Vote	Evelia Villa 10 m

The Family Educational Rights and Privacy Act (FERPA) is a federal law that affords parents the right to have access to their children's education records, the right to seek to have the records amended, and the right to have some control over the disclosure of personally identifiable information from the education records. When a student turns 18 years old, or enters a postsecondary institution at any age, the rights under FERPA transfer from the parents to the student ("eligible student"). The FERPA statute is found at 20 U.S.C. § 1232g and the FERPA regulations are found at 34 CFR Part 99.

V. Closing Items

8:39 PM

A. Adjourn Meeting

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Coversheet

Approval of Board Meeting Minutes (February 17-20, 2021)

Section:	III. Consent Agenda
Item:	A. Approval of Board Meeting Minutes (February 17-20, 2021)
Purpose:	Vote
Submitted by:	
Related Material:	2021_02_17_board_meeting_minutes.pdf 2021_02_19_board_meeting_minutes.pdf 2021_02_18_board_meeting_minutes.pdf 2021_02_20_board_meeting_minutes.pdf

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Amethod Public Schools

Minutes

Regular Meeting of the AMPS Board of Directors

Date and Time

Wednesday February 17, 2021 at 6:00 PM

This meeting will be by teleconference pursuant to Executive Orders N-25-20 and N-29-20.

The Board of Directors (Board) and employees of Amethod Public Schools shall meet via the Zoom meeting platform. Members of the public who wish to access this Board meeting may do so at:

<https://us02web.zoom.us/j/88102747686>

Participating by Telephone: 669-900-9128 Meeting ID:88102747686

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Directors Present

E. Quiroz (remote), G. Lopez Jr. (remote), M. Gonzalez (remote), N. Driver (remote), P. Hanley (remote)

Directors Absent

None

Directors who arrived after the meeting opened

M. Gonzalez

Guests Present

E. Villa (remote), L. Romo (remote)

I. Opening Items

A. Call the Meeting to Order

P. Hanley called a meeting of the board of directors of Amethod Public Schools to order on Wednesday Feb 17, 2021 @ 6:10 PM.

B. Roll Call

M. Gonzalez arrived at 6:17 PM.

C. Announcements

Peter Hanley expresses the importance of black history month as it relates to American history education.

II. Consent Agenda

A. Approval of Board Minutes (01/20/2021, 02/04/2021 & 02/10/2021)

E. Quiroz made a motion to approve the minutes from Special Meeting of the AMPS Board of Directors on 02-04-21.

G. Lopez Jr. seconded the motion.

approval includes minutes from 1/20/2021, 02/04/2021 & 2/10/2021.

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

M. Gonzalez arrived at 6:17 PM.

III. Business

A. CEO Report

Evelia makes her report. Allows some time for Paolo Tsui to speak on College Board Diversity Award.

B. Finance Update

Kelly Ellis makes presentation on finance updates.

C. AMPS Board and Organizational Goals

Accept the Board Goals with the removal of # 4.

E. Quiroz made a motion to Accept the Board goals with the removal of # 4.

N. Driver seconded the motion.

The board **VOTED** unanimously to approve the motion.
N. Driver made a motion to organizational goals as written.
G. Lopez Jr. seconded the motion.
The board **VOTED** unanimously to approve the motion.

D. Instructional Update

E. Appoint ad hoc Nominating Committee

N. Driver made a motion to keep Edgar Quiroz and Gilbert Lopez Jr. as the two members of the nominating ad hoc committee.
M. Gonzalez seconded the motion.
The board **VOTED** unanimously to approve the motion.

F. Discuss Reschedule March 10 Meeting to March 17

Item pulled from the agenda.

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:07 PM.

Respectfully Submitted,
P. Hanley

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Amethod Public Schools

Minutes

Special Meeting of the AMPS Board of Directors

Date and Time

Friday February 19, 2021 at 10:00 AM

This meeting will be by teleconference pursuant to Executive Orders N-25-20 and N-29-20.

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Participating by Telephone: 669-900-9128 Meeting ID: 85111445288

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Directors Present

E. Quiroz (remote), G. Lopez Jr. (remote), M. Gonzalez (remote), N. Driver (remote), P. Hanley (remote)

Directors Absent

None

Guests Present

L. Romo (remote)

I. Opening Items

A. Call the Meeting to Order

P. Hanley called a meeting of the board of directors of Amethod Public Schools to order on Friday Feb 19, 2021 @ 10:06 AM.

B. Roll Call

C. Announcements

There are no announcements.

II. Closed Session (Government Code 5457.7)

A. Disclosure of Items to be Discussed

The Board will further discuss the appointment for the chief executive officer position with candidates. There was no Board, nor public comment on this item.

B. Board Comments / Public Comment on Closed Session

No Board comments and no public comments.

C. Recess to Closed Session

D. Public Employee Appointment / Discussion, Position: Chief Executive Officer (Government Code Section 54957)

E. Reconvene from Closed Session

The Board took no reportable action.

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 1:59 PM.

Respectfully Submitted,
P. Hanley

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Minutes

Special Meeting of the AMPS Board of Directors

Date and Time

Thursday February 18, 2021 at 10:00 AM

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E. Quiroz (remote), G. Lopez Jr. (remote), M. Gonzalez (remote), N. Driver (remote), P. Hanley (remote)

Directors Absent

None

Guests Present

L. Romo (remote)

I. Opening Items

A. Call the Meeting to Order

P. Hanley called a meeting of the board of directors of Amethod Public Schools to order on Thursday Feb 18, 2021 @ 10:07 AM.

B. Roll Call

C. Announcements

No announcements.

II. Recess to Closed Session

A. Public Employee Appointment / Discussion, Position: Chief Executive Officer (Government Code Section 54957)

The Board will further discuss the appointment for the chief executive officer position with candidates. There was no Board, nor public comment on this item.

III. Reconvene from Closed Session

A. No action was taken during closed session

The Board took no reportable action.

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 1:09 PM.

Respectfully Submitted,
P. Hanley

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Amethod Public Schools

Minutes

Special Meeting of the AMPS Board of Directors

Date and Time

Saturday February 20, 2021 at 9:00 AM

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Directors Present

E. Quiroz (remote), G. Lopez Jr. (remote), M. Gonzalez (remote), N. Driver (remote), P. Hanley (remote)

Directors Absent

None

Guests Present

L. Romo (remote)

I. Opening Items

A. Call the Meeting to Order

P. Hanley called a meeting of the board of directors of Amethod Public Schools to order on Saturday Feb 20, 2021 @ 9:03 AM.

B. Roll Call

C. Announcements

There were no announcements.

II. Recess to Closed Session

A. Public Employee Appointment / Discussion, Position: Chief Executive Officer (Government Code Section 54957)

There were no Board, nor public comments. The Board will further discuss the appointment for the chief executive officer position with candidates. The Board took no reportable action.

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:33 AM.

Respectfully Submitted,
P. Hanley

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Coversheet

Approval of 2021-2022 Academic Calendars

Section:	III. Consent Agenda
Item:	B. Approval of 2021-2022 Academic Calendars
Purpose:	Vote
Submitted by:	
Related Material:	DRAFT 2021-22 OCHS School Calendar.png DRAFT 2021-22 OCHS School Calendar page 2.png JHHS - School Calendar 2021-2022 DRAFT.pdf 2021-2022 OCA Academic Calendar.pdf 2021-2022 DCA Academic Calendar.pdf BJE Academic Calendar 2021-2022.pdf RCA Academic Calendar 2021-2022.pdf



AMPS Oakland Charter High School | 2021-22 Calendar

2433 Coolidge Avenue, Oakland, CA 94601 510-436-0101 Fax: 510-436-0108 ochs.amethodschools.org

Holiday/No School
 Last and First Days
 Report Card

 Midterms/Finals/Testing

AUGUST 2021

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

8/9 - First Day of School

8/18 - Parent Community Night - Zoom link on website

Black Class Schedule:

9:00-10:20	Period 1
10:25-10:55	Advisory (Tuesdays/Thursdays only)
11:00-12:20	Period 2
1:00-2:20	Period 3

Gold Class Schedule:

9:00-10:20	Period 4
10:25-10:55	Advisory (Tuesdays/Thursdays only)
11:00-12:20	Period 5
1:00-2:20	Period 6

SEPTEMBER 2021

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

9/7 - Labor Day/No School

9/15 - Parent Community Night - Zoom link on website

OCTOBER 2021

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

10/11 - Indigenous People's Holiday/No School

10/20 - Parent Community Night - Zoom link on website

10/16 - End of Quarter 1/Report Card

10/25 - No School/Teacher Professional Development Day

NOVEMBER 2021

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

11/17 - Parent Community Night - Zoom link on website

11/11 - Veteran's Day/No School

11/23-11/27 - Fall Break

DECEMBER 2021

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

12/7-12/9 - Finals

12/15 - Parent Community Night - Zoom link on website

12/17 - End of Semester 1

12/20/2021-12/31/2022 - Winter Break

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[OCHS.AMETHODSCHOOLS.ORG](https://ochs.amethodschools.org)

AMPS
HONOR HARD WORK



AMPS Oakland Charter High School | 2021-22 Calendar

2433 Coolidge Avenue, Oakland, CA 94601 510-436-0101 Fax: 510-436-0108 ochs.amethodschools.org

Holiday/No School Last and First Days Report Card Midterms/Finals/Testing

JANUARY 2022

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1/17 - MLK Day/No School
1/19 - Parent Community Night - Zoom link on website
1/21 - Semester 1 Report Card Mailed

FEBRUARY 2022

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

2/16 - Parent Community Night - Zoom link on website
2/18-2/21 - No School/President's Day Weekend

MARCH 2022

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

3/12 - No School/Teacher Professional Development Day
3/15 - No School
3/16 - Parent Community Night - Zoom link on website
3/25 - End of Quarter 3

APRIL 2022

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4/11-4/15 - Spring Break
4/20 - Parent Community Night - Zoom link on website

MAY 2022

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

5/18 - Parent Community Night - Zoom link on website
5/27 - Last Day of School

Black Class Schedule:

9:00-10:20	Period 1
10:25-10:55	Advisory (Tuesdays/Thursdays only)
11:00-12:20	Period 2
1:00-2:20	Period 3

Gold Class Schedule:

9:00-10:20	Period 4
10:25-10:55	Advisory (Tuesdays/Thursdays only)
11:00-12:20	Period 5
1:00-2:20	Period 6

LEARN MORE

[OCHS.AMETHODSCHOOLS.ORG](https://ochs.amethodschools.org)



AMPS John Henry High School | 2021-2022 School Calendar

1402 Marina Way South, Richmond, CA 94804 510-235-2439 jhhs.amethodschools.org

AUGUST/AGOSTO 2021

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16-A	17-B	18-A	19-B	20-C	21
22	23-A	24-B	25-A	26-B	27	28
39	30-A	31-B				

School Days/Días Escolares: 11

8/16 – First Day of School/Primer Día de Clases

8/27 – No School/No Hay Clases (PD Day for Teachers)

NOVEMBER/NOVIEMBRE 2021

S	M	T	W	T	F	S
	1-A	2-B	3-A	4-B	5-E	6
7	8-A	9-B	10-A	11	12-B	13
14	15-A	16-B	17-A	18-B	19-C	20
21	22	23	24	25	26	27
28	29-A	30-B				

School Days/Días Escolares: 16

11/5 – NWEA Testing (Fall)/Exámenes NWEA

11/11 – No School/No Hay Clases (Veterans' Day)

11/22-11/26 – No School/No Hay Clases (Thanksgiving Break)

SEPTEMBER/SEPTIEMBRE 2021

S	M	T	W	T	F	S
			1-A	2-B	3-C	4
5	6	7-B	8-A	9-B	10-A	11
12	13-A	14-B	15-A	16-B	17-C	18
19	20-A	21-B	22-A	23-B	24-C	25
26	27-A	28-B	29-A	30-B		

School Days/Días Escolares: 21

9/6 – No School/No Hay Clases (Labor Day)

9/21 – Back to School Night/Noche de Regreso a Clases

DECEMBER/DICIEMBRE 2021

S	M	T	W	T	F	S
			1-A	2-B	3-C	4
5	6-A	7-B	8-A	9-B	10-C	11
12	13-A	14-B	15-A	16-B	17-C	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

School Days/Días Escolares: 13

12/20-12/31 – No School/No Hay Clases (Winter Break)

OCTOBER/OCTUBRE 2021

S	M	T	W	T	F	S
					1-C	2
3	4-A	5-B	6-A	7-B	8-C	9
10	11	12-B	13-A	14-B	15-C	16
17	18-C	19-E	20-E	21-E	22-S	23
24	25-A	26-B	27-A	28-B	29-C	30
31						

School Days/Días Escolares: 20

10/11 – No School/No Hay Clases (Indigenous Peoples' Day)

10/18-10/22 – Midterm Exams/Exámenes (Quarter 1 Ends)

10/29 – Report Cards Published/Calificaciones Publicadas

Key/Clave:

	First and Last Day of School Primer y Ultimo Día de Clases
	No School No Hay Clases
	School Events Eventos Escolares
	Exams Exámenes
	Summer School Escuela de Verano
LETTER	A = P1, P2, P3 E = Exam Schedule B = P4, P5, P6 S = Special Schedule C = P1 to P6 (Minimum Day)



AMPS John Henry High School | 2021-2022 School Calendar

1402 Marina Way South, Richmond, CA 94804 510-235-2439 jhhs.amethodschools.org

JANUARY/ENERO 2022

S	M	T	W	T	F	S
						1
2	3-A	4-B	5-A	6-B	7-C	8
9	10-C	11-E	12-E	13-E	14-S	15
16	17	18-B	19-A	20-B	21-A	22
23	24-A	25-B	26-A	27-B	28-C	29
30	31-A					

School Days/Días Escolares: 20

1/10-1/14 – Final Exams/Exámenes (Semester 1 Ends)
 1/17 – No School/No Hay Clases (Martin Luther King Day)
 1/21 – Report Cards Published/Calificaciones Publicadas
 1/28 – 100 Days of Attendance Celebration/Celebración

FEBRUARY/FEBRERO 2022

S	M	T	W	T	F	S
		1-B	2-A	3-B	4-E	5
6	7-A	8-B	9-A	10-B	11-C	12
13	14-A	15-B	16-A	17-B	18	19
20	21	22-B	23-A	24-B	25-A	26
27	28-A					

School Days/Días Escolares: 18

2/4 – NWEA Testing (Winter)/Exámenes NWEA
 2/18-2/21 – No School/No Hay Clases (Presidents' Day)

MARCH/MARZO 2022

S	M	T	W	T	F	S
		1-B	2-A	3-B	4-C	5
6	7-A	8-B	9-A	10-B	11	12
13	14-A	15-B	16-A	17-B	18-C	19
20	21-C	22-E	23-E	24-E	25-S	26
27	28-A	29-B	30-A	31-B		

School Days/Días Escolares: 22

3/11 – No School/No Hay Clases (PD Day for Teachers)
 3/21-3/25 – Midterm Exams/Exámenes (Quarter 3 Ends)

APRIL/ABRIL 2022

S	M	T	W	T	F	S
					1-C	2
3	4	5	6	7	8	9
10	11-A	12-B	13-A	14-B	15-C	16
17	18-A	19-B	20-A	21-B	22-E	23
24	25-A	26-B	27-A	28-B	29	30

School Days/Días Escolares: 15

4/1 – Report Cards Published/Calificaciones Publicadas
 4/4-4/8 – No School/No Hay Clases (Spring Break)
 4/22 – NWEA Testing (Spring)/Exámenes NWEA
 4/29 – No School/No Hay Clases (Teacher Day)

MAY/MAYO 2022

S	M	T	W	T	F	S
1	2-A	3-B	4-A	5-B	6-C	7
8	9-A	10-B	11-A	12-B	13-C	14
15	16-A	17-B	18-A	19-B	20-C	21
22	23-A	24-B	25-A	26-B	27-C	28
29	30	31-E				

School Days/Días Escolares: 21

5/30 – No School/No Hay Clases (Memorial Day)
 5/31 – Final Exams/Exámenes

JUNE/JUNIO 2022

S	M	T	W	T	F	S
			1-E	2-E	3-S	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1*	

School Days/Días Escolares: 3

6/1-6/3 – Final Exams/Exámenes (Semester 2 Ends)
 6/3 – Last Day of School/Ultimo Día de Clases
 6/10 – Report Cards Published/Calificaciones Publicadas
 6/13-*July 1 – Summer School/Escuela de Verano



AMPS Oakland Charter Academy

2021-2022
Calendar/Calendario

4215 Foothill Blvd. Oakland, CA 94601

510-532-6751

oca.amethodschools.org

AUGUST/AGOSTO 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

8/16/2021 – First Day of School

8/27/2021 – No School

	No School/No escuela
	Last and First Days/ultimo y primer dias
	Progress Report&Report Card/Cartilla de Calificaciones
	Minimum Days/Dias Minimos

SEPTEMBER/SEPTIEMBRE 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

9/3/2021 – Back to School Night

9/6/2021 – No School (Labor Day Holiday)

OCTOBER/OCTUBRE 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

10/11/2021 – No School (Indigenous People's Day Holiday)

10/15/21 – Report Cards

10/18 – 10/22/2021 – Parent Teacher Conference-Minimum Days

10/25/2021 – No School (Teacher PD Day)

NOVEMBER/NOVIEMBRE 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

11/11/2021 – No School (Veteran's Day Holiday)

11/22-11/26/2021 - Fall Break

DECEMBER/DICIEMBRE 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

12/20-12/31/2021 – No School (Winter Break)



AMPS Oakland Charter Academy

2021-2022
Calendar/Calendario

4215 Foothill Blvd. Oakland, CA 94601

510-532-6751

oca.amethodschools.org

JANUARY/ENERO 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1/07/2022 – Report Cards

1/17/2022 – No School (MLK Holiday)

1/21/2022 – 100 Days of School

FEBRUARY/FEBRERO 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

2/18/2022 – No School (Teachers Professional Development)

2/21/2022 – No School (President's Day)

MARCH/MARZO 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

3/11/2022 – No School (Teacher PD)

3/14/2022 – No School (Teachers' Day)

3/17/2022 – Report Cards

APRIL/ABRIL 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4/4-4/8/2022 – No School (Spring Break)

MAY/MAYO 2022						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

5/27/2022 – Last Day of School

5/30/2022 – Memorial Day

JUNE/JUNIO 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		



AMPS Downtown Charter Academy Calendar/Calendario

2000 Dennison St. Oakland, CA 94606

510-535-1580

dca.amethodschools.org

AUGUST/AGOSTO 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

8/16/2021 – First Day of School

8/27/2021 – No School

	No School/No escuela
	Last and First Days/ultimo y primer dias
	Progress Report&Report Card/Cartilla de Calificaciones
	Minimum Days/Dias Minimos

SEPTEMBER/SEPTIEMBRE 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

9/3/2021 – Back to School Night

9/6/2021 – No School (Labor Day Holiday)

OCTOBER/OCTUBRE 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24 31	25	26	27	28	29	30

10/11/2021 – No School (Indigenous People's Day Holiday)

10/15/2021 – Report card

10/18 – 10/22/21 – Parent Teacher Conference – Minimum days

10/25/2021 – No School (Teacher PD Day)

NOVEMBER/NOVIEMBRE 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

11/11/2021 – No School (Veteran's Day Holiday)

11/22-11/26/2021 - Fall Break

DECEMBER/DICIEMBRE 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

12/20-12/31/2021 – No School (Winter Break)



AMPS Downtown Charter Academy Calendar/Calendario

2000 Dennison St. Oakland, CA 94606

510-535-1580

dca.amethodschools.org

2021-2022

JANUARY/ENERO 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1/07/2022 – Report Cards

1/17/2022 – No School (MLK Holiday)

1/24/2022 – 100 Days of school

FEBRUARY/FEBRERO 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

2/18/2022 – No School (Teachers Professional Development)

2/21/2022 – No School (President's Day)

MARCH/MARZO 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

3/11/2022 – No School (Teacher PD)

3/14/2022 – No School (Teachers' Day)

3/17/2022 – Report Cards

APRIL/ABRIL 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4/4-4/8/2022 – No School (Spring Break)

MAY/MAYO 2022						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

5/27/2022 – Last Day of School

5/30/2022 – No school (Memorial Day)

JUNE/JUNIO 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		



AMPS Benito Juarez Elementary

2021-2022
Calendar/Calendario

1450 Marina Way South, Richmond, CA 94804 510-215-7009 bje.amethodschools.org

AUGUST/AGOSTO 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

8/16/2021 – First Day of School

8/27/2021 – No School

	No School/No escuela
	Last and First Days/Ultimo o primer dia
	Progress Report&Report Card/Cartilla de Calificaciones
	Minimum Days/Dias Minimos

SEPTEMBER/SEPTIEMBRE 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

9/6/2021 – No School (Labor Day Holiday)

9/14/2021 – Back to School Night

OCTOBER/OCTUBRE 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

10/11/2021 – No School (Indigenous People's Day Holiday)

10/19-10/22/2021 – Parent teacher Conference – Minimum Days

10/29/2021 – Report Cards

NOVEMBER/NOVIEMBRE 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

11/11/2021 – No School (Veteran's Day Holiday)

11/22-11/26/2021 - Fall Break

DECEMBER/DICIEMBRE 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

12/20-12/31/2021 – No School (Winter Break)



AMPS Benito Juarez Elementary

2021-2022
Calendar/Calendario

1450 Marina Way South, Richmond, CA 94804 510-215-7009 bje.amethodschools.org

JANUARY/ENERO 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1/17/2022 – No School (MLK Holiday)

1/21/2022 – Report Card

1/28/2022 – 100th Days of School

FEBRUARY/FEBRERO 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

2/21/2022 – No School (President's Day)

2/18/2022 – No School (Teachers Professional)

MARCH/MARZO 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

3/11/2022 – No School (Teacher PD)

3/22-3/24/2022 – Parent Teacher Conference-Minimum Days

APRIL/ABRIL 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4/1/2021 – Report Cards

4/4-4/8/2022 – No School (Spring Break)

4/16/2022 – Progress Report (TBD)

MAY/MAYO 2022						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

5/30/2022 – No school (Memorial Day)

JUNE/JUNIO 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

6/3/2022 – Last Day of School

6/10/2022 – Report Cards Mailed



AMPS Richmond Charter Academy

2021-2022
Calendar/Calendario

1450 Marina Way South, Richmond, CA 94804 510-235-2465

rca.amethodschools.org

AUGUST/AGOSTO 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

8/16/2021 – First Day of School
8/27/2021 – No School

	No School/No escuela
	Last and First Days/ultimo y primer dias
	Progress Report&Report Card/Cartilla de Calificaciones
	Minimum Days/Dias Minimos

SEPTEMBER/SEPTIEMBRE 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

9/6/2021 – No School (Labor Day Holiday)
9/14/2021 – Back to School Night

OCTOBER/OCTUBRE 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

10/11/2021 – No School (Indigenous People's Day Holiday)
10/18-10/22/2021 – Parent Teacher Conference-Minimum Days
10/29/2021 – Progress Report

NOVEMBER/NOVIEMBRE 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

11/11/2021 – No School (Veteran's Day Holiday)
11/22-11/26/2021 - Fall Break

DECEMBER/DICIEMBRE 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

12/20-12/31/2021 – No School (Winter Break)



AMPS Richmond Charter Academy

2021-2022
Calendar/Calendario

1450 Marina Way South, Richmond, CA 94804 510-235-2465

rca.amethodschools.org

JANUARY/ENERO 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1/13/2022 – End of 1st Semester (TBD)

1/17/2022 – No School (MLK Holiday)

1/21/2022 – Report Card (TBD)

FEBRUARY/FEBRERO 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

2/18/2022 – No School (Teachers Professional Development)

2/21/2022 – No School (President's Day)

MARCH/MARZO 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

3/11/2022 – No School (Teacher PD)

3/21-3/24/2022 – Parent Teacher Conferences/Minimum Day (TBD)

APRIL/ABRIL 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4/1/2022 – Report Cards

4/4-4/8/2022 – No School (Spring Break)

4/16/2022 – Progress Report (TBD)

MAY/MAYO 2022						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

5/30/2022 – No school (Memorial Day)

JUNE/JUNIO 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

6/3/2022 – End of 2nd Semester (Last Day of School)

6/10/2022 – Report Cards

Coversheet

Approval of Amended Attendance Policy

Section:	III. Consent Agenda
Item:	C. Approval of Amended Attendance Policy
Purpose:	Vote
Submitted by:	
Related Material:	21 03 08 DRAFT Attendance Policy (YMC redline).docx

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Board Policy #: [INSERT]

Adopted/Ratified: 2005

Revision Date: [INSERT]

CLASSROOM BASED ATTENDANCE POLICY

Consistent school attendance is critical to the school's success. Being present for classroom instructional time is essential for students to reach their goals and achieve their dreams. Chronic absenteeism has been linked to an increased likelihood of poor academic performance, disengagement from school and further behavioral problems. It is the intent of the Board of Directors ("Board") of Amethod Public Schools ("AMPS" or "Charter School") to ensure that students attend school every day and on time. The policy permits students to be excused from school for justifiable reasons such as illness, doctor's appointment, family emergency, and attendance at religious retreats.

Definitions

- *"Tardy"*: [SCHOOL ABBREVIATION] starts at [INSERT TIME]. Students shall be classified as tardy if the student arrives after that time.
- *"Unexcused Absence"*: A student shall have an unexcused absence if the student is absent or is tardy for more than thirty (30) minutes without a valid excuse.
- *"Truant"*: A student shall be classified as a truant if the student is absent from school without a valid excuse three (3) full days in one school year, or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on three (3) occasions in one school year, or any combination thereof. Any student who has once been reported as a truant and who is again absent from school without valid excuse one or more days or tardy on one or more days, shall again be deemed a truant. Such students shall be reported to the Executive Director or designee.
- *"Habitual Truant"*: A student shall be classified as a habitual truant if the student is reported for truancy three (3) or more times within the same school year. This generally occurs when the student is absent from school without a valid excuse for five (5) full days in one school year or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on five (5) occasions in one school year, or any combination thereof.

Commented [MB1]: These definitions mirror the Education Code. We advise using these definitions as it makes it easier to work with the local County Office of Education and/or the local D.A. to attempt to combat truancy problems.

Commented [MB2]: Please ensure that this aligns with the title of your preferred admin.

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- “Chronic Truant”: Students shall be classified as a chronic truant if the student is absent from school without a valid excuse for ten (10) percent or more of the school days in one school year, from the date of enrollment to the current date.
- “School Attendance Review Team (“SART”): The SART panel will be composed of INSERT ADMINISTRATORS AND/OR OTHER CERTIFICATED PERSONNEL WHO WILL BE ON THE SART PANEL]. The SART panel will discuss the absence problem with the student’s parent/guardian to work on solutions, develop strategies, discuss appropriate support services for the student and student’s family, and establish a plan to resolve the attendance issue.
 1. The SART panel shall direct the parent/guardian that no further unexcused absences or tardies can be tolerated.
 2. The parent/guardian shall be required to sign a contract formalizing the agreement by the parent/guardian to improve the child’s attendance or face additional administrative action. The contract will identify the corrective actions required in the future, and indicate that the SART panel shall have the authority to order one or more of the following consequences for non-compliance with the terms of the contract:
 - a. Parent/guardian to attend school with the child for one day
 - b. Student retention
 - c. After school detention program
 - d. Required school counseling
 - e. Loss of field trip privileges
 - f. Loss of school store privileges
 - g. Loss of school event privileges
 - h. Mandatory Saturday school
 - i. Required remediation plan as set by the SART
 - j. Notification to the County District Attorney
 3. The SART panel may discuss other school placement options.
 4. Notice of action recommended by the SART will be provided in writing to the parent/guardian.

Commented [MB3]: SART is a panel organized by the charter school pursuant to this policy. It is not something provided for in the law. School Districts or County Offices of Education utilize a School Attendance Review Board (SARB) that is defined within the Education Code. Charter schools may also (or instead) wish to consider contacting their local County Office of Education to determine whether participation in the COE’s SARB process is an option, but usually it is not an option. If so, this policy can be updated with the appropriate information.

Commented [MB4]: Please note that charter schools are NOT permitted to collect ADA for Saturday school.

Commented [MB5]: Please note that per AB 1360, notice and an opportunity for a hearing are required before a student can be involuntarily removed. We provide more information about this in the “Involuntary Removal” section below.

Also, even if the School follows all legally required procedures to remove a child due to truancy or other reasons, please keep in mind that such removals may be unlawful for other reasons. For example, students receiving special education services under the IDEA or Section 504 cannot be removed unless a manifestation determination meeting is held by the IEP or 504 team in accordance with applicable law. Please let us know if you have any questions.

Excused Absences for Classroom Based Attendance

Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as permitted by law or Board policy.

A student's absence shall be excused for the following reasons:

1. Personal illness;

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2. Quarantine under the direction of a county or city health officer;
3. Medical, dental, optometric, or chiropractic appointments;
 - a. Students in grades 7-12, inclusive, may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.
- 3.4. Attendance at funeral services for a member of the immediate family:
 - a. Excused absence in this instance shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state.
 - b. "Immediate family" shall be defined as mother, father, grandmother, grandfather, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister or any relative living in the student's immediate household.
- 4.5. Participation in religious instruction or exercises in accordance with Board policy:
 - a. The student shall be excused for this purpose on no more than four school days per month.
6. For the purposes of jury duty in the manner provided for by law.
7. Due to the illness or medical appointment during school hours of a child of whom the student is the custodial parent, including absences to care for a sick child. (The school does not require a note from the doctor for this excusal).
8. To permit the student to spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the Charter School.
9. For the purpose of serving as a member of a precinct board for an election pursuant to Election Code section 12302.
10. Attendance at the student's naturalization ceremony to become a United States citizen.
11. Authorized parental leave for a pregnant or parenting student for up to eight (8) weeks, which may be extended if deemed medically necessary by the student's physician.
12. Authorized at the discretion of the Executive Director or designee, based on the facts of the student's circumstances, are deemed to constitute a valid excuse.
13. A student who holds a work permit to work for a period of not more than five (5) consecutive days in the entertainment or allied industries shall be excused from school during the period that the student is working

Commented [MB6]: Pursuant to EC §46010.1, the governing board of each school district shall, each academic year, notify pupils in grades 7 to 12, inclusive, and the parents or guardians of all pupils enrolled in the district, that school authorities **may excuse any pupil from the school for the purpose of obtaining confidential medical services without the consent of the pupil's parent or guardian.** This also mirrors Family Code §6924 and Health and Safety Code §124260, which allows for minors to unilaterally consent to medical treatment under certain circumstances.

While this provision applies to school districts, we recommend the charter school consider adopting it as a best practice to protect the health, safety, and confidentiality of students.

Commented [MB7]: Per Ed. Code Section 46015 (added by AB 2289 eff. 01/01/19). This law permits students who are pregnant or parenting to take 8 weeks of parental leave, which can be extended if medically necessary. Thus, we have included this section to comply with the law. If you have any specific questions about parental leave or supporting parent/pregnant students, please let us know.

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in the entertainment or allied industry for a maximum of up to five (5) absences per school year subject to the requirements of Education Code section 48225.5.

14. In order to participate with a not-for-profit performing arts organization in a performance for a public-school student audience for a maximum of up to five (5) days per school year provided the student's parent or guardian provides a written note to the school authorities explaining the reason for the student's absence.

5.15. For the following justifiable personal reasons for a maximum of five (5) school days per school year, upon advance written request by the student's parent or guardian and approval by the Executive Director or designee pursuant to uniform standards. In addition, a student's absence shall be excused for justifiable personal reasons such as:

- a. Appearance in court;
- b. ~~Attendance at a funeral;~~
- e.b. Observation of a holiday or ceremony of his/her religion;
- c. Attendance at religious retreats for no more than four hours during a semester.
- d. Attendance at an employment conference.
- d.e. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization.

Commented [M88]: This timeframe may be adjusted in this policy per the School's program, but the approvals of these absences and the timeframes for these absences need to be based on a uniform standard.

Method of Verification

When a student has not arrived by 9:00 a.m., and no contact from a parent has been received, a school representative will attempt to contact parent/guardian. To have an absence excused, a parent/guardian must call or send a signed note stating the reason for the absence upon the student's return to school. ~~A doctor's note is recommended for extended absences due to medical reasons.~~

~~Three (3) or more consecutive absences due to medical reasons, the school may require a note from a physician.~~ If appropriate notification has not been received within two (2) days of student's return to school, the absence may be considered an unexcused absence. Parents whose work schedule prevents them from contacting the school during the normal school hours are strongly urged to send a note with the student, leave a message after hours, or email the school with an urgent message. When students who have been absent return to school, they must present a satisfactory explanation verifying the reason for the absence.

The following methods may be used to verify student absences:

1. Written note from parent/guardian, parent representative;
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:
 - a) Name of student;

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- b) Name of parent/guardian or parent representative;
 - c) Name of verifying employee;
 - d) Date or dates of absence; and
 - e) Reason for absence.
3. Visit to the student's home by the verifying employee or designee, or any other reasonable method, which establishes the fact that the student was absent for the reasons stated. A written recording shall be made, including information outlined above.
4. Healthcare provider verification
- a. When excusing students for confidential medical services or verifying such appointments, School staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.
 - b. A healthcare provider's note of illness will be accepted for any reported absence. When a student has had 3 or more consecutive ~~14~~ absences in the school year for illness verified by methods listed in #1-#3 above without a healthcare provider's note, any further absences for illness must be verified by a healthcare provider.

***Insofar as class participation is an integral part of students' learning experiences, parents/guardians and students shall be encouraged to schedule medical appointments during non-school hours, and, whenever possible, to encourage students to return to school after a non-emergency appointment.*

Students ~~in grades K-8~~ should not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency or for students in grades 7-12, inclusive, who may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian. Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to administrative regulations and law.

Unexcused Absences/Tuancy for Classroom Based Attendance

~~Students shall be classified as truant if absent from school without a valid excuse three full days in one school year or tardy or absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof. Such students shall be reported to the Director or designee. The Executive Director, or designee, shall implement positive steps to reduce truancy, including working with the family in an attempt to resolve the attendance problem. A student's progress and learning may be affected by excessive unexcused absences. In addition, the Charter School is fiscally dependent on student attendance and is negatively impacted by excessive unexcused absences. If all attempts to resolve the student's attendance problem are unsuccessful, the Charter School will implement the processes described below.~~

Commented [M89]: While this is not required language for charter schools and you are not obligated to adopt a truancy policy, we strongly encourage a written policy on procedures the charter school will follow for truant students. Having a record of both absences and methods/frequency of intervention to remedy the truancy will be important if the charter school decides to involuntarily remove the student for attendance purposes. This documentation will allow the charter school to support its potential decision to remove the student should a parent of authorizing district contest the decision, and also track how thorough and effective certain methods of intervention are. Please let us know if you would like any assistance drafting any form letters described herein.

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Process for Addressing Truancy

1. Each of the first two (2) unexcused absences or unexcused tardies over 30 minutes will result in a call home to the parent/guardian by the Executive Director or designee. The student's classroom teacher may also call home.
2. Each of the third (3rd) and fourth (4th) unexcused absences or unexcused tardies over 30 minutes will result in a call home to the parent/guardian by the Executive Director or designee. In addition, the student's classroom teacher may also call home and/or the Charter School may send the parent an e-mail notification. In addition, upon reaching three (3) unexcused absences or unexcused tardies over 30 minutes in a school year, the parent/guardian will receive "Truancy Letter #1 – Truancy Classification Notice" from the Charter School notifying the parent/guardian of the student's "Truant" status. This letter must be signed by the parent/guardian and returned to the Charter School. This letter shall also be accompanied by a copy of this Attendance Policy. This letter, and all subsequent letter(s) sent home, shall be sent by Certified Mail, return receipt requested, or some other form of mail that can be tracked. This letter shall be re-sent after a fourth (4th) unexcused absence.
3. Upon reaching five (5) unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive "Truancy Letter #2 – Habitual Truant Classification Notice and Conference Request," notifying the parent/guardian of the student's "Habitual Truant" status and a parent/guardian conference will be scheduled to review the student's records and develop an intervention plan/contract. In addition, the Charter School will consult with a school counselor regarding the appropriateness of a home visitation and/or case management.
4. Upon reaching six (6) unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive a "Truancy Letter #3 – Referral to SART Meeting" and the student will be referred to a Student Success Team (SST) and the SART.
5. If the conditions of the SART contract are not met, the student may incur additional administrative action up to and including disenrollment from the Charter School, consistent with the Involuntary Removal Process described below. If the student is disenrolled after the Involuntary Removal Process has been followed, notification will be sent within thirty (30) days to the student's last known school district of residence.
6. For all communications set forth in this process, the Charter School will use the contact information provided by the parent/guardian in the registration packet. It is the parent's or guardian's responsibility to update the Charter School with any new contact information.
7. If a student is absent ten (10) or more consecutive school days without valid excuse and the student's parent/guardian cannot be reached at the number or address provided in the registration packet and does not otherwise respond to the Charter School's communication attempts, as set forth above, the student will be

Commented [MB10]: We can provide you with sample letters for all of the notifications in green. Please let us know if you would like any draft letters.

Commented [MB11]: You may revise the process below. However, a procedure for addressing truancy is strongly recommended, as a means of getting all staff on the same page and having clear expectations for how to manage absences.

Commented [MB12]: We recommend these letters be sent via certified mail, return receipt requested so that you can track that parents actually received the letters.

Commented [MB13]: This language should be modified or removed, consistent with available resources at the charter school

Commented [MB14]: At the sixth unexcused absence or tardy (which is the equivalent to the 4th truancy), the School might seek the assistance of the District Attorney. This is written in alignment with Education Code Section 48264.5

Commented [MB15]: See section below on involuntary removal.

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in violation of the SART contract, and the SART panel will recommend that the student be disenrolled in compliance with the Involuntary Removal Process described below. The Involuntary Removal Process can be started immediately upon the Charter School receiving documentation of the student's enrollment and attendance at another public or private school (i.e., a CALPADS report).

Commented [MB16]: a parent or the authorizing agency may take issue with this language. We generally advise that so long as the parent is non-responsive, the charter school has an obligation to disenroll the student and notify the district of residence.

However, for absences from a charter school, there is no express legal timeline authorizing a charter school disenroll. Thus, the 10 school day limitation may be subject to challenge. We believe adopting this policy language, however, sufficiently protects the charter school, particularly because it requires the school to make regular contact with the parent.

~~EC Section 48260 (a): Any pupil subject to compulsory full-time education or compulsory continuation education who is absent from school without a valid excuse three full days or tardy or absent more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof, is a truant and shall be reported to the attendance supervisor or the superintendent of the school district.~~

The EC Section regarding notification reads as follows:

~~EC Section 48260.5: Upon a pupil's initial classification as a truant, the school district shall notify the pupil's parent or guardian, by first-class mail or other reasonable means, of the following:~~

- ~~(a) That the pupil is a truant.~~
- ~~(b) That the parent or guardian is obligated to compel the attendance of the pupil at school.~~
- ~~(c) That parents or guardians who fail to meet this obligation may be guilty of an infraction and subject to prosecution pursuant to Article 6 (commencing with Section 48290) of Chapter 2 of Part 27.~~
- ~~(d) That alternative educational programs are available in the district.~~
- ~~(e) That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the pupil's truancy.~~
- ~~(f) That the pupil may be subject to prosecution under Section 48264.~~
- ~~(g) That the pupil may be subject to suspension, restriction, or delay of the pupil's driving privilege pursuant to Section 13202.7 of the Vehicle Code.~~
- ~~(h) That it is recommended the parent or guardian accompany the pupil to school and attend classes with the pupil for one day.~~

~~(a) In accordance with California Charter Law EC, Section 47610: Charter school is exempt from laws governing school districts; except for EC 47611 or 41365.~~

AMPS (Interventions)

~~When a student is an habitual truant, or is irregular in attendance at school, or is habitually insubordinate or disorderly during school, the school will notify the parent or guardian of the excessive absences by phone call, first-class mail or other reasonable means, and the notification will include specific information related to the~~

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student's unexcused absences.

The student may be referred to a school attendance review board (SARB) or to the county probation department pursuant to *EC* Section 48263. The student may also be referred to a probation officer or district attorney mediation program pursuant to *EC* Section 48263.5. In accordance with AMPS policy, parents/guardians will be contacted and/or truant students may be assigned a special individualized program to make up absences. If a student and/or parents do not comply with the assigned Intervention program, then the student may be retained or demoted a grade (when coupled with low grades) in accordance with AMPS policies stated in the school contract.

The intent of these laws and policies is to provide intensive guidance to meet the unique needs of students with school attendance problems pursuant to *EC* Section 48320. These interventions are designed to divert students with serious attendance and behavioral problems from the juvenile justice system and to reduce the number of students who drop out of school.

Process for Students Who Are Not in Attendance at the Beginning of the School Year

FIRST DAY OF SCHOOL POLICY

Students, who are not in attendance due to an unexcused absence by the third day of school without notification, will be un-enrolled from the school roster, as it will be assumed that the student has chosen another school option. The School will attempt to reach the Parent/Guardian on a daily basis for each of the first three days to determine whether the student has an excused absence. If the student has a basis for an excused absence, parents must notify the school of the absence and provide documentation.

When a student is not in attendance on the first five (5) days of the school year, the Charter School will attempt to reach the student's parent/guardian on a daily basis for each of the first five (5) days to determine whether the student has an excused absence, consistent with the process outlined in this policy. If the student has a basis for an excused absence, the student's parent/guardian must notify the Charter School of the absence and provide documentation consistent with this policy. However, consistent with process below, students who are not in attendance due to an unexcused absence by the fifth (5th) day of the school year will be disenrolled from the Charter School roster after following the Involuntary Removal Process described below, as it will be assumed that the student has chosen another school option.

1. Students who are not in attendance on the first (1st) day of the school year will be contacted by phone to ensure their intent to enroll in the Charter School.
2. Students who have indicated their intent to enroll but have not attended by the third (3rd) day of the school year and do not have an excused absence will receive a letter indicating the student's risk of disenrollment.

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3. Students who have indicated their intent to enroll but have not attended by the fifth (5th) day of the school year and do not have an excused absence will receive a phone call reiterating the content of the letter.
4. Students who are not in attendance by the sixth (6th) day of the school year and do not have an excused absence will receive an **Involuntary Removal Notice** and the **CDE Enrollment Complaint Notice and Form**. The Charter School will follow the Involuntary Removal Process described below, which includes an additional **five (5) schooldays** for the parent/guardian to respond to the Charter School and request a hearing before disenrollment.
5. The Involuntary Removal Process can be started immediately upon the Charter School receiving documentation of the student's enrollment and attendance at another public or private school (i.e., a CALPADS report).
6. The Charter School will use the contact information provided by the parent/guardian in the registration packet.
7. Within thirty (30) calendar days of disenrollment, the Charter School will send the student's last known school district of residence **a letter** notifying it of the student's failure to attend the Charter School.

Involuntary Removal Process

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of the Charter School's intent to remove the student ("Involuntary Removal Notice"). The Involuntary Removal Notice must be provided to the parent or guardian no less than **five (5) schooldays** before the effective date of the proposed disenrollment date.

The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include:

1. The charges against the student
2. An explanation of the student's basic rights including the right to request a hearing before the effective date of the action
3. The CDE Enrollment Complaint Notice and Form

The hearing shall be consistent with the Charter School's expulsion procedures. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School's

Commented [MB17]: Pursuant to EC § 47605(e)(4)(D), this CDE Notice and Form is to be provided to a student's Parent/Guardian prior to the disenrollment of a student. As such, we also suggest including the CDE Notice and Form along with this letter.

This form can be located at:
<https://www.cde.ca.gov/sp/ch/cscomplaint.asp>

Commented [MB18]: Please note that based on this timeline, the School can not remove a student until a min. of 11 school days into the school year (6 days of no attendance and 5 days to respond to the involuntary removal letter).

Commented [MB19]: Please note that the school must wait 5 school days after sending this letter to remove a student.

Commented [MB20]: Per AB 1360 (EC 47605(b)(5)(J)): a student cannot be involuntarily removed without following the procedures available under this subdivision of the statute. It is unclear whether that means the Charter School must follow its expulsion hearing procedures OR provide a hearing as outlined in the statute. Thus, the Charter School could consider utilizing slightly different hearing procedures, so long as the following criteria are met:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

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suspension and expulsion policy.

Upon a parent's or guardian's request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder and shall include a copy of the Charter School's expulsion hearing process.

Commented [MB21]: These are not requirements under AB 1360, but we advise taking these steps to provide due process to the student. Therefore, the charter school will need to ensure documents are translated and include a copy of the expulsion hearing procedures.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing, the student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known school district of residence within thirty (30) calendar days.

A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or re-occur.

These policies will be enforced fairly, uniformly, and consistently without regard to any protected classification, including but not limited to race, ethnicity, national origin, gender, disability, or sexual orientation.

Referral to Appropriate Agencies or County District Attorney

It is the Charter School's intent to identify and remove all barriers to the student's success, and the Charter School will explore every possible option to address student attendance issues with the family. For any unexcused absence, the Charter School may refer the family to appropriate school-based and/or social service agencies.

Commented [MB22]: While this is not legally required, the charter school is encouraged to provide such references if they are available.

If a student's attendance does not improve after a SART contract has been developed according to the procedures above, or if the parents/guardians fail to attend a required SART meeting, the Charter School shall notify the County District Attorney's office, which then may refer the matter for prosecution through the court system. Students twelve (12) years of age and older may be referred to the juvenile court for adjudication.

Non-Discrimination

These policies will be enforced fairly, uniformly, and consistently without regard to the characteristics listed in Education Code section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate

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crimes set forth in Penal Code section 422.55, including immigration status, pregnancy, or association with an individual who has any of the aforementioned characteristics).

Reports

The **Executive Director**, or designee, shall gather and report to the Board the number of absences both excused and unexcused as well as students who are truant, and the steps taken to remedy the problem.

Commented [MB23]: We recommend specifying the interim at which these reports will be required (i.e. quarterly, annually, etc.).

Penalties (Student)

The law provides schools and school districts with discretion regarding student penalties for truancy as long as they are consistent with state law.

The AMPS policies regarding penalties for students who are truant reads as follows:

In accordance with EC Section 48264.5 AMPS may pursue or refer the following infractions within the stated Education Code:

(a) Student to attend makeup classes conducted on one day of a weekend pursuant to subdivision (c) of Section 37223

(b) The pupil may be personally given a written warning by any peace officer specified in Section 830.1 of the Penal Code. A record of written warning may be kept at the school for a period of not less than two years, or until the pupil graduates or transfers from that school. If the pupil transfers, the record may be forwarded to any school receiving the pupil's school records. A record of the written warning may be maintained by the law enforcement agency in accordance with that law enforcement agency's policies and procedures.

(c) The pupil may be assigned by the OCA Administration to an after school and/or weekend study program located within the same county as the pupil's school and/or an "off school calendar" tutoring sessions. If the pupil fails to successfully complete the assigned study program, the pupil shall be subject to any/all OCA Policies and or legal remedies described by the state law.

Penalties (Parent)

Penalties against parents apply when any parent, guardian, or other person having control or charge of any student fails to compel the student to attend school. The penalties against parents in EC Section 48293 (a) become

AMPS

HONOR HARD WORK

progressively more severe with a second and third conviction. The *EC* Section regarding penalties for parents of a truant reads as follows:

EC Section 48293 (a): Any parent, guardian, or other person having control or charge of any pupil who fails to comply with this chapter, unless excused or exempted there from, is guilty of an infraction and shall be punished as follows:

- (1) Upon a first conviction, by a fine of not more than one hundred dollars (\$100).*
- (2) Upon a second conviction, by a fine of not more than two hundred fifty dollars (\$250).*
- (3) Upon a third or subsequent conviction, if the person has willfully refused to comply with this section, by a fine of not more than five hundred dollars (\$500). In lieu of the fines prescribed in paragraphs (1), (2), and (3), the court may order the person to be placed in a parent education and counseling program.*

EC Section 48293 (b): A judgment that a person convicted of an infraction be punished as prescribed in subdivision (a) may also provide for the payment of the fine within a specified time or in specified installments, or for participation in the program. A judgment granting a defendant time to pay the fine or prescribing the days of attendance in a program shall order that if the any installment thereof, on the date it is due, he or she shall appear in court on that date for further proceedings. Willful violation of this order is punishable as contempt.

EC Section 48293 (c): The court may also order that the person convicted of the violation of subdivision (a) immediately enroll or reenroll the pupil in the appropriate school or educational program and provide proof of enrollment to the court. Willful violation of an order under this subdivision is punishable as civil contempt with a fine of up to one thousand dollars (\$1,000). An order of contempt under this subdivision shall not include imprisonment.

Attendance is a major component of student success and is mandatory according to state law. AMPS may choose to remedy truant students by enforcing the applicable laws listed above and any other remedies within the law and AMPS policies.

Coversheet

Approval of Amended Distance Learning Policy

Section:	III. Consent Agenda
Item:	D. Approval of Amended Distance Learning Policy
Purpose:	Vote
Submitted by:	
Related Material:	21 03 08 DRAFT Distance Learning Policy (YMC sample).docx

Board Policy #: [INSERT]
 Adopted/Ratified: [INSERT], 2020
 Revision Date: [INSERT]

[INSERT CHARTER SCHOOL LETTERHEAD]

DISTANCE LEARNING POLICY AND PROCEDURES

This Policy sets forth the expectations of students and parents/guardians while students are engaging in distance learning at Amethod Public Schools (“AMPS” or the “School”) during the coronavirus (COVID-19) pandemic. This Policy shall supersede any conflicting language in existing School policies or handbooks until the Board determines that the need for this policy no longer exists. The Board acknowledges that, due to the evolving nature of the pandemic, federal, state, and local orders impacting School operations are subject to change without notice. In the event that any federal, state, or local order may conflict with this policy, the applicable order shall be controlling.

Distance learning is not the same as independent study. A complete copy of the School’s Independent Study Policy can be located on the School’s website or be provided by request to [INSERT EMAIL FOR REQUESTS]

I. DEFINITIONS AND MINIMUM REQUIREMENTS OF DISTANCE LEARNING

“*Distance learning*” means instruction in which the student and instructor are in different locations and students are under the general supervision of a certificated employee of AMPS. Distance learning may include, but is not limited to, all of the following:

1. Interaction, instruction, and check-ins between teachers and students through the use of a computer or communications technology.
2. Video or audio instruction in which the primary mode of communication between the student and certificated employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.
3. The use of print materials incorporating assignments that are the subject of written or oral feedback.

“*In-person instruction*” means instruction under the immediate physical supervision and control of a certificated employee of the School while engaged in educational activities required of the student.

Distance learning must include all of the following:

1. Confirmation or provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work.
2. Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

Commented [MB1]: This policy is skeletal and is meant as a starting point for you to tailor and align to your School’s plan for distance learning. Throughout, we have provided comments as to the minimum requirements for distance learning to guide you to tailor in a way that aligns with the law. However, to ensure legal compliance we would recommend that you seek legal review of the final document to ensure that in tailoring, your plan continues to meet minimum requirements. Additionally, checking your distance learning plan with your auditor can also give additional assurance that the plan you have adopted will not lead to any audit exceptions or concerns.

Commented [MB2]: Once this Policy is reviewed and approved by the Board, we recommend including the adoption date within the header, above. When this Policy is reviewed and revised thereafter, we recommend including a revision date to assist with version control. Lastly, we recommend assigning a number to this Board Policy (example: Board Policy (BP) 23, Student Policy (SP) 14, etc.).

This Policy is within our recommended format, which you may choose to adopt. If not, please ensure that the formatting is changed to align with your existing board policies.

Board Policy #: [INSERT]
 Adopted/Ratified: [INSERT], 2020
 Revision Date: [INSERT]

3. Academic and other supports designed to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with exceptional needs, students in foster care or experiencing homelessness, and students requiring mental health supports.
4. Special education, related services, and any other services required by a student's individualized education program, with accommodations necessary to ensure that individualized education program can be executed in a distance learning environment.
5. Designated and integrated instruction in English language development for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.
6. Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders.

Distance learning may be offered by the School under either of the following circumstances:

1. On a schoolwide level as a result of an order or guidance from a state or local public health officer; or
2. For students who are medically fragile or would be put at risk by in-person instruction, or who are self-quarantining because of exposure to COVID-19.

The determination of re-opening for in-person instruction shall be made in accordance with State and local county health department orders and guidance.

II. DISTANCE LEARNING PLAN AND SCHEDULES

Distance learning at AMPS will occur as follows:

[INSERT SUMMARY DESCRIPTION OF SCHOOL PLAN FOR DISTANCE LEARNING. WE HAVE DEVELOPED SOME WRITING PROMPTS HERE TO ASSIST YOU TO ALIGN WITH THE MINIMUM REQUIREMENTS OF DISTANCE LEARNING DESCRIBED IN SECTION 43503(b)]

The School has confirmed or provided access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work. Any student or family who is unable to participate due to a lack of connectivity or device should contact [INSERT EMAIL AND NAME AND TITLE] for assistance. All distance learning content shall be aligned to grade level standards and at the same level of quality and intellectual challenge substantially equivalent to in-person instruction,

Additional supports for students who are not performing at grade level shall be provided as follows: [SUMMARIZE ADDITIONAL SUPPORT RESOURCES]. Teachers will be encouraged

Commented [MB3]: Please note that "daily live interaction with certificated employees and peers is a required part of distance learning per Education Code Section 43503. As such 100% asynchronous instruction in a day would not meet the minimum requirements of distance learning under the law. However, no threshold for the amount of "daily live interaction" is established. Education Code Section 43503(b)(6) states that "If daily live interaction is not feasible as part of regular instruction, the governing board or body of the local educational agency shall develop, with parent and stakeholder input, an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness."

Commented [MB4]: SB 98 requires in-person instruction but allows for optional distance learning under these two enumerated circumstances as described in the Policy. SB 98 was adopted on 6/29/20. Later after seeing a rise of COVID cases, on July 17, 2020, the California Department of Health and the Governor released guidance that a school cannot provide in-person instruction until their County is off the monitoring list for at least 14 days. Then, more recently, we have the color coded system which allows county reopening in phases.

<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Documents%20Library/COVID-19/Schools%20Reopening%20Recommendations.pdf>

and

<https://files.covid19.ca.gov/pdf/guidance-schools.pdf>

Commented [MB5]: You have a lot of flexibility in creating a distance learning plan as long as it meets the minimum criteria of distance learning described above. Use the summary section to describe how the distance learning plan has been developed to align with each of the components above. We have provided some writing prompts, for you to tailor.

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 Adopted/Ratified: [INSERT], 2020
 Revision Date: [INSERT]

to refer students for additional support if they are not performing at grade levels or who need support in other areas, such as English Learners, students with exceptional needs, students in foster care, or experiencing homelessness, and students requiring mental health supports. Any student or family who is concerned that they require additional support should contact [INSERT EMAIL AND NAME AND TITLE] for assistance.

Special education and related services shall be provided as required by a student's individualized education program ("IEP") either in-person or through a live synchronous virtual connection. As applicable, accommodations, both in an IEP, or in a student's Section 504 Plan, shall be implemented during distance learning. Any student or family who has a concern with regard to the School's implementation of an IEP or a Section 504 Plan should contact [INSERT EMAIL AND NAME AND TITLE] for assistance.

English language development, including assessment of English language proficiency shall continue through distance learning as follows: [SUMMARIZE PLAN FOR ASSESSMENT AND ELD INSTRUCTION]. Any student or family who has a concern with regard to English language development curriculum or supports or assessment should contact [INSERT EMAIL AND NAME AND TITLE] for assistance.

Daily live interaction with certificated employees and peers shall occur for purposes of instruction, progress monitoring and maintaining school connectedness. This interaction shall occur as follows: [INSERT DETAILS – BY LAW, THIS INTERACTION MAY TAKE THE FORM OF INTERNET OR TELEPHONIC COMMUNICATION OR BY OTHER MEANS PERMISSIBLE UNDER PUBLIC HEALTH ORDERS]

The School must offer the following instructional minutes daily for a minimum of 175 days of instruction:

Grade Level	Daily Minutes of Instruction
Kindergarten	180
1-3	230
4-12	240

The model schedules, below, describe how these daily instructional minutes will be offered by the School.

100% Distance Learning Model Schedule

[INSERT DETAILS AS TO THE PLAN FOR INSTRUCTION WHILE THE SCHOOL REMAINS 100% DISTANCE LEARNING; INCLUDE A SCHEDULE FOR SYNCHRONOUS AND ASYNCHRONOUS INSTRUCTION FOR EACH DAY OF INSTRUCTION]

Combination of In-Person Instruction and Distance Learning Model Schedule

Commented [MB6]: Tailor as necessary to align with the School's plan for special education. As you are updating IEPs this year and into the future, Education Code Section 56345 now requires that the following be included in IEPs:

A description of the means by which the individualized education program will be provided under emergency conditions, as described in Section 46392, in which instruction or services, or both, cannot be provided to the student either at the school or in person for more than 10 school days. The description shall include all of the following:

- (i) Special education and related services.
- (ii) Supplementary aids and services.
- (iii) Transition services, as defined in Section 56345.1

Commented [MB7]: You can tailor this chart to eliminate grades that you do not serve. If you have 11th or 12th grade students who are enrolled in part time classes in CSU/UC for academic credit or for any student in community college for academic credit, then you can reduce those minutes to 180.

Commented [MB8]: Instructional minutes are tracked as follows. For in-person instruction, instructional minutes shall be based on time scheduled under the immediate physical supervision and control of an employee of the LEA who possesses a valid certification document. For distance learning, instructional time shall be based on the time value of assignments as determined and certified to, by an employee of the LEA who possesses a valid certification document. For a combined day of instruction, both can be combined to meet the minimum day of instruction. EC 43502(e)(1)-(3)

Board Policy #: [INSERT]
 Adopted/Ratified: [INSERT], 2020
 Revision Date: [INSERT]

[INSERT DETAILS AS TO THE PLAN FOR INSTRUCTION WHILE THE SCHOOL REMAINS A COMBINATION OF IN-PERSON INSTRUCTION AND DISTANCE LEARNING; INCLUDE A SCHEDULE FOR IN PERSON INSTRUCTION, SYNCHRONOUS AND ASYNCHRONOUS INSTRUCTION FOR EACH DAY OF INSTRUCTION]

III. COMPULSORY ATTENDANCE AND DOCUMENTATION

California's compulsory education laws continue to apply for all persons between the ages of 6 and 18 and not otherwise exempted under the law. **A student who does not participate daily in either in-person instruction or distance learning shall be deemed absent by the School** in violation of compulsory education laws. The School's attendance policy and procedures continue to apply. Daily participation in distance learning may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between School employees and students or parents or guardians.

The School has developed the following tiered reengagement strategies for students who are absent from distance learning for more than three (3) schooldays or sixty (60) percent of the instructional days in a school week:

- 1) Verification of current contact information for each enrolled student.
- 2) Daily notification to parents or guardians of absences;
- 3) Outreach from the School to determine student needs including connection with health and social services as necessary and when feasible, transitioning the student to full time in-person instruction.

The School shall document daily participation for each student on each school day, in whole or in part, for which distance learning is provided. The School shall track student daily participation in distance learning as follows:

For synchronous instruction, the School will require students to [INSERT] to demonstrate Student participation. For asynchronous instruction, the School will require students to [INSERT] to demonstrate Student participation.

The School shall ensure that a Weekly Engagement Record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.

IV. GRADING POLICY

The School will regularly communicate with parents and guardians regarding their child's academic progress.

[INSERT SUMMARY OF ANY CHANGES TO THE SCHOOL'S GRADING POLICY DURING DISTANCE LEARNING HERE]

Commented [MB9]: Consider linking your attendance policy here or indicating where it can be found and noting any places where your current process might be different.

Commented [MB10]: The list of procedures below are the minimum required by law. The law indicates that each School must develop tiered reengagement strategies for all students who are absent from distance learning for more than three schooldays or 60% of the instructional days in a school week. We would recommend that your strategies go beyond the legal minimum below, be tailored to the School, and aligned with existing attendance policies/procedures where possible.

Commented [MB11]: Tailor-- e.g. for synchronous instruction, it might be requiring that a teacher see the student on camera, for asynchronous, it might be requiring that the assignment is completed and turned in that day.

Commented [MB12]: The law requires the weekly engagement records, but the law does not provide any template or other specifics as to the format or the weekly engagement record or as to who is involved in the completion of the weekly engagement record. Please let us know if you would like a suggested starting point for this record.

Commented [MB13]: Use this section to describe how your grading will be the same or different during any time period in which the school is fully or partially distance learning.

Board Policy #: [INSERT]
 Adopted/Ratified: [INSERT], 2020
 Revision Date: [INSERT]

V. STUDENT AND PARENT/GUARDIAN EXPECTATIONS

1. **STUDENT SUPERVISION:** Students are under the immediate supervision and control of their parent/guardian or a responsible adult caregiver while the student is participating in distance learning. AMPS is not responsible for the immediate supervision or control of any student while the student is participating in distance learning.

A parent/guardian or a responsible adult caregiver shall attend one on one virtual meetings between AMPS instructors, employees, and/or contractors and the student, with the exception of confidential counseling services to the student.

Parents/guardians must provide the names of any adult caregiver other than the student's parent/guardian to the student's teachers before that individual may serve as the adult caregiver responsible for any interaction required by this Policy and/or sharing of student information. By providing the name of this individual or individuals parents/guardians are agreeing that AMPS may interact with them and share confidential student information with them as necessary to provide the student with the educational opportunities contemplated by this Policy.

2. **STUDENT WORK AREAS:** To the greatest extent possible, Student work areas should be conducive to learning, reasonably quiet, free of distractions and any material that violates the law or School policy, and capable of immediate supervision at all times by a parent/guardian or responsible adult caregiver.

- a. Students must have all materials and equipment (e.g., tablet/laptop, pencil, paper, etc.) ready for their use before the start of any scheduled distance learning. Contact the School for any necessary materials and equipment at [INSERT CONTACT INFORMATION].
- b. Please keep all pets, siblings not engaging in learning, cell phones or personal electronic devices and food away from the student work area.
- c. Students must promptly comply with any teacher request to mute or unmute their device microphone or remove an item, individual, or pet from their work area.
- d. It is recommended device cameras point away from a door, hallway, bathroom or other areas where other household members may be dressing and that all household members be made aware of when distance learning is occurring.

3. **STUDENT DRESS CODE:** Students, the parent/guardian, and/or responsible adult caregiver must be dressed in clothes that comply with the AMPS dress code at all times during distance learning and other virtual school-related activities that occur over video.

4. **STUDENT PREPARATION FOR LEARNING:** Students must be well rested, fed and ready to learn promptly for scheduled distance learning instruction, meetings, or other virtual, online, or telephonic school-related activities. Students are not permitted to eat during these scheduled school-related activities as it disrupts the student, the teacher and

Commented [MB14]: This is consistent with the definition of "distance learning" in SB 98. However, if the student is involved in classroom-based instruction as part of the hybrid model, or otherwise on campus for a scheduled school-related activity or during a school-sponsored function during school hours, the School will still be responsible for appropriate supervision of the student.

Commented [MB15]: Tailor this paragraph to meet the school's desired level of parent supervision and student population. For example, a high school population will likely need less supervision by parents and you may not feel you want or need the parent involvement in one to one meetings. Others have expressed that students/staff will never meet one to one virtually without another staff person or parent present. We can assist you to tailor to the School's comfort level.

Commented [MB16]: This is optional. Some schools have requested this. At a minimum, students be required to dress appropriately during activities that occur over video. The School can also include specific distance learning dress code requirements here.

Board Policy #: [INSERT]
 Adopted/Ratified: [INSERT], 2020
 Revision Date: [INSERT]

the other students participating in the activity. Nutritionally adequate meals are available for pupils who are eligible for free and reduced priced meals whether engaged in in-person instruction or distance learning. For information on free and reduced priced meals contact: [INSERT CONTACT NAME].

Commented [MB17]: This is optional. Some schools have requested in order to maintain student focus.

5. **STUDENT LOG IN/ PARENT TECHNICAL SUPPORT:** Students will be provided with personal login credentials for distance learning for their own use. Students are not to share their login information with any other person except their parents/guardians or responsible adult caregivers as necessary for the parent/guardian or responsible adult caregiver to assist the student in troubleshooting login issues or other technical difficulties. A parent/guardian or responsible adult caregiver must be available to assist the student with any login processes and troubleshooting of technical challenges. If a parent/guardian, responsible adult caregiver or the student experiences technical difficulties while participating in school-related activities, please contact [INSERT CONTACT NAME] at: [INSERT NUMBER/EMAIL] as soon as possible. Sharing student login information with another person will subject Student to the School's discipline policy.
6. **PARENT ENGAGEMENT IN INSTRUCTION:** Parents/guardians and responsible adult caregivers may not interfere, disrupt or directly participate in distance learning lessons unless requested by the teacher or without teacher written permission. Parents/guardians and responsible adult caregivers are not permitted to log into or attend distance learning instruction, meetings, or other school-related activities unless specifically requested by a teacher or AMPS employee or contractor.
7. **CONFIDENTIALITY: There is no expectation of privacy during distance learning.** When logging in to distance learning, Parents/Students are acknowledging their understanding that anything that they say, write, or do while on video or audio might be viewed by others.
 - a. Parents/guardians and responsible adult caregivers must maintain strict confidentiality of any information they obtain or observe regarding other students (e.g., academic performance, medical conditions, disabilities, behavior, etc.) while supervising a student's distance learning.
 - b. Students, parents/guardians, responsible adult caregivers and any other individual who may be in or around a student's work area are not permitted to photograph, video or audio record, or screenshot any distance learning without express written permission from AMPS.
 - c. The School may record distance learning synchronous instruction for use by other students who might benefit from accessing the instruction at a later time. No counseling or special education services provided in a group session will be recorded.
 - d. If a student is receiving virtual, online or telephonic counseling services from a AMPS employee or contractor, no other individual, including but not limited to parents/guardians, responsible adult caregivers, or siblings are allowed in the room

Commented [MB18]: These are strict limitations which can be altered to your comfort level with parent participation.

Commented [MB19]: We included this since schools have indicated that they want to record activities and lessons for students who couldn't participate in the live session to use. You may remove this if the School will not be recording any distance learning activities. You may have already received parent consent through your beginning of the year paperwork with parents, if so, this can be amended to acknowledge that fact. The School should provide a copy of this policy to School employees, students and parents/guardians so they are aware of this possibility and obtain a teacher's consent before recording the teacher. We can provide you with a sample consent form upon your request. If the School will record school-related activities, notifying employees, students and parents/guardians of this possibility will help to establish that they do not have any reasonable expectation of privacy in the activities. If the parties have a reasonable expectation of privacy in the activities such that they reasonably believe the activities are confidential and won't be disclosed, the School is required to obtain consent from the parties being recorded. If possible, the School should set up all platforms to give advance notice to a participant when a session/activity is being recorded. Be cautious in posting recordings of students as they may contain personal information about students. The School should only allow recordings to be posted for a short period of time (e.g. 24 hours), for school access only (not accessible to the public) and should remove and delete the recordings after that period has expired.

Board Policy #: [INSERT]
 Adopted/Ratified: [INSERT], 2020
 Revision Date: [INSERT]

or within seeing or hearing distance of the room or place in which the student is receiving the counseling services for confidentiality purposes.

- e. The identity of all students participating in any small group counseling session with a AMPS employee or contractor and other student(s) and all the statements made or discussions occurring during such counseling sessions are confidential and may not be disclosed to any individual.
- f. Teachers may record one to one student communications, with parent/guardian/adult student consent. Counseling sessions will not be recorded under any circumstance.

8. **TECHNOLOGY POLICY:** Students, parent/guardians and responsible adult caregivers must comply with the AMPS Student Technology Policy and Acceptable Use Agreement at all times when utilizing School technology to access distance learning.

- a. AMPS technology and equipment includes but is not limited to AMPS electronic mail, servers, online accounts and platforms, computers, laptops, tablets, or other digital, electronic or multimedia hardware, software or other applications. AMPS technology and equipment may only be used for educational purposes in accordance with the AMPS Student Technology Policy and Acceptable Use Agreement.
- b. Students and parents/guardians acknowledge that AMPS technology and equipment are owned by AMPS. By logging into or accessing AMPS technology or equipment, users acknowledge that they have no expectation of privacy in the use of AMPS technology or equipment, even if such technology is used on a personal device. AMPS reserves the right to access communications, files, and other data stored on or sent over AMPS technology or equipment.
- c. Technological resources provided by AMPS must be used in a safe, responsible, appropriate, and legal manner in accordance with AMPS policies and in support of its instructional program for the advancement of student learning.
- d. Downloading, uploading, viewing, posting or sharing inappropriate content, including pornographic, defamatory, discriminatory, harassing, bullying or otherwise offensive material is prohibited.
- e. Students must not access AMPS online or virtual classrooms, meeting spaces, or chat forums unless authorized to do so.
- f. Students may not access personal electronic devices or any software, applications or websites during AMPS distance learning instruction or school-related activities unless specifically instructed to do so by the teacher.

9. **DISRUPTION OF DISTANCE LEARNING:** Any parent, guardian, or other person whose conduct in any online/virtual distance learning class materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor. Upon the first conviction for either of these offenses, this individual may be fined up to one thousand dollars (\$1,000), or by imprisonment in a county jail for up to one year, or by both the fine and imprisonment. It is also illegal for a person to “intentionally access a computer without authorization,” such as entering an online/virtual distance learning class

Commented [MB20]: Please change this title to align with the title of the School's technology policy and acceptable use agreement. The School should have a Technology Policy and Acceptable Use Agreement in place during distance learning and student use of school technology (including equipment, servers, websites, software, applications, email, etc.) at home as it is an integral piece of this Policy.

We can provide the School with a starting place for this policy if it doesn't have one yet, or we can update the School's current policy to ensure it addresses virtual/distance learning situations.

Commented [MB21]: INCLUDE ONLY if you are expecting the students only to use school provided technology and use only school provided platforms/apps.

Board Policy #: [INSERT]
 Adopted/Ratified: [INSERT], 2020
 Revision Date: [INSERT]

in which the person is not a student, and any individual who does this may be civilly or criminally liable under the Federal Computer Fraud and Abuse Act.

10. **APPLICATION OF DISCIPLINARY RULES/POLICIES:** All other AMPS rules and policies regarding student behavior and discipline including but not limited to the Suspension and Expulsion Policy and the Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy continue to remain in effect. Students who fail to adhere to the above requirements may be subject to legal action including but not limited suspension or expulsion.

- a. Any student who believes they have been subject to misconduct prohibited by the AMPS Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the [INSERT TITLE OF COORDINATOR IDENTIFIED IN TITLE IX/DISCRIM/HARASS/BULLYING POLICY].

This Policy is subject to change without advance notice as the Distance Learning program develops, and all students and parents/guardians must immediately read and comply with any amendments or modifications to this Policy issued by AMPS. By participating in the Distance Learning, students and parents/guardians are acknowledging and agreeing to the terms expressed herein.

Commented [MB22]: The School is required to have this policy. We have reviewed and provided you with this policy. Several new laws became effective in January 2020 and the Title IX regulations were amended in May 2020 (effective August 14, 2020).

Coversheet

Approval of Second Interim Financial Report

Section:	IV. Business
Item:	E. Approval of Second Interim Financial Report
Purpose:	Vote
Submitted by:	
Related Material:	JHHS Alt Form 2nd Interim.xlsm OCA Final.xlsx OCHS Final.xlsx RCA Alt Form 2nd Interim.xlsm DCA Final.xlsx BJE Alt Form 2nd Interim.xlsm

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

JHHS Alt Form 2nd Interim.xlsm

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

OCA Final.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

OCHS Final.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

RCA Alt Form 2nd Interim.xlsm

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

DCA Final.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

BJE Alt Form 2nd Interim.xlsm

Coversheet

State Budget Update

Section:	IV. Business
Item:	F. State Budget Update
Purpose:	Discuss
Submitted by:	
Related Material:	AMPS - March Board Meeting Presenation and Financial Package.pdf

Amethod Public Schools Board Financial Update

KELLY ELLIS

MARCH 10, 2021





Contents

1. State Budget Updates

- A. LCAP
- B. AB/SB 86

2. FY 2020-21 Financials Update

- A. Budget Update
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 - 2. Key Expenses updates
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State Budget Updates



LCAP Input & Adoption Timeline

July 1, 2021 Deadline for the 2021-2024 LCAP 3-Year Plan

Stakeholder
Engagement

- Engage all stakeholders while preparing the LCAP: Parents, students, teachers, other staff, administrators, etc.

Public
Hearing

- Public hearing with option for public comment must occur on a date prior to board approval
- Agenda to be posted 72 hrs. prior & state where to access draft

Board
Approval

- LCAP must be approved by the school's board BEFORE it can approve the budget (can occur at same meeting)
- Local Indicators approved by school's board at same meeting as LCAP; posted to Dashboard in Fall

Submission
& Posting

- **LCAP must be Board-approved by July 1, 2021 and submitted to the county office & authorizer within 5 days of approval**
- LEAs are also required to post the LCAP on their website within 5 days of approval

AB/SB 86 – Two Programs in One Bill



Legislature & Governor reach agreement to incentivize reopening – spend by 8/31/22

\$2B: In-Person Instruction

- Provide in-person instruction by 4/1 – docked 1% every day not open after 4/1, no funding after 5/15
- Estimated at 3.56% of LCFF
 - **Approximately \$750K for AMPS**
- Must remain open or forfeit funds – no penalty if closed by state agency

\$4.6B: Expanded Learning Opportunities

- No application or approval – all LEAs to receive funds
- Estimated at 6.94% of LCFF + \$1K per homeless student
 - **Approximately \$1.5M for AMPS**
- Spend on extending instructional time, closing learning gaps via supports, counseling, learning hubs & more
- Expenditure Plan due 6/1/21

FY 2020-21 Financials Update



Budget Comparison



All audit adjustments are included in the beginning fund balance

		2020-21	2020-21	2020-21	Variance
	*In Thousands	Operating Budget	Previous Forecast	Current Forecast	
Revenue	LCFF Entitlement	22,019	21,981	21,981	\$ -
	Federal Revenue	4,209	3,978	3,952	\$ (26)
	Other State Revenues	4,629	4,579	4,553	\$ (26)
	Local Revenues	3,467	3,456	3,461	\$ 5
	Fundraising and Grants	18	33	33	\$ -
	Total Revenue	34,341	34,028	33,981	\$ (47)
Expenses	Compensation and Benefits	15,147	15,247	15,075	\$ 172
	Books and Supplies	1,438	1,907	1,918	\$ (11)
	Services and Other Operating	16,087	15,254	15,268	\$ (14)
	Depreciation	850	815	815	\$ -
	Other Outflows	319	319	319	\$ -
	Total Expenses	33,842	33,542	33,395	\$ 147
	Operating Income	499	486	586	\$ 100
	Beginning Balance (Audited)	6,604	6,604	4,920	\$ (1,684)
	Operating Income	499	486	586	\$ 100
Ending Fund Balance (incl. Depreciation)		7,104	7,090	5,506	\$ (1,584)
Ending Fund Balance as % of Expenses		21.0%	21.1%	16.5%	-4.7%

Key Revenue Updates

Revenue is projected to lower by \$47K

Revenue	Description / Notes	Impact
Federal	Decrease in Title III money for the consortium	(\$26K)
State	Decrease in Mental Health Reimbursement	(\$26K)
Local	Various minor changes	+ \$5K
	Total Decrease in Revenue	(\$47K)



Key Expense Updates

Compensation and Benefits are the main components of expense reduction

Expense	Description / Notes	Impact
Compensation and Benefits	Previous conservative employee hiring plan has been updated to capture current situation	(\$172K)
Books and Supplies	Additional funds added to JHHS curriculum materials	+ \$11K
Services and operating expenses	Increase in Membership fees (example: CCSA)	+ \$14K
	Total Decrease in Expenditures	(\$147K)

Individual Site Budgets — 2nd Interims

10

Current CMO fees are not covering HOME office's expenses

		BJE	RCA	JHHS	OCA	DCA	OCHS	HOME	Total
Revenue	LCFF Entitlement	4,729	2,495	3,624	2,471	3,236	5,427	-	21,981
	Federal Revenue	876	554	581	543	516	883	-	3,952
	Other State Revenues	1,042	636	615	621	814	825	-	4,553
	Local Revenues	137	99	91	-	4	9	3,122	3,461
	Fundraising and Grants	-	2	15	6	-	6	5	33
	Total Revenue	6,784	3,785	4,925	3,641	4,569	7,149	3,127	33,981
Expenses	Comp and Benefits	2,508	1,200	2,351	1,713	2,503	3,524	1,276	15,075
	Books and Supplies	420	257	311	204	266	424	37	1,918
	Services and Other Ops	3,462	2,071	1,806	1,291	1,635	2,535	2,468	15,268
	Depreciation	175	65	64	122	17	131	241	815
	Other Outflows	68	49	40	14	-	9	139	319
	Total Expenses	6,631	3,642	4,573	3,345	4,421	6,623	4,161	33,395
	Operating Income	153	143	353	296	149	526	(1,033)	586
	Beginning Balance (Audited)	612	657	189	2,892	2,835	6,010	(8,273)	4,920
	Operating Income	153	143	353	296	149	526	(1,033)	586
Ending Fund Balance (incl. Depreciation)		764	800	542	3,188	2,983	6,536	(9,307)	5,506
Ending Fund Balance as % of Expenses		12%	22%	12%	95%	67%	99%	-224%	16%

Multi-year Projection

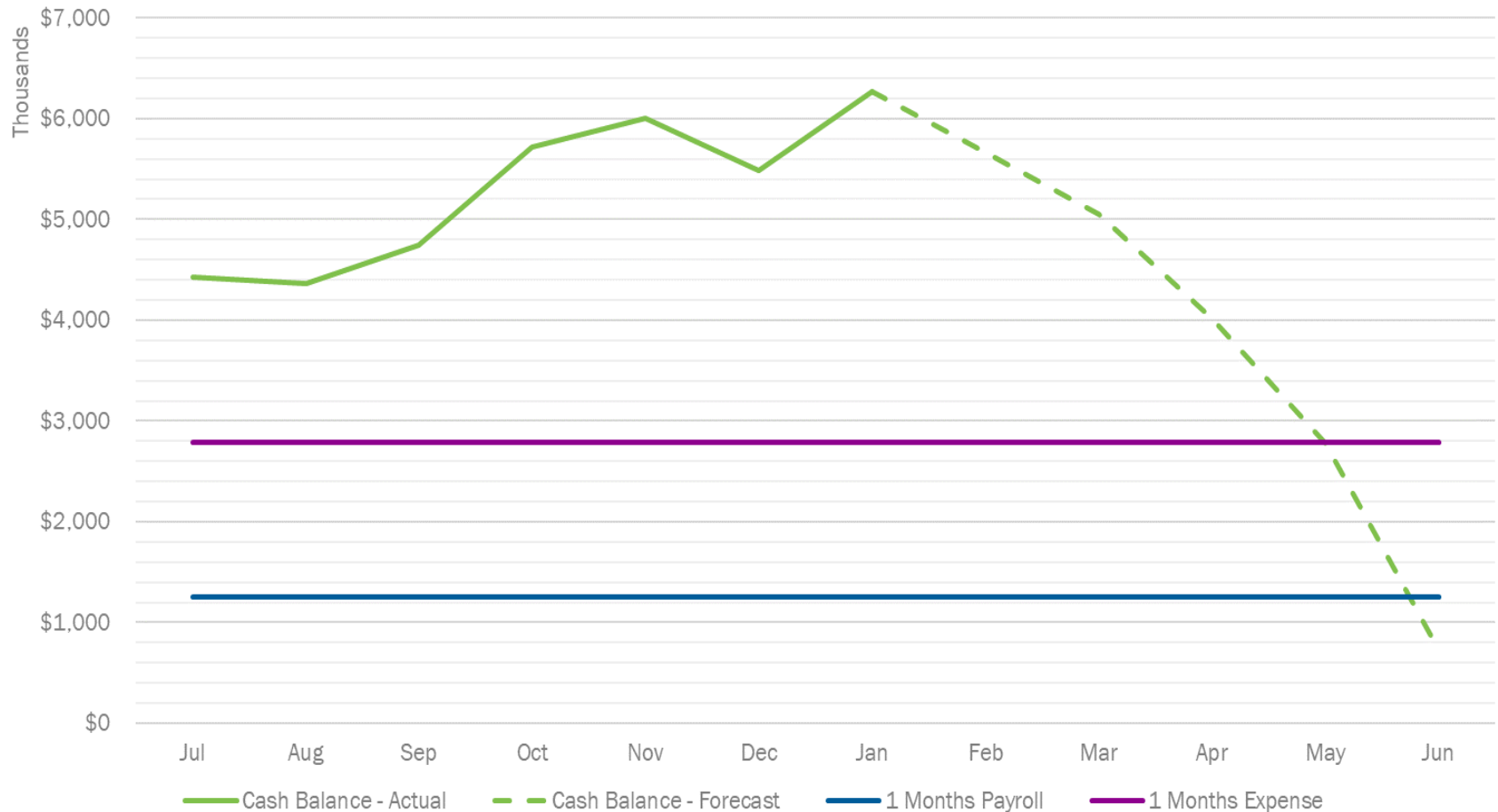


FY2021-22 revenue from new stimulus package not factored in

		2020-21	2021-22	2022-23
	*In Thousands	2nd Interim Budget	Projected Budget	Projected Budget
Revenue	LCFF Entitlement	21,981	23,287	24,733
	Federal Revenue	3,952	1,476	1,499
	Other State Revenues	4,553	4,473	4,585
	Local Revenues	3,461	3,349	3,517
	Fundraising and Grants	33	33	33
	Total Revenue	33,981	32,618	34,367
Expenses	Compensation and Benefits	15,075	15,742	16,056
	Books and Supplies	1,918	1,188	1,226
	Services and Other Operating	15,268	15,277	15,686
	Depreciation	815	815	729
	Other Outflows	319	287	254
	Total Expenses	33,395	33,309	33,951
	Operating Income	586	(691)	415
	Beginning Balance (Audited)	4,920	5,506	4,815
	Operating Income	586	(691)	415
Ending Fund Balance (incl. Depreciation)		5,506	4,815	5,230
Ending Fund Balance as % of Expenses		16.5%	14.5%	15.4%

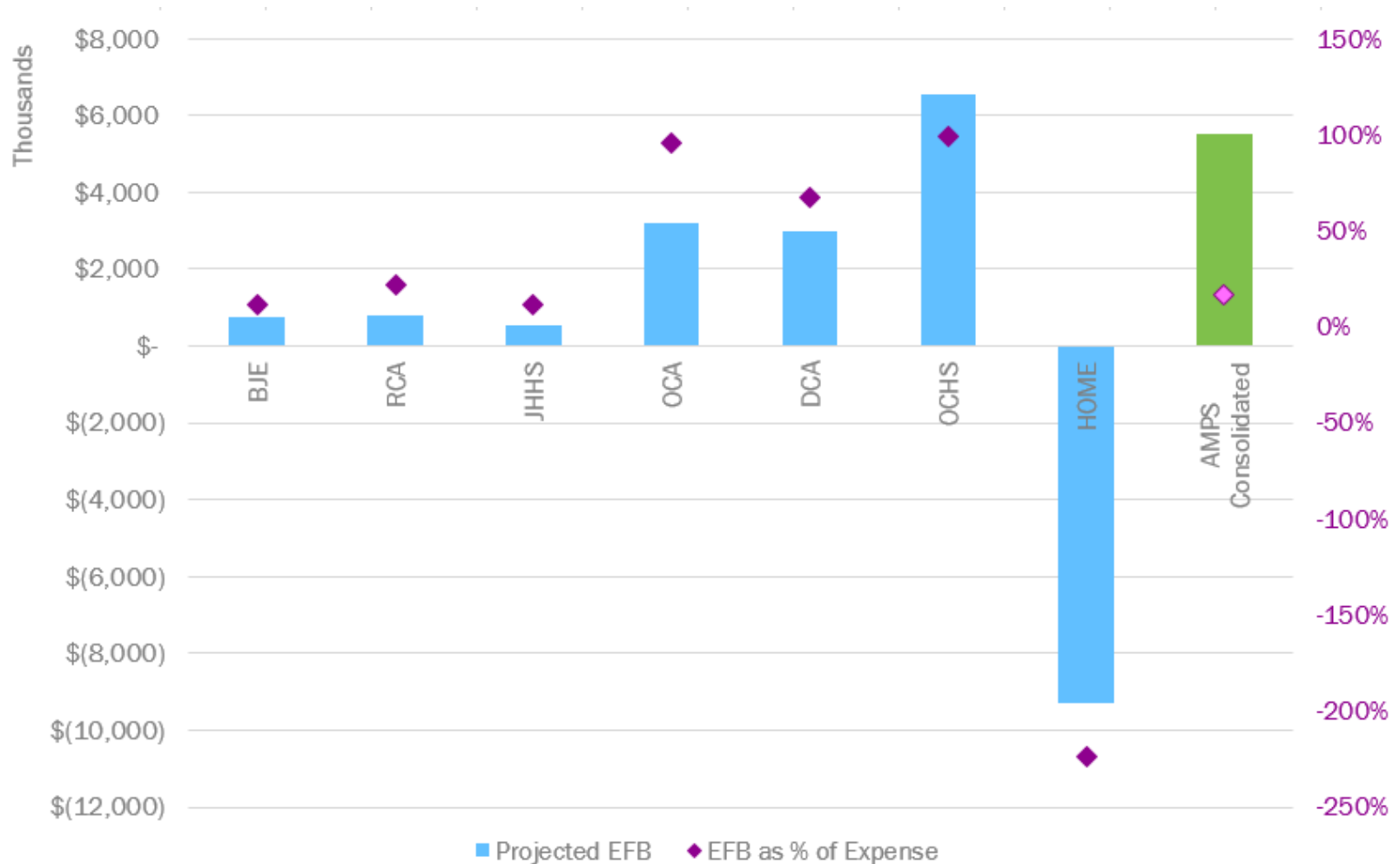
Conservative Cash Flow Forecast for FY21

Cash improves primarily due to OI and deferred Energy grant payment



Fund Balance by Site

Overall ending fund balance stays healthy at 16% of total expense



Thank you



AMPS
Income Statement
As of Jan FY2021

	Actual			YTD	Budget						
	Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
SUMMARY											
Revenue											
LCFF Entitlement	1,667,373	1,504,231	2,369,741	9,853,368	22,018,570	21,981,414	21,981,414	-	(37,156)	12,128,046	45%
Federal Revenue	228,638	257,242	296,288	2,711,475	4,208,777	3,978,417	3,951,977	(26,440)	(256,800)	1,240,502	69%
Other State Revenues	135,598	137,816	457,788	1,247,856	4,629,075	4,579,173	4,553,253	(25,920)	(75,822)	3,305,396	27%
Local Revenues	4,256	6,995	4,695	75,156	3,466,768	3,456,142	3,461,156	5,014	(5,612)	3,386,001	2%
Fundraising and Grants	79	-	-	15,112	18,000	33,100	33,100	-	15,100	17,988	46%
Total Revenue	2,035,944	1,906,284	3,128,512	13,902,968	34,341,190	34,028,246	33,980,900	(47,346)	(360,290)	20,077,932	41%
Expenses											
Compensation and Benefits	1,194,263	1,277,539	1,233,597	8,590,244	15,147,353	15,246,700	15,074,886	171,813	72,466	6,484,642	57%
Books and Supplies	43,645	115,040	66,370	575,273	1,438,167	1,907,213	1,918,021	(10,809)	(479,854)	1,342,749	30%
Services and Other Operating Expenditures	720,051	907,388	1,553,925	6,721,099	16,087,146	15,254,138	15,267,913	(13,775)	819,233	8,546,814	44%
Depreciation	-	-	467,257	467,257	850,367	815,340	815,340	-	35,027	348,083	57%
Other Outflows	24,696	23,913	24,965	162,338	318,819	318,819	318,819	-	-	156,481	51%
Total Expenses	1,982,654	2,323,880	3,346,115	16,516,211	33,841,852	33,542,210	33,394,980	147,230	446,872	16,878,769	49%
Operating Income	53,290	(417,596)	(217,603)	(2,613,243)	499,338	486,036	585,920	99,884	86,582	3,199,163	
Fund Balance											
Beginning Balance (Audited)					6,604,226	6,604,226	4,920,128				
Operating Income					499,338	486,036	585,920				
Ending Fund Balance					7,103,563	7,090,262	5,506,048				
Fund Balance as a % of Expenses					21%	21%	16%				

AMPS
Income Statement
As of Jan FY2021

Actual			YTD	Budget						
Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
KEY ASSUMPTIONS										
Enrollment Summary										
K-3				325	325	325	-	-		
4-6				460	460	460	-	-		
7-8				570	570	570	-	-		
9-12				774	774	774	-	-		
Total Enrolled				2,129	2,129	2,129	-	-		
ADA %										
K-3				91.2%	91.2%	91.2%	0.0%	0.0%		
4-6				92.3%	92.3%	92.3%	0.0%	0.0%		
7-8				95.3%	95.3%	95.3%	0.0%	0.0%		
9-12				96.2%	96.2%	96.2%	0.0%	0.0%		
Average ADA %				94.3%	94.3%	94.3%	0.0%	0.0%		
ADA										
K-3				296.24	296.24	296.24	-	-		
4-6				424.59	424.59	424.59	-	-		
7-8				543.01	543.01	543.01	-	-		
9-12				744.63	744.63	744.63	-	-		
Total ADA				2,008.47	2,008.47	2,008.47	-	-		

AMPS
Income Statement
As of Jan FY2021

		Actual			YTD	Budget						
		Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
REVENUE												
LCFF Entitlement												
8011	Charter Schools General Purpose Entitlement - State Aid	1,302,170	1,302,170	1,302,170	6,655,537	15,296,624	15,259,468	15,259,468	-	(37,156)	8,603,931	44%
8012	Education Protection Account Entitlement	-	-	539,226	1,078,455	2,156,909	2,156,909	2,156,909	-	-	1,078,454	50%
8096	Charter Schools in Lieu of Property Taxes	365,203	202,061	528,345	2,119,376	4,565,037	4,565,037	4,565,037	-	-	2,445,661	46%
SUBTOTAL - LCFF Entitlement		1,667,373	1,504,231	2,369,741	9,853,368	22,018,570	21,981,414	21,981,414	-	(37,156)	12,128,046	45%
Federal Revenue												
8181	Special Education - Entitlement	-	-	-	-	263,500	263,500	263,500	-	-	263,500	0%
8220	Child Nutrition Programs	15,172	35,840	41,456	92,467	498,817	299,290	299,290	-	(199,527)	206,823	31%
8291	Title I	176,070	221,402	211,269	608,741	728,015	704,274	703,651	(623)	(24,364)	94,910	87%
8292	Title II	19,375	-	17,868	37,243	93,275	88,775	89,441	666	(3,834)	52,198	42%
8293	Title III	7,637	-	(7,637)	-	90,869	86,542	60,059	(26,483)	(30,810)	60,059	0%
8294	Title IV	10,384	-	11,984	22,368	60,000	61,735	61,735	-	1,735	39,367	36%
8299	All Other Federal Revenue	-	-	21,348	1,950,656	2,474,301	2,474,301	2,474,301	-	-	523,645	79%
SUBTOTAL - Federal Revenue		228,638	257,242	296,288	2,711,475	4,208,777	3,978,417	3,951,977	(26,440)	(256,800)	1,240,502	69%
Other State Revenue												
8319	Other State Apportionments - Prior Years	-	-	(1,876)	(1,876)	-	-	-	-	-	1,876	
8381	Special Education - Entitlement (State	108,876	108,876	108,876	652,075	1,255,294	1,255,294	1,255,294	-	-	603,219	52%
8382	SPED - Reimbursement (Mental Health)	(4,804)	-	-	(4,804)	131,700	86,400	60,480	(25,920)	(71,220)	65,284	-8%
8520	Child Nutrition - State	1,266	2,991	7,349	11,606	36,757	22,054	22,054	-	(14,703)	10,448	53%
8545	School Facilities Apportionments	-	-	-	-	1,922,195	1,936,491	1,936,491	-	14,296	1,936,491	0%
8550	Mandated Cost Reimbursements	30,260	25,949	-	56,209	56,209	56,209	56,209	-	-	0	100%
8560	State Lottery Revenue	-	-	112,612	112,612	417,456	413,260	413,260	-	(4,196)	300,648	27%
8590	All Other State Revenue	-	-	-	191,208	188,008	188,008	188,008	-	-	(3,200)	102%
8596	ASES	-	-	230,827	230,827	621,457	621,457	621,457	-	-	390,630	37%
SUBTOTAL - Other State Revenue		135,598	137,816	457,788	1,247,856	4,629,075	4,579,173	4,553,253	(25,920)	(75,822)	3,305,396	27%
Local Revenue												
8634	Food Service Sales	(98)	-	-	(98)	32,100	-	-	-	(32,100)	98	
8636	Uniforms	-	-	-	-	31,069	22,569	22,569	-	(8,500)	22,569	0%
8650	Leases and Rentals	-	2,250	2,250	11,250	5,500	10,000	20,250	10,250	14,750	9,000	56%
8660	Interest	4	4	4	31	194	193	193	-	(1)	163	16%
8699	All Other Local Revenue	3,900	4,741	2,441	58,475	26,000	83,217	83,217	-	57,217	24,742	70%
8721	CMO Fees Revenue	-	-	-	-	3,085,642	3,053,900	3,048,664	(5,236)	(36,978)	3,048,664	0%
8781	All Other transfers from Districts or Charter Schools	-	-	-	-	286,263	286,263	286,263	-	-	286,263	0%
8999	Uncategorized Revenue	450	-	-	5,498	-	-	-	-	-	(5,498)	
SUBTOTAL - Local Revenue		4,256	6,995	4,695	75,156	3,466,768	3,456,142	3,461,156	5,014	(5,612)	3,386,001	2%
Fundraising and Grants												
8802	Donations - Private	79	-	-	15,079	6,500	21,600	21,600	-	15,100	6,521	70%
8803	Fundraising	-	-	-	33	11,500	11,500	11,500	-	-	11,467	0%
SUBTOTAL - Fundraising and Grants		79	-	-	15,112	18,000	33,100	33,100	-	15,100	17,988	46%
TOTAL REVENUE		2,035,944	1,906,284	3,128,512	13,902,968	34,341,190	34,028,246	33,980,900	(47,346)	(360,290)	20,077,932	41%

AMPS
Income Statement
As of Jan FY2021

Actual				YTD	Budget						
Nov	Dec	Jan	Actual	YTD	Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
EXPENSES											
Compensation & Benefits											
Certificated Salaries											
1100 Teachers Salaries	533,083	532,401	530,350	3,620,132	6,415,756	6,506,060	6,375,468	130,592	40,288	2,755,336	57%
1300 Certificated Supervisor & Administrator Salaries	92,192	92,192	92,192	651,925	1,103,900	1,103,900	1,103,900	-	-	451,975	59%
1401 Bonuses & Extra Pay	10,769	46,667	-	57,436	200,000	200,000	200,000	-	-	142,564	29%
SUBTOTAL - Certificated Salaries	636,044	671,259	622,542	4,329,493	7,719,656	7,809,960	7,679,368	130,592	40,288	3,349,875	56%
Classified Salaries											
2100 Classified Instructional Aide Salaries	114,043	118,931	117,530	864,748	1,575,840	1,518,840	1,506,840	12,000	69,000	642,092	57%
2103 Classified - Special Ed	24,733	24,733	20,058	169,708	296,800	296,800	296,800	-	-	127,092	57%
2300 Classified Supervisor & Administrator Salaries	95,425	109,622	104,996	727,684	1,312,500	1,245,931	1,245,931	-	66,569	518,247	58%
2400 Classified Clerical & Office Salaries	101,511	106,796	96,414	712,170	1,158,284	1,195,604	1,236,324	(40,720)	(78,040)	524,154	58%
2905 Other Classified - After School	36,394	39,034	36,326	253,915	479,130	498,942	465,977	32,965	13,153	212,062	54%
2999 Payroll Temporary Holding Account	-	1,188	-	1,188	-	-	-	-	-	(1,188)	-
SUBTOTAL - Classified Salaries	372,106	400,305	375,325	2,729,413	4,822,554	4,756,117	4,751,872	4,245	70,682	2,022,459	57%
Employee Benefits											
3300 OASDI-Medicare-Alternative	75,541	79,844	76,084	530,564	956,652	958,478	948,163	10,315	8,489	417,599	56%
3400 Health & Welfare Benefits	84,719	100,737	89,168	705,493	1,198,400	1,203,067	1,169,000	34,067	29,400	463,507	60%
3500 Unemployment Insurance	666	537	40,292	56,840	109,354	111,909	110,619	1,290	(1,265)	53,780	51%
3600 Workers Comp Insurance	13,451	13,451	13,450	154,691	163,029	163,339	161,586	1,753	1,442	6,895	96%
3900 Other Employee Benefits	11,736	11,406	16,736	83,751	177,708	243,831	254,279	(10,448)	(76,571)	170,527	33%
SUBTOTAL - Employee Benefits	186,113	205,975	235,731	1,531,339	2,605,142	2,680,623	2,643,647	36,976	(38,505)	1,112,308	58%
Books & Supplies											
4100 Approved Textbooks & Core Curricula Materials	5,103	10,478	14,451	100,584	205,000	218,500	228,500	(10,000)	(23,500)	127,916	44%
4200 Books & Other Reference Materials	498	3,203	-	4,434	11,283	13,793	13,793	-	(2,510)	9,359	32%
4320 Educational Software	3,230	4,364	1,886	51,292	62,000	68,792	68,792	-	(6,792)	17,500	75%
4325 Instructional Materials & Supplies	805	4,428	1,302	53,684	107,304	107,304	107,304	-	-	53,620	50%
4326 Art & Music Supplies	529	7,404	53	12,242	15,622	24,452	24,452	-	(8,830)	12,210	50%
4330 Office Supplies	7,139	29,066	7,845	80,588	151,185	156,749	157,557	(809)	(6,372)	76,969	51%
4335 PE Supplies	-	-	-	817	7,015	7,315	7,315	-	(301)	6,499	11%
4345 Non Instructional Student Materials & Supplies	50	5,877	37	34,937	18,709	39,220	39,220	-	(20,510)	4,283	89%
4350 Uniforms	3,386	2,816	2,422	57,107	127,586	132,569	132,569	-	(4,983)	75,462	43%
4410 Classroom Furniture, Equipment & Supplies	-	1,311	2,714	4,995	18,477	18,880	18,880	-	(403)	13,885	26%
4420 Computers: individual items less than \$5k	-	3,258	23,261	64,230	53,647	672,370	672,370	-	(618,722)	608,140	10%
4430 Non Classroom Related Furniture, Equipment & Supplies	-	2,903	153	5,391	32,966	32,966	32,966	-	-	27,575	16%
4710 Student Food Services	22,425	38,452	11,808	100,639	532,673	319,604	319,604	-	213,069	218,965	31%
4720 Other Food	481	1,481	438	4,332	94,699	94,699	94,699	-	-	90,367	5%
SUBTOTAL - Books and Supplies	43,645	115,040	66,370	575,273	1,438,167	1,907,213	1,918,021	(10,809)	(479,854)	1,342,749	30%
Services & Other Operating Expenses											
5210 Conference Fees	-	50	461	821	15,300	15,300	15,300	-	-	14,479	5%
5220 Travel and Lodging	327	35	2	1,458	76,967	76,967	76,967	-	-	75,509	2%
5305 Dues & Membership - Professional	-	530	21,080	21,805	10,300	10,300	23,423	(13,123)	(13,123)	1,619	93%
5400 Insurance	23,414	23,414	23,414	216,409	266,168	306,169	306,169	-	(40,000)	89,759	71%
5515 Janitorial, Gardening Services & Supplies	2,006	8,830	2,277	17,473	51,529	53,936	53,936	-	(2,407)	36,463	32%
5520 Security	1,568	2,645	1,486	20,174	97,333	100,212	100,212	-	(2,878)	80,038	20%
5535 Utilities - All Utilities	78,744	59,219	24,197	262,769	767,384	767,384	767,384	-	-	504,615	34%
5600 Rentals, Leases, & Repairs	9,154	9,154	9,154	64,907	122,430	122,430	122,430	-	-	57,523	53%
5610 Rent	389,883	409,883	354,184	3,096,300	4,809,372	4,761,673	4,761,673	-	47,699	1,665,373	65%

AMPS
Income Statement
As of Jan FY2021

		Actual			YTD	Budget						
		Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
5615	Repairs and Maintenance - Building	3,404	2,307	2,654	26,188	93,024	93,024	93,024	-	-	66,836	28%
5631	Deferred Rent	-	-	329,448	329,448	-	430,654	430,654	-	(430,654)	101,206	76%
5803	Accounting Fees	-	-	10,437	24,437	65,045	65,045	65,045	-	-	40,608	38%
5809	Banking Fees	295	310	291	1,858	5,278	6,763	6,763	-	(1,485)	4,906	27%
5812	Business Services	21,875	21,875	21,875	153,125	262,500	262,500	262,500	-	-	109,375	58%
5815	Consultants - Instructional	462	6,169	1,515	20,250	183,423	183,423	183,423	-	-	163,173	11%
5820	Consultants - Non Instructional - Custom 1	32,404	59,771	29,775	351,867	284,562	534,781	534,781	-	(250,219)	182,914	66%
5824	District Oversight Fees	9,096	-	18,192	45,479	226,791	219,814	219,814	-	6,977	174,335	21%
5828	LLM Funds Contingency	-	-	-	-	2,005,328	-	-	-	2,005,328	-	-
5833	Fines and Penalties	50	426	324	5,711	25,754	32,254	32,254	-	(6,500)	26,543	18%
5836	Fingerprinting	-	420	84	3,227	12,554	12,554	12,559	(5)	(5)	9,332	26%
5845	Legal Fees	59,803	110,700	23,118	290,703	127,496	500,000	500,000	-	(372,504)	209,297	58%
5848	Licenses and Other Fees	354	30,442	994	48,768	86,250	88,740	88,780	(40)	(2,530)	40,012	55%
5851	Marketing and Student Recruiting	68	2,063	2,063	6,255	13,285	13,285	13,285	-	-	7,030	47%
5852	CAM Fees	45,908	45,890	45,890	349,121	694,966	694,966	694,966	-	-	345,846	50%
5857	Payroll Fees	1,352	1,385	1,364	10,283	76,293	20,226	20,226	-	56,067	9,943	51%
5858	CMO Fees Expense	-	-	-	-	3,085,642	3,053,900	3,048,664	5,236	36,978	3,048,664	0%
5860	Printing and Reproduction	-	-	677	814	12,360	12,360	12,360	-	-	11,546	7%
5861	Prior Yr Exp (not accrued	5,882	-	-	16,248	10,000	31,020	31,020	-	(21,020)	14,772	52%
5863	Professional Development	8,015	850	28,707	71,942	100,282	112,751	114,236	(1,485)	(13,954)	42,294	63%
5866	Special Ed Admin and other fees	-	-	-	-	71,715	71,715	71,715	-	-	71,715	0%
5869	Special Education Contract Instructors	-	-	570,977	897,552	1,547,350	1,923,096	1,923,096	-	(375,746)	1,025,543	47%
5874	Sports	-	-	-	82	80,585	80,585	80,585	-	-	80,503	0%
5875	Staff Recruiting	187	920	-	32,504	41,779	45,077	45,077	-	(3,297)	12,572	72%
5877	Student Activities	152	35,002	1,457	42,783	80,637	80,637	80,637	-	-	37,854	53%
5878	Student Assessment	450	-	-	20,382	196,032	37,422	37,422	-	158,609	17,040	54%
5880	Student Health Services	-	-	-	-	24,498	24,498	24,498	-	-	24,498	0%
5881	Student Information System	6,398	-	6,398	41,212	33,474	37,356	38,675	(1,320)	(5,201)	(2,537)	107%
5887	Technology Services	4,519	59,210	11,906	144,870	117,377	155,000	158,038	(3,038)	(40,661)	13,168	92%
5893	Transportation - Student	-	-	-	-	41,389	41,389	41,389	-	-	41,389	0%
5900	Communications	12,782	13,224	8,162	72,017	246,617	154,958	154,958	-	91,659	82,940	46%
5915	Postage and Delivery	1,500	2,666	1,365	11,855	18,074	19,974	19,974	-	(1,899)	8,119	59%
SUBTOTAL - Services & Other Operating Exp.		720,051	907,388	1,553,925	6,721,099	16,087,146	15,254,138	15,267,913	(13,775)	819,233	8,546,814	44%
Capital Outlay & Depreciation												
6900	Depreciation	-	-	467,257	467,257	850,367	815,340	815,340	-	35,027	348,083	57%
SUBTOTAL - Capital Outlay & Depreciation		-	-	467,257	467,257	850,367	815,340	815,340	-	35,027	348,083	57%
Other Outflows												
7438	Long term debt - Interest	24,696	23,024	24,942	170,542	318,819	318,819	318,819	-	-	148,277	53%
7999	Uncategorized Expense	-	889	24	(8,204)	-	-	-	-	-	8,204	-
SUBTOTAL - Other Outflows		24,696	23,913	24,965	162,338	318,819	318,819	318,819	-	-	156,481	51%
TOTAL EXPENSES		1,982,654	2,323,880	3,346,115	16,516,211	33,841,852	33,542,210	33,394,980	147,230	446,872	16,878,769	49%

BJE
Income Statement
As of Jan FY2021

Actual				YTD	Budget									
								Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent			
Nov				Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast					
SUMMARY														
Revenue														
LCFF Entitlement				408,043	302,518	536,338	2,145,748	4,748,346	4,728,852	4,728,852	-	(19,494)	2,583,104	45%
Federal Revenue				61,519	25,702	117,817	630,320	943,188	876,023	876,023	-	(67,165)	245,703	72%
Other State Revenues				25,505	34,506	50,203	230,670	1,048,768	1,042,299	1,042,299	-	(6,469)	811,629	22%
Local Revenues				-	37	-	1,354	151,291	137,108	137,108	-	(14,183)	135,754	1%
Fundraising and Grants				-	-	-	-	-	-	-	-	-	-	-
Total Revenue				495,066	362,763	704,358	3,008,093	6,891,592	6,784,282	6,784,282	-	(107,311)	3,776,189	44%
Expenses														
Compensation and Benefits				197,194	195,099	189,113	1,435,617	2,409,780	2,469,711	2,507,844	(38,132)	(98,064)	1,072,227	57%
Books and Supplies				7,339	26,603	10,170	116,174	322,678	418,794	419,603	(809)	(96,925)	303,429	28%
Services and Other Operating Expenditures				167,787	163,112	359,901	1,504,153	3,799,842	3,460,007	3,461,857	(1,851)	337,984	1,957,704	43%
Depreciation				-	-	101,878	101,878	183,476	174,658	174,658	-	8,818	72,780	58%
Other Outflows				4,861	4,678	4,805	33,749	67,538	67,538	67,538	-	-	33,788	50%
Total Expenses				377,182	389,491	665,867	3,191,571	6,783,313	6,590,708	6,631,500	(40,792)	151,814	3,439,928	48%
Operating Income				117,884	(26,728)	38,491	(183,479)	108,279	193,574	152,782	(40,792)	44,503	336,261	
Fund Balance														
Beginning Balance (Audited)								901,742	901,742	611,600				
Operating Income								108,279	193,574	152,782				
Ending Fund Balance								1,010,022	1,095,316	764,383				
Fund Balance as a % of Expenses								15%	17%	12%				
KEY ASSUMPTIONS														
Enrollment Summary														
K-3								325	325	325	-	-		
4-6								170	170	170	-	-		
Total Enrolled								495	495	495	-	-		
ADA %														
K-3								91.2%	91.2%	91.2%	0.0%	0.0%		
4-6								93.6%	93.6%	93.6%	0.0%	0.0%		
Average ADA %								92.0%	92.0%	92.0%	0.0%	0.0%		
ADA														
K-3								296.24	296.24	296.24	-	-		
4-6								159.16	159.16	159.16	-	-		
Total ADA								455.40	455.40	455.40	-	-		
REVENUE														
LCFF Entitlement														
8011	Charter Schools General Purpose Entitlement - State Aid	302,518	302,518	302,518	1,546,203	3,338,204	3,318,710	3,318,710	-	(19,494)	1,772,508	47%		
8012	Education Protection Account Entitlement	-	-	22,770	45,540	91,080	91,080	91,080	-	-	45,540	50%		
8096	Charter Schools in Lieu of Property Taxes	105,525	-	211,050	554,006	1,319,062	1,319,062	1,319,062	-	-	765,056	42%		
SUBTOTAL - LCFF Entitlement		408,043	302,518	536,338	2,145,748	4,748,346	4,728,852	4,728,852	-	(19,494)	2,583,104	45%		
Federal Revenue														
8181	Special Education - Entitlement	-	-	-	-	61,000	61,000	61,000	-	-	61,000	0%		
8220	Child Nutrition Programs	9,851	25,702	-	35,553	143,805	86,283	86,283	-	(57,522)	50,730	41%		

BJE
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As of Jan FY2021

Actual				YTD	Budget						
					Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
Nov	Dec	Jan		Actual YTD							
8291 Title I	38,629	-	114,858	153,487	165,549	154,514	154,514	-	(11,035)	1,027	99%
8292 Title II	5,121	-	-	5,121	20,627	20,484	20,484	-	(143)	15,363	25%
8294 Title IV	2,884	-	2,933	5,817	10,000	11,535	11,535	-	1,535	5,718	50%
8299 All Other Federal Revenue	-	-	5,060	430,342	542,207	542,207	542,207	-	-	111,865	79%
SUBTOTAL - Federal Revenue	61,519	25,702	117,817	630,320	943,188	876,023	876,023	-	(67,165)	245,703	72%
Other State Revenue											
8381 Special Education - Entitlement (State	24,683	24,683	24,683	153,841	284,625	284,625	284,625	-	-	130,784	54%
8382 SPED - Reimbursement (Mental Health)	-	-	-	-	18,840	7,200	7,200	-	(11,640)	7,200	0%
8520 Child Nutrition - State	822	2,145	-	2,967	10,823	6,494	6,494	-	(4,329)	3,527	46%
8545 School Facilities Apportionments	-	-	-	-	458,315	468,766	468,766	-	10,451	468,766	0%
8550 Mandated Cost Reimbursements	-	7,678	-	7,678	7,678	7,678	7,678	-	-	0	100%
8560 State Lottery Revenue	-	-	25,520	25,520	94,654	93,702	93,702	-	(951)	68,182	27%
8590 All Other State Revenue	-	-	-	40,664	40,664	40,664	40,664	-	-	-	100%
8596 ASES	-	-	-	-	133,169	133,169	133,169	-	-	133,169	0%
SUBTOTAL - Other State Revenue	25,505	34,506	50,203	230,670	1,048,768	1,042,299	1,042,299	-	(6,469)	811,629	22%
Local Revenue											
8634 Food Service Sales	-	-	-	-	9,500	-	-	-	(9,500)	-	
8636 Uniforms	-	-	-	-	12,000	6,000	6,000	-	(6,000)	6,000	0%
8660 Interest	-	-	-	-	2	2	2	-	-	2	0%
8699 All Other Local Revenue	-	37	-	1,354	-	1,317	1,317	-	1,317	(37)	103%
8781 All Other transfers from Districts or Charter Schools	-	-	-	-	129,789	129,789	129,789	-	-	129,789	0%
SUBTOTAL - Local Revenue	-	37	-	1,354	151,291	137,108	137,108	-	(14,183)	135,754	1%
Fundraising and Grants											
SUBTOTAL - Fundraising and Grants	-	-	-	-	-	-	-	-	-	-	
TOTAL REVENUE	495,066	362,763	704,358	3,008,093	6,891,592	6,784,282	6,784,282	-	(107,311)	3,776,189	44%
EXPENSES											
Compensation & Benefits											
Certificated Salaries											
1100 Teachers Salaries	101,725	97,276	104,825	711,887	1,204,600	1,210,600	1,210,600	-	(6,000)	498,713	59%
1300 Certificated Supervisor & Administrator Salaries	6,083	6,083	(6,083)	42,583	73,000	73,000	73,000	-	-	30,417	58%
1401 Bonuses & Extra Pay	-	-	-	-	45,375	45,375	45,375	-	-	45,375	0%
SUBTOTAL - Certificated Salaries	107,808	103,360	98,742	754,470	1,322,975	1,328,975	1,328,975	-	(6,000)	574,505	57%
Classified Salaries											
2100 Classified Instructional Aide Salaries	22,767	22,742	22,367	173,674	265,400	265,400	289,400	(24,000)	(24,000)	115,726	60%
2103 Classified - Special Ed	8,733	8,733	4,058	56,958	104,800	104,800	104,800	-	-	47,842	54%
2300 Classified Supervisor & Administrator Salaries	7,750	7,750	5,723	52,223	93,000	93,000	93,000	-	-	40,777	56%
2400 Classified Clerical & Office Salaries	9,031	8,760	7,868	61,686	89,380	89,380	100,380	(11,000)	(11,000)	38,694	61%
2905 Other Classified - After School	9,991	10,139	10,574	73,321	110,300	128,960	128,960	-	(18,660)	55,639	57%
SUBTOTAL - Classified Salaries	58,272	58,125	50,590	417,862	662,880	681,540	716,540	(35,000)	(53,660)	298,678	58%
Employee Benefits											
3300 OASDI-Medicare-Alternative	12,444	12,235	11,383	88,244	151,661	153,547	156,225	(2,678)	(4,564)	67,981	56%
3400 Health & Welfare Benefits	15,362	18,170	17,923	131,967	207,200	212,800	212,800	-	(5,600)	80,833	62%
3500 Unemployment Insurance	110	78	6,213	9,054	18,907	19,418	19,418	-	(511)	10,364	47%
3600 Workers Comp Insurance	1,922	1,922	1,922	23,409	25,813	26,133	26,588	(455)	(775)	3,179	88%
3900 Other Employee Benefits	1,276	1,209	2,341	10,610	20,345	47,298	47,298	-	(26,953)	36,688	22%

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As of Jan FY2021

Actual				YTD	Budget									
								Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent			
				Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast							
				Nov	Dec	Jan								
SUBTOTAL - Employee Benefits				31,114	33,614	39,781	263,285	423,925	459,197	462,329	(3,132)	(38,404)	199,044	57%
Books & Supplies														
4100	Approved Textbooks & Core Curricula Materials			-	-	-	14,961	30,000	30,000	30,000	-	-	15,039	50%
4200	Books & Other Reference Materials			-	2,626	-	2,626	990	3,500	3,500	-	(2,510)	874	75%
4320	Educational Software			-	112	-	8,657	10,000	10,000	10,000	-	-	1,343	87%
4325	Instructional Materials & Supplies			-	227	511	17,586	22,664	22,664	22,664	-	-	5,077	78%
4326	Art & Music Supplies			-	-	53	53	293	293	293	-	-	240	18%
4330	Office Supplies			714	14,869	2,397	30,809	24,436	30,000	30,809	(809)	(6,372)	-	100%
4335	PE Supplies			-	-	-	-	990	990	990	-	-	990	0%
4345	Non Instructional Student Materials & Supplies			-	23	-	4,614	972	5,100	5,100	-	(4,128)	486	90%
4350	Uniforms			1,173	-	-	5,594	55,621	55,621	55,621	-	-	50,027	10%
4410	Classroom Furniture, Equipment & Supplies			-	-	-	-	2,304	2,304	2,304	-	-	2,304	0%
4420	Computers: individual items less than \$5k			-	414	4,543	6,795	8,413	148,756	148,756	-	(140,342)	141,960	5%
4430	Non Classroom Related Furniture, Equipment & Supplies			-	-	-	-	7,925	7,925	7,925	-	-	7,925	0%
4710	Student Food Services			5,290	8,042	2,666	23,994	141,068	84,641	84,641	-	56,427	60,647	28%
4720	Other Food			162	289	-	484	17,001	17,001	17,001	-	-	16,517	3%
SUBTOTAL - Books and Supplies				7,339	26,603	10,170	116,174	322,678	418,794	419,603	(809)	(96,925)	303,429	28%
Services & Other Operating Expenses														
5210	Conference Fees			-	-	461	461	1,665	1,665	1,665	-	-	1,204	28%
5220	Travel and Lodging			-	-	-	-	12,051	12,051	12,051	-	-	12,051	0%
5305	Dues & Membership - Professional			-	-	3,513	3,528	1,918	1,918	3,528	(1,610)	(1,610)	-	100%
5400	Insurance			3,213	3,213	3,213	38,869	43,704	58,458	58,458	-	(14,754)	19,589	66%
5515	Janitorial, Gardening Services & Supplies			474	3,720	290	5,586	11,472	11,472	11,472	-	-	5,886	49%
5520	Security			-	33	-	138	16,306	16,306	16,306	-	-	16,168	1%
5535	Utilities - All Utilities			31,397	19,647	6,151	98,598	196,355	196,355	196,355	-	-	97,757	50%
5600	Rentals, Leases, & Repairs			1,526	1,526	1,526	10,679	19,512	19,512	19,512	-	-	8,833	55%
5610	Rent			101,726	101,726	82,080	794,162	1,226,815	1,226,815	1,226,815	-	-	432,653	65%
5615	Repairs and Maintenance - Building			5	450	-	1,886	6,120	6,120	6,120	-	-	4,234	31%
5631	Deferred Rent			-	-	47,926	47,926	-	48,828	48,828	-	(48,828)	902	98%
5803	Accounting Fees			-	-	-	2,333	14,885	14,885	14,885	-	-	12,551	16%
5809	Banking Fees			-	-	-	-	1,090	1,090	1,090	-	-	1,090	0%
5815	Consultants - Instructional			-	-	-	1,500	40,000	40,000	40,000	-	-	38,500	4%
5820	Consultants - Non Instructional - Custom 1			1,850	2,092	2,151	10,099	25,000	25,000	25,000	-	-	14,901	40%
5824	District Oversight Fees			3,976	-	7,952	19,881	48,908	47,289	47,289	-	1,619	27,407	42%
5828	LLM Funds Contingency			-	-	-	-	453,958	-	-	-	453,958	-	-
5833	Fines and Penalties			8	-	-	38	3,602	3,602	3,602	-	-	3,564	1%
5836	Fingerprinting			-	-	-	289	1,945	1,945	1,950	(5)	(5)	1,661	15%
5845	Legal Fees			-	-	-	-	20,538	-	-	-	20,538	-	-
5848	Licenses and Other Fees			4	3	155	3,482	3,443	3,443	3,482	(40)	(40)	-	100%
5851	Marketing and Student Recruiting			-	344	344	1,031	1,490	1,490	1,490	-	-	459	69%
5852	CAM Fees			19,646	19,525	19,525	150,041	316,053	316,053	316,053	-	-	166,012	47%
5857	Payroll Fees			227	218	226	1,527	13,141	2,500	2,500	-	10,641	973	61%
5858	CMO Fees Expense			-	-	-	-	674,030	664,717	664,717	-	9,313	664,717	0%
5860	Printing and Reproduction			-	-	-	-	956	956	956	-	-	956	0%
5861	Prior Yr Exp (not accrued)			-	-	-	5,332	-	5,332	5,332	-	(5,332)	-	100%
5863	Professional Development			488	-	-	973	20,000	20,000	20,000	-	-	19,027	5%
5866	Special Ed Admin and other fees			-	-	-	-	16,411	16,411	16,411	-	-	16,411	0%
5869	Special Education Contract Instructors			-	-	179,768	248,463	326,374	570,684	570,684	-	(244,310)	322,221	44%
5874	Sports			-	-	-	-	5,771	5,771	5,771	-	-	5,771	0%
5875	Staff Recruiting			-	-	-	12,000	19,348	19,348	19,348	-	-	7,348	62%
5877	Student Activities			-	-	-	-	10,923	10,923	10,923	-	-	10,923	0%
5878	Student Assessment			-	-	-	3,397	170,684	10,684	10,684	-	160,000	7,287	32%

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		Actual			YTD	Budget						
									Previous Forecast vs. Current	Approved Budget v2 vs. Current	Current Forecast Remaining	% Current Forecast Spent
		Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast	Forecast	Forecast		
5880	Student Health Services	-	-	-	-	7,643	7,643	7,643	-	-	7,643	0%
5881	Student Information System	1,066	-	1,066	6,277	6,081	6,081	6,277	(195)	(195)	-	100%
5887	Technology Services	38	8,408	1,787	22,964	24,990	28,000	28,000	-	(3,010)	5,036	82%
5893	Transportation - Student	-	-	-	-	10,648	10,648	10,648	-	-	10,648	0%
5900	Communications	2,135	2,190	1,766	12,450	25,090	25,090	25,090	-	-	12,640	50%
5915	Postage and Delivery	8	19	-	241	922	922	922	-	-	681	26%
SUBTOTAL - Services & Other Operating Exp.		167,787	163,112	359,901	1,504,153	3,799,842	3,460,007	3,461,857	(1,851)	337,984	1,957,704	43%
Capital Outlay & Depreciation												
6900	Depreciation	-	-	101,878	101,878	183,476	174,658	174,658	-	8,818	72,780	58%
SUBTOTAL - Capital Outlay & Depreciation		-	-	101,878	101,878	183,476	174,658	174,658	-	8,818	72,780	58%
Other Outflows												
7438	Long term debt - Interest	4,861	4,678	4,805	33,749	67,538	67,538	67,538	-	-	33,788	50%
SUBTOTAL - Other Outflows		4,861	4,678	4,805	33,749	67,538	67,538	67,538	-	-	33,788	50%
TOTAL EXPENSES		377,182	389,491	665,867	3,191,571	6,783,313	6,590,708	6,631,500	(40,792)	151,814	3,439,928	48%

DCA
Income Statement
As of Jan FY2021

Actual				YTD	Budget									
								Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent			
				Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast							
				Nov	Dec	Jan								
SUMMARY														
Revenue														
LCFF Entitlement				276,496	276,496	340,691	1,566,856	3,232,868	3,235,626	3,235,626	-	2,758	1,668,770	48%
Federal Revenue				30,368	73,057	8,491	382,067	527,530	516,366	515,743	(623)	(11,787)	133,676	74%
Other State Revenues				22,883	17,680	163,711	285,812	814,989	817,660	814,360	(3,300)	(629)	528,548	35%
Local Revenues				-	717	190	907	10,100	3,500	3,500	-	(6,600)	2,593	26%
Fundraising and Grants				-	-	-	-	-	-	-	-	-	-	-
Total Revenue				329,747	367,950	513,083	2,235,642	4,585,487	4,573,152	4,569,229	(3,923)	(16,258)	2,333,587	49%
Expenses														
Compensation and Benefits				204,854	203,946	205,675	1,425,571	2,497,409	2,481,826	2,503,045	(21,219)	(5,636)	1,077,474	57%
Books and Supplies				4,399	30,574	9,823	83,466	183,499	265,604	265,604	-	(82,104)	182,138	31%
Services and Other Operating Expenditures				57,640	79,975	155,180	635,183	1,825,610	1,632,654	1,634,521	(1,867)	191,088	999,338	39%
Depreciation				-	-	10,115	10,115	-	17,477	17,477	-	(17,477)	7,362	58%
Other Outflows				-	-	-	-	-	-	-	-	-	-	-
Total Expenses				266,893	314,495	380,793	2,154,335	4,506,518	4,397,561	4,420,647	(23,086)	85,871	2,266,312	49%
Operating Income				62,854	53,455	132,290	81,307	78,969	175,591	148,582	(27,009)	69,613	67,275	
Fund Balance														
Beginning Balance (Audited)								2,880,746	2,880,746	2,834,641				
Operating Income								78,969	175,591	148,582				
Ending Fund Balance								2,959,715	3,056,337	2,983,223				
Fund Balance as a % of Expenses								66%	70%	67%				
KEY ASSUMPTIONS														
Enrollment Summary														
4-6								110	110	110	-	-		
7-8								220	220	220	-	-		
Total Enrolled								330	330	330	-	-		
ADA %														
4-6								98.9%	98.9%	98.9%	0.0%	0.0%		
7-8								96.2%	96.2%	96.2%	0.0%	0.0%		
Average ADA %								97.1%	97.1%	97.1%	0.0%	0.0%		
ADA														
4-6								108.83	108.83	108.83	-	-		
7-8								211.58	211.58	211.58	-	-		
Total ADA								320.41	320.41	320.41	-	-		
REVENUE														
LCFF Entitlement														
8011	Charter Schools General Purpose Entitlement - State Aid	212,014	212,014	212,014	1,083,628	2,362,763	2,365,521	2,365,521	-	2,758	1,281,893	46%		
8012	Education Protection Account Entitlement	-	-	16,020	32,041	64,082	64,082	64,082	-	-	32,041	50%		
8096	Charter Schools in Lieu of Property Taxes	64,482	64,482	112,657	451,187	806,023	806,023	806,023	-	-	354,836	56%		
SUBTOTAL - LCFF Entitlement		276,496	276,496	340,691	1,566,856	3,232,868	3,235,626	3,235,626	-	2,758	1,668,770	48%		
Federal Revenue														
8181	Special Education - Entitlement	-	-	-	-	40,750	40,750	40,750	-	-	40,750	0%		
8220	Child Nutrition Programs	1,307	3,692	-	4,999	37,927	22,756	22,756	-	(15,171)	17,757	22%		

DCA
Income Statement
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Actual				YTD	Budget							
								Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent	
					Approved Budget v2	Previous Forecast	Current Forecast					
				Actual YTD								
				Nov	Dec	Jan						
8291	Title I	23,324	69,365	-	92,689	88,750	93,295	92,672	(623)	3,922	(17)	100%
8292	Title II	3,237	-	3,353	6,590	13,484	12,946	12,946	-	(538)	6,356	51%
8294	Title IV	2,500	-	2,500	5,000	10,000	10,000	10,000	-	-	5,000	50%
8299	All Other Federal Revenue	-	-	2,638	272,789	336,619	336,619	336,619	-	-	63,830	81%
SUBTOTAL - Federal Revenue		30,368	73,057	8,491	382,067	527,530	516,366	515,743	(623)	(11,787)	133,676	74%
Other State Revenue												
8381	Special Education - Entitlement (State	17,372	17,372	30,353	119,143	200,256	200,256	200,256	-	-	81,113	59%
8382	SPED - Reimbursement (Mental Health)	-	-	-	-	12,540	9,600	6,300	(3,300)	(6,240)	6,300	0%
8520	Child Nutrition - State	109	308	-	417	2,683	1,610	1,610	-	(1,073)	1,192	26%
8545	School Facilities Apportionments	-	-	-	-	322,461	329,814	329,814	-	7,353	329,814	0%
8550	Mandated Cost Reimbursements	5,402	-	-	5,402	5,402	5,402	5,402	-	-	0	100%
8560	State Lottery Revenue	-	-	17,945	17,945	66,596	65,927	65,927	-	(669)	47,982	27%
8590	All Other State Revenue	-	-	-	27,492	27,492	27,492	27,492	-	-	-	100%
8596	ASES	-	-	115,413	115,413	177,559	177,559	177,559	-	-	62,146	65%
SUBTOTAL - Other State Revenue		22,883	17,680	163,711	285,812	814,989	817,660	814,360	(3,300)	(629)	528,548	35%
Local Revenue												
8634	Food Service Sales	-	-	-	-	5,100	-	-	-	(5,100)	-	
8636	Uniforms	-	-	-	-	5,000	2,500	2,500	-	(2,500)	2,500	0%
8699	All Other Local Revenue	-	717	190	907	-	1,000	1,000	-	1,000	93	91%
SUBTOTAL - Local Revenue		-	717	190	907	10,100	3,500	3,500	-	(6,600)	2,593	26%
Fundraising and Grants												
SUBTOTAL - Fundraising and Grants		-	-	-	-	-	-	-	-	-	-	
TOTAL REVENUE		329,747	367,950	513,083	2,235,642	4,585,487	4,573,152	4,569,229	(3,923)	(16,258)	2,333,587	49%
EXPENSES												
Compensation & Benefits												
Certificated Salaries												
1100	Teachers Salaries	86,792	87,792	81,692	582,536	1,003,300	1,040,988	1,030,988	10,000	(27,688)	448,452	57%
1300	Certificated Supervisor & Administrator Salaries	18,692	18,692	18,692	130,442	221,900	221,900	221,900	-	-	91,458	59%
1401	Bonuses & Extra Pay	-	-	-	-	31,720	31,720	31,720	-	-	31,720	0%
SUBTOTAL - Certificated Salaries		105,483	106,483	100,383	712,977	1,256,920	1,294,608	1,284,608	10,000	(27,688)	571,631	56%
Classified Salaries												
2100	Classified Instructional Aide Salaries	26,210	25,444	26,330	185,363	389,840	341,840	337,173	4,667	52,667	151,811	55%
2103	Classified - Special Ed	4,000	4,000	4,000	28,000	48,000	48,000	48,000	-	-	20,000	58%
2300	Classified Supervisor & Administrator Salaries	6,467	6,467	6,467	45,267	77,520	77,520	77,520	-	-	32,253	58%
2400	Classified Clerical & Office Salaries	15,446	14,910	15,950	102,813	133,524	133,524	165,924	(32,400)	(32,400)	63,111	62%
2905	Other Classified - After School	14,569	12,337	12,899	84,727	139,550	139,550	139,550	-	-	54,823	61%
SUBTOTAL - Classified Salaries		66,691	63,158	65,646	446,170	788,434	740,434	768,167	(27,733)	20,267	321,998	58%
Employee Benefits												
3300	OASDI-Medicare-Alternative	12,901	12,640	12,659	87,361	156,470	155,681	157,037	(1,357)	(568)	69,676	56%
3400	Health & Welfare Benefits	15,290	17,576	15,085	123,000	212,800	208,600	210,000	(1,400)	2,800	87,000	59%
3500	Unemployment Insurance	114	85	6,704	9,361	19,418	19,418	19,661	(243)	(243)	10,300	48%
3600	Workers Comp Insurance	1,922	1,922	1,921	29,336	26,586	26,452	26,683	(231)	(96)	(2,654)	110%
3900	Other Employee Benefits	2,453	2,082	3,276	17,365	36,781	36,632	36,888	(255)	(107)	19,523	47%
SUBTOTAL - Employee Benefits		32,679	34,305	39,646	266,423	452,055	446,783	450,269	(3,486)	1,786	183,846	59%

DCA
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		Actual			YTD	Budget						
		Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
Books & Supplies												
4100	Approved Textbooks & Core Curricula Materials	-	-	3,192	4,037	40,000	40,000	40,000	-	-	35,963	10%
4200	Books & Other Reference Materials	-	475	-	475	1,239	1,239	1,239	-	-	764	38%
4320	Educational Software	-	3,960	-	8,089	12,000	12,000	12,000	-	-	3,911	67%
4325	Instructional Materials & Supplies	252	2,087	159	11,848	18,163	18,163	18,163	-	-	6,314	65%
4326	Art & Music Supplies	-	7,191	-	7,799	1,148	8,000	8,000	-	(6,852)	201	97%
4330	Office Supplies	1,156	2,507	72	5,616	27,691	27,691	27,691	-	-	22,075	20%
4335	PE Supplies	-	-	-	-	510	510	510	-	-	510	0%
4345	Non Instructional Student Materials & Supplies	-	5,668	37	9,298	4,542	10,000	10,000	-	(5,458)	702	93%
4350	Uniforms	-	-	-	4,233	155	4,233	4,233	-	(4,079)	-	100%
4410	Classroom Furniture, Equipment & Supplies	-	1,311	2,714	4,025	1,097	1,500	1,500	-	(403)	(2,525)	268%
4420	Computers: individual items less than \$5k	-	96	2,714	10,052	4,205	89,918	89,918	-	(85,712)	79,866	11%
4430	Non Classroom Related Furniture, Equipment & Supplies	-	1,898	-	4,206	10,681	10,681	10,681	-	-	6,474	39%
4710	Student Food Services	2,990	5,382	920	13,665	51,000	30,600	30,600	-	20,400	16,935	45%
4720	Other Food	-	-	14	122	11,070	11,070	11,070	-	-	10,948	1%
SUBTOTAL - Books and Supplies		4,399	30,574	9,823	83,466	183,499	265,604	265,604	-	(82,104)	182,138	31%
Services & Other Operating Expenses												
5210	Conference Fees	-	-	-	-	1,069	1,069	1,069	-	-	1,069	0%
5220	Travel and Lodging	-	-	-	-	7,880	7,880	7,880	-	-	7,880	0%
5305	Dues & Membership - Professional	-	-	3,513	3,513	1,254	1,254	3,513	(2,259)	(2,259)	-	100%
5400	Insurance	3,766	3,766	3,766	27,029	30,291	31,465	31,465	-	(1,174)	4,436	86%
5515	Janitorial, Gardening Services & Supplies	-	575	-	909	6,504	6,504	6,504	-	-	5,596	14%
5520	Security	-	-	693	2,079	3,953	3,953	3,953	-	-	1,874	53%
5535	Utilities - All Utilities	3,587	4,984	1,193	16,046	61,815	61,815	61,815	-	-	45,769	26%
5600	Rentals, Leases, & Repairs	1,526	1,526	1,526	10,846	19,512	19,512	19,512	-	-	8,667	56%
5610	Rent	39,600	39,600	39,600	315,600	473,388	473,388	473,388	-	-	157,788	67%
5615	Repairs and Maintenance - Building	1,661	273	835	8,050	25,704	25,704	25,704	-	-	17,654	31%
5631	Deferred Rent	-	-	(7,200)	(7,200)	-	(13,200)	(13,200)	-	13,200	(6,000)	55%
5803	Accounting Fees	-	-	-	2,333	9,893	9,893	9,893	-	-	7,560	24%
5809	Banking Fees	-	-	-	-	724	724	724	-	-	724	0%
5815	Consultants - Instructional	280	440	-	2,320	20,000	20,000	20,000	-	-	17,680	12%
5820	Consultants - Non Instructional - Custom 1	3,030	3,661	4,843	25,134	30,900	30,900	30,900	-	-	5,766	81%
5824	District Oversight Fees	-	-	-	-	33,299	32,356	32,356	-	942	32,356	0%
5828	LLM Funds Contingency	-	-	-	-	288,980	-	-	-	288,980	-	-
5833	Fines and Penalties	8	-	-	152	2,394	2,394	2,394	-	-	2,243	6%
5836	Fingerprinting	-	175	84	990	1,635	1,635	1,635	-	-	645	61%
5845	Legal Fees	-	-	6,000	6,000	1,107	-	-	-	1,107	(6,000)	-
5848	Licenses and Other Fees	4	13,167	154	13,627	30,244	30,244	30,244	-	-	16,617	45%
5851	Marketing and Student Recruiting	-	344	344	1,031	1,675	1,675	1,675	-	-	644	62%
5857	Payroll Fees	227	215	219	1,435	12,039	3,000	3,000	-	9,039	1,565	48%
5858	CMO Fees Expense	-	-	-	-	457,539	456,965	456,573	392	966	456,573	0%
5860	Printing and Reproduction	-	-	-	-	735	735	735	-	-	735	0%
5861	Prior Yr Exp (not accrued)	-	-	-	805	-	1,972	1,972	-	(1,972)	1,167	41%
5863	Professional Development	-	-	6,400	7,515	21,012	21,012	21,012	-	-	13,497	36%
5866	Special Ed Admin and other fees	-	-	-	-	10,907	10,907	10,907	-	-	10,907	0%
5869	Special Education Contract Instructors	-	-	88,210	147,017	152,000	294,034	294,034	-	(142,034)	147,017	50%
5874	Sports	-	-	-	-	7,671	7,671	7,671	-	-	7,671	0%
5875	Staff Recruiting	117	-	-	1,405	533	1,405	1,405	-	(872)	-	100%
5877	Student Activities	-	2,400	-	5,893	11,367	11,367	11,367	-	-	5,474	52%
5878	Student Assessment	-	-	-	3,397	6,639	6,639	6,639	-	-	3,242	51%
5880	Student Health Services	-	-	-	-	2,338	2,338	2,338	-	-	2,338	0%
5881	Student Information System	1,066	-	1,066	6,070	5,665	5,665	5,665	-	-	(405)	107%
5887	Technology Services	437	6,837	2,216	21,107	25,500	27,000	27,000	-	(1,500)	5,893	78%

DCA
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As of Jan FY2021

		Actual			YTD	Budget						
									Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
		Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast				
5893	Transportation - Student	-	-	-	-	7,077	7,077	7,077	-	-	7,077	0%
5900	Communications	2,000	1,996	1,628	11,633	52,019	25,200	25,200	-	26,819	13,567	46%
5915	Postage and Delivery	332	18	90	446	347	500	500	-	(153)	54	89%
SUBTOTAL - Services & Other Operating Exp.		57,640	79,975	155,180	635,183	1,825,610	1,632,654	1,634,521	(1,867)	191,088	999,338	39%
Capital Outlay & Depreciation												
6900	Depreciation	-	-	10,115	10,115	-	17,477	17,477	-	(17,477)	7,362	58%
SUBTOTAL - Capital Outlay & Depreciation		-	-	10,115	10,115	-	17,477	17,477	-	(17,477)	7,362	58%
Other Outflows												
SUBTOTAL - Other Outflows		-	-	-	-	-	-	-	-	-	-	
TOTAL EXPENSES		266,893	314,495	380,793	2,154,335	4,506,518	4,397,561	4,420,647	(23,086)	85,871	2,266,312	49%

HOME-100
Income Statement
As of Jan FY2021

	Actual			YTD	Budget						
	Nov	Dec	Jan		Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
SUMMARY											
Revenue											
LCFF Entitlement	-	-	-	-	-	-	-	-	-	-	-
Federal Revenue	-	-	-	-	-	-	-	-	-	-	-
Other State Revenues	-	-	-	3,200	-	-	-	-	-	(3,200)	-
Local Revenues	2,554	6,241	2,604	68,803	3,091,330	3,117,088	3,122,102	5,014	30,772	3,053,299	2%
Fundraising and Grants	79	-	-	112	5,000	5,100	5,100	-	100	4,988	2%
Total Revenue	2,634	6,241	2,604	72,115	3,096,330	3,122,188	3,127,202	5,014	30,872	3,055,087	2%
Expenses											
Compensation and Benefits	104,996	162,675	114,126	806,915	1,339,975	1,263,734	1,275,718	(11,984)	64,257	468,803	63%
Books and Supplies	590	1,696	3,049	10,961	36,600	36,600	36,600	-	-	25,639	30%
Services and Other Operating Expenditures	179,162	290,899	296,743	1,533,064	1,600,822	2,468,326	2,468,326	-	(867,504)	935,262	62%
Depreciation	-	-	140,357	140,357	366,161	240,610	240,610	-	125,551	100,253	58%
Other Outflows	6,631	6,827	6,874	37,262	139,249	139,249	139,249	-	-	101,987	27%
Total Expenses	291,379	462,096	561,149	2,528,560	3,482,807	4,148,519	4,160,503	(11,984)	(677,696)	1,631,944	61%
Operating Income	(288,745)	(455,855)	(558,545)	(2,456,445)	(386,477)	(1,026,331)	(1,033,301)	(6,971)	(646,824)	1,423,143	
Fund Balance											
Beginning Balance (Audited)					(7,369,864)	(7,369,864)	(8,273,483)				
Operating Income					(386,477)	(1,026,331)	(1,033,301)				
Ending Fund Balance					(7,756,341)	(8,396,195)	(9,306,784)				
Fund Balance as a % of Expenses					-223%	-202%	-224%				
KEY ASSUMPTIONS											
Enrollment Summary											
Total Enrolled					-	-	-	-	-		
ADA %											
Average ADA %											
ADA											
Total ADA					-	-	-	-	-		
REVENUE											
LCFF Entitlement											
SUBTOTAL - LCFF Entitlement	-	-	-	-	-	-	-	-	-	-	
Federal Revenue											
SUBTOTAL - Federal Revenue	-	-	-	-	-	-	-	-	-	-	
Other State Revenue											
8590 All Other State Revenue	-	-	-	3,200	-	-	-	-	-	(3,200)	
SUBTOTAL - Other State Revenue	-	-	-	3,200	-	-	-	-	-	(3,200)	
Local Revenue											
8650 Leases and Rentals	-	2,250	2,250	11,250	5,500	10,000	20,250	10,250	14,750	9,000	56%
8660 Interest	4	4	4	31	188	188	188	-	-	157	16%
8699 All Other Local Revenue	2,550	3,987	350	52,474	-	53,000	53,000	-	53,000	526	99%
8721 CMO Fees Revenue	-	-	-	-	3,085,642	3,053,900	3,048,664	(5,236)	(36,978)	3,048,664	0%

HOME-100
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		Actual			YTD	Budget						
		Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
8999	Uncategorized Revenue	-	-	-	5,048	-	-	-	-	-	(5,048)	
	SUBTOTAL - Local Revenue	2,554	6,241	2,604	68,803	3,091,330	3,117,088	3,122,102	5,014	30,772	3,053,299	2%
Fundraising and Grants												
8802	Donations - Private	79	-	-	79	-	100	100	-	100	21	79%
8803	Fundraising	-	-	-	33	5,000	5,000	5,000	-	-	4,967	1%
	SUBTOTAL - Fundraising and Grants	79	-	-	112	5,000	5,100	5,100	-	100	4,988	2%
TOTAL REVENUE												
		2,634	6,241	2,604	72,115	3,096,330	3,122,188	3,127,202	5,014	30,872	3,055,087	2%
EXPENSES												
Compensation & Benefits												
Certificated Salaries												
1401	Bonuses & Extra Pay	10,769	46,667	-	57,436	-	-	-	-	-	(57,436)	
	SUBTOTAL - Certificated Salaries	10,769	50,715	-	57,436	-	-	-	-	-	(57,436)	
Classified Salaries												
2300	Classified Supervisor & Administrator Salaries	73,542	87,739	85,140	576,527	1,049,980	983,411	983,411	-	66,569	406,884	59%
2400	Classified Clerical & Office Salaries	6,667	6,667	6,667	57,467	80,000	80,000	91,000	(11,000)	(11,000)	33,533	63%
	SUBTOTAL - Classified Salaries	80,208	94,405	91,807	633,994	1,129,980	1,063,411	1,074,411	(11,000)	55,569	440,417	59%
Employee Benefits												
3300	OASDI-Medicare-Alternative	6,817	10,611	7,000	51,365	84,131	79,038	79,880	(842)	4,251	28,515	64%
3400	Health & Welfare Benefits	3,764	3,450	7,548	38,491	72,800	69,533	69,533	-	3,267	31,042	55%
3500	Unemployment Insurance	60	75	3,707	5,422	6,643	7,154	7,154	-	(511)	1,732	76%
3600	Workers Comp Insurance	1,922	1,922	1,922	9,608	14,688	13,823	13,966	(143)	722	4,358	69%
3900	Other Employee Benefits	1,457	1,497	2,143	10,600	31,733	30,775	30,775	-	959	20,175	34%
	SUBTOTAL - Employee Benefits	14,019	17,554	22,319	115,485	209,995	200,323	201,307	(984)	8,688	85,822	57%
Books & Supplies												
4330	Office Supplies	456	1,323	2,640	7,136	13,905	13,905	13,905	-	-	6,769	51%
4345	Non Instructional Student Materials & Supplies	-	-	-	-	641	641	641	-	-	641	0%
4420	Computers: individual items less than \$5k	-	-	-	2,549	15,000	15,000	15,000	-	-	12,451	17%
4430	Non Classroom Related Furniture, Equipment & Supplies	-	251	-	251	363	363	363	-	-	112	69%
4720	Other Food	134	122	409	1,025	6,690	6,690	6,690	-	-	5,665	15%
	SUBTOTAL - Books and Supplies	590	1,696	3,049	10,961	36,600	36,600	36,600	-	-	25,639	30%
Services & Other Operating Expenses												
5210	Conference Fees	-	50	-	185	6,820	6,820	6,820	-	-	6,635	3%
5220	Travel and Lodging	249	17	-	1,348	25,750	25,750	25,750	-	-	24,402	5%
5305	Dues & Membership - Professional	-	530	-	530	2,149	2,149	2,149	-	-	1,619	25%
5400	Insurance	3,581	3,581	3,581	18,983	85,252	30,307	30,307	-	54,945	11,324	63%
5515	Janitorial, Gardening Services & Supplies	-	88	-	1,320	2,065	2,065	2,065	-	-	745	64%
5520	Security	-	-	693	2,079	3,953	3,953	3,953	-	-	1,874	53%
5535	Utilities - All Utilities	1,814	2,369	795	9,167	29,092	29,092	29,092	-	-	19,925	32%
5610	Rent	54,199	74,199	64,199	512,791	774,447	774,447	774,447	-	-	261,656	66%
5615	Repairs and Maintenance - Building	831	429	885	7,767	30,600	30,600	30,600	-	-	22,833	25%
5631	Deferred Rent	-	-	155,125	155,125	-	258,317	258,317	-	(258,317)	103,192	60%
5803	Accounting Fees	-	-	10,437	10,437	-	-	-	-	-	(10,437)	
5809	Banking Fees	295	310	291	1,858	515	2,000	2,000	-	(1,485)	142	93%
5812	Business Services	21,875	21,875	21,875	153,125	262,500	262,500	262,500	-	-	109,375	58%
5820	Consultants - Non Instructional - Custom 1	26,209	51,387	13,959	283,447	146,350	396,569	396,569	-	(250,219)	113,122	71%

HOME-100
Income Statement
As of Jan FY2021

		Actual			YTD	Budget						
		Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
5833	Fines and Penalties	-	426	324	3,711	5,000	11,500	11,500	-	(6,500)	7,789	32%
5836	Fingerprinting	-	-	-	285	1,500	1,500	1,500	-	-	1,215	19%
5845	Legal Fees	59,803	103,034	17,118	277,011	97,895	500,000	500,000	-	(402,105)	222,989	55%
5848	Licenses and Other Fees	109	8,850	15	19,656	17,510	20,000	20,000	-	(2,490)	344	98%
5851	Marketing and Student Recruiting	-	-	-	-	2,808	2,808	2,808	-	-	2,808	0%
5852	CAM Fees	5,266	5,339	5,339	42,533	67,285	67,285	67,285	-	-	24,752	63%
5857	Payroll Fees	118	182	123	1,535	2,826	2,826	2,826	-	-	1,292	54%
5860	Printing and Reproduction	-	-	-	-	1,432	1,432	1,432	-	-	1,432	0%
5861	Prior Yr Exp (not accrued	-	-	-	(26)	10,000	7,058	7,058	-	2,943	7,083	0%
5863	Professional Development	-	850	-	4,165	9,270	9,270	9,270	-	-	5,105	45%
5875	Staff Recruiting	-	-	-	53	1,063	1,063	1,063	-	-	1,010	5%
5877	Student Activities	-	-	-	31	-	-	-	-	-	(31)	
5887	Technology Services	3,695	16,899	741	21,528	7,725	12,000	12,000	-	(4,275)	(9,528)	179%
5900	Communications	186	201	192	1,127	2,467	2,467	2,467	-	-	1,340	46%
5915	Postage and Delivery	932	282	1,050	3,293	4,548	4,548	4,548	-	-	1,255	72%
SUBTOTAL - Services & Other Operating Exp.		179,162	290,899	296,743	1,533,064	1,600,822	2,468,326	2,468,326	-	(867,504)	935,262	62%
Capital Outlay & Depreciation												
6900	Depreciation	-	-	140,357	140,357	366,161	240,610	240,610	-	125,551	100,253	58%
SUBTOTAL - Capital Outlay & Depreciation		-	-	140,357	140,357	366,161	240,610	240,610	-	125,551	100,253	58%
Other Outflows												
7438	Long term debt - Interest	6,631	5,938	6,874	45,490	139,249	139,249	139,249	-	-	93,759	33%
7999	Uncategorized Expense	-	889	-	(8,228)	-	-	-	-	-	8,228	
SUBTOTAL - Other Outflows		6,631	6,827	6,874	37,262	139,249	139,249	139,249	-	-	101,987	27%
TOTAL EXPENSES		291,379	462,096	561,149	2,528,560	3,482,807	4,148,519	4,160,503	(11,984)	(677,696)	1,631,944	61%

JHHS
Income Statement
As of Jan FY2021

Actual				YTD	Budget								
								Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent		
Nov Dec Jan				Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast						
SUMMARY													
Revenue													
LCFF Entitlement	243,539	243,539	258,558	1,274,792	3,630,705	3,623,632	3,623,632	-	(7,073)	2,348,840	35%		
Federal Revenue	32,446	-	60,126	378,764	602,301	580,542	580,542	-	(21,759)	201,778	65%		
Other State Revenues	11,475	30,358	33,063	140,251	619,358	615,409	615,409	-	(3,949)	475,158	23%		
Local Revenues	-	-	714	1,014	94,609	90,909	90,909	-	(3,700)	89,895	1%		
Fundraising and Grants	-	-	-	15,000	-	15,000	15,000	-	15,000	-	100%		
Total Revenue	287,460	273,897	352,461	1,809,821	4,946,974	4,925,493	4,925,493	-	(21,481)	3,115,672	37%		
Expenses													
Compensation and Benefits	182,043	189,002	188,825	1,326,485	2,282,067	2,295,030	2,351,271	(56,240)	(69,203)	1,024,786	56%		
Books and Supplies	11,078	21,805	13,168	153,375	196,879	301,166	311,166	(10,000)	(114,287)	157,791	49%		
Services and Other Operating Expenditures	75,149	75,618	177,086	717,536	2,004,465	1,803,735	1,806,101	(2,365)	198,364	1,088,564	40%		
Depreciation	-	-	37,583	37,583	61,221	64,428	64,428	-	(3,207)	26,845	58%		
Other Outflows	2,980	2,866	2,942	20,703	39,798	39,798	39,798	-	-	19,095	52%		
Total Expenses	271,251	289,291	419,604	2,255,682	4,584,430	4,504,158	4,572,763	(68,606)	11,667	2,317,081	49%		
Operating Income				16,209	(15,394)	(67,143)	(445,861)	362,543	421,335	352,730	(68,606)	(9,814)	798,590
Fund Balance													
Beginning Balance (Audited)								365,807	365,807	189,097			
Operating Income								362,543	421,335	352,730			
Ending Fund Balance								728,350	787,142	541,827			
Fund Balance as a % of Expenses								16%	17%	12%			
KEY ASSUMPTIONS													
Enrollment Summary													
9-12					304	304	304	-	-				
Total Enrolled					304	304	304	-	-				
ADA %													
9-12					98.8%	98.8%	98.8%	0.0%	0.0%				
Average ADA %					98.8%	98.8%	98.8%	0.0%	0.0%				
ADA													
9-12					300.38	300.38	300.38	-	-				
Total ADA					300.38	300.38	300.38	-	-				
REVENUE													
LCFF Entitlement													
8011	Charter Schools General Purpose Entitlement - State Aid	243,539	243,539	243,539	1,244,754	3,570,629	3,563,556	3,563,556	-	(7,073)	2,318,802	35%	
8012	Education Protection Account Entitlement	-	-	15,019	30,038	60,076	60,076	60,076	-	-	30,038	50%	
SUBTOTAL - LCFF Entitlement		243,539	243,539	258,558	1,274,792	3,630,705	3,623,632	3,623,632	-	(7,073)	2,348,840	35%	
Federal Revenue													
8181	Special Education - Entitlement	-	-	-	-	41,000	41,000	41,000	-	-	41,000	0%	
8220	Child Nutrition Programs	-	-	-	-	45,767	27,460	27,460	-	(18,307)	27,460	0%	
8291	Title I	26,443	-	57,136	83,579	108,615	105,771	105,771	-	(2,844)	22,192	79%	
8292	Title II	3,503	-	-	3,503	14,618	14,010	14,010	-	(608)	10,507	25%	
8294	Title IV	2,500	-	-	2,500	10,000	10,000	10,000	-	-	7,500	25%	
8299	All Other Federal Revenue	-	-	2,990	289,182	382,301	382,301	382,301	-	-	93,119	76%	

JHHS
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As of Jan FY2021

Actual			YTD	Budget						
Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
SUBTOTAL - Federal Revenue			378,764	602,301	580,542	580,542	-	(21,759)	201,778	65%
Other State Revenue										
8319 Other State Apportionments - Prior Years	-	(32)	(32)	-	-	-	-	-	32	
8381 Special Education - Entitlement (State	16,279	16,279	83,204	187,738	187,738	187,738	-	-	104,534	44%
8382 SPED - Reimbursement (Mental Health)	(4,804)	-	(4,804)	18,480	9,600	9,600	-	(8,880)	14,404	-50%
8520 Child Nutrition - State	-	-	-	3,338	2,003	2,003	-	(1,335)	2,003	0%
8545 School Facilities Apportionments	-	-	-	302,302	309,196	309,196	-	6,894	309,196	0%
8550 Mandated Cost Reimbursements	-	14,079	14,079	14,079	14,079	14,079	-	-	(0)	100%
8560 State Lottery Revenue	-	16,817	16,817	62,433	61,806	61,806	-	(627)	44,989	27%
8590 All Other State Revenue	-	-	30,988	30,988	30,988	30,988	-	-	-	100%
SUBTOTAL - Other State Revenue			140,251	619,358	615,409	615,409	-	(3,949)	475,158	23%
Local Revenue										
8634 Food Service Sales	-	-	-	4,000	-	-	-	(4,000)	-	
8636 Uniforms	-	-	-	5,000	5,000	5,000	-	-	5,000	0%
8660 Interest	-	-	-	1	1	1	-	-	1	0%
8699 All Other Local Revenue	-	714	1,014	-	300	300	-	300	(714)	338%
8781 All Other transfers from Districts or Charter Schools	-	-	-	85,608	85,608	85,608	-	-	85,608	0%
SUBTOTAL - Local Revenue			1,014	94,609	90,909	90,909	-	(3,700)	89,895	1%
Fundraising and Grants										
8802 Donations - Private	-	-	15,000	-	15,000	15,000	-	15,000	-	100%
SUBTOTAL - Fundraising and Grants			15,000	-	15,000	15,000	-	15,000	-	100%
TOTAL REVENUE			1,809,821	4,946,974	4,925,493	4,925,493	-	(21,481)	3,115,672	37%
EXPENSES										
Compensation & Benefits										
Certificated Salaries										
1100 Teachers Salaries	91,908	91,575	636,294	1,102,000	1,157,715	1,157,715	-	(55,715)	521,421	55%
1300 Certificated Supervisor & Administrator Salaries	29,167	29,167	204,819	350,000	350,000	350,000	-	-	145,181	59%
1401 Bonuses & Extra Pay	-	-	-	29,879	29,879	29,879	-	-	29,879	0%
SUBTOTAL - Certificated Salaries			841,113	1,481,879	1,537,594	1,537,594	-	(55,715)	696,481	55%
Classified Salaries										
2100 Classified Instructional Aide Salaries	13,033	13,033	110,467	214,400	156,400	176,400	(20,000)	38,000	65,933	63%
2103 Classified - Special Ed	4,108	4,108	28,758	49,300	49,300	49,300	-	-	20,542	58%
2400 Classified Clerical & Office Salaries	16,861	18,295	114,637	164,320	174,040	202,480	(28,440)	(38,160)	87,843	57%
SUBTOTAL - Classified Salaries			253,862	428,020	379,740	428,180	(48,440)	(160)	174,318	59%
Employee Benefits										
3300 OASDI-Medicare-Alternative	11,620	11,637	82,401	146,107	146,676	150,382	(3,706)	(4,274)	67,981	55%
3400 Health & Welfare Benefits	11,410	17,095	106,127	159,600	163,333	166,133	(2,800)	(6,533)	60,006	64%
3500 Unemployment Insurance	102	78	8,827	14,564	15,586	15,841	(256)	(1,278)	7,014	56%
3600 Workers Comp Insurance	1,922	1,922	20,661	24,826	24,922	25,552	(630)	(726)	4,891	81%
3900 Other Employee Benefits	1,912	2,091	13,494	27,072	27,179	27,589	(410)	(517)	14,095	49%
SUBTOTAL - Employee Benefits			231,510	372,169	377,696	385,497	(7,800)	(13,328)	153,987	60%
Books & Supplies										
4100 Approved Textbooks & Core Curricula Materials	4,082	4,183	61,466	40,000	60,000	70,000	(10,000)	(30,000)	8,534	88%
4200 Books & Other Reference Materials	498	36	535	682	682	682	-	-	148	78%

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		Actual			YTD	Budget						
		Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
4320	Educational Software	1,175	12	1,662	10,629	10,000	10,000	10,000	-	-	(629)	106%
4325	Instructional Materials & Supplies	-	-	-	5,630	10,225	10,225	10,225	-	-	4,596	55%
4326	Art & Music Supplies	-	-	-	2,530	553	2,530	2,530	-	(1,978)	-	100%
4330	Office Supplies	3,483	6,408	137	15,637	20,000	20,000	20,000	-	-	4,363	78%
4335	PE Supplies	-	-	-	-	3,479	3,479	3,479	-	-	3,479	0%
4345	Non Instructional Student Materials & Supplies	-	-	-	3,688	231	4,000	4,000	-	(3,769)	312	92%
4350	Uniforms	-	2,816	1,691	14,365	20,000	20,000	20,000	-	-	5,635	72%
4410	Classroom Furniture, Equipment & Supplies	-	-	-	-	2,967	2,967	2,967	-	-	2,967	0%
4420	Computers: individual items less than \$5k	-	1,585	4,543	24,453	15,000	114,716	114,716	-	(99,716)	90,263	21%
4430	Non Classroom Related Furniture, Equipment & Supplies	-	251	-	251	540	540	540	-	-	288	47%
4710	Student Food Services	1,840	5,854	2,666	13,468	52,939	31,763	31,763	-	21,176	18,296	42%
4720	Other Food	-	660	-	724	20,263	20,263	20,263	-	-	19,539	4%
SUBTOTAL - Books and Supplies		11,078	21,805	13,168	153,375	196,879	301,166	311,166	(10,000)	(114,287)	157,791	49%
Services & Other Operating Expenses												
5210	Conference Fees	-	-	-	175	1,192	1,192	1,192	-	-	1,017	15%
5220	Travel and Lodging	-	-	-	-	7,828	7,828	7,828	-	-	7,828	0%
5305	Dues & Membership - Professional	-	-	3,513	3,693	1,328	1,328	3,693	(2,365)	(2,365)	-	100%
5400	Insurance	3,213	3,213	3,213	34,405	22,881	49,530	49,530	-	(26,649)	15,125	69%
5515	Janitorial, Gardening Services & Supplies	781	241	1,375	2,850	9,164	9,164	9,164	-	-	6,314	31%
5520	Security	1,406	-	100	2,736	10,000	10,000	10,000	-	-	7,264	27%
5535	Utilities - All Utilities	4,950	5,160	4,590	22,191	82,659	82,659	82,659	-	-	60,468	27%
5600	Rentals, Leases, & Repairs	1,526	1,526	1,526	10,679	19,512	19,512	19,512	-	-	8,833	55%
5610	Rent	41,698	41,698	41,698	333,587	502,883	502,883	502,883	-	-	169,296	66%
5615	Repairs and Maintenance - Building	65	-	-	213	6,120	6,120	6,120	-	-	5,907	3%
5631	Deferred Rent	-	-	40,113	40,113	-	66,602	66,602	-	(66,602)	26,489	60%
5803	Accounting Fees	-	-	-	2,333	9,984	9,984	9,984	-	-	7,650	23%
5809	Banking Fees	-	-	-	-	731	731	731	-	-	731	0%
5815	Consultants - Instructional	182	1,790	-	7,426	20,000	20,000	20,000	-	-	12,574	37%
5820	Consultants - Non Instructional - Custom 1	156	358	2,203	7,674	15,000	15,000	15,000	-	-	7,326	51%
5824	District Oversight Fees	3,030	-	6,060	15,150	37,396	36,236	36,236	-	1,160	21,086	42%
5828	LLM Funds Contingency	-	-	-	-	329,140	-	-	-	329,140	-	-
5833	Fines and Penalties	8	-	-	8	2,416	2,416	2,416	-	-	2,408	0%
5836	Fingerprinting	-	-	-	458	1,650	1,650	1,650	-	-	1,192	28%
5845	Legal Fees	-	-	-	-	2,194	-	-	-	2,194	-	-
5848	Licenses and Other Fees	7	283	1	401	8,563	8,563	8,563	-	-	8,162	5%
5851	Marketing and Student Recruiting	-	344	344	1,031	1,690	1,690	1,690	-	-	659	61%
5852	CAM Fees	7,899	8,009	8,009	59,700	100,927	100,927	100,927	-	-	41,227	59%
5857	Payroll Fees	210	203	215	2,035	12,283	3,500	3,500	-	8,783	1,465	58%
5858	CMO Fees Expense	-	-	-	-	485,236	481,958	481,958	-	3,278	481,958	0%
5860	Printing and Reproduction	-	-	-	-	5,694	5,694	5,694	-	-	5,694	0%
5861	Prior Yr Exp (not accrued)	-	-	-	806	-	1,972	1,972	-	(1,972)	1,166	41%
5863	Professional Development	5,958	-	252	22,721	10,000	22,469	22,469	-	(12,469)	(252)	101%
5866	Special Ed Admin and other fees	-	-	-	-	11,007	11,007	11,007	-	-	11,007	0%
5869	Special Education Contract Instructors	-	-	58,077	95,999	200,000	220,658	220,658	-	(20,658)	124,658	44%
5874	Sports	-	-	-	82	15,000	15,000	15,000	-	-	14,918	1%
5875	Staff Recruiting	70	-	-	100	-	-	-	-	-	(100)	-
5877	Student Activities	152	2,735	1,037	4,751	15,000	15,000	15,000	-	-	10,249	32%
5878	Student Assessment	450	-	-	4,050	2,659	4,050	4,050	-	(1,391)	-	100%
5880	Student Health Services	-	-	-	-	3,383	3,383	3,383	-	-	3,383	0%
5881	Student Information System	1,066	-	1,066	6,095	4,943	5,028	5,028	-	(85)	(1,066)	121%
5887	Technology Services	38	6,108	1,787	18,923	10,000	24,000	24,000	-	(14,000)	5,077	79%
5893	Transportation - Student	-	-	-	-	2,000	2,000	2,000	-	-	2,000	0%
5900	Communications	2,275	2,291	1,906	12,498	24,000	24,000	24,000	-	-	11,502	52%

JHHS
Income Statement
As of Jan FY2021

		Actual			YTD	Budget						
									Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
		Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast				
5915	Postage and Delivery	8	1,660	-	4,651	10,000	10,000	10,000	-	-	5,349	47%
SUBTOTAL - Services & Other Operating Exp.		75,149	75,618	177,086	717,536	2,004,465	1,803,735	1,806,101	(2,365)	198,364	1,088,564	40%
Capital Outlay & Depreciation												
6900	Depreciation	-	-	37,583	37,583	61,221	64,428	64,428	-	(3,207)	26,845	58%
SUBTOTAL - Capital Outlay & Depreciation		-	-	37,583	37,583	61,221	64,428	64,428	-	(3,207)	26,845	58%
Other Outflows												
7438	Long term debt - Interest	2,980	2,866	2,942	20,703	39,798	39,798	39,798	-	-	19,095	52%
SUBTOTAL - Other Outflows		2,980	2,866	2,942	20,703	39,798	39,798	39,798	-	-	19,095	52%
TOTAL EXPENSES		271,251	289,291	419,604	2,255,682	4,584,430	4,504,158	4,572,763	(68,606)	11,667	2,317,081	49%

OCA
Income Statement
As of Jan FY2021

Actual				YTD	Budget						
Nov	Dec	Jan		Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
SUMMARY											
Revenue											
LCFF Entitlement	174,616	174,616	241,371	1,129,032	2,479,409	2,471,041	2,471,041	-	(8,368)	1,342,009	46%
Federal Revenue	36,028	66,223	2,527	350,203	586,348	542,711	542,711	-	(43,636)	192,508	65%
Other State Revenues	17,352	13,519	128,845	221,125	619,451	623,648	620,828	(2,820)	1,378	399,703	36%
Local Revenues	-	-	-	-	2,501	-	-	-	(2,501)	-	-
Fundraising and Grants	-	-	-	-	6,000	6,000	6,000	-	-	6,000	0%
Total Revenue	227,996	254,358	372,743	1,700,360	3,693,708	3,643,401	3,640,581	(2,820)	(53,127)	1,940,221	47%
Expenses											
Compensation and Benefits	135,924	141,766	139,322	930,428	1,812,741	1,844,481	1,713,491	130,989	99,250	783,063	54%
Books and Supplies	5,859	5,978	10,587	33,100	161,375	204,280	204,280	-	(42,906)	171,180	16%
Services and Other Operating Expenditures	40,571	58,960	111,532	484,214	1,562,686	1,283,837	1,291,417	(7,580)	271,269	807,203	37%
Depreciation	-	-	70,931	70,931	118,147	121,601	121,601	-	(3,454)	50,670	58%
Other Outflows	1,411	1,359	1,421	9,809	13,870	13,870	13,870	-	-	4,061	71%
Total Expenses	183,765	208,063	333,793	1,528,481	3,668,819	3,468,069	3,344,660	123,410	324,159	1,816,178	46%
Operating Income	44,231	46,295	38,951	171,879	24,890	175,331	295,921	120,590	271,032	124,042	
Fund Balance											
Beginning Balance (Audited)					2,946,742	2,946,742	2,891,588				
Operating Income					24,890	175,331	295,921				
Ending Fund Balance					2,971,631	3,122,073	3,187,509				
Fund Balance as a % of Expenses					81%	90%	95%				
KEY ASSUMPTIONS											
Enrollment Summary											
4-6					90	90	90	-	-		
7-8					170	170	170	-	-		
Total Enrolled					260	260	260	-	-		
ADA %											
4-6					79.6%	79.6%	79.6%	0.0%	0.0%		
7-8					98.7%	98.7%	98.7%	0.0%	0.0%		
Average ADA %					92.1%	92.1%	92.1%	0.0%	0.0%		
ADA											
4-6					71.67	71.67	71.67	-	-		
7-8					167.71	167.71	167.71	-	-		
Total ADA					239.38	239.38	239.38	-	-		
REVENUE											
LCFF Entitlement											
8011 Charter Schools General Purpose Entitlement - State Aid	126,441	126,441	126,441	646,254	1,417,506	1,409,138	1,409,138	-	(8,368)	762,884	46%
8012 Education Protection Account Entitlement	-	-	114,930	229,860	459,719	459,719	459,719	-	-	229,859	50%
8096 Charter Schools in Lieu of Property Taxes	48,175	48,175	-	252,918	602,184	602,184	602,184	-	-	349,266	42%
SUBTOTAL - LCFF Entitlement	174,616	174,616	241,371	1,129,032	2,479,409	2,471,041	2,471,041	-	(8,368)	1,342,009	46%
Federal Revenue											
8181 Special Education - Entitlement	-	-	-	-	29,750	29,750	29,750	-	-	29,750	0%
8220 Child Nutrition Programs	4,014	6,446	-	10,460	58,857	35,314	35,314	-	(23,543)	24,854	30%

OCA
Income Statement
As of Jan FY2021

		Actual			YTD	Budget						
		Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
8291	Title I	29,411	59,777	-	89,188	137,182	117,644	117,644	-	(19,538)	28,456	76%
8292	Title II	-	-	-	-	11,832	11,277	11,277	-	(555)	11,277	0%
8294	Title IV	-	-	1,989	1,989	10,000	10,000	10,000	-	-	8,011	20%
8299	All Other Federal Revenue	-	-	3,141	248,566	338,726	338,726	338,726	-	-	90,160	73%
SUBTOTAL - Federal Revenue		36,028	66,223	2,527	350,203	586,348	542,711	542,711	-	(43,636)	192,508	65%
Other State Revenue												
8381	Special Education - Entitlement (State	12,981	12,981	-	66,348	149,613	149,613	149,613	-	-	83,265	44%
8382	SPED - Reimbursement (Mental Health)	-	-	-	-	7,920	14,400	11,580	(2,820)	3,660	11,580	0%
8520	Child Nutrition - State	335	538	-	873	4,455	2,673	2,673	-	(1,782)	1,800	33%
8545	School Facilities Apportionments	-	-	-	-	205,090	205,090	205,090	-	-	205,090	0%
8550	Mandated Cost Reimbursements	4,036	-	-	4,036	4,036	4,036	4,036	-	-	(0)	100%
8560	State Lottery Revenue	-	-	13,432	13,432	49,755	49,254	49,254	-	(500)	35,823	27%
8590	All Other State Revenue	-	-	-	21,023	21,023	21,023	21,023	-	-	-	100%
8596	ASES	-	-	115,413	115,413	177,559	177,559	177,559	-	-	62,146	65%
SUBTOTAL - Other State Revenue		17,352	13,519	128,845	221,125	619,451	623,648	620,828	(2,820)	1,378	399,703	36%
Local Revenue												
8634	Food Service Sales	-	-	-	-	2,500	-	-	-	(2,500)	-	
8660	Interest	-	-	-	-	1	-	-	-	(1)	-	
SUBTOTAL - Local Revenue		-	-	-	-	2,501	-	-	-	(2,501)	-	
Fundraising and Grants												
8802	Donations - Private	-	-	-	-	6,000	6,000	6,000	-	-	6,000	0%
SUBTOTAL - Fundraising and Grants		-	-	-	-	6,000	6,000	6,000	-	-	6,000	0%
TOTAL REVENUE		227,996	254,358	372,743	1,700,360	3,693,708	3,643,401	3,640,581	(2,820)	(53,127)	1,940,221	47%
EXPENSES												
Compensation & Benefits												
Certificated Salaries												
1100	Teachers Salaries	65,042	65,042	65,042	421,362	778,100	778,100	741,550	36,550	36,550	320,188	57%
1300	Certificated Supervisor & Administrator Salaries	11,250	11,250	11,250	79,050	135,000	135,000	135,000	-	-	55,950	59%
1401	Bonuses & Extra Pay	-	-	-	-	23,951	23,951	23,951	-	-	23,951	0%
SUBTOTAL - Certificated Salaries		76,292	76,292	76,292	500,412	937,051	937,051	900,501	36,550	36,550	400,089	56%
Classified Salaries												
2100	Classified Instructional Aide Salaries	12,308	12,308	12,308	86,699	147,700	147,700	147,700	-	-	61,001	59%
2103	Classified - Special Ed	4,100	4,100	4,100	28,700	49,200	49,200	49,200	-	-	20,500	58%
2400	Classified Clerical & Office Salaries	13,664	13,474	11,592	90,248	176,320	203,920	167,520	36,400	8,800	77,272	54%
2905	Other Classified - After School	7,451	12,174	8,469	60,017	176,680	177,832	139,750	38,082	36,930	79,733	43%
2999	Payroll Temporary Holding Account	-	1,188	-	1,188	-	-	-	-	-	(1,188)	
SUBTOTAL - Classified Salaries		37,523	43,245	36,470	266,851	549,900	578,652	504,170	74,482	45,730	237,319	53%
Employee Benefits												
3300	OASDI-Medicare-Alternative	8,528	8,907	8,598	57,985	113,752	115,951	107,457	8,494	6,294	49,472	54%
3400	Health & Welfare Benefits	10,842	10,645	10,176	76,182	168,000	168,000	147,000	21,000	21,000	70,818	52%
3500	Unemployment Insurance	75	60	4,553	6,373	15,330	15,330	14,308	1,022	1,022	7,935	45%
3600	Workers Comp Insurance	1,922	1,922	1,922	17,862	19,328	19,702	18,258	1,443	1,070	397	98%
3900	Other Employee Benefits	742	697	1,313	4,763	9,381	9,795	21,796	(12,002)	(12,416)	17,033	22%
SUBTOTAL - Employee Benefits		22,109	22,230	26,561	163,165	325,790	328,778	308,820	19,957	16,970	145,656	53%

OCA
Income Statement
As of Jan FY2021

		Actual			YTD	Budget						
		Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
Books & Supplies												
4100	Approved Textbooks & Core Curricula Materials	-	-	5,306	5,638	25,000	23,500	23,500	-	1,500	17,862	24%
4200	Books & Other Reference Materials	-	-	-	262	516	516	516	-	-	254	51%
4320	Educational Software	1,215	-	-	4,135	10,000	10,000	10,000	-	-	5,865	41%
4325	Instructional Materials & Supplies	-	-	-	480	10,000	10,000	10,000	-	-	9,520	5%
4326	Art & Music Supplies	-	-	-	-	6,397	6,397	6,397	-	-	6,397	0%
4330	Office Supplies	105	437	-	2,175	15,000	15,000	15,000	-	-	12,825	14%
4335	PE Supplies	-	-	-	817	516	817	817	-	(301)	-	100%
4345	Non Instructional Student Materials & Supplies	50	163	-	736	516	1,500	1,500	-	(984)	764	49%
4350	Uniforms	1,039	-	-	1,039	10,000	10,000	10,000	-	-	8,961	10%
4410	Classroom Furniture, Equipment & Supplies	-	-	-	-	1,111	1,111	1,111	-	-	1,111	0%
4420	Computers: individual items less than \$5k	-	96	2,375	3,079	516	72,639	72,639	-	(72,122)	69,560	4%
4430	Non Classroom Related Furniture, Equipment & Supplies	-	251	-	278	929	929	929	-	-	651	30%
4710	Student Food Services	3,450	5,003	2,891	13,909	72,504	43,502	43,502	-	29,002	29,593	32%
4720	Other Food	-	29	15	552	8,369	8,369	8,369	-	-	7,817	7%
SUBTOTAL - Books and Supplies		5,859	5,978	10,587	33,100	161,375	204,280	204,280	-	(42,906)	171,180	16%
Services & Other Operating Expenses												
5210	Conference Fees	-	-	-	-	1,088	1,088	1,088	-	-	1,088	0%
5220	Travel and Lodging	-	-	-	-	9,116	9,116	9,116	-	-	9,116	0%
5305	Dues & Membership - Professional	-	-	3,513	3,513	959	959	3,513	(2,554)	(2,554)	-	100%
5400	Insurance	3,213	3,213	3,213	35,402	20,968	51,524	51,524	-	(30,557)	16,122	69%
5515	Janitorial, Gardening Services & Supplies	300	343	150	943	9,524	9,524	9,524	-	-	8,581	10%
5520	Security	-	905	-	2,295	2,122	5,000	5,000	-	(2,878)	2,705	46%
5535	Utilities - All Utilities	3,239	2,677	1,300	10,984	72,782	72,782	72,782	-	-	61,798	15%
5600	Rentals, Leases, & Repairs	1,526	1,526	1,526	10,846	19,512	19,512	19,512	-	-	8,667	56%
5610	Rent	27,571	27,571	27,571	217,862	331,361	331,361	331,361	-	-	113,500	66%
5615	Repairs and Maintenance - Building	690	415	934	6,665	9,180	9,180	9,180	-	-	2,515	73%
5631	Deferred Rent	-	-	(9,342)	(9,342)	-	(17,946)	(17,946)	-	17,946	(8,604)	52%
5803	Accounting Fees	-	-	-	2,333	7,503	7,503	7,503	-	-	5,170	31%
5809	Banking Fees	-	-	-	-	549	549	549	-	-	549	0%
5815	Consultants - Instructional	-	-	-	-	15,000	15,000	15,000	-	-	15,000	0%
5820	Consultants - Non Instructional - Custom 1	471	1,420	2,151	9,440	20,000	20,000	20,000	-	-	10,560	47%
5824	District Oversight Fees	-	-	-	-	25,538	24,710	24,710	-	828	24,710	0%
5828	LLM Funds Contingency	-	-	-	-	251,294	-	-	-	251,294	-	-
5833	Fines and Penalties	8	-	-	1,785	1,816	1,816	1,816	-	-	30	98%
5836	Fingerprinting	-	156	-	413	2,060	2,060	2,060	-	-	1,647	20%
5845	Legal Fees	-	-	-	-	1,655	-	-	-	1,655	-	-
5848	Licenses and Other Fees	7	6,630	162	7,205	15,000	15,000	15,000	-	-	7,795	48%
5851	Marketing and Student Recruiting	68	344	344	1,099	1,574	1,574	1,574	-	-	475	70%
5857	Payroll Fees	155	157	158	1,012	11,658	2,400	2,400	-	9,258	1,388	42%
5858	CMO Fees Expense	-	-	-	-	368,521	363,740	363,458	282	5,063	363,458	0%
5860	Printing and Reproduction	-	-	-	-	1,776	1,776	1,776	-	-	1,776	0%
5861	Prior Yr Exp (not accrued)	-	-	-	805	-	1,972	1,972	-	(1,972)	1,167	41%
5863	Professional Development	-	-	6,000	6,485	5,000	5,000	6,485	(1,485)	(1,485)	-	100%
5866	Special Ed Admin and other fees	-	-	-	-	8,272	8,272	8,272	-	-	8,272	0%
5869	Special Education Contract Instructors	-	-	69,206	115,344	250,000	230,688	230,688	-	19,313	115,344	50%
5874	Sports	-	-	-	-	5,818	5,818	5,818	-	-	5,818	0%
5875	Staff Recruiting	-	-	-	12,000	9,575	12,000	12,000	-	(2,425)	-	100%
5877	Student Activities	-	2,800	-	3,223	8,621	8,621	8,621	-	-	5,398	37%
5878	Student Assessment	-	-	-	2,548	4,449	4,449	4,449	-	-	1,902	57%
5880	Student Health Services	-	-	-	-	2,554	2,554	2,554	-	-	2,554	0%
5881	Student Information System	1,066	-	1,066	5,935	5,150	5,150	5,935	(785)	(785)	-	100%
5887	Technology Services	38	8,743	1,787	23,038	12,000	20,000	23,038	(3,038)	(11,038)	-	100%

OCA
Income Statement
As of Jan FY2021

		Actual			YTD	Budget						
									Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
		Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast				
5893	Transportation - Student	-	-	-	-	5,367	5,367	5,367	-	-	5,367	0%
5900	Communications	2,000	1,996	1,628	11,633	45,000	25,200	25,200	-	19,800	13,567	46%
5915	Postage and Delivery	220	66	165	748	324	517	517	-	(193)	(231)	145%
SUBTOTAL - Services & Other Operating Exp.		40,571	58,960	111,532	484,214	1,562,686	1,283,837	1,291,417	(7,580)	271,269	807,203	37%
Capital Outlay & Depreciation												
6900	Depreciation	-	-	70,931	70,931	118,147	121,601	121,601	-	(3,454)	50,670	58%
SUBTOTAL - Capital Outlay & Depreciation		-	-	70,931	70,931	118,147	121,601	121,601	-	(3,454)	50,670	58%
Other Outflows												
7438	Long term debt - Interest	1,411	1,359	1,397	9,785	13,870	13,870	13,870	-	-	4,085	71%
7999	Uncategorized Expense	-	-	24	24	-	-	-	-	-	(24)	
SUBTOTAL - Other Outflows		1,411	1,359	1,421	9,809	13,870	13,870	13,870	-	-	4,061	71%
TOTAL EXPENSES		183,765	208,063	333,793	1,528,481	3,668,819	3,468,069	3,344,660	123,410	324,159	1,816,178	46%

RCA
Income Statement
As of Jan FY2021

Actual				YTD	Budget									
								Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent			
Nov Dec Jan				Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast							
SUMMARY														
Revenue														
LCFF Entitlement				175,289	117,672	352,854	1,143,823	2,499,273	2,495,229	2,495,229	-	(4,044)	1,351,406	46%
Federal Revenue				28,978	-	44,995	305,594	608,760	580,179	553,695	(26,483)	(55,064)	248,101	55%
Other State Revenues				13,477	17,669	25,602	120,046	637,119	641,179	635,599	(5,580)	(1,520)	515,553	19%
Local Revenues				-	-	152	188	103,936	98,936	98,936	-	(5,000)	98,748	0%
Fundraising and Grants				-	-	-	-	1,500	1,500	1,500	-	-	1,500	0%
Total Revenue				217,744	135,341	423,603	1,569,651	3,850,588	3,817,023	3,784,960	(32,063)	(65,629)	2,215,309	41%
Expenses														
Compensation and Benefits				90,787	106,851	111,870	690,707	1,250,977	1,305,199	1,199,999	105,200	50,978	509,292	58%
Books and Supplies				4,580	16,272	11,037	90,454	219,533	257,138	257,138	-	(37,604)	166,683	35%
Services and Other Operating Expenditures				118,975	121,569	188,661	969,295	2,254,727	2,070,811	2,070,536	275	184,191	1,101,241	47%
Depreciation				-	-	29,757	29,757	65,199	65,199	65,199	-	-	35,442	46%
Other Outflows				8,812	8,184	8,922	60,815	49,332	49,332	49,332	-	-	(11,482)	123%
Total Expenses				223,153	252,876	350,247	1,841,028	3,839,769	3,747,679	3,642,204	105,476	197,565	1,801,176	51%
Operating Income				(5,409)	(117,534)	73,356	(271,377)	10,820	69,344	142,756	73,412	131,936	414,133	
Fund Balance														
Beginning Balance (Audited)								804,516	804,516	656,905				
Operating Income								10,820	69,344	142,756				
Ending Fund Balance								815,336	873,860	799,661				
Fund Balance as a % of Expenses								21%	23%	22%				
KEY ASSUMPTIONS														
Enrollment Summary														
4-6								90	90	90	-	-		
7-8								180	180	180	-	-		
Total Enrolled								270	270	270	-	-		
ADA %														
4-6								94.4%	94.4%	94.4%	0.0%	0.0%		
7-8								91.0%	91.0%	91.0%	0.0%	0.0%		
Average ADA %								92.1%	92.1%	92.1%	0.0%	0.0%		
ADA														
4-6								84.93	84.93	84.93	-	-		
7-8								163.72	163.72	163.72	-	-		
Total ADA								248.65	248.65	248.65	-	-		
REVENUE														
LCFF Entitlement														
8011	Charter Schools General Purpose Entitlement - State Aid	117,672	117,672	117,672	601,437	1,299,267	1,295,223	1,295,223	-	(4,044)	693,786	46%		
8012	Education Protection Account Entitlement	-	-	119,948	239,897	479,794	479,794	479,794	-	-	239,897	50%		
8096	Charter Schools in Lieu of Property Taxes	57,617	-	115,234	302,489	720,212	720,212	720,212	-	-	417,723	42%		
SUBTOTAL - LCFF Entitlement		175,289	117,672	352,854	1,143,823	2,499,273	2,495,229	2,495,229	-	(4,044)	1,351,406	46%		
Federal Revenue														
8181	Special Education - Entitlement	-	-	-	-	33,375	33,375	33,375	-	-	33,375	0%		
8220	Child Nutrition Programs	-	-	-	-	70,985	42,591	42,591	-	(28,394)	42,591	0%		

RCA
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Actual				YTD	Budget						
					Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
Nov	Dec	Jan		Actual YTD							
8291 Title I	23,580	-	39,275	62,855	88,776	94,318	94,318	-	5,542	31,463	67%
8292 Title II	2,898	-	-	2,898	12,995	11,593	11,593	-	(1,402)	8,695	25%
8293 Title III	-	-	-	-	90,869	86,542	60,059	(26,483)	(30,810)	60,059	0%
8294 Title IV	2,500	-	2,500	5,000	10,000	10,000	10,000	-	-	5,000	50%
8299 All Other Federal Revenue	-	-	3,220	234,841	301,759	301,759	301,759	-	-	66,918	78%
SUBTOTAL - Federal Revenue	28,978	-	44,995	305,594	608,760	580,179	553,695	(26,483)	(55,064)	248,101	55%
Other State Revenue											
8319 Other State Apportionments - Prior Years	-	-	(1,844)	(1,844)	-	-	-	-	-	1,844	
8381 Special Education - Entitlement (State	13,477	13,477	13,477	82,359	155,406	155,406	155,406	-	-	73,047	53%
8382 SPED - Reimbursement (Mental Health)	-	-	-	-	15,840	16,800	11,220	(5,580)	(4,620)	11,220	0%
8520 Child Nutrition - State	-	-	-	-	5,219	3,131	3,131	-	(2,088)	3,131	0%
8545 School Facilities Apportionments	-	-	-	-	250,241	255,948	255,948	-	5,707	255,948	0%
8550 Mandated Cost Reimbursements	-	4,192	-	4,192	4,192	4,192	4,192	-	-	0	100%
8560 State Lottery Revenue	-	-	13,969	13,969	51,681	51,162	51,162	-	(519)	37,193	27%
8590 All Other State Revenue	-	-	-	21,370	21,370	21,370	21,370	-	-	-	100%
8596 ASES	-	-	-	-	133,169	133,169	133,169	-	-	133,169	0%
SUBTOTAL - Other State Revenue	13,477	17,669	25,602	120,046	637,119	641,179	635,599	(5,580)	(1,520)	515,553	19%
Local Revenue											
8634 Food Service Sales	-	-	-	-	5,000	-	-	-	(5,000)	-	
8636 Uniforms	-	-	-	-	2,069	2,069	2,069	-	-	2,069	0%
8660 Interest	-	-	-	-	2	2	2	-	-	2	0%
8699 All Other Local Revenue	-	-	152	188	26,000	26,000	26,000	-	-	25,812	1%
8781 All Other transfers from Districts or Charter Schools	-	-	-	-	70,865	70,865	70,865	-	-	70,865	0%
SUBTOTAL - Local Revenue	-	-	152	188	103,936	98,936	98,936	-	(5,000)	98,748	0%
Fundraising and Grants											
8802 Donations - Private	-	-	-	-	500	500	500	-	-	500	0%
8803 Fundraising	-	-	-	-	1,000	1,000	1,000	-	-	1,000	0%
SUBTOTAL - Fundraising and Grants	-	-	-	-	1,500	1,500	1,500	-	-	1,500	0%
TOTAL REVENUE	217,744	135,341	423,603	1,569,651	3,850,588	3,817,023	3,784,960	(32,063)	(65,629)	2,215,309	41%
EXPENSES											
Compensation & Benefits											
Certificated Salaries											
1100 Teachers Salaries	46,792	46,720	46,792	302,490	596,457	587,357	503,315	84,042	93,142	200,825	60%
1300 Certificated Supervisor & Administrator Salaries	6,083	6,083	18,250	48,614	73,000	73,000	73,000	-	-	24,386	67%
1401 Bonuses & Extra Pay	-	-	-	-	24,816	24,816	24,816	-	-	24,816	0%
SUBTOTAL - Certificated Salaries	52,875	52,803	65,042	351,104	694,272	685,172	601,131	84,042	93,142	250,026	58%
Classified Salaries											
2100 Classified Instructional Aide Salaries	8,108	13,787	11,875	77,763	91,100	140,100	140,100	-	(49,000)	62,337	56%
2400 Classified Clerical & Office Salaries	11,967	17,515	10,806	102,862	186,300	186,300	180,580	5,720	5,720	77,718	57%
2905 Other Classified - After School	4,383	4,383	4,383	35,850	52,600	52,600	57,717	(5,117)	(5,117)	21,867	62%
SUBTOTAL - Classified Salaries	24,459	35,686	27,065	216,474	330,000	379,000	378,397	603	(48,397)	161,922	57%
Employee Benefits											
3300 OASDI-Medicare-Alternative	5,795	6,593	7,026	42,322	78,100	81,152	74,677	6,475	3,423	32,355	57%
3400 Health & Welfare Benefits	5,141	9,146	6,522	53,671	109,200	112,000	101,267	10,733	7,933	47,596	53%
3500 Unemployment Insurance	51	44	3,536	4,785	9,965	10,476	9,709	767	256	4,924	49%

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		Actual			YTD	Budget					
		Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	% Current Forecast Spent
3600	Workers Comp Insurance	1,922	1,922	1,921	18,228	13,314	13,833	12,732	1,100	582	143%
3900	Other Employee Benefits	545	657	759	4,123	16,126	23,567	22,087	1,480	(5,961)	19%
SUBTOTAL - Employee Benefits		13,453	18,362	19,763	123,128	226,704	241,027	220,471	20,555	6,233	56%
Books & Supplies											
4100	Approved Textbooks & Core Curricula Materials	-	6,295	2,387	9,014	40,000	35,000	35,000	-	5,000	26%
4200	Books & Other Reference Materials	-	-	-	-	1,026	1,026	1,026	-	-	0%
4320	Educational Software	-	112	225	2,973	10,000	10,000	10,000	-	-	30%
4325	Instructional Materials & Supplies	-	227	631	11,176	16,338	16,338	16,338	-	-	68%
4326	Art & Music Supplies	-	-	-	-	513	513	513	-	-	0%
4330	Office Supplies	731	2,847	2,600	8,745	25,041	25,041	25,041	-	-	35%
4335	PE Supplies	-	-	-	-	513	513	513	-	-	0%
4345	Non Instructional Student Materials & Supplies	-	23	-	4,623	6,000	6,000	6,000	-	-	77%
4350	Uniforms	1,173	-	-	30,904	30,904	30,904	30,904	-	(904)	100%
4410	Classroom Furniture, Equipment & Supplies	-	-	-	133	2,999	2,999	2,999	-	-	4%
4420	Computers: individual items less than \$5k	-	96	2,375	5,811	513	73,178	73,178	-	(72,665)	8%
4430	Non Classroom Related Furniture, Equipment & Supplies	-	-	153	153	1,026	1,026	1,026	-	-	15%
4710	Student Food Services	2,530	6,317	2,666	16,093	77,412	46,447	46,447	-	30,965	35%
4720	Other Food	146	356	-	830	8,153	8,153	8,153	-	-	10%
SUBTOTAL - Books and Supplies		4,580	16,272	11,037	90,454	219,533	257,138	257,138	-	(37,604)	35%
Services & Other Operating Expenses											
5210	Conference Fees	-	-	-	-	1,026	1,026	1,026	-	-	0%
5220	Travel and Lodging	78	17	2	110	4,249	4,249	4,249	-	-	3%
5305	Dues & Membership - Professional	-	-	3,513	3,513	922	922	3,513	(2,591)	(2,591)	100%
5400	Insurance	3,213	3,213	3,213	30,210	20,968	41,141	41,141	-	(20,173)	73%
5515	Janitorial, Gardening Services & Supplies	-	3,666	290	3,956	2,593	5,000	5,000	-	(2,407)	79%
5520	Security	-	33	-	138	1,000	1,000	1,000	-	-	14%
5535	Utilities - All Utilities	27,172	17,719	7,713	82,960	175,836	175,836	175,836	-	-	47%
5600	Rentals, Leases, & Repairs	1,526	1,526	1,526	10,679	19,512	19,512	19,512	-	-	55%
5610	Rent	67,817	67,817	41,763	516,484	817,877	817,877	817,877	-	-	63%
5615	Repairs and Maintenance - Building	112	400	-	1,226	6,120	6,120	6,120	-	-	20%
5631	Deferred Rent	-	-	31,951	31,951	-	3,958	3,958	-	(3,958)	807%
5803	Accounting Fees	-	-	-	2,333	8,168	8,168	8,168	-	-	29%
5809	Banking Fees	-	-	-	-	598	598	598	-	-	0%
5815	Consultants - Instructional	-	3,939	1,515	5,454	30,000	30,000	30,000	-	-	18%
5820	Consultants - Non Instructional - Custom 1	78	365	2,151	5,749	10,000	10,000	10,000	-	-	57%
5824	District Oversight Fees	2,090	-	4,179	10,448	25,743	24,952	24,952	-	790	42%
5828	LLM Funds Contingency	-	-	-	-	176,785	-	-	-	176,785	-
5833	Fines and Penalties	8	-	-	8	1,977	1,977	1,977	-	-	0%
5836	Fingerprinting	-	-	-	114	1,350	1,350	1,350	-	-	8%
5845	Legal Fees	-	2,113	-	2,113	1,046	-	-	-	1,046	(2,113)
5848	Licenses and Other Fees	103	103	503	909	1,523	1,523	1,523	-	-	60%
5851	Marketing and Student Recruiting	-	344	344	1,031	1,574	1,574	1,574	-	-	66%
5852	CAM Fees	13,097	13,017	13,017	96,847	210,702	210,702	210,702	-	-	46%
5857	Payroll Fees	106	117	112	716	11,081	1,800	1,800	-	9,281	40%
5858	CMO Fees Expense	-	-	-	-	374,515	371,659	368,452	3,206	6,063	0%
5860	Printing and Reproduction	-	-	-	-	857	857	857	-	-	0%
5861	Prior Yr Exp (not accrued)	-	-	-	1,838	-	6,027	6,027	-	(6,027)	30%
5863	Professional Development	1,192	-	2,000	3,647	10,000	10,000	10,000	-	-	36%
5866	Special Ed Admin and other fees	-	-	-	-	9,006	9,006	9,006	-	-	0%
5869	Special Education Contract Instructors	-	-	71,245	118,742	256,206	237,484	237,484	-	18,722	50%
5874	Sports	-	-	-	-	1,000	1,000	1,000	-	-	0%
5875	Staff Recruiting	-	-	-	6,027	7,210	7,210	7,210	-	-	84%

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		Actual			YTD	Budget						
									Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
		Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast				
5877	Student Activities	-	-	-	-	4,236	4,236	4,236	-	-	4,236	0%
5878	Student Assessment	-	-	-	2,790	4,873	4,873	4,873	-	-	2,083	57%
5880	Student Health Services	-	-	-	-	6,180	6,180	6,180	-	-	6,180	0%
5881	Student Information System	1,066	-	1,066	6,005	5,665	5,665	6,005	(340)	(340)	-	100%
5887	Technology Services	237	6,108	1,802	17,067	18,000	18,000	18,000	-	-	933	95%
5893	Transportation - Student	-	-	-	-	5,843	5,843	5,843	-	-	5,843	0%
5900	Communications	1,078	1,074	696	6,091	20,000	13,000	13,000	-	7,000	6,909	47%
5915	Postage and Delivery	-	-	60	139	486	486	486	-	-	347	29%
SUBTOTAL - Services & Other Operating Exp.		118,975	121,569	188,661	969,295	2,254,727	2,070,811	2,070,536	275	184,191	1,101,241	47%
Capital Outlay & Depreciation												
6900	Depreciation	-	-	29,757	29,757	65,199	65,199	65,199	-	-	35,442	46%
SUBTOTAL - Capital Outlay & Depreciation		-	-	29,757	29,757	65,199	65,199	65,199	-	-	35,442	46%
Other Outflows												
7438	Long term debt - Interest	8,812	8,184	8,922	60,815	49,332	49,332	49,332	-	-	(11,482)	123%
SUBTOTAL - Other Outflows		8,812	8,184	8,922	60,815	49,332	49,332	49,332	-	-	(11,482)	123%
TOTAL EXPENSES		223,153	252,876	350,247	1,841,028	3,839,769	3,747,679	3,642,204	105,476	197,565	1,801,176	51%

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Actual				YTD	Budget						
Nov	Dec	Jan		Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
SUMMARY											
Revenue											
LCFF Entitlement	389,390	389,390	639,929	2,593,117	5,427,969	5,427,034	5,427,034	-	(935)	2,833,917	48%
Federal Revenue	39,299	92,260	20,876	623,072	940,652	882,596	883,262	666	(57,390)	260,190	71%
Other State Revenues	44,906	24,084	49,013	239,402	889,390	838,977	824,757	(14,220)	(64,633)	585,355	29%
Local Revenues	1,252	-	1,035	2,439	13,000	8,600	8,600	-	(4,400)	6,161	28%
Fundraising and Grants	-	-	-	-	5,500	5,500	5,500	-	-	5,500	0%
Total Revenue	474,847	505,734	710,854	3,458,031	7,276,511	7,162,707	7,149,153	(13,554)	(127,357)	3,691,123	48%
Expenses											
Compensation and Benefits	278,465	278,201	284,667	1,974,523	3,554,403	3,586,719	3,523,519	63,200	30,884	1,548,996	56%
Books and Supplies	9,800	12,113	8,537	87,742	317,603	423,631	423,631	-	(106,028)	335,889	21%
Services and Other Operating Expenditures	80,767	117,255	264,823	877,652	3,038,995	2,534,767	2,535,154	(388)	503,841	1,657,502	35%
Depreciation	-	-	76,636	76,636	56,163	131,367	131,367	-	(75,204)	54,731	58%
Other Outflows	-	-	-	-	9,032	9,032	9,032	-	-	9,032	0%
Total Expenses	369,032	407,568	634,663	3,016,553	6,976,196	6,685,516	6,622,703	62,813	353,493	3,606,150	46%
Operating Income	105,815	98,166	76,191	441,477	300,314	477,192	526,450	49,259	226,136	84,973	
Fund Balance											
Beginning Balance (Audited)					6,074,537	6,074,537	6,009,780				
Operating Income					300,314	477,192	526,450				
Ending Fund Balance					6,374,851	6,551,729	6,536,230				
Fund Balance as a % of Expenses					91%	98%	99%				
KEY ASSUMPTIONS											
Enrollment Summary											
9-12					470	470	470	-	-		
Total Enrolled					470	470	470	-	-		
ADA %											
9-12					94.5%	94.5%	94.5%	0.0%	0.0%		
Average ADA %					94.5%	94.5%	94.5%	0.0%	0.0%		
ADA											
9-12					444.25	444.25	444.25	-	-		
Total ADA					444.25	444.25	444.25	-	-		
REVENUE											
LCFF Entitlement											
8011 Charter Schools General Purpose Entitlement - State Aid	299,986	299,986	299,986	1,533,262	3,308,255	3,307,320	3,307,320	-	(935)	1,774,058	46%
8012 Education Protection Account Entitlement	-	-	250,539	501,079	1,002,158	1,002,158	1,002,158	-	-	501,079	50%
8096 Charter Schools in Lieu of Property Taxes	89,404	89,404	89,404	558,776	1,117,555	1,117,555	1,117,555	-	-	558,779	50%
SUBTOTAL - LCFF Entitlement	389,390	389,390	639,929	2,593,117	5,427,969	5,427,034	5,427,034	-	(935)	2,833,917	48%
Federal Revenue											
8181 Special Education - Entitlement	-	-	-	-	57,625	57,625	57,625	-	-	57,625	0%
8220 Child Nutrition Programs	-	-	-	-	141,475	84,885	84,885	-	(56,590)	84,885	0%
8291 Title I	34,683	92,260	-	126,943	139,144	138,732	138,732	-	(412)	11,789	92%
8292 Title II	4,616	-	14,515	19,131	19,719	18,465	19,131	666	(588)	-	100%
8294 Title IV	-	-	2,062	2,062	10,000	10,200	10,200	-	200	8,138	20%

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Actual				YTD	Budget						
					Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
Nov	Dec	Jan		Actual YTD							
8299 All Other Federal Revenue	-	-	4,299	474,936	572,689	572,689	572,689	-	-	97,753	83%
SUBTOTAL - Federal Revenue	39,299	92,260	20,876	623,072	940,652	882,596	883,262	666	(57,390)	260,190	71%
Other State Revenue											
8381 Special Education - Entitlement (State	24,084	24,084	24,084	147,180	277,656	277,656	277,656	-	-	130,476	53%
8382 SPED - Reimbursement (Mental Health)	-	-	-	-	58,080	28,800	14,580	(14,220)	(43,500)	14,580	0%
8520 Child Nutrition - State	-	-	-	-	10,239	6,143	6,143	-	(4,096)	6,143	0%
8545 School Facilities Apportionments	-	-	-	-	383,785	367,677	367,677	-	(16,109)	367,677	0%
8550 Mandated Cost Reimbursements	20,822	-	-	20,822	20,822	20,822	20,822	-	-	(0)	100%
8560 State Lottery Revenue	-	-	24,929	24,929	92,336	91,408	91,408	-	(928)	66,479	27%
8590 All Other State Revenue	-	-	-	46,471	46,471	46,471	46,471	-	-	-	100%
SUBTOTAL - Other State Revenue	44,906	24,084	49,013	239,402	889,390	838,977	824,757	(14,220)	(64,633)	585,355	29%
Local Revenue											
8634 Food Service Sales	(98)	-	-	(98)	6,000	-	-	-	(6,000)	98	
8636 Uniforms	-	-	-	-	7,000	7,000	7,000	-	-	7,000	0%
8699 All Other Local Revenue	1,350	-	1,035	2,538	-	1,600	1,600	-	1,600	(938)	159%
SUBTOTAL - Local Revenue	1,252	-	1,035	2,439	13,000	8,600	8,600	-	(4,400)	6,161	28%
Fundraising and Grants											
8803 Fundraising	-	-	-	-	5,500	5,500	5,500	-	-	5,500	0%
SUBTOTAL - Fundraising and Grants	-	-	-	-	5,500	5,500	5,500	-	-	5,500	0%
TOTAL REVENUE	474,847	505,734	710,854	3,458,031	7,276,511	7,162,707	7,149,153	(13,554)	(127,357)	3,691,123	48%
EXPENSES											
Compensation & Benefits											
Certificated Salaries											
1100 Teachers Salaries	140,825	139,948	140,425	965,564	1,731,300	1,731,300	1,731,300	-	-	765,736	56%
1300 Certificated Supervisor & Administrator Salaries	20,917	20,917	20,917	146,417	251,000	251,000	251,000	-	-	104,583	58%
1401 Bonuses & Extra Pay	-	-	-	-	44,259	44,259	44,259	-	-	44,259	0%
SUBTOTAL - Certificated Salaries	161,742	160,865	161,342	1,111,980	2,026,559	2,026,559	2,026,559	-	-	914,579	55%
Classified Salaries											
2100 Classified Instructional Aide Salaries	31,617	31,617	31,617	230,783	467,400	467,400	416,067	51,333	51,333	185,283	55%
2103 Classified - Special Ed	3,792	3,792	3,792	27,292	45,500	45,500	45,500	-	-	18,208	60%
2300 Classified Supervisor & Administrator Salaries	7,667	7,667	7,667	53,667	92,000	92,000	92,000	-	-	38,333	58%
2400 Classified Clerical & Office Salaries	27,876	27,174	25,219	182,458	328,440	328,440	328,440	-	-	145,982	56%
SUBTOTAL - Classified Salaries	70,951	70,249	68,294	494,200	933,340	933,340	882,007	51,333	51,333	387,807	56%
Employee Benefits											
3300 OASDI-Medicare-Alternative	17,436	17,221	17,509	120,886	226,432	226,432	222,505	3,927	3,927	101,619	54%
3400 Health & Welfare Benefits	22,910	24,656	21,830	176,055	268,800	268,800	262,267	6,533	6,533	86,211	67%
3500 Unemployment Insurance	154	116	9,272	13,018	24,528	24,528	24,528	-	-	11,510	53%
3600 Workers Comp Insurance	1,922	1,922	1,922	35,587	38,474	38,474	37,807	667	667	2,220	94%
3900 Other Employee Benefits	3,351	3,173	4,498	22,796	36,269	68,585	67,846	739	(31,577)	45,050	34%
SUBTOTAL - Employee Benefits	45,772	47,086	55,031	368,343	594,504	626,819	614,953	11,867	(20,449)	246,610	60%
Books & Supplies											
4100 Approved Textbooks & Core Curricula Materials	1,021	-	1,096	5,468	30,000	30,000	30,000	-	-	24,532	18%
4200 Books & Other Reference Materials	-	65	-	536	6,829	6,829	6,829	-	-	6,294	8%
4320 Educational Software	840	168	-	16,810	10,000	16,792	16,792	-	(6,792)	(17)	100%

OCHS
Income Statement
As of Jan FY2021

		Actual			YTD	Budget						
		Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
4325	Instructional Materials & Supplies	553	1,888	-	6,963	29,914	29,914	29,914	-	-	22,951	23%
4326	Art & Music Supplies	529	213	-	1,860	6,719	6,719	6,719	-	-	4,859	28%
4330	Office Supplies	494	675	-	10,470	25,112	25,112	25,112	-	-	14,642	42%
4335	PE Supplies	-	-	-	-	1,007	1,007	1,007	-	-	1,007	0%
4345	Non Instructional Student Materials & Supplies	-	-	-	11,978	5,806	11,978	11,978	-	(6,172)	-	100%
4350	Uniforms	-	-	730	972	11,811	11,811	11,811	-	-	10,839	8%
4410	Classroom Furniture, Equipment & Supplies	-	-	-	838	8,000	8,000	8,000	-	-	7,162	10%
4420	Computers: individual items less than \$5k	-	972	6,711	11,491	10,000	158,164	158,164	-	(148,164)	146,673	7%
4430	Non Classroom Related Furniture, Equipment & Supplies	-	251	-	251	11,503	11,503	11,503	-	-	11,251	2%
4710	Student Food Services	6,325	7,855	-	19,510	137,749	82,650	82,650	-	55,100	63,139	24%
4720	Other Food	39	26	-	595	23,153	23,153	23,153	-	-	22,558	3%
SUBTOTAL - Books and Supplies		9,800	12,113	8,537	87,742	317,603	423,631	423,631	-	(106,028)	335,889	21%
Services & Other Operating Expenses												
5210	Conference Fees	-	-	-	-	2,439	2,439	2,439	-	-	2,439	0%
5220	Travel and Lodging	-	-	-	-	10,094	10,094	10,094	-	-	10,094	0%
5305	Dues & Membership - Professional	-	-	3,513	3,513	1,770	1,770	3,513	(1,743)	(1,743)	-	100%
5400	Insurance	3,213	3,213	3,213	31,511	42,105	43,743	43,743	-	(1,638)	12,232	72%
5515	Janitorial, Gardening Services & Supplies	452	197	171	1,910	10,206	10,206	10,206	-	-	8,297	19%
5520	Security	162	1,675	-	10,710	60,000	60,000	60,000	-	-	49,290	18%
5535	Utilities - All Utilities	6,585	6,662	2,455	22,823	148,846	148,846	148,846	-	-	126,022	15%
5600	Rentals, Leases, & Repairs	1,526	1,526	1,526	11,178	24,868	24,868	24,868	-	-	13,690	45%
5610	Rent	57,272	57,272	57,272	405,814	682,601	634,903	634,903	-	47,699	229,089	64%
5615	Repairs and Maintenance - Building	40	341	-	381	9,180	9,180	9,180	-	-	8,799	4%
5631	Deferred Rent	-	-	70,874	70,874	-	84,094	84,094	-	(84,094)	13,221	84%
5803	Accounting Fees	-	-	-	2,333	14,613	14,613	14,613	-	-	12,279	16%
5809	Banking Fees	-	-	-	-	1,070	1,070	1,070	-	-	1,070	0%
5815	Consultants - Instructional	-	-	-	3,550	58,423	58,423	58,423	-	-	54,873	6%
5820	Consultants - Non Instructional - Custom 1	611	488	2,317	10,323	37,312	37,312	37,312	-	-	26,989	28%
5824	District Oversight Fees	-	-	-	-	55,908	54,270	54,270	-	1,638	54,270	0%
5828	LLM Funds Contingency	-	-	-	-	505,171	-	-	-	505,171	-	-
5833	Fines and Penalties	8	-	-	8	8,549	8,549	8,549	-	-	8,541	0%
5836	Fingerprinting	-	89	-	679	2,415	2,415	2,415	-	-	1,736	28%
5845	Legal Fees	-	5,553	-	5,579	3,061	-	-	-	3,061	(5,579)	-
5848	Licenses and Other Fees	119	1,406	4	3,486	9,968	9,968	9,968	-	-	6,481	35%
5851	Marketing and Student Recruiting	-	344	344	1,031	2,474	2,474	2,474	-	-	1,443	42%
5857	Payroll Fees	308	295	311	2,023	13,266	4,200	4,200	-	9,066	2,177	48%
5858	CMO Fees Expense	-	-	-	-	725,801	714,861	713,505	1,355	12,296	713,505	0%
5860	Printing and Reproduction	-	-	677	814	910	910	910	-	-	96	89%
5861	Prior Yr Exp (not accrued)	5,882	-	-	6,688	-	6,688	6,688	-	(6,688)	-	100%
5863	Professional Development	377	-	14,055	26,435	25,000	25,000	25,000	-	-	(1,435)	106%
5866	Special Ed Admin and other fees	-	-	-	-	16,111	16,111	16,111	-	-	16,111	0%
5869	Special Education Contract Instructors	-	-	104,471	171,987	362,769	369,548	369,548	-	(6,779)	197,561	47%
5874	Sports	-	-	-	-	45,325	45,325	45,325	-	-	45,325	0%
5875	Staff Recruiting	-	920	-	920	4,051	4,051	4,051	-	-	3,131	23%
5877	Student Activities	-	27,067	420	28,884	30,490	30,490	30,490	-	-	1,606	95%
5878	Student Assessment	-	-	-	4,200	6,727	6,727	6,727	-	-	2,527	62%
5880	Student Health Services	-	-	-	-	2,400	2,400	2,400	-	-	2,400	0%
5881	Student Information System	1,066	-	1,066	10,832	5,970	9,766	9,766	-	(3,796)	(1,066)	111%
5887	Technology Services	38	6,108	1,787	20,244	19,162	26,000	26,000	-	(6,838)	5,756	78%
5893	Transportation - Student	-	-	-	-	10,453	10,453	10,453	-	-	10,453	0%
5900	Communications	3,107	3,477	347	16,585	78,040	40,000	40,000	-	38,040	23,415	41%
5915	Postage and Delivery	-	622	-	2,336	1,446	3,000	3,000	-	(1,554)	664	78%
SUBTOTAL - Services & Other Operating Exp.		80,767	117,255	264,823	877,652	3,038,995	2,534,767	2,535,154	(388)	503,841	1,657,502	35%

OCHS
Income Statement
As of Jan FY2021

Actual			YTD	Budget						
Nov	Dec	Jan	Actual YTD	Approved Budget v2	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v2 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
Capital Outlay & Depreciation										
6900 Depreciation	-	-	76,636	56,163	131,367	131,367	-	(75,204)	54,731	58%
SUBTOTAL - Capital Outlay & Depreciation			76,636	56,163	131,367	131,367	-	(75,204)	54,731	58%
Other Outflows										
7438 Long term debt - Interest	-	-	-	9,032	9,032	9,032	-	-	9,032	0%
SUBTOTAL - Other Outflows			-	9,032	9,032	9,032	-	-	9,032	0%
TOTAL EXPENSES			369,032	407,568	634,663	3,016,553	6,976,196	6,685,516	6,622,703	62,813 353,493 3,606,150 46%

AMPS
Monthly Cash Forecast
As of Jan FY2021

	2020-21												
	Actuals & Forecast												
	Jul Actuals	Aug Actuals	Sep Actuals	Oct Actuals	Nov Actuals	Dec Actuals	Jan Actuals	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast	Forecast Remaining Balance
Beginning Cash	4,186,603 (4,058,066)	4,430,715	4,362,502	4,747,816	5,717,877	6,006,155	5,485,999	6,264,099	5,662,010	5,057,053	4,010,982	2,776,998	
REVENUE													
LCFF Entitlement	-	1,049,533	1,219,030	2,043,460	1,667,373	1,504,231	2,369,741	1,678,893	1,261,344	1,274,573	595,277	595,277	21,981,414
Federal Revenue	-	-	986,213	943,095	228,638	257,242	254,832	134,184	25,320	25,320	73,346	25,320	3,951,977
Other State Revenue	49,032	66,098	196,627	204,898	135,598	137,816	450,439	1,320,212	32,973	150,000	582,173	426	4,553,253
Other Local Revenue	4,724	10,265	32,347	11,873	3,806	6,995	4,695	152,572	7,064	7,064	7,064	3,055,728	3,461,156
Fundraising & Grants	-	33	-	15,000	79	-	-	2,387	2,383	2,383	2,386	2,383	33,100
TOTAL REVENUE	53,756	1,125,928	2,434,218	3,218,326	2,035,494	1,906,284	3,079,707	3,288,248	1,329,084	1,459,341	1,260,247	3,679,135	33,980,900
EXPENSES													
Certificated Salaries	504,172	654,646	617,511	623,319	636,044	671,259	622,542	784,026	641,462	641,462	641,462	641,462	7,679,368
Classified Salaries	386,293	394,870	431,523	368,990	372,106	400,305	375,325	403,541	404,729	404,729	404,729	404,729	4,751,872
Employee Benefits	212,907	203,133	218,971	268,510	186,113	205,975	235,731	294,094	221,873	204,737	204,737	188,054	2,643,647
Books & Supplies	10,183	99,680	118,490	121,864	43,645	115,040	66,370	800,069	149,490	126,320	128,325	138,029	1,918,021
Services & Other Operating Expenses	816,998	886,005	920,987	915,746	720,051	907,388	1,553,925	1,188,642	1,001,896	997,580	983,893	4,254,961	15,267,913
Capital Outlay & Depreciation	-	-	-	-	-	-	467,257	67,945	67,945	67,945	67,945	67,945	815,340
Other Outflows	24,365	25,836	24,062	14,502	24,696	23,913	24,965	23,355	33,607	33,391	33,174	32,955	318,819
TOTAL EXPENSES	1,954,918	2,264,169	2,331,544	2,312,930	1,982,654	2,323,880	3,346,115	3,561,672	2,521,002	2,476,165	2,464,266	5,728,136	33,394,980
Operating Cash Inflow (Outflow)	(1,901,162)	(1,138,241)	102,674	905,396	52,840	(417,596)	(266,409)	(273,424)	(1,191,917)	(1,016,824)	(1,204,019)	(2,049,001)	585,920
Revenues - Prior Year Accruals	2,863,456	1,139,360	224,888	144,747	223,309	22,622	18,038	248,179	615,992	-	-	23,550	-
Accounts Receivable - Current Year	-	-	-	-	-	-	-	267	-	-	-	-	-
Other Assets	451,269	-	-	-	-	(22,704)	-	-	-	-	-	-	-
Fixed Assets	-	-	-	-	-	-	464,258	70,944	67,945	67,945	67,945	67,945	-
Expenses - Prior Year Accruals	(36,755)	(43,704)	40,350	(1,178)	69,270	(12,639)	(49,302)	(38,773)	(45,242)	(45,242)	(45,242)	(45,242)	-
Accounts Payable - Current Year	(1,086,648)	19,100	63,754	(32,258)	(11,422)	(42,450)	373,239	(557,762)	-	-	-	-	-
Loans Payable (Long Term)	(46,049)	(44,728)	(46,352)	(46,646)	(45,718)	(47,390)	(45,473)	(44,970)	(45,185)	(45,401)	(45,618)	(45,836)	-
Other Liabilities	-	-	-	-	-	-	283,748	(6,550)	(6,550)	(6,550)	(7,050)	(7,050)	-
Ending Cash	4,430,715	4,362,502	4,747,816	5,717,877	6,006,155	5,485,999	6,264,099	5,662,010	5,057,053	4,010,982	2,776,998	721,364	

Coversheet

Winter NWEA Data

Section:	IV. Business
Item:	G. Winter NWEA Data
Purpose:	Discuss
Submitted by:	
Related Material:	NWEA Winter Data (Middle Schools).pptx NWEA Winter Data (High Schools).pptx NWEA Winter Data (Elementary School).pptx

NWEA Winter Data

AMPS Middle Schools

Downtown Charter Academy
Oakland Charter Academy
Richmond Charter Academy

March 10th, 2021

Summary of the Results

DCA:

List Progress Reflected in Data

- All grades/subjects experienced growth Fall-to-Winter
- All grades/subjects' performance above the national average, excluding 6th Grade Reading
- Highest growth rate was in 8th Grade, for both Math and Reading

OCA:

List Progress Reflected in Data

- Growth in all grades/subject, excluding 7 Reading
- Significant growth in % students meeting/exceeding Winter national norm for 6th Grade Reading

RCA:

List Progress Reflected in Data

- Almost all grades/subjects experienced growth Fall-to-Winter
- 6th & 8th Grade showed the largest RIT growth for Reading

DCA:

List Opportunities for Improvement

- 6th Grade Reading remains slightly below national average
- Rate of growth Fall-to-Winter in Grades 6 & 7 typically higher

OCA:

List Opportunities for Improvement

- Lower Winter average RIT in 7 Reading
- Average RIT remains below national average for all grades/subjects

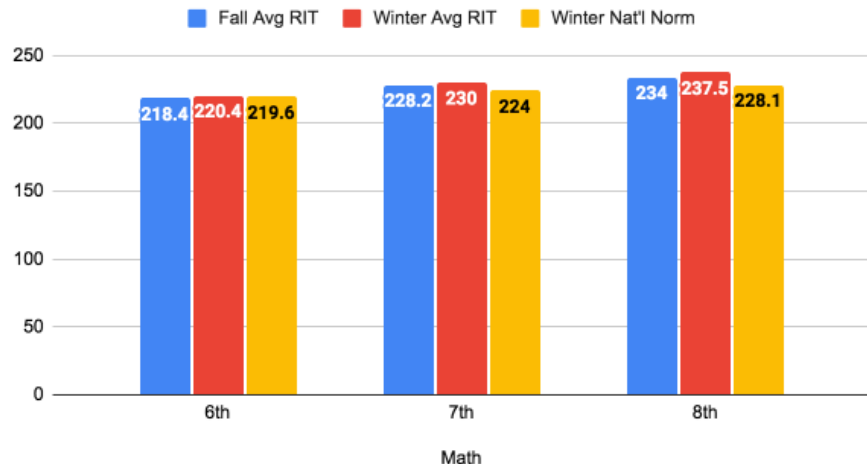
RCA:

List Opportunities for Improvement

- Average RIT remains below national average for all grades/subjects
- 7th Grades shows a decrease in Math NWEA scores from Fall-to-Winter

Fall-to-Winter DCA

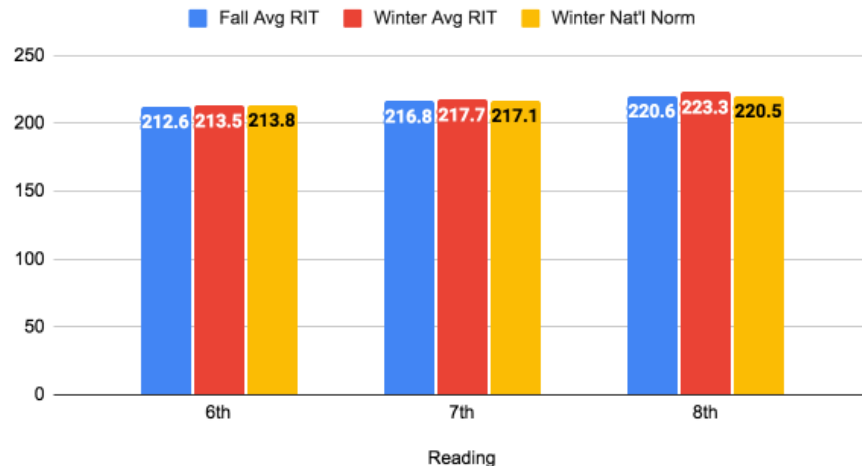
Fall to Winter MAP: Math DCA



Action Plan: Math

1. Adjust curriculum/pacing to focus on foundational skills to support readiness for next grade level (whole class and small group)
2. Revised small group and ASES tutoring rosters
3. Continued emphasis on students' skill development in instructional coaching

Fall to Winter MAP: Reading DCA

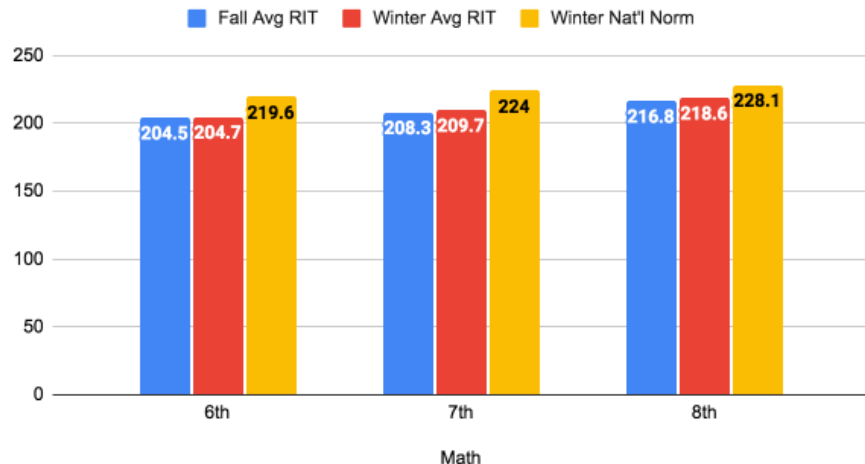


Action Plan: Reading

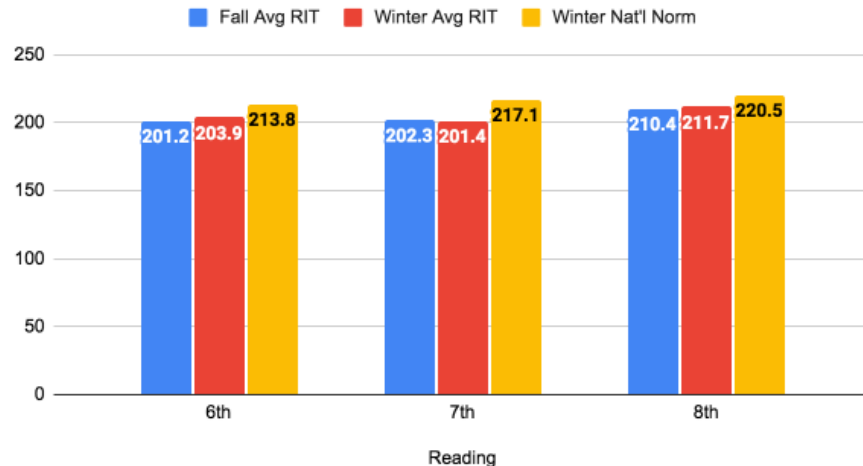
1. Adjust curriculum/pacing to focus on foundational skills to support readiness for next grade level
2. Revised and expanded small group and ASES tutoring rosters
3. Cross disciplinary collaboration to support development of specific grade level skills

Fall-to-Winter OCA

Fall to Winter MAP: Math OCA



Fall to Winter MAP: Reading OCA



Action Plan: Math

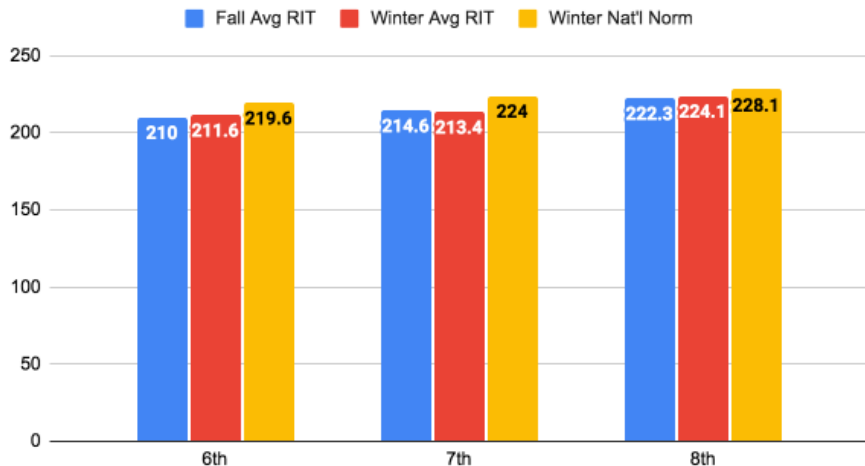
1. Targeted/Leveled Small Group Instruction
 - a. Students Level
 - b. Content/Material
2. ASES Math Support Class
 - a. Homework Help
 - b. Additional Math Instruction

Action Plan: Reading

1. Targeted/Leveled Small Group Instruction
 - a. Students Level
 - b. Content/Material
2. Language Support
 - a. ELL Students
 - b. Targeted Instruction
3. ASES ELA Support Class
 - a. Homework Help
 - b. Additional ELA Instruction

Fall-to-Winter RCA

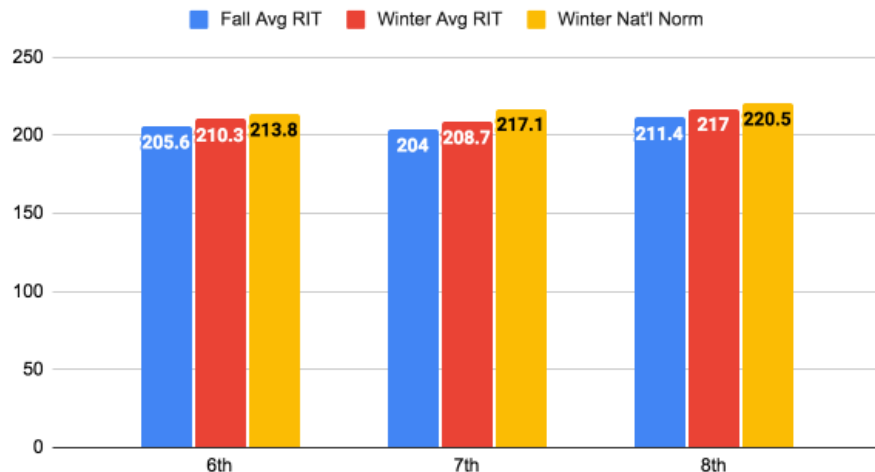
Fall to Winter MAP: Math RCA



Action Plan: Math

1. Instructional Staff conduct root cause/analysis
2. 90% of New Teachers need Strategic coaching
3. C-19 Engagement tutors targeted supports and plans
4. ASES NWEA Targeted Intervention/Remediation via IXL
5. Summer Targeted intervention for Tiered students

Fall to Winter MAP: Reading RCA



Action Plan: Reading

1. Instructional Staff conduct root cause/analysis
2. 90% of New Teachers need Strategic coaching
3. C-19 Engagement tutors targeted supports and plans
4. ASES NWEA Targeted Intervention/Remediation via IXL
5. Summer Targeted intervention for Tiered students

NWEA Winter Data

AMPS High Schools
John Henry High
Oakland Charter High

March 10th, 2021

Summary of the Results

JHHS List Progress Reflected in Data

- Math: improvement of average RITs at all grade levels. 11th & 12th grade average RITs are above national averages
- Reading: slight improvement of average RITs in 9th-11th grades

JHHS List Opportunities for Improvement

- Math: accelerating student learning faster in order to reach national average sooner than midway through 11th grade
- Reading: dip in average RIT for 12th grade

OCHS List Progress Reflected in Data

- Math: improvement of average RITs at all grade levels. All grades average RITs are above national averages
- Math: significant improvement in 9th grade (3+ RIT points)
- Greater Efficiency in Testing - less time lost to instruction, fewer students without valid results

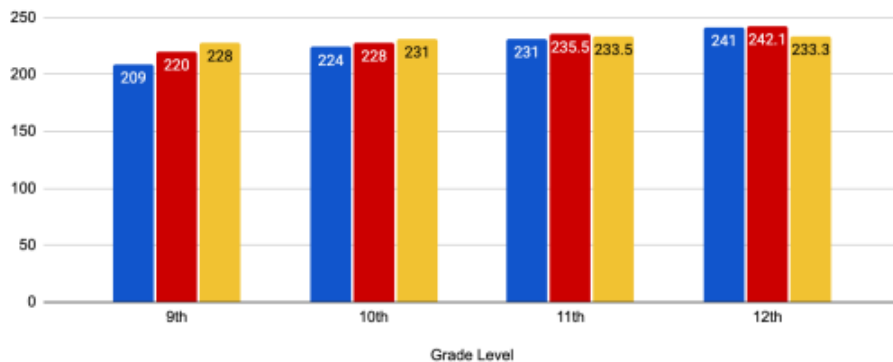
OCHS List Opportunities for Improvement

- Math: short-term: targeting 11th grade for interventions before CAASPP; long-term: targeting 9th and 10th grade for interventions with goal of college readiness by 11th grade
- Reading: need to find effective interventions while working on literacy across the content areas (all grade levels)

Fall-to-Winter JHHS

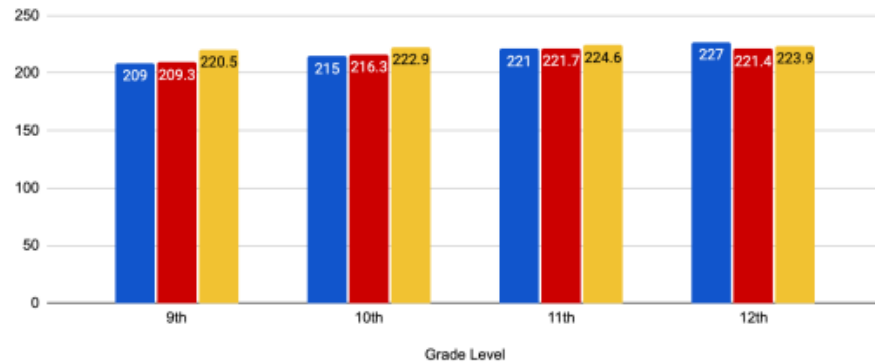
Fall to Winter MAP: Math JHHS

■ Fall Avg RIT ■ Winter Avg RIT ■ Winter Nat'l Norm



Fall to Winter MAP: Reading JHHS

■ Fall Avg RIT ■ Winter Avg RIT ■ Winter Nat'l Norm



Action Plan: Math

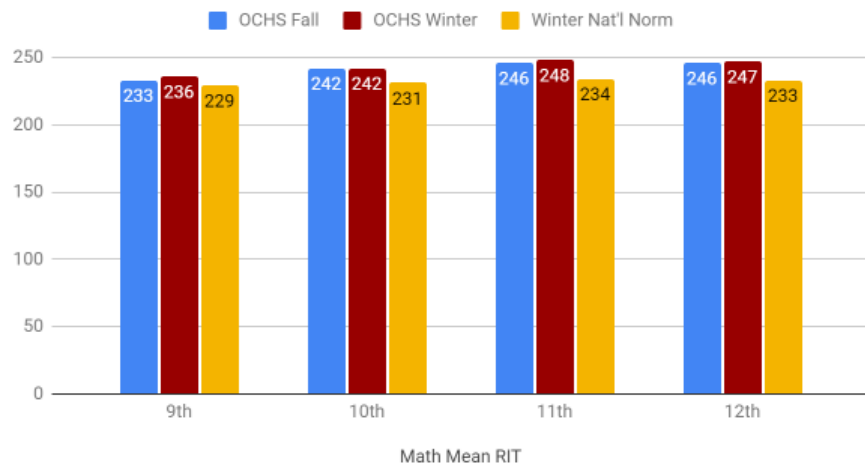
1. Continue to hone teachers' expertise in implementing IXL and using its data
2. Continue to support teachers in preparation for new curriculum adoption
3. Thoughtfully plan 9th grade summer bridge program in anticipation of learning loss resulting in them starting behind where our 9th graders typically are

Action Plan: Reading

1. Focus on foundational skills to support readiness for next grade level
2. Consider what normed tools we are using to measure progress in between assessments
3. Continue to provide PD around SpringBoard and ERWC

Fall-to-Winter OCHS

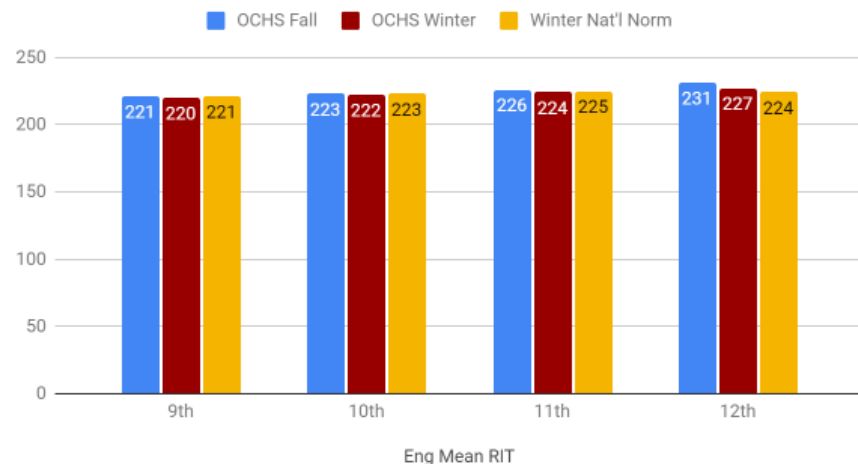
Math MAP: OCHS avg RIT vs Norm



Action Plan: Reading

1. Ensure students in lowest levels get support in reading from support staff (EL, Sped, and Gen. Ed.)
2. Focus on literacy across the content areas at all grades during instructional coaching
3. Plan curriculum adoption and implementation with a focus on reading, including formative assessment

English MAP: OCHS avg RIT vs Norm



Action Plan: Math

1. Continue to hone teachers' expertise in implementing IXL and using its data
2. Continue to support teachers in preparation for new curriculum adoption
3. Thoughtfully plan 9th grade summer bridge program in anticipation of learning loss resulting in them starting behind where our 9th graders typically are

NWEA Winter Data

Benito Juarez Elementary
Elementary School

March 10th, 2021

Summary of the Results

List Progress Reflected in Data

- All grades/subjects experienced growth Fall-to-Winter
- All grades/subjects' performance were within 10 points of meeting the national average.
- Highest growth rate was in 5th Grade, for both Math and Reading

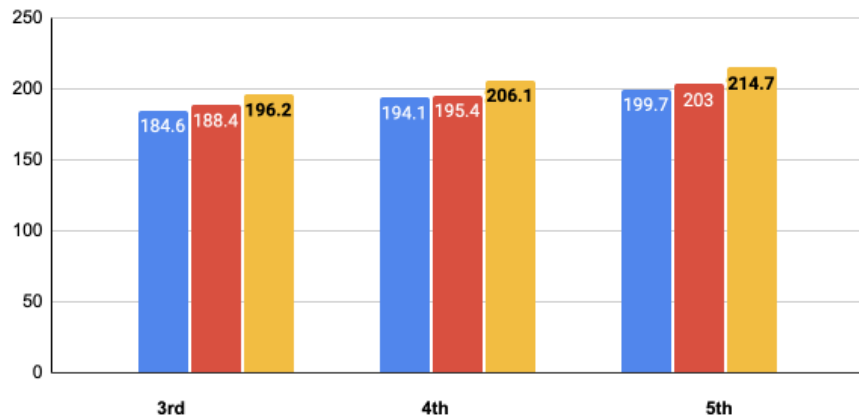
List Opportunities for Improvement

- 6th Grade Reading remains slightly below national average
- Rate of growth Fall-to-Winter in Grades 6 & 7 typically higher

Fall-to-Winter BJE

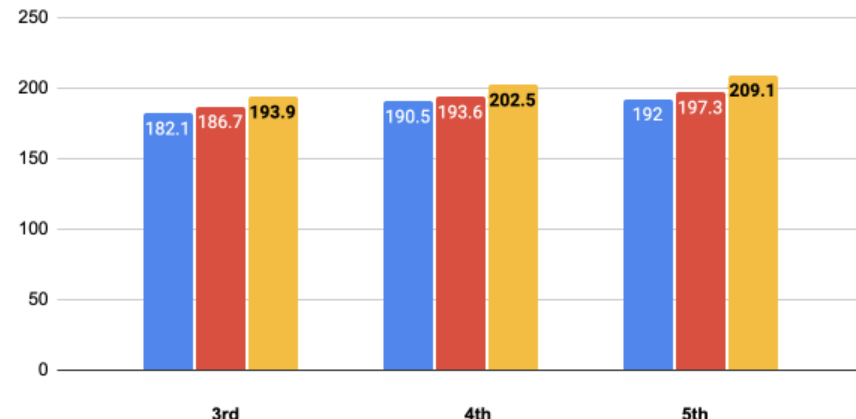
Fall to Winter MAP: Math BJE

■ Fall Avg RIT ■ Winter Avg RIT ■ Winter Nat'l Norm



Fall to Winter MAP: Reading BJE

■ Fall Avg RIT ■ Winter Avg RIT ■ Winter Nat'l Norm



Action Plan: Math

1. Instructional Staff conduct root cause/analysis
2. Strategic Coaching and Peer to Peer Observations
3. ASES NWEA Targeted Intervention/Remediation via IXL
4. Summer Targeted intervention for Tiered students

Action Plan: Reading

1. Instructional Staff conduct root cause/analysis
2. Strategic Coaching and Peer to Peer Observations
3. ASES NWEA Targeted Intervention/Remediation via IXL
4. Summer Targeted intervention for Tiered students

Coversheet

Network Infrastructure Upgrade via E-Rate

Section:	IV. Business
Item:	H. Network Infrastructure Upgrade via E-Rate
Purpose:	
Submitted by:	
Related Material:	Board of Directors E-rate FY 2021 Briefing.pdf amp_y24_computerland_proposal CCT.pdf E-rate FY 2021 03102021 Briefing Sheet With Fiscal Analysis.pdf



Board of Directors E-rate FY 2021 Briefing

March 10, 2021

E-rate Proposals

- In February, AMPS submitted a Request For Proposal (RFP) to USAC, the agency that manages E-rate funding decisions, for the E-rate 2021 award year.
- On March 4, 2021, AMPS received six (6) bids in response to the RFP. The bids were evaluated and scored based on the criteria specified in the RFP.
- Of the 6 bids submitted, 3 were disqualified as unresponsive, 3 were considered.
- The bid from CCT Technologies, Inc. scored the highest, their proposal has a total cost of \$286,899.
 - Of this, E-rate will pay 85% (\$244,446)
 - AMPS will pay 15% (**\$43,138**).

The Project

- Wireless Network - the new equipment will:
 - replace the existing Meru system - which was based on experimental technologies (Virtual Cell) that never achieved success - with a more widely used HP Aruba system
 - use industry standard Multi Channel Architecture which will work better for our Chromebooks and laptops
 - support more Chromebook connections at one time. Currently testing and other activities have to be staggered between classrooms which is difficult on schools.
 - fix most of the interference problems that cause chromebooks/laptops to disconnect
 - better facilitate remote monitoring of the wireless network status so problems can be identified and diagnosed quickly
- Wired Network - the new equipment will:
 - replace all existing network switches
 - In the last six months, two core switches have failed causing other parts of the network to shut down
 - The equipment vendor will no longer support the existing hardware after this year
 - be under warranty and eligible for vendor support
- Battery Backup Systems - the new equipment will:
 - Replace all existing battery backup systems for phones, switches, firewalls
 - one battery backup systems has failed in the last 6 months
 - all batteries in existing systems are old and will soon need replacing
 - be connected with Power Distribution Units, reducing failure modes by eliminating the many daisy chained power strips.



February 16, 2021

CCT Technologies, Inc. dba ComputerLand of Silicon Valley was founded in 1991. We are a privately held California corporation and are registered as a Women/Minority owned business (WMBE) with the State of California. With 30 years of experience providing IT Solutions to government, education, and commercial customers, we are a full-service technology provider offering hardware procurement, software licensing, telecommunications services, project management, technical, professional, and managed services, including technology staffing, help desk support and consulting services.

We have been privileged to supply and support many of the local municipalities in the Bay Area, Silicon Valley and Central Valley, as well as many of the state's community colleges, independent universities, and local school districts.

Our internal training philosophy allows employees to keep current with industry-standards and cutting-edge technologies. The process we use requires systematic updates to certifications and ongoing training opportunities for all technical services and sales personnel. These long-standing partnerships and advanced authorizations from major manufacturers grants is the highest level of support.

We have been recognized for the past 17 years as a member of the Value-Added Reseller (VAR) Business Solution Provider 500, which list the top technology solution providers in the country. Our website, www.cland.com, can provide additional information about our company and services.

We have the experience, product knowledge and infrastructure to provide Amethod Public Schools the requested Aruba Access Points, Switches & Licenses; Tripp-Lite UPS's, Battery Packs & PDU's; and Installation, Configuration and Asset Tagging Services. We are a reliable, attentive local technology solutions provider offering state of the art products and services and have been a participant in the eRate program for the past several years. Additionally, we have provided several services to many California School Districts including Travis USD, Amethod Charter Schools, Oxford Day Academy, Phillip Brooks, San Benito HS/COE, Borrego Springs, Vallejo USD, Mt. Diablo USD and Morgan Hill USD. We look forward to providing the scope of services outlined in the Form 470.

Respectfully,

A handwritten signature in blue ink, appearing to read "Mike Greer".

Mike Greer
Account Manager
SPIN: 143019847
CCT Technologies dba ComputerLand of Silicon Valley
418-519-3241
mgreer@cland.com

Amethod Public Schools
FY2021 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Signature Page (required)

Applicant	Amethod Public Schools
Billed Entity Number	16075459
Establishing Form 470	210004744 (Nickname: amp_y24_470_c2)

For the Vendor:

Vendor hereby promises to deliver the products and services according to the pricing and schedule described in Vendor's submitted proposal and Pricing Form and to comply with all terms and conditions of the REQUEST FOR PROPOSALS (including both GENERAL INFORMATION, TERMS AND CONDITIONS and SPECIFIC INFORMATION, TERMS AND CONDITIONS) and all RFP amendments included by reference, with any exceptions explicitly noted in writing in the proposal.

Further, Vendor hereby states that its submitted proposal and/or email documents are neither "Proprietary" nor "Confidential," and that any reference to "Proprietary" or "Confidential" on any document or communication is waived.

Signature

Mike Greer, ACCOUNT MGR CCT Technologies dba ComputerLand of Silicon Valley

Printed Name and Title

Vendor Name

2/16/21 143019847

49/5536

Date

SPIN

Pricing Form Reference # (if using online form)

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B. 1

INTERNAL CONNECTIONS

(for clarity, please provide name of section as well)

For the Applicant:

If Vendor's proposal is selected for award, Applicant will execute below to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Either party may require additional documents. If acceptable to Applicant, Applicant may also sign Vendor's additional contractual documentation. All terms and conditions of the RFP and all RFP amendments and supporting materials are included by reference.

Applicant Signature	mm dd/yy
Signature	Date
Printed Name	Title
Amethod Public Schools	16075459
Applicant Name	BEN



482 West San Carlos St
San Jose, CA 95110 Telephone : 408-519-3200
www.cland.com Fax : 408-519-3260

Quotation

Ship to Amethod Public Schools
2101 Livingston
Oakland, CA 94606

Salesperson Michael Greer
mgreer@cland.com
Account Manager
Phone : 408-519-3241
Phone :
Fax : 408-519-3260

Date: 2/16/2021
Number: 169794-2
Page: 1 of 1
Sales order: 169794
Payment: Net 10
Purchase order

Bill to Amethod Public Schools
Attn: John Henry High School
2101 Livingston
Oakland, CA 94606

Contact Dennis Clark
dclark@amethodschools.org
(510) 816-4803

Item number	Description	Quantity	Unit price	Amount
JZ370A	HEWLETT PACKARD ENTERPRISE : AP-MNT-MP10-A AP MOUNT BRACKET 10-PACK A	13.00	71.50	929.50
R3J15A	HEWLETT PACKARD ENTERPRISE : AP-MNT-A AP MOUNT BRACKET INDIVIDUAL A	6.00	14.00	84.00
JZ017AAE	HEWLETT PACKARD ENTERPRISE : ARUBA CENTRAL 5YR E-RATE BNDL E-STU	173.00	101.25	17,516.25
JL665A#ABA	HEWLETT PACKARD ENTERPRISE : ARUBA 6300F 48G CL4 POE 4SFP56 SW U.S. - ENGLISH LOCALIZATION	22.00	3,509.50	77,209.00
JL666A#ABA	HEWLETT PACKARD ENTERPRISE : ARUBA 6300F 24G CL4 POE 4SFP56 SW U.S. - ENGLISH LOCALIZATION	15.00	2,169.70	32,545.50
JZ357A	HEWLETT PACKARD ENTERPRISE : ARUBA AP-555 (US) UNIFIED AP	136.00	627.00	85,272.00
SMART2200RMXLN	TRIPP LITE : 2200VA 1920W UPS SMART LCD RACKMOUNT AVR 120V USB DB9 SNMP 2URM	16.00	1,131.64	18,106.24
BP48V24-2U	TRIPP LITE : BP48V24-2U EXTERNAL BATTERY PACK FOR UPS SYSTEM	16.00	449.94	7,199.04
PDUMV20-24	TRIPP LITE : PDU METERED 120V 20A 5-15/20R 6 OUTLET L5-20P 24IN HEIGHT	6.00	114.07	684.42
SRVC-CCT	INSTALLATION, CONFIGURATION & ASSET TAGGING OF ALL NETWORK DEVICES	220.00	125.00	27,500.00

Subtotal: 267,045.95
Tax: 20,537.75
Shipping & handling ..: 0.00
Total: 287,583.70



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FCC Registration

[FCC > FCC Registration](#)

FRN Registration

[< FCC Site Map](#)

[Return to FCC Registration Home](#)

Thank you for registering with the FCC. As of today, **Jan 30 2019 3:07PM**, you have been assigned the following FCC Registration Number (FRN): **0028178598**. Please print this page for your records.

Domestic Business Registration

Business Type: Private Sector

Subtype: Corporation

Business Name: CCT Technologies Inc

EIN: 770269631

Contact Information

Organization: CCT Technologies Inc

Position: COO/CFO

Salutation: Mr

First Name: DOUGLAS

Middle Initial:

Last Name: GREEN

Suffix:

Address Line 1: 482 WEST SAN CARLOS STREET

Address Line 2:

City: SAN JOSE

State: CALIFORNIA

Zip Code: 95110 2627

Phone: 408 519 3200

Fax: 408 519 3260

Email: dgreen@cland.com

Personal Security Question

PSQ: City of Birth

To better secure your personal information, the FCC no longer displays your Password or Personal Security Answer.

Amateurs, Aircraft, Marine, Antenna Structure Registration (ASR), and any other service licensed through the Universal Licensing System (ULS) should click on the following link to access ULS and associate their call sign (s) with their new FRN and password. Existing call signs must be associated with an FRN before you can file in ULS.

- [Universal Licensing System](#)

To visit another FCC site, follow the links below:

- [Auctions](#)
- [Call Sign Reservation and Authorization System](#)
- [Electronic Tariff Filing System](#)
- [Emergency Alert System](#)
- [Experimental Licensing Branch Electronic Filing Site](#)

FCC Form 473

Do not write in this space.

Approval by OMB
OMB Control No. 3060 - 0856
Estimated time per response: 1.0 hours

Please read instructions before completing.

Universal Service for Schools and Libraries Service Provider Annual Certification Form

(To be completed by Service Provider)

Block 1: Service Provider Information

- | | |
|--|--|
| 1. Service Provider Name
CCT Technologies, Inc. | |
| 2. Service Provider Identification Number (SPIN)
143019847 | 3. Funding Year:
July 1, <u>2020</u> through June 30, <u>2021</u> |
| 4. Contact Name
Cathy Souza | |
| 5. Complete Mailing Address of Contact Person
Street Address, P.O. Box or Route Number
482 W San Carlos Street | |
| San Jose | CA 95110 - 2627 |
| City | State Zip Code |
| 6. Telephone Number with Area Code
408-579-3230 | 7. Fax Number with Area Code
408-519-3260 |
| 8. Email Address
CSOUZA@CLAND.COM | |

Block 2: Certification

I declare under penalty of perjury that the foregoing is true and correct: I am authorized to submit this Service Provider Annual Certification Form on behalf of the above-named Service Provider, which has been assigned the above-referenced Service Provider Identification Number, and that based on information known to me or provided to me by employees responsible for the data being submitted, I hereby certify that the data set forth in this Form has been examined and reviewed and is true, accurate and complete. I acknowledge that any false statement on this Form or on the Service Provider Invoice Form (FCC Form 474) can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. § 502, 503 (b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001, and that any such false statement could subject this Service Provider to liability under the False Claims Act.

9. I certify that the Service Provider Invoice Forms (FCC Form 474) that are submitted by this Service Provider contain requests for universal service support for services which have been billed to the Service Provider's customers on behalf of schools, libraries, and consortia of those entities, as deemed eligible for universal service support by the fund administrator.
10. I certify that the Service Provider Invoice Forms (FCC Form 474) that are submitted by this Service Provider are based on bills or invoices issued by the Service Provider to the Service Provider's customers on behalf of schools, libraries, and consortia of those entities as deemed eligible for universal service support by the fund administrator, and exclude any charges previously invoiced to the fund administrator for which the fund administrator has not yet issued a reimbursement decision.
11. I certify that the bills or invoices issued by this Service Provider to the Billed Entity are for equipment and services eligible for universal service support by the Administrator, and exclude any charges previously invoiced to the Administrator by the Service Provider.
12. I certify that any requests for reimbursement that are sought under a Service Provider Invoice Form (FCC Form 474) for discounts for products or services that contain both eligible and ineligible components are properly allocated as required by the Commission's rules at 47 C.F.R. § 54.504(e).
13. I certify that the invoices that are submitted by this Service Provider to the Billed Entity for reimbursement pursuant to Billed Entity Applicant Reimbursement Forms (FCC Form 472) are accurate and represent payments from the Billed Entity to the Service Provider for equipment and services provided pursuant to E-rate program rules.

Service Provider Name CCT Technologies, Inc.**SPIN** 143019847**Contact Name** Cathy Souza**Contact Telephone Number** 408-579-3230**Block 2: Certification (Continued)**

14. I certify that this Service Provider makes available to customers, upon their request, separate prices for distinct services to assist Billed Entity Applicants in identifying the portions of their bills that represent the costs of services provided to eligible entities for eligible purposes.

15. I certify that no non-discount portion of the costs for eligible services will be waived, paid, or promised to be paid by this Service Provider. I acknowledge that the provision by any service provider of a supported service, or of free services or products unrelated to the supported service or product constitutes a rebate of the non-discount portion of the supported services as stated in 47 C.F.R. § 54.523.

16. I certify that no kickbacks, as defined in 41 U.S.C. § 8701, were paid by this Service Provider to anyone in connection with the schools and libraries universal support program.

17. I certify that this Service Provider is in compliance with the Commission's rule and orders regarding gifts and this Service Provider has not directly or indirectly offered or provided any gifts, gratuities, favors, entertainment, loans, or any other thing of value to any eligible schools, libraries, or consortium that includes eligible schools or libraries, except as permitted by the Commission's rule at 47 C.F.R. § 54.503(d).

18. I certify that if the fund administrator, as necessary, requests additional supporting information, this Service Provider will make all documents requested available to the Fund Administrator as required by 47 C.F.R. § 54.516(b). I certify that this Service Provider will retain for at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification), after the latter of the last day of the applicable funding year or the service delivery deadline for the funding requests, (1) any and all records that I rely upon to complete this form and each Service Provider Invoice Form (FCC Form 474) that is submitted by this Service Provider during the present funding year, (2) any and all records issued by this Service Provider to the Billed Entity for reimbursement pursuant to Billed Entity Applicant Reimbursement Forms (FCC Form 472), and (3) all documents necessary to demonstrate compliance with the statutory or regulatory requirements for the schools and libraries universal service support program as required by 47 C.F.R. § 54.516(a)(2) I acknowledge that this Service Provider may be audited pursuant to 47 C.F.R. § 54.516(c), and that the Service Provider must provide such records as required by 47 C.F.R. § 54.516(b)

19. I certify that the prices in any offer that this Service Provider makes pursuant to the schools and libraries universal service support program have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered.

20. I certify that the prices in any offer that this Service Provider makes pursuant to the schools and libraries universal service support program will not be knowingly disclosed by this Service Provider, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law.

21. I certify that no attempt will be made by this Service Provider to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

22. I certify that this Service Provider is not suspended or debarred from participating in Federal programs.

23. I certify that, in addition to the foregoing, this Service Provider is in compliance with the rules and orders governing the schools and libraries universal service support program, and acknowledges that failure to be in compliance and remain in compliance with those rules and orders may result in the denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with the rules and orders governing the schools and libraries universal service support program could result in civil or criminal prosecution by law enforcement authorities.

24. Signature of authorized person
Signed electronically by Douglas Green

25. Date
12/16/2020

26. Printed name of authorized person
Douglas Green

27. Title or position of authorized person
COO/CFO

28. Address of authorized person
482 W San Carlos St, San Jose CA 95110-2627

29. Telephone number of authorized person
408-519-3205

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Act Project (3060-0856), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember – You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0856.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.



Amethod Public Schools
Board Item Overview

Date: 03/10/2021

Submitter: Dennis Clark, Director of Technology

Subject:

E-rate FY 2021 Network Upgrade Project

Action:

Information:

Committee:



Requested Action 1: Approve a minimum of \$72,000 in spending to cover the AMPS share of cost for the eRate FY 2021 Network Upgrades project.

Requested Action 2: Authorize the signing of a contract with the winning bidder.

RECOMMENDATIONS:

Given that several equipment failures have occurred over the last 6 months, and given the demonstrated limitations of the existing equipment, I recommend that the Board fund the actions requested.

**SUMMARY OF PREVIOUS
BOARD DISCUSSION AND
ACTION:**

SUMMARY OF KEY ISSUES:

Aging equipment, equipment does not meet performance standards for schools

FISCAL ANALYSIS

After consideration of the 3 successful bids, given that AMPS is only responsible for 15% of the total costs of the winning bid (ie. AMPS' share is approximately \$43,000), this is our most cost efficient way of replacing the aging AMPS network infrastructure. This unbudgeted cost can be best absorbed in this current year's financial results. The Finance Team can explore the possibility to have some of these expenditures covered by CARES Act Funding as these expenditures improve technologies needed for distance learning for AMPS students.

ATTACHMENT(S):

Briefing Summary, CCT Winning Bid

Coversheet

Approval of Construction Contract for 1450 Marina Way South Richmond CA 94804

Section: IV. Business
Item: I. Approval of Construction Contract for 1450 Marina Way South
Richmond CA 94804
Purpose: Vote
Submitted by:
Related Material:
Board Report- Amethod.pdf
Amethod-Charter-Sch_WestGate-Constr__02-20-21-GL-ai_3-8-2021_392136013 (....pdf
Full Contract w Exhibits.pdf

AMETHOD CHARTER SCHOOL
BOARD REPORT
March 10, 2021

Project; 1450 Marina Way South- Second Floor

From: JoAnn Koplin, Project Manager

HISTORICAL BACKGROUND

Architectural plans and bid documents were developed in 2018/ 2019 for the work on the second floor of 1450 MWS. Permits were issued by the City of Richmond in February 2019.

The project was put out to bid by Keiven Abidi, who was the facility manager for Amethod at that time. A mandatory bid conference was scheduled for March 14, 2019 and only one General Contractor showed up. Due to the fact that all other bidders were therefore disqualified, the bid was conditionally awarded to the single bidder in April of that year. A contract was not executed. B Brothers Construction priced the construction at 7.4M due to the fact that it was a phased project with students on site during construction.

The project was put on hold in order to return to the City for an Amendment to the Use permit to add 250 additional students to the k-8 program. The current CUP, approved by the City on June 18, 2015 allows use of the second floor, but limits the enrollment to 660 students in the building. If additional students are not needed, no Amendment to the Use permit is necessary at this time.

The Amendment was filed with the City and a proposal to conduct a traffic study submitted on April 1, 2019 by Fehr & Peer. Due to the traffic study findings, the City placed conditions on approval of the Amendment to install traffic signals at 3 intersections and estimated the shared cost by Amethod to be between \$300,000 and \$500,000.

The permit was extended, but no further work on construction of the use permit proceeded. The Permit will now expire on April 22, 2021.

AMENDMENT TO USE PERMIT

Patricia Curtin, with Wendel, Rosen, Black & Dean LLP has represented Amethod for all Use permit negotiations with the City. She was re-engaged this year to review the status of the Amendment and guide Amethod on a response to see if the conditions could be removed/ revised. Steve Abrams Traffic consultant reviewed the Fehr & peer's study and provided the Attorneys with potential arguments. This is still on on-going conversation and it is our hope that they will be able to:

1. Reduce the share of cost, or
2. Defer the cost, and
3. Allow an increase of 350 students without additional studies

That said, we are holding \$500,000 in the project budget to cover those costs if our efforts fail.

The construction of the second floor is not contingent upon approval of the Amendment to the CUP. It has been determined that AMPS will move forward with the construction because of the potential of losing the permit and the fact that students are not currently on site.

BID PROCESS

The Architect of Record- David Kim and attorney Sarah Kollman were re-engaged to work on development of a bid package, review of bids and development of contract documents.

A bid package was submitted to 4 contractors that have school experience and are known to the project team. They included:

1. Overaa Construction
2. CCI
3. Swenson Builders
4. Westgate Construction

One dropped out due to prior commitments and three provided bids. One of the three did not get their bid documents in by the deadline and had to be disqualified. The two remaining bids were evaluated and Westgate Construction was selected for your approval.

Overaa Construction is a local Richmond firm who typically does much larger projects. Their bid was very complete but was 1.3M higher than the other two bids.

CCI was the lowest bid by \$150,000, but missed some categories in their schedule of values and as mentioned earlier, had to be disqualified due to missing the submittal deadline.

LOWEST MOST RESPONSIVE BID

Westgate Construction was the lowest and most complete bid of the two remaining bidders. Westgate has experience and knowledge working with Amethod as they were the GC firm selected to complete the work on the first floor of 1450 and the work at 1402. They have detailed knowledge of the building and provide the least risk of adding unforeseen costs.

HEATING AND AIR CONDITIONING UNITS

We have asked that they take another look at the HVAC system and specifically the 75ton units on the roof. Due to the age of the units and the lack of energy efficiency they provide, it is recommended that they be replaced. This adds a fairly significant amount to the construction budget, but is deemed necessary at this time. There are 4 units on the roof. Two serve the first floor and two serve the second floor. We are suggesting that we replace the second floor units at this time. The first floor units will ultimately need replacement, but work less hard than the second floor and will last longer.

It was also determined that the boiler is on it's last legs and also needs to be replaced.

Westgate is getting bids on this work and has estimated 400-500k to cover the cost. This does

not include any electrical work that may be needed so I am holding \$600k in the project budget to cover this work. When bids are received, they will be submitted for approval.

CONSTRUCTION STAGING

The bids were prepared with the assumption that students would not be in the building during construction. We have recently learned that there will be a small number of students attending classes downstairs and we have prepared a staging diagram to show the area of work that impacts the downstairs. There will have to be a separation between the construction zone and student activity, so for at least the first two months students will not have access to the lobby or north classroom wing of the building. After the work is completed in those areas, the full first floor will become available for the remainder of the construction.

SCHEDULE

Westgate has estimated the construction timeframe at approximately 5 months. This estimate was based upon no student use of the building, but he has agreed to proceed with the staging plan we have proposed without extending the timeframe. Every effort will be made to minimize the impact of construction noise, dust and traffic around student areas, but it's important to understand that delays requested by the school will impact the schedule and the budget. Construction will begin on March 15th and is estimated for completion on August 13th.

SAFETY

The construction staging area will be fenced and gated in the parking lot. Pedestrian traffic will be routed along Marina Way South or along the Bay Trail.

School drop off and pick up will be at the South end of the building (at the playground) and entrance to the school classrooms will be from the door at the South end of the building. No one will be able to use the Lobby or the elevator during the first 2-3 months of construction.

All contractors working for Westgate will wear ID tags and be easily identified as part of the construction crew.

COVID SAFETY

The OSHA standards for PPE in construction will be followed. [29 CFR 1926 Subpart E](#)

Upon entry, each contractor will sign in, be temperature checked and issued an ID tag and mask (if they don't have one) for that day. Masks will be worn for all work done on the first floor and for work done within close proximity to others in any location. The number of workers in close proximity will be limited with a staggered schedule. Hand sanitizer stations will be set up throughout the jobsite as well as adjacent to portable toilets in the staging area with hand washing stations. Workers will be encouraged to eat their lunch following the 6 ft distancing guidelines.

REPORTS

A weekly construction meeting will be held via zoom and meeting minutes will be posted in a project dropbox along with a weekly photo log so everyone can safely stay informed of progress on the job. In person walk throughs for the project team will be scheduled on an as needed

basis. Each meeting will review the schedule, budget and any change orders or RFI's submitted by the contractor or sub contractor.

Monthly board reports will be issued to keep the board informed of progress and any unforeseen issues that arise.

NEXT STEPS

The Board will approve the contract and issue a notice to proceed for the construction to begin. The Permit set of plans issued to the school will be handed over to the contractor for use during construction inspections.

The Amendment to the CUP will proceed for 350 additional students and a report will come back the Board at a later date to outline the final conditions set by the City. At that time, the Board can select to proceed with the Amendment or pull it.

END OF REPORT

.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 4480 Willow Road Suite 110 Pleasanton CA 94588	CONTACT NAME: Frances English PHONE (A/C, No, Ext): 925-598-2633 FAX (A/C, No): 888-770-1945 E-MAIL ADDRESS: FEnglish@mcgriff.com														
INSURED WestGate Construction & Maintenance Inc 5045 Fulton Drive Suite D Fairfield CA 94534	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: United Financial Casualty Company</td> <td style="text-align: center;">11770</td> </tr> <tr> <td>INSURER B: Mt. Hawley Insurance Company</td> <td style="text-align: center;">37974</td> </tr> <tr> <td>INSURER C: Starstone Specialty Insurance Company</td> <td style="text-align: center;">44776</td> </tr> <tr> <td>INSURER D: State Compensation Ins. Fund of CA</td> <td style="text-align: center;">35076</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United Financial Casualty Company	11770	INSURER B: Mt. Hawley Insurance Company	37974	INSURER C: Starstone Specialty Insurance Company	44776	INSURER D: State Compensation Ins. Fund of CA	35076	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 392136013**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$0 Ded GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	MGL0190028	3/22/2020	3/22/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		077870882	8/9/2020	8/9/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			74190M205ALI	3/22/2020	3/22/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	900771720	3/26/2020	3/26/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an additional insured with respects to General Liability per attached forms: CG 20 33 04 13 & CG 20 37 04 13. Primary wording applies to General Liability per form: CG 20 01 04 13. Waiver of Subrogation applies to the General Liability per form: CG 24 04 05 09. Per Project Aggregate Endorsement applies to General Liability per form: CG 25 03 05 09.

*The attached forms apply as required per written contract or written agreement between the listed parties and the insured, which are subject to the policy provisions. In the absence of such written contract or written agreement the attached forms may not be applicable.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Amethod Charter School
 c/o Amethod Public Schools
 2101 Livingston Street
 Oakland CA 94606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE. Powered by BoardOnTrack

AGENCY CUSTOMER ID: 307WESTGCON

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY McGriff Insurance Services		NAMED INSURED WestGate Construction & Maintenance Inc 5045 Fulton Drive Suite D Fairfield CA 94534
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Re: ☐ Job site located at 1450 Marina Way South Richmond, CA 94804.

Certificate holder/additional insureds include: Amethod Charter School, its directors, officers, agents, consultants and employees.

Auto Additional Insured, Primary Non-Contributory and 30 day notice of cancellation applies per the attached Auto form ☐ 5241 10/02.

30 day notice of cancellation in favor of certificate holder applies to General Liability per the attached endorsement ☐ CGL3880211.

30 day notice of cancellation in favor of certificate holder applies to Workers Compensation per the attached endorsement ☐ 10217 0112 2065 ☐

Waiver of subrogation applies to Workers Compensation per attached endorsement ☐ 10217 0714.

Policy Number: MGL0190028

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering

of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number: MGL0190028

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name of Additional Insured Person(s) or Organization(s)	Location and Description of Completed Operations
All persons or organizations where required by written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number: MGL0190028

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

Policy Number: MGL0190028

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

All persons or organizations where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Number: MGL0190028

Mt. Hawley Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All projects as required by written contract.	
General Aggregate Capped At:	\$N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **Section III – Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number: MGL0190028

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
CONTRACTORS SPECIAL FORM
EXCESS GENERAL LIABILITY INSURANCE POLICY
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

If this policy is cancelled by us, we will send a notice by mail to the certificate holder(s) scheduled below at the scheduled address at the same time that notice is sent to you. If the policy is cancelled by you or an entity with power of attorney for this policy, we will send a notice by mail to the certificate holder(s) scheduled below at the scheduled address at the time that we process the cancellation request.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Certificate Holder/Address:

Amethod Public Schools
2101 Livingston Street
Oakland, CA 94606

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



03/08/2021

Policy number: 077870882

Underwritten by: 38 - United Financial Casualty Co.

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured		
AMETHOD CHARTER SCHOOL, ITS DIRECTORS, OFFICERS, AGENT, CONSULTANTS AND EMPLOYEES C/O AMETHOD PUBLIC SCHOOLS 2101 LIVINGSTON ST OAKLAND, CA 94606	WESTGATE CONSTRUCTION & MAINTENANCE, INC. 35453B DUMBARTON COURT NEWARK, CA 94560	MCGRUFF INS SERVICES 7701 AIRPORT CTR 1800 GREENSBORO, NC 27409

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date:	Policy Expiration Date:
08/09/2020	08/09/2021

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit
Uninsured/Underinsured Motorist	\$1,000,000 Combined Single Limit
Any Auto Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit
Broad Form	Matching Limits All Coverages

Description of Location/Vehicles/Special Items

Scheduled autos only

2014 CHEVROLET SILVERADO 1500 1GCR0RECXEZ418767	Medical Payments:	\$5,000
	Comprehensive:	\$500 Ded
	Collision:	\$500 w/Waiver Ded
	Rental Reimbursement	\$30 Per Day (\$900 Max)
2015 CHEVROLET SILVERADO 2500 1GC2KVE82FZ554563	Medical Payments:	\$5,000
	Comprehensive:	\$500 Ded
	Collision:	\$500 w/Waiver Ded
	Rental Reimbursement	\$30 Per Day (\$900 Max)

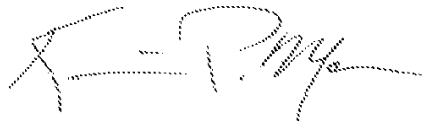
Certificate number

06721A13088

We will endeavor to provide 30 days notice of cancellation to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives.

This policy is primary and non-contributory as to (AMETHOD CHARTER SCHOOL) regardless of whether Holder is a named insured of any other policy

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

A handwritten signature in black ink, appearing to read 'F. R. M.' followed by a flourish.

Form 5241 (10/02)

ENDORSEMENT AGREEMENT

CERTIFICATE HOLDERS' NOTICE



9007717-20
RENEWAL
NA
7-81-20-11
PAGE 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE MARCH 26, 2020 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

WESTGATE CONSTRUCTION &
MAINTENANCE, Inc.

5045 FULTON DR. STE D
FAIRFIELD, CA 94535

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THIS POLICY SHALL NOT BE CANCELLED UNTIL,

30 DAYS

AFTER WRITTEN NOTICE OF SUCH CANCELLATION HAS BEEN PLACED
IN THE MAIL BY STATE FUND TO CURRENT HOLDERS OF
CERTIFICATE OF WORKERS' COMPENSATION INSURANCE.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

MARCH 26, 2020

2065

A handwritten signature in black ink, appearing to read "Kurt R. Va...".

AUTHORIZED REPRESENTATIVE

A handwritten signature in black ink, appearing to read "Thomas E. Kane".

PRESIDENT AND CEO



**ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS**

BROKER COPY

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

**EFFECTIVE MARCH 26, 2020 AT 12.01 A.M.
AND EXPIRING MARCH 26, 2021 AT 12.01 A.M.**

9007717-20
RENEWAL
SP
7-81-20-11
PAGE 1 OF 1

**WESTGATE CONSTRUCTION & MAINTENA
PO BOX 1260
NEWARK, CA 94560**

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: **FEBRUARY 20, 2020**

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

Standard Owner and Contractor Agreement

Stipulated Sum

This AGREEMENT made as of the 10th Day of March, 2021 (hereafter “Effective Date”) Between the Owner (hereafter “Owner”):

Amethod Public Schools
2101 Livingston Street
Oakland, CA 94606
Attn: Evelia Villa, CBO

and the Contractor:

Westgate Construction
Attn: Hilton Ham
5045 Fulton Drive, Unit D
Fairfield, CA 94534

The Project is:

Richmond Charter Academy
1450 Marina Way South
Richmond, CA 94804

The Architect is:

David Kim, AIA, NCARB
Harriman Kinyon Architects, Inc
1801 Oakland Blvd, Suite 320
Walnut Creek, CA 94596

THIS AGREEMENT FOR CONSTRUCTION SERVICES (this “Agreement”) is entered as of March 10, 2021 in Richmond, California, by and between Westgate Construction, CSLB License 806868 (“**Contractor**”) and Amethod Public Schools (“**Owner**”). Included within this agreement and incorporated by reference herein are **Exhibit 1-9**, all of which are collectively referred to as the “**Agreement**.”

Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, contracted and agreed, the parties agree as follows:

Article 1 - DEFINITIONS

1.1 Agreement. “Agreement” shall have the meaning set forth in the opening paragraph.

1.2 Architect. Harriman Kinyon Architects, Inc located at 1801 Oakland Blvd, Suite 320, Walnut Creek CA 94596. Where appropriate, the term “Architect” shall include Architect’s consultants retained for the Project. Owner shall have the right, but not the obligation, to enforce any select or general rights accorded to the Architect in the Contract Documents, except those requiring a professional license for the practice of architecture. Likewise, Owner may delegate any of its duties and obligations under this Agreement to Architect or any other third-party.

1.3 Change Order. “Change Order” is defined in Section 13.2.1.

1.4 Contract Documents. The Contract Documents consist of this Agreement, including **Exhibits 1-9**, the Plans and Specifications, and all addenda and modifications thereto, all of which are part of this Agreement and are incorporated by reference as if fully repeated herein.

1.5 Contract Time(s). Contract Time is the number of calendar days or the specific date to achieve Substantial Completion and/or Final Completion of the Work, as applicable, including authorized adjustments as stated in the Agreement. Unless otherwise specified, all reference to “days” in this Agreement shall mean calendar days.

1.6 Cost of the Work. Cost of the Work means costs necessarily incurred by the Contractor in the proper performance of the Work, as further described in **Exhibit 1**, Contract Schedule of Values. Such costs shall be at rates not higher than the standard paid at the place where the Project is located except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in **Exhibit 9**.

1.7 Final Completion. In addition to other requirements imposed by the Contract Documents, Final Completion of the entire Work shall require and the Work shall be “Finally Complete” when the following requirements have been met: (1) the proper and full completion of all of the Work in accordance with the Contract Documents, including, but not limited to, satisfactory operation of all equipment and systems, completion or correction of all punchlist items, delivery of all maintenance and operations manuals, chattel lists, and all warranties and guarantees (and assignments thereof), issuance of all required approvals and certificates by any authorities with jurisdiction over the Project without condition (including final and unconditional certificates of occupancy), removal of all rubbish, tools, scaffoldings and surplus materials from the Project site and correction of all property damage that is the responsibility of the Contractor pursuant to the Contract Documents; (2) submission of “as-built” Plans and Specifications and other Record

Documents (as hereinafter defined) and all similar documents required by this Agreement or the Contract Documents; (3) submission of executed lien waivers as described in Section 12.3 of this Agreement; and (4) delivery of all of the information, documents and certifications required by the Contract Documents, the Owner's lenders, investors or mortgagees, or any other governmental authority with jurisdiction over the Project in order to allow the Owner to proceed to final loan closing. In addition, as a condition to final payment for the Work, the Contractor shall deliver to the Owner three (3) clean, complete and readable copies of all guarantees and warranties on equipment and materials furnished by all manufacturers and suppliers to the Contractor and all Subcontractors, together with duly executed instruments properly assigning the guarantees and warranties to the Owner, and shall also deliver to the Owner three (3) clean, complete and readable copies of all related manufacturer's instructions, related maintenance manuals, replacement list, detailed drawings and any technical requirements necessary to operate and maintain such equipment and materials or needed to maintain the effectiveness of any such warranties. The parties agree that Contractor shall achieve Final Completion by no later than August 13, 2021.

1.8 Contract Sum. The Contract Sum is the total compensation to be paid by Owner to Contractor for performance of the Work, subject to additions and deductions by Change Order and/or Construction Change Directive as provided in the Contract Documents. The Contract Sum is **Three Million Nine Hundred and Ninety Thousand Five Hundred and Ninety Dollars (\$3,990,590)** as detailed in the Contract Schedule of Values (**Exhibit 1**). The Contract Sum shall be for a Stipulated Sum Price apportioned among the various categories, but is not intended to constitute mini-stipulated sum prices for each category of Work.

1.9 Notice of Completion. Notice of Completion shall mean the notice prescribed by California Civil Code Section 8182.

1.10 Plans. Plans are the graphic drawings and pictorial portions of the Contract Documents prepared for the Project and described in **Exhibit 2**.

1.11 Product Data. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other work information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

1.12 Project. The Project refers to the complete construction of tenant improvements for a school building in accordance with the Contract Documents, to be operated by and for the benefit of Owner on the Property, which is the purpose of this Agreement.

1.13 Property. Property shall mean 1450 Marina Drive South within County of Alameda, State of California, upon which the Project is being constructed.

1.14 Request for Information ("RFI"). A Request for Information is a written request prepared by the Contractor requesting information necessary to clarify an item regarding the Project or which the Contractor feels is not clearly shown or called for in the Contract Documents or to address problems which have arisen under field conditions. The RFI system is also a means for the Owner and Architect to submit Contract Document clarifications or supplements to the Contractor in response.

1.15 Schedule of Values. A document furnished by the Contractor to the Owner reflecting the portions of the Contract Sum allotted for the various parts of the Work, and used as the basis for reviewing the Contractor's applications for payment attached hereto as **Exhibit 1**.

1.16 Samples. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

1.17 Shop Drawings. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

1.18 Site. The Site is the particular geographical location of the Project.

1.19 Specifications. The Specifications are the written requirements for materials, equipment, systems, standards and workmanship for the work, warranties and performance of related services prepared for the Project.

1.20 Subcontractors. Subcontractors are persons or entities that Contractor has engaged to perform a portion of the Work or supply materials or equipment, including all lower tier subcontractors engaged by or through such subcontractors directly engaged through Contractor. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and neuter in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor, subcontractors of a separate Contractor, a consultant retained by the Owner or Architect.

1.21 Substantial Completion. Substantial Completion shall mean the date upon which all of the following shall have occurred: (1) the Work (or any applicable designated portion thereof) has been fully completed in accordance with the Contract Documents and applicable laws, except and only for minor items that will not unreasonably affect the occupancy and operation of the Work, and any designated portion thereof, as intended, and the Work is sufficiently complete (with the above noted exceptions only) to enable the Owner to occupy and use the Work, or any designated portion thereof (and all aspects and elements thereof) for use for which it was intended without unreasonable disruption or interference caused by the need to complete any of the Work then remaining to be completed; (2) the punch-list items are sufficiently few and of a nature that would not interfere with Owner's ability to fully occupy and use the Work for which it was intended to the extent required by the Contract Documents; (3) the Contractor has procured and delivered to the Owner (and the Architect has so certified) all certificates, consents, approvals and permits with respect to the Contractor's Work required under applicable law for occupancy or use of the Work or any applicable designated portion thereof, or required by the Project's lenders, investors or mortgagees, including but not limited to the issuance by the applicable governmental authorities of a permission to occupy the entire Work (or any applicable designated portion thereof). In this regard, Contractor acknowledges that permission and/or consent to occupy from the applicable governmental authorities and the Project's lenders, investors and/or mortgagees requires that Substantial Completion shall require the completion of such Work sufficiently to obtain the required permission and/or consent to occupy; (4) the Architect issues and signs a Certificate of Substantial Completion, AIA Document G704, 2000 Edition, certifying in writing that the entire Work (or any applicable designated portion thereof) is Substantially Complete as required by the provisions of this paragraph

above, and further certifies that Contractor has procured and delivered to Owner all certificates, permits, approvals and consents with respect to the Contractor's Work required under applicable law for occupancy and use of the Project, and that such Work is sufficiently compliant with the Contract Documents and the applicable law, to allow Owner to fully occupy and utilize the Work for its intended use (and all aspects and elements thereof) to the extent required by the Contract Documents, which certification is accepted in writing by Owner (such acceptance not to be unreasonably withheld, conditioned nor delayed); (5) the Contractor has provided the Owner with a comprehensive list of items to be completed or corrected prior to final payment (provided that failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents); (6) all mechanical, electrical and life safety support systems comprising the Work (or any applicable designated portion thereof) are functioning as required by the Contract Documents; (7) the Contractor has complied with the terms and conditions of Section 5.8 of this Agreement; and (8) the Contractor has satisfied all other conditions or requirements with respect to Substantial Completion established in the Contract Documents. The Contractor acknowledges and agrees that Substantial Completion as defined herein requires a significant level of completion beyond that normally associated with "substantial completion" in the ordinary construction industry sense. The Substantial Completion is intended herein to mean near total completion of the Work sufficient to allow a clean and full turnover of the entire Work (or any applicable designated portion thereof) to the Owner and its use and occupancy at that time as intended, and that Substantial Completion as defined herein requires that the Work be "substantially complete" in the ordinary, construction industry sense substantially earlier than the dates established herein for Substantial Completion. The parties agree that Contractor shall achieve Substantial Completion by no later than August 13, 2021.

1.22 Underground Facility. Underground Facility is all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any services or materials, including without limitation, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television and sewage.

1.23 Work. Work is the entire completed performance of the construction and services required by the Contract Documents required to be furnished within the Contract Time(s) necessary to fulfill Contractor's obligations under the Contract Documents including, but not limited to, requirements such as completion of punch list items, as-built drawings, operation and maintenance manuals, guaranties, warranties, spare parts, reports, and certifications. The term "Work" as used herein shall further include, without limitation, all labor, supervision, materials, fixtures, special facilities, built-ins, equipment, tools, supplies, taxes, permits (including occupancy permits, unless precluded by the Plans and Specifications, which permits the Owner shall pay for), building and occupancy permit related inspections, and other property and services necessary to timely and properly produce all work and completed construction required or reasonably inferable from the Contract Documents and all work, services and materials necessary to produce fully connected, complete, operational and functional systems and finishes. In determining what is reasonably inferable from the Contract Documents, all such documents shall be construed together, and shall not be read by separate trade areas or design divisions, and shall be read as intending fully connected, complete, operational and functional systems and finishes. Wherever the word "work" is used, rather than the word "Work," shall be understood to have its ordinary and customary meaning.

Article 2 - THE WORK OF THIS AGREEMENT

2.1 Contract Documents. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary and cumulative. What is called for by one is as binding as if called for by all. Contractor shall provide written notice to Owner's Representative and Architect immediately upon discovering any conflict, discrepancy or ambiguity in the Contract Documents. In such situations, the provision providing greatest benefit and protection to Owner (as determined in Owner's sole discretion) shall prevail, and the following order of precedence shall generally govern: (i) Modifications in reverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying; (ii) this Agreement; (iii) Specifications; (iv) Plans; (v) written numbers over figures, unless obviously incorrect; (vi) figured dimensions over scaled dimensions; and (vii) large scale Plans over small scale Plans. Shorter deadlines for Contractor's submission of required information specified elsewhere in the Contract Documents shall take precedence over such deadlines prescribed in this Agreement. The Contract Documents shall not be construed to create a contractual relationship of any kind between Architect and Contractor, between the Owner or its representative and any Subcontractor of any of the Work, or between any persons or entities other than the Owner and the Contractor. Notwithstanding the foregoing, the Owner shall be deemed an intended third-party beneficiary of each contract entered between Contractor and others for the purposes of performing the Work, and the Contractor shall include a provision in all subcontracts expressly stating this intention.

2.2 Scope of Work. Contractor shall perform all Work specified in the Contract Documents, together with all other related labor, materials, equipment and services reasonably necessary to deliver a complete building Project fit for Owner's intended use and in conformity with the design intent set forth in Contract Documents. Contractor shall substantially complete the Work by the Substantial Completion date.

2.3 Plans and Specifications.

2.3.1. Intent. It is the intent of the Plans and Specifications to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of the Contract Documents and all applicable laws, codes and standards. Contractor shall perform and furnish any Work, materials, equipment, labor, services or testing that may reasonably be inferred from the requirements of the Contract Documents or from prevailing custom or trade, whether or not specifically called for, without extra cost. Words or phrases in the Plans and Specifications having a well-known meaning in the construction industry shall be interpreted in accordance with that meaning. The Divisions and Sections of the Specifications and the identification of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

2.3.2. Standards of Construction. A typical or representative Plan detail shall constitute the standard for workmanship and material throughout corresponding parts of Work, which, when necessary and inferable, Contractor shall adapt to corresponding parts of Work, subject to prior approval by the Owner's Representative.

2.3.3. Coordination of Work. Contractor shall carefully study, review and

compare the Contract Documents and verify pertinent figures shown thereon and all applicable field measurements before undertaking each part of the Work. The Contractor shall be responsible for any errors which might have been avoided by such comparison. At least twenty (20) days before starting the affected Work activity, or as soon as possible if such discovery could not have been made twenty (20) days before starting the affected Work activity, Contractor shall refer to Owner's Representative in writing any discrepancy misunderstanding concerning the Plans and/or Specifications, who shall promptly cause written clarifications or interpretations to be issued. Contractor shall perform subject to such written clarifications and interpretations.

2.3.4. Best, Highest Quality. Wherever detailed specifications are not provided, Contractor shall supply materials and equipment of best grade, quality and workmanship, with due consideration of intended purpose, and obtained from firms of established good reputation. In such situations, Contractor shall specify in writing to Owner the materials to be used or Work to be performed no later than ten (10) business days prior to furnishing or performing same. In the event of any conflict or discrepancies in the Contract Documents, it is intended that the more stringent, higher quality and greater quantity of work shall apply.

2.4 Deviations from Plans and Specifications. No modification or deviation from the Drawings and Specifications will be permitted unless approved or directed by Owner in advance. The Contractor must perform Work in strict accord with Drawings and Specifications. Deviations from Drawings and from the dimensions therein given, or from the Specifications, whether or not error is believed to exist, shall be made only when approved by the Owner Representative (including verbal approval) and is only effective if confirmed by written approval within one week thereafter.

2.5 Shop Drawings, Product Data and Samples. Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that it has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work and the Contract Documents. At the time of each submission, Contractor shall give Architect and Owner specific written notice separate from the submittal of all variations, if any, that the submission may have deviated from requirements of the Contract Documents, and the reasons therefore, together with a specific notation on each such submission identifying the variations. Shop drawings are not Contract Documents. If the Owner accepts the deviation, then it will issue an appropriate Change Order.

2.5.1. Submission Review. Favorable review of submissions shall not constitute Owner's acceptance of any responsibility for the accuracy, coordination and completeness of the submittals, which shall be the sole responsibility of the Contractor, including responsibility to backcheck comments, corrections, and modifications from Owner's and/or Architect's review before fabrication. Such submittal review is limited to determining if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated therein. Contractor bears full responsibility for any error contained within submittals that are favorably reviewed.

2.5.2. Submittal Schedule. Contractor shall submit to Owner's Representative for review, within twenty (20) days after execution of this Agreement (or such shorter time prescribed elsewhere in the Contract Documents), a preliminary schedule of Shop Drawings and Sample Submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal. Contractor shall not perform Work requiring submission of a Shop Drawing or sample or other submittal prior to submission and favorable review of the Shop Drawing or Sample or submittal, and any work so performed, shall be at Contractor's sole expense, responsibility and risk.

Article 3 - RELATIONSHIP OF THE PARTIES

3.1 Independent Contractor. The Contractor's relationship with the Owner is that of an independent contractor whose involvement in the Project is to act solely in the capacity of a general contractor and not as an agent, fiduciary, partner, member of, subsidiary of, or otherwise affiliated with the Owner. The Contractor covenants with the Owner to cooperate with the Architect and exercise the Contractor's commercially reasonable skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an economical manner consistent with the Owner's interests. The Owner agrees to timely furnish and approve all information required by the Contract Documents and to make timely payments to the Contractor in accordance with the requirements of this Agreement.

Article 4 - OWNER

4.1 Owner. The Owner is the entity identified on the front page of this Agreement. The Owner's Authorized Representative will be the individual designated herein in Article 17 who shall have express authority to represent the Owner with respect to all matters requiring the Owner's representation. The term "Owner" means the Owner or the Owner's authorized representative.

4.2 Mechanic's Liens. Within ten (10) days after receipt of written request, Owner shall furnish to Contractor all relevant information necessary for proper notice of enforcement of mechanics' liens rights. Such information shall include a correct legal description of the property on which the Project is located and the Owner's interest therein.

4.3 Approvals, Easements and Assessments. The Owner shall secure and pay for all necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures, or for permanent changes in existing facilities other than those permits and fees which are explicitly identified as Contractor's responsibility under this Agreement.

4.4 Permits, Fees & Notices. The Contractor shall secure and pay for all permits and Governmental fee, licenses, and inspections necessary for the proper execution and completion of the Work, to be reimbursed by the Owner without markup, which are customarily secured after execution of the Contract and necessary Agency Plan Review and Approvals to complete the Contract Work in accordance with the Contract Documents. Owner will pay for the Agency Plan Review Fees (except for Design/Build portions of the Work), all permits, inspections, water and sewage usage fees, and utility company connection charges. Contractor shall identify any other required permits not listed above which Owner is expected to secure. If not identified, they will be

assumed to be secured by the Contractor.

4.5 Surveys. The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise standard precautions relating to the safe performance of the Work.

4.6 Owner Information. Information or services required of the Owner by the Contract Documents shall be promptly furnished by the Owner so as not to delay the progress of the Work. Any other information or services that are under the Owner's control, and which are necessary to the Contractor's performance of the Work, shall be furnished by the Owner within ten (10) days receipt of written request from the Contractor to the Owner.

4.7 Copies of Documents. Unless otherwise provided in the Contract Documents, the Owner shall provide Contractor, free of charge, copies of Drawings and Specifications the Owner deems reasonably necessary for execution of the Work.

4.8 Correction of Work. If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or fails to carry out Work in accordance with the Contract Documents, the Owner upon seven (7) days written notice may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

4.9 Owner Backcharges. If the Contractor fails to correct defective work or fails to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the Owner to commence and continue correction of such defective work or performance with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such failure at Contractor's expense. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services and expenses made necessary by such defect, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Owner shall provide adequate back-up substantiating all charges.

4.10 Criteria; Separate Contracts. Owner may perform construction or operations related to the Project with its own forces, or award separate contracts, on the site or areas contiguous to the Site. Contractor shall coordinate with and afford all other contractors, utility companies and districts, and Owner (if Owner is performing work with its own forces), proper and safe access to the Site and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with the work of other contractors, and shall cooperate with them to facilitate the progress of the Work. Unless otherwise provided in the Contract Documents, the Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work.

Article 5 - CONTRACTOR

5.1 The Contractor. The Contractor is the person or entity identified on the signature page of this Agreement. The term “Contractor” means the Contractor or the Contractor’s authorized representative. The Contractor’s authorized representative is the individual designated in Article 17. Contractor shall be authorized to do business in the State of California and shall be properly licensed by all necessary governmental, public and other authorities having jurisdiction over the Project.

5.2 Review of Contract Documents and Site Inspection. Execution of this Agreement by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor shall be responsible to examine carefully all of the Contract Documents and all reports, investigations, test data and other documents relating to the Work and the Project site prepared by the Architect, the Owner or by the Owner’s separate consultants, and provided to the Contractor, and will apprise itself with all other conditions relevant to the performance of the Work which are capable of ascertainment through a thorough investigation of the site. The Contractor shall make its own evaluation and analysis of the information relating to the Project site and the Work during the pre-construction phase and shall clarify and resolve all questions or uncertainties relating to same. The Contractor shall not be entitled to any increase in compensation above the Contract Sum, or to any extension of the Contract Time, as a result of any condition at the Project site which should have been reasonably detected or anticipated by the Contractor as provided herein, and the Contractor shall perform all work required by or as a result of such condition, regardless of cost or expense, at the Contractor’s own risk, cost and expense. In addition, Contractor agrees that, in the event an obstruction, difficulty or condition is encountered at the Site, which the Contractor contends was unforeseen and unanticipatable, the Contractor shall notify the Owner of such condition with reasonable promptness, and in no event later than three (3) days after its discovery, and thereafter shall meet with the Owner and Architect to discuss recommendations and alternatives for responding to the condition and minimizing its impact on the Contract Sum and/or the Contract Time. The Contractor shall perform no Work involving or affected by such condition until after notifying the Owner and receiving specific directions from the Owner as to the performance of such Work. The failure of the Contractor to notify the Owner of any such condition within three (3) days of its discovery as required by this section shall constitute a waiver by the Contractor of any claim for an increase in the Contract Sum and/or extension of the Contract Time as a result of such condition and shall mean that the Contractor shall perform all Work involving or affected by any such condition without any increase in the Contract Sum or extension of the Contract Time. If an obstruction, difficulty or condition is one which was not disclosed to the Contractor as set forth above, then the Contractor (provided notice has been timely given as required by this Section) shall be entitled, as its sole and complete remedy, to an increase in compensation pursuant to the Change Order/CCD provisions herein, together with an extension of the Contract Time measured by the number of days or portions thereof, if any, that the Substantial Completion or Final Completion of the Work is actually delayed as a direct result of the existence of the obstruction, difficulty or condition.

5.3 Change Orders. If the Contractor believes that additional cost or time is involved because of scope added by clarifications or instructions issued by the Architect in response to Contractor’s notices or requests for information, the Contractor shall request a Change Order pursuant to Article 13.

5.4 Construction Means and Methods. The Contractor shall supervise and direct the Work, using the Contractor's reasonable skill and judgment. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating the construction operations of all portions of the Work, except to the extent that portions of the Work are specifically indicated in the Contract Documents to be the responsibility of others or work performed by separate contractors. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures and if the Contractor believes such means, methods, techniques, etc., are unsafe, the Contractor shall provide notice to the Owner and Architect and shall not proceed with that portion of the Work until receipt of further written instructions from the Architect. If the Contractor is then instructed to proceed without acceptance of changes proposed by Contractor, the Owner shall be solely responsible for any resulting loss or damages. The Contract Sum and Contract Time shall be equitably adjusted for any delays or costs arising from inability to proceed with the Work.

5.5 Project Manager. The Contractor shall assign a Project Manager to this Project who will handle all jobsite office management functions including oversight of checking, approving, and coordinating shop drawings and approving purchases and disbursements, payout requests and correspondence. Owner may unilaterally require the Contractor to replace its Project Manager for good cause.

5.6 Superintendent. The Contractor shall assign a competent Superintendent and necessary assistants to this Project who shall coordinate and oversee construction operations at the site during performance of the Work. The Superintendent shall be satisfactory to Owner. So long as the Superintendent remains employed by the Contractor or any related entity, the Superintendent shall not be replaced without the Owner's prior written consent. Owner may unilaterally require the Contractor to replace its Superintendent for good cause.

5.7 Cutting and Patching. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. The Contractor shall not damage or endanger a portion of the Work, or fully or partially completed construction of the Owner or separate contractors, by cutting, patching or otherwise altering such construction. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

5.8 Clean-Up. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the Owner, upon 48-hour written notice, may do so and the cost thereof shall be charged to the Contractor. Should Owner be cited by the City of Richmond for uncleanliness of the site or adjacent property because of the failure of the Contractor to keep the site and surrounding area clean, Owner shall pay the citation which will be deducted from Contract Sum by Change Order.

5.9 Use of Site. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

5.10 Substitution of Materials. The Contractor may make substitutions of specified materials only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order. Any costs incurred by the Owner in the review of substitution requests will be back charged to the Contractor.

5.11 Record Documents. The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals (such record copies are referred to herein as the "Record Documents"). These shall be available to the Owner and Architect and shall be delivered to the Owner upon completion of the Work before final payment is made. Record Documents shall be issued at such times as are required by the Contract Documents and shall be updated at Final Completion to the Owner. Such Record Documents to be provided by Contractor to Owner at Final Completion include, without limitation, revised and updated CAD files and a set of Mylar plots as an as-built record set.

5.12 Permit Drawings. The Contractor shall maintain all approved permit drawings and other documents at the site, to make them accessible to inspectors, and the Owner at all times that the Work is in progress. Such documents shall be delivered to the Owner upon completion of the Work before final payment is made.

5.13 Design/Build. The Contractor acknowledges that it may be responsible, through the retention of certain design/build subcontractors who shall be under contract with the Contractor, for the final design and engineering of those elements of the Work delineated in the drawings and specifications as design/build work or with respect to which the final design and engineering therefor is not complete (which work is referred to herein as the "Design/Build Work"). The Contractor further acknowledges that the Design/Build Work is set forth in the Contract Documents only in outline form. The Contractor agrees, however, that with respect to the Design/Build Work, it shall provide all work or services (of either an engineering or construction nature) necessary to provide the Owner with full, complete and operational systems, in compliance with all applicable codes and industry standards, whether or not all such work is currently itemized in the Contract Documents in full and exact detail. The Contractor further agrees that the later refinement or description of the Design/Build Work, whether by oral instruction or the issuance of further plans, specifications, directions or clarifications, shall not entitle the Contractor to any compensation in addition to the Contract Sum unless such later description involves work of a materially different nature, character, scope or cost (other than refinement) than that set forth in the Contract Documents in existence as of the date of the Agreement. The Contractor agrees that the Design/Build Work shall comply with applicable codes, ordinances and laws, and with the requirements and design concepts established in the Contract Documents. Any completed or installed Design/Build Work, which does not so comply, shall be corrected, modified, repaired or replaced promptly and at no cost to the Owner. Owner agrees that by providing or furnishing Design/Build Work, the Contractor is not holding itself out as an architect or engineer, nor practicing either of those professions. Contractor is merely furnishing the services of others to the Owner through subcontractors, who are licensed or authorized architects

and engineers, as applicable, and Owner shall not refuse to pay any portion of the Contract Sum on the basis that Contractor is not a licensed or authorized architect or engineer. Contractor shall require all subcontractors performing Design/Build Work to carry professional errors and omissions insurance coverage in the amount set forth in paragraph 19.2.4. Contractor expressly acknowledges and agrees that all drawings, plans, specifications, renderings, models, special art work and other work provided as part of the Contractor's or its subcontractors' services in connection with the Design/Build Work required pursuant to this Agreement (collectively referred to herein as "Design-Build Drawings") shall be the sole property of the Owner, whether the Project is executed or not, and shall not be used by the Owner on projects other than this Project. The Contractor specifically agrees to incorporate the provisions of this Section in all contracts for the services of subcontractors performing Design-Build Work. Owner agrees that Contractor may retain the original set of the Design-Build Drawings for record. Contractor agrees that the Owner shall have the right to use the Design-Build Drawings and the ideas and designs contained therein for the completion and construction of the Project, Owner's occupancy, use, maintenance and repair of the Project, and for additions, alterations or future construction to the Project, without paying Contractor (or its subcontractors) any compensation other than the amounts payable to Contractor pursuant to the Contract Documents for services actually provided to Owner, or in the event of termination such amounts as are required by the Contract Documents as a result of such termination. If requested, upon payment of undisputed fees and expenses due and owing Contractor in accordance with the Contract Documents, Contractor, within seven (7) days after the date of termination, shall deliver to Owner a complete set of all Design-Build Drawings and specifications prepared for the Project by Contractor and its subcontractors prior to the date of termination. In addition, Contractor and the subcontractors providing the Design/Build Work shall (i) comply with all Project requirements and space limitations; (ii) provide all information necessary so that Owner can secure design and approval of any structural elements comprising the Design/Build Work; and (iii) obtain approvals from authorities having jurisdiction over the Project. Contractor will not be responsible for the design of ancillary architectural or structural elements to support the Design/Build Work, such as roof supports for mechanical equipment. The Design/Build Work shall be reviewed by the Architect only for conformance with the aesthetic aspects of the design. The Architect does not assume responsibility for the design, installation or performance of the Design/Build Work.

Article 6 - SUBCONTRACTS AND OTHER AGREEMENTS

6.1 Subcontracts. Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed by Subcontractor underwritten subcontracts or by other appropriate agreements with the Contractor. A Subcontractor is a person or entity who is in direct contract with the Contractor to perform a portion of the Work at the Project. The term "Subcontractor" includes all Tier-Subcontractors or any authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement.

6.2 Tier Subcontractors. A Tier-Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Project, the term "Tier-Subcontractor" includes any persons or entities performing work directly or indirectly for said Tier- Subcontractor or an authorized representative of the Tier-Subcontractor.

6.3 Contract Documents. By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, which the Contractor, by these Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Tier-Subcontractors. Prior to the execution of the subcontract agreement, the Contractor shall make available to each Subcontractor for review, copies of the Contract Documents to which the Subcontractor will be bound, Subcontractors shall be similarly required to make copies of applicable portions of such documents available to their respective Tier-Subcontractors.

6.4 Assignment. Each subcontract agreement for a portion of the Work is contingently assigned by the Contractor to the Owner provided that: (i) Assignment is effective only after termination either mutually agreed to or termination for cause of this Agreement by the Owner pursuant to Article 22 and only for those subcontract agreements which the Owner accepts by written notification to the Subcontractor and Contractor; and (ii) Assignment is subject to the prior rights of the surety, if any, obligated under a bond or bonds relating to the Contract. Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost, if any, resulting from the suspension. The Owner shall indemnify and hold harmless the Contractor for any and all Subcontractor and Tier-Subcontractor claims arising out of, or resulting from, the performance of the Work after the date of termination of Contractor or assignment of said subcontract agreements, whichever is earlier.

Article 7 - CONTRACT TIME

7.1 Commencement of Work. The date of commencement of the Work shall be the date to be fixed in a Notice to Proceed issued by the Owner to the Contractor.

7.2 Project Schedule. Promptly after being awarded the Contract, the Contractor shall prepare and submit a Project Schedule based on the Contract Sum for the Owner's information. The Project Schedule will be attached hereto as **Exhibit 3**. The Project Schedule shall provide for expeditious and practicable execution of the Work and shall not exceed time limits under the Contract Documents. With each Application for Payment submitted by the Contractor in accordance with Article 12, other than the final Application for Payment, the Contractor shall submit to the Owner a current Project Schedule revised to indicate the portion of the Work executed during the time period covered by the Application for Payment, all progress slippage carryover into the time period covered by the Application for Payment, the anticipated delays or difficulties, and all other information required to adequately present the actual status of the progress of the Work as of the date of the Application for Payment as may be further required by the Owner.

7.3 Time is of the Essence. Time is of the essence in the performance of this Agreement. The Contract Time(s) may be modified only by Change Order. When the Contract Documents have been signed by the Contractor- and the Owner, the Owner will serve a notice to proceed establishing the start date for commencing Contract Time. By executing this Agreement Contractor agrees a) to bear the risk of delays to the Final Completion of the Work and b) Contractor

enters into this Agreement with full knowledge of this risk.

7.3.1. Time Adjustment. The Contract Time(s) will be adjusted in an amount equal to the time lost to the critical path of the Work due to only the following, and solely to the extent the delay could not have been avoided or mitigated by reasonable efforts taken by the Contractor or its Subcontractors: (i) changes in the Work ordered by the Owner; (ii) acts or neglect by the Owner or Architect, provided that Contractor has fully and completely performed its responsibilities and notice obligations under the Contract Documents; and (iii) fires, floods, epidemics, abnormal weather conditions, earthquakes, civil or labor disturbances, strikes or acts of God, provided damage resulting therefrom is not the result of Contractor's failure to protect the Work as required by the Contract Documents.

7.3.2. Delay to Critical Path. Notwithstanding the foregoing, the Contract Time(s) shall not be extended unless the Contractor has actually been prevented from completing any part of the Work within the Contract Time due to delay which is (i) beyond the control of the Contractor and due to reasons for which the Contractor is not responsible; and (ii) a claim for delay is made as provided for herein which demonstrates, to Owner's satisfaction, an actual

7.3.3. Damages for Delay. Contractor's sole and exclusive remedy with respect to delays due to events beyond the control of both Owner and Contractor (including for those reasons listed in Section 7.3.1) or concurrently caused by the Contractor and the Owner shall be an extension of Contract Time, without compensation, in an amount equal to the time lost due to such delay. Contractor may receive an extension of time and be compensated for delays caused directly and solely by the Owner, except where caused by Owner's enforcement of the Contract Documents or government act or regulation, and Contractor agrees that its sole right and remedy with respect to such delays shall be such extension of time and Contractor's actual increased project specific general conditions resulting from such delay, which shall not exceed \$1,200 per work day. Notwithstanding anything to the contrary herein, Contractor shall not be entitled to any compensation of any kind for delays caused in whole or in part by the Contractor's or any Subcontractor's failure to perform its obligations under the Contract Documents or by any acts or omissions or any Contractor or Subcontractor.

7.4 Weather Delays. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions and resulting delays which fall within the parameters listed herein. Adverse weather delays may be allowed only if the number of business days of adverse weather exceeds these parameters on a monthly basis and Contractor can prove that adverse weather actually caused delays in the completion of the Work beyond the Contract Time. In addition, such delay must be a "critical path" delay; a delay of non-time critical activity is not cause for an extension of the Contract Time. Contractor must give written notice of intent to claim an adverse weather day within ten (10) days after the adverse weather day occurs or else such claim is waived. There are zero (0) rain days included in this contract. In order to qualify as a rain day with respect to the foregoing parameters, daily rainfall must exceed .10 of an inch or more at the nearest climatically similar weather station measured or recognized by the National Oceanic & Atmospheric Administration, and Contractor must prove that the rain actually caused delay as set forth above. Notwithstanding the above allowances, Contractor shall at all times employ all available rain mitigation measures to enable Work to continue.

7.5 Schedule Content, Format. Contractor shall submit its construction schedule to Owner for review and acceptance within fifteen (15) days after Owner's Issuance of a Notice to Proceed or Contractor's commencement of the Work, whichever is earlier, as required under Division One of the specifications. The construction schedule shall be completed and accepted by the Owner prior to Contractor's Work under this Agreement. The construction schedule shall indicate all separate fabrication and field construction activities required for completion of the Work, including but not limited to the following requirements. All Work shall be shown in a logical work sequence demonstrating a coordinated plan for constructing the entire Project utilizing the critical path method of scheduling. The intent is to provide a common basis of acceptance, understanding and communication, as well as interface with all Subcontractors and contractors. The schedule shall include activities related to the delivery of Owner-furnished equipment or materials to be installed by Contractor. All activities shall be identified through codes and Contractor/Subcontractor responsibility to which they pertain. Seasonal weather conditions (that do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all Work influence by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time. Contractor shall utilize computer scheduling software, such as PRIMAVERA, Microsoft Project, or equivalent software for all scheduling including schedule updates. Contractor shall supply the Owner with both graphical paper printouts and computer data files for all schedules and updates.

7.6 Schedule Updates/Look Aheads. The Contractor shall provide the Owner Representative a construction schedule update each month of the Project to reflect actual progress and any anticipated changes to planned activities. Each construction schedule update shall continue to show all work activities, including those already completed. These completed activities shall accurately reflect "as-built" information by indicating when these completed activities were actually started and completed. Additionally, Contractor shall provide at each weekly progress meeting in a form satisfactory to Owner a two week "look ahead" construction schedule detailing with specificity the construction activities scheduled for the following two weeks.

7.7 Progress Meetings. Each week, at a mutually agreed day and time, Contractor and all appropriate Subcontractors and suppliers shall meet with Owner and such other third- parties as determined by Owner to review Work progress. Meeting minutes will be taken by the Contractor at each meeting and distributed.

7.8 Project Float. If Contractor's construction schedules reflect early completion in advance of Contract Time, the difference shall be considered Project float. Project float shall be increased to the extent that any portion of the Work is completed ahead of the time reflected in any of Contractor's schedules. Project float is a resource available to the Owner and Contractor, but owned by the Project rather than either one of them. As such, liability for delay of the Substantial Completion date rests with the party whose unexcused delay, lapse in time, actually causes delay to the Substantial Completion date. For example, if Party A incurs unexcused delay and uses some, but not all of the float, and Party B later incurs unexcused delay and uses the remainder of the float, as well as additional time beyond the float, Party B shall be liable for the delay that represents a delay to the Substantial Completion Date. However, Party A would not be responsible for the delay, since it did not consume all of the floats and additional floats remained; therefore, the Substantial Completion date was unaffected by Party A.

7.9 Miscellaneous. Failure of a construction schedule or any update to include any element of the Work, or any inaccuracy contained therein, will not relieve the Contractor from responsibility for accomplishing the Work in accordance with the Contract Documents. The Owner's acceptance of any schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon the Owner, or relieve Contractor of its responsibility for means and method of construction. No progress payment shall be due or owing to the Contractor until the schedules referred to above are submitted to and acceptable by Owner and/or Owner Representative as meeting the requirements of the Contract Documents.

Article 8 - CONTROL OF THE WORK; SITE SAFETY

8.1 Supervision Means and Methods. Subject to those rights specifically reserved in the Contract Documents, Owner shall not supervise, direct, or have control over, or be responsible for, the Contractor's means, methods, techniques, sequences or procedures of construction or for the Site cleanup, safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the furnishing or performance of Work, all of which are Contractor's sole responsibility. Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such personal skills and expertise as required and necessary to perform the Work in accordance with the Contract Documents. Contractor shall protect the Work and bear responsibility for any damage or destruction of the Work, caused by Contractor and not otherwise covered by Owner's ordinary property insurance, prior to Final Completion.

8.2 Observation by Owner and Others. Work shall be performed under the general observation and administration of Owner, Architect and Owner's consultants, and no failure by these parties to review or, upon review, failure to object to, any aspect of the Work, shall be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall immediately comply with orders and instructions given by the Owner in accordance with the terms of the Contract Documents, but nothing herein contained shall be taken to relieve the Contractor of any obligations or liabilities under the Contract Documents. Owner may require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed. The Architect/Owner Representative will conduct inspections to recommend to the Owner the dates that Contractor has achieved Substantial Completion.

8.3 Access to Site; Security. During performance of the Work, the Owner and its agents, consultants, and employees may at any time enter upon the Site, and the Contractor shall provide proper and safe facilities therefor, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as the Owner's interests may require. Other contractors performing work for the Owner may also, for all purposes required by their respective contracts, enter upon Site. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody and control of the Site and its work areas, as well as for ensuring adequate Site security is maintained.

8.4 Safety. Contractor shall be fully responsible for the safety of all persons employed to perform the Work, together with their respective agents and invitees on the Site. Contractor shall notify the Owner, in writing, of the existence of hazardous conditions, property or equipment at the

Site which are not under the Contractor's control. However, until corrected by responsible party, the Contractor shall be fully responsible to take all necessary precautions against injury to persons or damage to the property of the Contractor, subcontractors or persons from recognized hazards. Contractor assumes sole responsibility for maintaining the Site in a clean and orderly fashion to avoid workplace injuries.

8.5 Safety Programs. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work, including those required by state, federal or local laws, regulations and ordinances and shall be responsible for all damage to Work, property or structures, and all injuries to persons, arising from the performance of the Work.

8.6 Protection of Property. Contractor shall remedy all such property damage or loss caused, directly or indirectly, in whole or in part, not otherwise covered by Owner's ordinary property insurance, any person or organization retained to perform or provide any portion of the Work. Contractor shall leave the premises clean and ready for occupancy by the Owner at Substantial Completion of Work and restore to original condition all property not designated for alteration by the Contract Documents. When prosecution of the Work and Underground Facilities may affect adjacent property owners, Contractor shall notify Owner and cooperate with adjacent owners to ensure appropriate protection, removal, relocation, repair and replacement of their property.

Article 9 - WARRANTIES AND GUARANTEES

9.1 General Representations and Warranties. Contractor represents and warrants that it and its Subcontractors of any tier are and will be at all times fully qualified, licensed and capable of performing and completing all the Work in accordance with the Contract Documents, generally accepted professional standards of good and sound construction, and all applicable construction codes, standards, federal, state and local laws, licenses, and permits; and that the Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, shall be of suitable grade of its respective kind for its intended use, and shall be free from defects in materials, construction and workmanship and, with respect to the Design- Build Work under Section 5.13, from defects in design and engineering.

9.2 One Year General Warranty. In addition to warranties required elsewhere in the Contract Documents, and except with respect to roof, waterproofing or any other special extended warranties under Article 9.4, Contractor hereby warrants that all manufactured articles, materials, and equipment shall be stored, applied, installed, tested, connected, erected, used, cleaned and conditioned by the Contractor as directed by the manufacturer unless otherwise specified. In addition to the warranties provided for in Section 9.1 and elsewhere in the Contract Documents, the Contractor further represents and warrants to Owner that all Work, materials and equipment furnished under this Agreement shall conform to the Contract Documents and will be free from faults and defects in workmanship or materials for a period of one (1) year from the date of Substantial Completion. All Work not conforming to these standards shall be considered defective. Further, the Contractor agrees that all guarantees or warranties of equipment or materials furnished to the Contractor or Subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of, and are hereby assigned to, the Owner. All warranties provided in the Contract Documents and all provisions for correction of Work therein shall include Work of Subcontractors.

Limitations on warranties and limitations on the Contractor's obligation to correct Work shall not apply to latent defects in the Work nor to any specific warranties contained in or required by any of the Contract Documents. Failure of manufacturers to guarantee products will not relieve the Contractor of its obligations under the Contract Documents. The Contractor shall not be required to warrant a product that the manufacturer will not warrant due to its application as specified in the Contract Documents, provided the Contractor gives the Owner prompt written notice of such fact upon learning of the manufacturer's position (in which event the Contractor should not proceed with the application directed by the Contract Documents until receiving further direction from the Owner and Architect). Subcontractors shall warrant their work to the Owner and Contractor. The Contractor shall be responsible for any costs or expenses arising in connection with or as a result of any defective and/or nonconforming Work, including the fees for any additional professional services of the Architect necessitated thereby. Notwithstanding anything to the contrary herein, Contractor shall have no liability for the failure of any product or equipment specified by the Owner unless such failure is the result of the Contractor's defective and/or non-conforming Work.

9.3 Contractor Repairs. The Contractor shall repair or replace Work, and/or other work or property, that may have been damaged or displaced by the actions or omissions of the Contractor or its Subcontractors or to the extent caused by Work not in accordance with the Contract Documents, or Work that may be defective in its workmanship or material during the warranty period, at no expense to the Owner.

9.3.1. Owner's Right to Make Repairs. Owner may make repairs to Work it deems defective at Contractor's expense if, within fifteen (15) business days after mailing written notice of non-conforming Work to Contractor or its authorized agent, the Contractor neglects to make or undertake repair with due diligence; provided, however, that in case of leak or emergency where, in Owner's opinion, delay would cause a hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

9.4 Extended Warranties. If any guaranty exceeding one year is provided by the supplier or manufacturer of any equipment or materials used in this Project or is otherwise required by the Contract Documents, then the Contractor's guarantee for such items shall be extended for such term. The Contractor shall supply the Owner with all warranty and guarantee documents relative to equipment and materials incorporated into the Project and guaranteed by their suppliers or manufacturers. Unless the warranty or guarantee is directly to the owner (Owner), such as with kitchen appliances, the Contractor expressly agrees to act as co-guarantor of such equipment and materials, and the Contractor shall supply the Owner with all warranty and guarantee documents relative to equipment and materials incorporated into the Project and guaranteed by their suppliers or manufacturers.

9.5 No Encumbrances on Work. No material, supplies, or equipment for Work shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which the seller or supplier retains an interest therein, provided however, that nothing in this Paragraph shall impair stop notice or stop payment notice rights, as applicable, otherwise provided by law.

9.6 Latent Defects. Notwithstanding anything to the contrary contained herein with respect to warranties or with respect to Contractor's obligations to correct Work as required by Article 10 hereof (specifically including, without limitation, Section 10.2.1), it is understood and agreed that neither the warranties in this Article 9 nor such obligations to correct Work shall affect, limit or impair the Owner's rights against the Contractor with regard to latent defects in the Work which do not appear within the applicable warranty/correction period and which could not, by the exercise of reasonable care and due diligence, be ascertained or discovered by the Owner within such warranty period. The Contractor shall correct and cure any such latent defects which are reported to the Contractor by the Owner in writing within ninety (90) days after such latent defect first appears or could, by the exercise of reasonable care and due diligence, be ascertained or discovered by the Owner and/or any tenant.

9.7 Hazardous Materials.

9.7.1. Responsibility. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

9.7.2. Verification. Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up by Change Order.

9.7.3. Owner Indemnification. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 9.7.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage,

loss or expense is due to the fault or negligence of the party seeking indemnity.

9.7.4. Non-Responsibility. The Owner shall not be responsible under this Section 9.7 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

9.7.5. Contractor Indemnification. The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 9.7.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

9.7.6. Costs. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

Article 10 - INSPECTION AND CORRECTION OF WORK

10.1 Owner's Rights. The Owner's rights under this Section shall be in addition to any other rights it may have under the Contract Documents and applicable law. Contractor's obligation to complete the Work in accordance with the Contract Documents and applicable laws shall be absolute, unless the Owner agrees otherwise in writing.

10.1.1. All Work, equipment and materials, from beginning of construction through Final Completion, shall be subject to inspection, re-inspection, and rejection, at any place, by Owner, its agents or independent contractor, or governmental agencies with jurisdictional interests, and Contractor shall arrange for proper and safe conditions to accommodate same. Contractor assumes full responsibility for arranging and obtaining any inspections, tests or approvals required by public officials having jurisdiction, and it shall furnish Owner with all required certificates of inspection, or approval. If Contractor, without Owner's prior written approval, covers any Work requiring inspection before such inspection occurs, then Contractor shall uncover the Work at its sole expense. In other cases, where Owner requires Contractor to uncover Work to allow inspection not otherwise specifically required, the costs for uncovering, inspection and reconstruction shall be borne by Contractor unless the Work is found satisfactory, in which case such costs shall be borne by Owner in the same manner as other changes in the Work. Inspection of the Work by or on behalf of the Owner, or its failure to do so, shall not be deemed a waiver or approval of any non-conforming aspect of the Work.

10.2 Correction of Non-Conforming Work. Owner may instruct Contractor to replace any Work, or portion thereof, that is defective or which otherwise does not conform to the Contract Documents. Contractor shall, at its sole expense, and in accordance with Owner's written instructions, remove non-conforming Work from the Site and replace it with conforming Work, while repairing any resulting damage to other Work. Contractor shall be responsible for all claims, costs, losses, and damages arising from such non-conforming Work, including costs incurred by

Owner, which may be deducted from monies otherwise due the Contractor.

10.2.1. Correction Period. Contractor's obligations with respect to nonconforming Work shall continue from the commencement of construction until one (1) year after Substantial Completion, or such longer period of time as may be prescribed by laws, regulations, or any specific provision of the Contract Documents. If the Contractor does not promptly comply with Owner's instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may cause the non-conforming Work to be corrected, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) shall be paid by Contractor. Where non-conforming Work has been corrected under this provision, the correction period with respect to such Work shall be extended for an additional year, commencing with the correction of such non-conforming Work. In addition to the foregoing, if a governmental entity, at any time before or after Final Completion, requires the correction of any non-conforming Work by Contractor, then Contractor shall promptly correct the same at no expense to Owner.

10.3 Acceptance and Correction of Non-Conforming Work by Owner. The Owner may, at its sole option, accept non-conforming Work. Contractor shall pay all costs attributable to Owner's evaluation of and determination to accept such non-conforming Work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating necessary revisions to the Contract Documents, unless the parties are unable to agree upon an appropriate decrease in the Contract Sum, in which case the Owner may deduct from monies due the Contractor the amount of any and all claims, costs, losses (including diminution in value, notwithstanding any legal precedent to the contrary), damages, expenses and liabilities attributable to the non-conforming Work. If the acceptance occurs after Final Payment, an appropriate amount shall be paid by the Contractor as determined by the Owner.

10.3.1. Failure to Correct. If the Contractor fails within ten (10) days after written notice from the Owner to correct non-conforming Work, or provide a plan for doing so that is acceptable to Owner, the Owner may (at its sole option) do any or all of the following: (i) correct such non-conforming Work; (ii) exclude Contractor from and take possession of any part or all of the Site; and (iii) incorporate into the Work any materials and equipment stored at the Site or for which the Owner has paid the Contractor but which are stored elsewhere. Contractor shall be solely responsible for all claims, costs, losses (including diminution, in value, notwithstanding any legal precedent to the contrary), damages, expenses and liabilities incurred or sustained by the Owner in exercising such rights and remedies. Contractor shall not be allowed an extension of the Contract Time(s) (or any intermediate milestone completion dates) because of any delay in the performance of Work attributable to the exercise by the Owner of its rights and remedies under this Section. Such actions taken by the Owner will not relieve the Contractor of its warranty obligations provided in this Article 10 or elsewhere in the Contract Documents.

Article 11 - PREVAILING WAGES

11.1 Prevailing Wages. This project is not subject to prevailing wage.

Article 12 - BASIS FOR PAYMENT

12.1 Schedule of Values. Attached as **Exhibit 1** to this Agreement, is Contractor's detailed schedule of values providing a cost breakdown and unit pricing apportioning the Contract Sum among the various portions of the Work. Contractor's fee shall be listed as a separate line item. Any attempt to increase the cost of early activities, i.e., "front loading," will be rejected by the Owner, resulting in a complete reallocation of monies until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work or refusal to process progress payments, until such time as the schedule of values is acceptable to the Owner.

12.2 Compensation for the Work. Contractor shall be paid the Contract Sum for performance of the Work, which provides full compensation, including but not limited to all overhead, profit, and insurance costs attributable to the Work. Subject to approved Change Orders or increases in the Contract Sum resulting from CCDs, Contractor (including Subcontractors) shall pay all costs and expenses necessary to complete the Work (including, without limitation, all costs and expenses in excess of the Contract Sum, to the extent applicable), and Contractor shall neither invoice nor receive any additional payment from the Owner.

12.3 Applications for Payment. Unless otherwise agreed, Contractor shall submit to the Owner once a month while the Work is actively in progress, an application for payment based on the approved schedule of values for the Work put in place during that time period, including Change Orders. At Owner's discretion, all applications for payment are subject to approval by Architect. Accumulated retainage of ten percent (10%), and approved Change Orders, will be shown as separate items in the application. Payment shall be based on the percentage completion of the Work, less the aggregate of previous payments. As a condition precedent to receiving any payment, Contractor shall include with each application for payment:

- (1) A current sworn statement from the Contractor setting forth all Subcontractors and material suppliers with whom Contractor has subcontracted, the amount of each subcontract, the amount requested for each Subcontractor and supplier in the payment application, and the balance remaining on the subcontract;
- (2) Completed and executed form of conditional waiver and release of rights upon progress payment in accordance with California Civil Code § 8132, from Contractor and its Subcontractors covering the amount of the current Application for Payment (**Exhibit 4**);
- (3) Completed and executed forms of unconditional waiver and release of rights upon progress payment in accordance with California Civil Code § 8134, from Contractor and all Subcontractors and other persons eligible to file mechanics' liens and stop notices in connection with the portion of the Work covering the amount of the previous Application for Payment (**Exhibit 5**);
- (4) Copies of all licenses, leases, permits, approvals and agreements relating to the construction of the Project and not previously delivered to Owner;
- (5) Certification from Owner and Contractor that Record Documents (including,

without limitation, as-built drawings) have been updated with current Project information;

(6) Such other documentation as the Owner may reasonably request.

No payment shall be made for materials or equipment not yet incorporated into the Work without the Owner's advance written consent. Contractor shall promptly pay each Subcontractor.

12.3.1. Reliance. In taking action on the Contractor's Applications for payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor; provided that Contractor acknowledges and agrees that Owner's review of the Applications for Payment shall not be deemed to be a representation by Owner that the Owner has made a detailed examination, audit or mathematical verification of the documentation, that the Owner has made exhaustive or continuous on-site inspections or that the Owner has attempted to ascertain how or for what purposes the Contractor has used amounts previously paid.

12.4 Mechanic's Liens or Stop Notice Claims.

12.4.1. Duty: The Contractor shall keep the Project and all materials and equipment free and clear of all liens, stop notices and charges arising out of performance of the Work, and shall indemnify, defend with counsel of Owner's choosing, and hold harmless the Owner and its employees and agents from the claims, suits, actions, losses and liabilities resulting or arising from any such lien, stop notice or charge. These duties are separate and independent of Contractor's general indemnity obligations and are triggered by the assertion of any claim within the scope of Contractor's indemnity obligations above. Within ten (10) days after receiving notice that a lien has been recorded or a stop notice has been received, Contractor shall at its sole cost (including attorneys' fees) and liability either: (i) satisfy the lien / stop notice and obtain a release; or (ii) if Contractor wishes to dispute the lien / stop notice, it shall obtain a bond releasing the mechanic's lien and proceed to defend against the lien.

12.4.2. Liability. If at any time there shall be evidence of the existence of any bonded stop notice, mechanics' lien, or claim arising out of or in connection with the performance or default in performance of this Contract or any subcontract or supply contract entered into by Contractor to perform this Contract, and if the Owner might become liable for the discharge of or satisfaction of such stop notice, mechanics lien or claim, then the Owner, if not caused by the Owner's failure to make payments due under this Agreement, shall have the right to retain out of any payment then due or thereafter to become due, in addition to the amounts set forth above, an amount sufficient to discharge such stop notice, mechanics' lien, or satisfy such claim and to reimburse the Owner and the representatives of the Owner for all costs and expenses in connection therewith, including attorneys' fees. Further, the Owner, in its sole discretion, shall have the right to discharge or satisfy such bonded stop notice, mechanics' lien, or claim and pay all costs and expenses in connection therewith if the Contractor does not have such stop notice, mechanics' lien, or claim discharged or satisfied within ten (10) calendar days after receiving notice to remove the lien, stop notice, or claim from Owner or unless some other procedure for discharge or satisfaction of such lien or claim is agreed upon between Owner and Contractor. If the amounts retained are insufficient for the aforesaid purposes, or if such bonded stop notice, mechanics' lien, or claim remains undischarged or unsatisfied after all payments have been made to the Contractor, then the Contractor

shall refund to the Owner all monies that may have been paid to discharge such lien or satisfy such claims, including the costs, expenses, and attorney's fees in connection therewith.

12.4.3. Release of Payments Withheld. The Owner shall release any payments withheld due to a mechanics' lien or stop notice claim if the Contractor obtains a release bond that is: (i) issued by a surety acceptable to Owner admitted to issue surety bonds by the Department of Insurance in the state of the Project; (ii) is in form and substance satisfactory to the Owner; and (ii) is in an amount of not less than 125% of a mechanics' lien claim and 125% of the amount of any bonded stop notice claim.

12.5 Progress Payments. Upon receiving the Contractor's application for payment, the Owner or its designee will review the application and make necessary adjustments to the percentage completion of each item in the Schedule of Values, and a copy will be returned to the Contractor with a description of adjustments made. If it is determined that the payment request is not suitable for payment, the Owner shall return it to the Contractor as soon as practicable, but no later than fifteen (15) days after receipt, together with a document setting forth in writing the reasons why the payment request is not proper. If the Owner determines that portions of the payment request are not proper or not due under the Contract Documents, then the Owner shall approve the other portions of the payment request and, in the case of disputed items or nonconforming Work not remedied, may withhold compensation from Contractor consistent with California law. Within fifteen (15) days after Owner's approval of Contractor's application for payment, or as soon as practicable thereafter, the Owner will pay to the Contractor an amount equal to the approved amount, less ten percent (10%) which shall be withheld as retention.

12.5.1. Basis for Withholding Payment. The Owner or its designee may withhold approval of an Application for Payment in whole or in part, to the extent reasonably necessary to protect the Owner. If the Owner is unable to approve payments in the amount of the Application, the Owner will notify the Contractor. If the Contractor and Owner cannot agree on a revised amount, the Owner will promptly issue an Approval for Payment for the amount, if any, for any undisputed amount. The Owner may also withhold approval of an Application for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a prior approval of an Application for Payment previously issued, to such extent as may be necessary to protect the Owner from loss for which the Contractor is responsible, including loss resulting from negligent acts errors and omissions, because of:

- (a) defective Work not remedied;
- (b) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner and Owner's lenders is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- (e) damage to the Owner or a separate contractor;

- (f) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) Contractor's negligence or failure to perform its obligations under the Contract Documents;
- (h) erroneous estimates by the Contractor of the value of the Work performed;
- (i) failure of the Contractor to provide record documents, or failure to keep record documents up to date on a monthly basis;
- (j) Contractor's failure to provide materials and Subcontractor lists prior to its initial schedule for the Work;
- (k) Contractor's failure to provide and update the progress schedule for the Work.
- (l) Contractor's failure to provide and update such other items as may be required under the Contract Documents, including without limitation payee lists or compliance reports and certified payroll reports.

When any of the above reasons for withholding certification are removed, approval of payment will be promptly made for amounts previously withheld.

12.5.2. Withhold for Disputes: In the event of a dispute between the Owner and the Contractor, the Owner may withhold from payments an amount not to exceed 150% of the disputed amount. When the reasons for the withhold are removed, payment shall be made with next scheduled payment for amounts previously withheld.

12.6 Joint Checks. Owner may, at its option, for good cause make any payment by joint check made payable to Contractor and any of its subcontractors, suppliers and/or materialmen who have provided goods or services for the Project or Work. The amount of each joint check shall be credited against the Contract Sum and any other amounts owed by Owner to Contractor for performance of the Project. Owner's issuance of joint checks does not create any contractual obligations (express or implied) between Owner and such third-parties and is not intended to create any form of third-party beneficiary relationship between or among.

12.7 Allowances. The Contract shall include in the Contract Sum all allowances stated in the Contract Documents (**Exhibit 8**). Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable objection.

12.7.1. Selection materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay to the Work.

12.7.2. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts, etc.

12.7.3. Costs included Contractor's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall include in the Contract Sum and not in the allowances.

12.7.4. Adjustments whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual cost and the allowances and the change in the Contractor's costs.

12.8 Contingency. The Schedule of Values may contain an Owner controlled contingency. The contingency will be exclusively for the use of the Owner. Any use of the contingency by the Contractor shall be approved by the Owner and will include markup for Contractor fee paid out of the contingency which is not included as part of the Work shown in the Schedule of Values.

12.9 Final Payment. Owner will pay Contractor the unpaid balance of the Contract Sum, including retention, less any sums retained under the Contract Documents or by law, after Contractor delivers for itself and each Subcontractor, Sub-subcontractor, material supplier and any other person who filed a preliminary notice on the Project, an executed (i) Conditional Waiver and Release upon Progress Payment in the form attached hereto as **Exhibit 4** or Unconditional Waiver and Release on Progress Payment in the form attached hereto as **Exhibit 5** as applicable, for all Work performed through the date of Owner's last progress payment; and a (ii) Conditional Waiver and Release Upon Final Payment in the form attached hereto as **Exhibit 6** as applicable. Owner shall make such final payment within forty-five (45) days after the earliest occurrence of the following: (i) Final Completion as defined in the Contract Documents; (ii) thirty-five (35) days after the recording of a Notice of Completion by Owner in the office of the applicable County Recorder; or (iii) Owner's occupation or use of the Project accompanied by a cessation of labor for thirty (30) days. Within ten (10) days of receipt of final payment, Contractor shall provide for itself and each Subcontractor, Sub-subcontractor, material supplier and any other person who filed a preliminary notice on the Project, an executed Unconditional Waiver and Release Upon Final Payment in the form attached hereto as **Exhibit 7**. In addition, neither final payment nor any retention shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of this Agreement, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

12.10 Effect of Payment. Owner's granting of any payment(s), or receipt thereof by the Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen Contractor's liability to repair or replace unsatisfactory Work or material, though unsatisfactory character of Work or material may have been apparent or detected at time payment was made.

Article 13 - CHANGES IN THE WORK

13.1 Change Order Required. Contractor must perform the Work in strict accordance with the Contract Documents. Owner may delete any Work from Contractor's scope. No modification or extra Work requiring an increase or decrease in the Contract Sum or Contract Time(s) shall be valid, except by written Change Order. Contractor's signature on any Change Order constitutes its acceptance of any adjustments in Contract Sum or Contract Time(s) set forth therein (or lack thereof), and Contractor thereby waives any rights to seek additional compensation or time for such changes. If a Change Order does not expressly quantify an adjustment in the Contract Sum or Contract Time(s), then it is agreed that the Work provided therein requires none. Notwithstanding any provisions to the contrary, Contractor shall not be entitled to request or obtain additional compensation for changes or additions to the Work to the extent caused by Contractor's negligence, errors or omissions, it being agreed that Contractor shall be solely responsible for all such changes, additional Work and resulting costs. Contractor shall not start or invoice Owner for changes in the Work, and no payment shall be due, until the Change Order has been signed by the Parties, or a Construction Change Directive pursuant to Paragraph 13.2.2 has been issued.

13.2 Method of Change. The Owner may, without notice to any sureties or invalidating this Agreement, make alterations, additions to, or deletions from the Work and/or the Contract Documents. The Contractor shall perform such changes under applicable provisions of the Contract Documents, unless specifically provided otherwise. All such changes in the Work shall be authorized by Change Order ("CO") or a written Construction Change Directive ("CCD") and shall be performed according to the applicable requirements of the Contract Documents.

13.2.1. Change Order. A Change Order ("CO") is a written instrument signed by the Owner and Contractor, stating their agreement upon all of the following:

- A. a change in the Work, including a change in the terms or conditions of this Agreement;
- B. the amount of the adjustment in the Contract Sum, if any, and;
- C. the extent of the adjustment in the Contract Time, if any.

13.2.2. Construction Change Directive. A Construction Change Directive ("CCD") is a written order signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, to the Contract Sum or Contract Time, or both. The Owner may by CCD, without invalidating the Agreement, order changes in the Work. A CCD shall be used in the absence of agreement as to the terms of a CO.

13.2.3. Request for Proposal. A Request for Proposal ("RFP") is a written request asking the Contractor to submit to the Owner an estimate of the effect of a proposed change on the

Contract Sum and the Contract Time.

13.2.4. Change Order Request. A Change Order Request ("COR") is a written request prepared by the Contractor asking the Owner to incorporate a proposed change called for in an RFP, a CCD or a claim per the terms of this Agreement.

13.3 Pricing for Changes. Absent Contractor and Owner agreement on an appropriate adjustment in the Contract Sum, adjustments attributable to changes in the Work, not otherwise required to be performed under the Contract Documents, shall be calculated as provided below. In all cases, the Contractor shall perform the changed work as directed by the Owner, subject to the Contractor's rights under the Disputes provision in this Agreement.

13.3.1. Basis for Adjustment. In Owner's sole discretion, the pricing for changes in the Work may be on the basis of an agreed lump sum or in the manner prescribed below, which shall govern the pricing for all changes in the Work for all purposes, including all claims, regardless of which causes of action are asserted, as further described in Section 13.3.4 below.

(a) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

(b) Unit prices stated in the Contract Documents or subsequently agreed upon;

(c) The agreed upon prices for certain additions or deletions in the scope of work as provided in the Schedule of Values attached hereto as Exhibit "A".

(d) By cost, as defined in (i), (ii), (iii) and (iv) below, properly itemized and supported by sufficient substantiating data to permit evaluation, plus agreed markup for overhead and profit as defined in (v) below. Such costs shall be itemized by craft directly allocable to the change in the Work:

(i) Cost of materials, including cost of transportation and delivery;

(ii) Cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement and worker's or Workman's Compensation insurance;

(iii) Rental value of equipment and machinery, exclusive of hand tools;

(iv) Sales tax; insurance; permit costs and bond premiums;

(v) Mark-up to Contractor, Subcontractors, and Sub-subcontractor for overhead (including warranty and correction obligations), profit and all other expenses which are not specifically included in (i) through (iv) above (further including, without limitation, project specific general conditions costs and expenses) (collectively, "Profit/Overhead") shall not exceed amounts set forth in the Agreement.

13.3.2. Mark ups for Changes to the Work. The following allowance for markups for performance of the changes shall constitute full compensation for all Profit/Overhead as provided

below.

13.3.2.1 Contractor. Change Orders or CCD that are based on overages in the allowances set forth in the Schedule of Values shall not include a mark-up. When work is added at Owner's request to change to the original scope of work via Change Order or CCD, the Contractor shall be entitled to Profit/Overhead in addition to authorized allowable costs (as set forth in this Section 13.3), as follows:

.1	Contractor Labor	9%
.2	Contractor Materials and Equipment	9%
.3	Subcontractor Work	9%

13.3.2.2 Subcontractors. Change Orders or CCD that are based on overages in the allowances set forth in the Schedule of Values shall not include a mark-up. When work is added at Owner's request to change the original scope of work via Change Order or CCD, the Subcontractor shall be entitled to Profit/Overhead in addition to authorized allowable costs (as set forth in this Section 13.3), as follows:

.1	Subcontractor Labor	9%
.2	Subcontractor Materials and Equipment	9%

13.3.2.3 For Deleted Work. When the Owner is entitled to a credit for deleted Work, the credit shall include the computed cost of the Work (based on the Schedule of Values) plus 9 percent.

13.3.2.4 For Combination of Added and Deleted Work: Costs for the added and deleted Work shall be separately calculated. If the net difference between the two is an addition to the Contract Sum, the mark-ups under 13.3.2.1 shall be applied. If the net difference is a credit to the Owner, the 9% for Profit/Overhead under 13.3.2.3 shall be applied.

13.3.3. Allowances. Any allowances shall be included in the Contract Schedule of Values and included in the Contract Sum. Before performing the Work described in such allowances, Contractor shall propose a Change Order confirming pricing, and if such Work begins before a Change Order is issued, then the described Work shall be performed on a not-to-exceed basis in the amount of the allowance. Contractor will use the contingency for overages in the allowances, and no mark-up shall be given for overages in the allowances. If the contingency is exhausted at any point in the Work, Contractor may add a 7% mark-up for any Owner-driven Change Orders or CCD that are submitted after the contingency is exhausted. If the actual cost of performing the Work described by any allowances is less than what is listed in the Schedule of Values, these will be considered deductive Change Orders and the difference will be added back into the contingency.

13.3.4. Accord and Satisfaction. Contractor agrees that the amount to be paid to the Contractor as set forth in any Change Order that is signed by Contractor, and/or the amount to be paid to the Contractor pursuant to the provisions of Section 13.3 (whether pursuant to a Change

Order, claim or any other reason entitling the Contractor to such payment pursuant to the provisions of these Contract Documents) shall be a full compromise and settlement of all adjustments to the Contract Sum and Contract Time, and full compensation for (i) all work required in connection with the Change Order, or claim and (ii) any and all delay, extended overhead, disruption, acceleration, inefficiencies, inconvenience, increased supervision, lost labor or equipment productivity or other claims, costs, expenses or damages (including, without limitation, indirect, consequential, special or extraordinary damages) which have, been, or may be, incurred by the Contractor as a result of the issuance or occurrence of the Change Order, and/or the performance of the Work required or other costs incurred in connection with the Change Order, or such work.

13.4 Notice of Claim Required. For any claim for an increase in the Contract Sum or adjustment to the Contract Time, the Contractor shall give the Owner written notice of the claim within thirty (30) days after the occurrence giving rise to the claim or within thirty (30) days after the Contractor first recognizes the condition giving rise to the claim, whichever is earlier. Oral notice or simply mentioning it in a meeting will not be deemed sufficient notice. Thereafter, the Contractor shall submit full written documentation of its claim within thirty (30) days of giving notice. The Owner shall respond in writing no later than thirty (30) days after receipt of the full documentation supporting the claim. Failure to respond shall be deemed a denial of Contractor's claim(s). The above notice provisions are strict conditions precedent to Contractor's right to assert such claims. Any failure to comply with the notice and documentation provisions shall be deemed a waiver of such claims.

13.5 Cost Data; Daily Reports. Contractor acknowledges that the nature of the financing for this project may carry with it strict audit requirements. Contractor shall maintain cost records evidencing the costs incurred by the Contractor in connection with performing all work described in this Article 13, as well as daily job reports recording all significant activity on the Project, including the names of all workers and Subcontractors on Site, Work activities, problems encountered and delays. Contractor shall take weekly progress photographs (identifying date) of all areas of the Work. The Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

Article 14 - EXISTING CONDITIONS

14.1 Existing Conditions; Utilities. Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents has been obtained with reasonable care, and has been recorded in good faith. The parties acknowledge that Contractor has been given ample opportunity to investigate existing conditions. Owner only warrants, and the Contractor may only rely, on the accuracy of limited types of information, as discussed below.

14.2 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner will promptly investigate such conditions

and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 13.

14.3 Archeological Discoveries. If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 13.

14.4 Subsurface Conditions. As to any subsurface condition shown or indicated in the Contract Documents, the Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. The Owner is not responsible for the completeness of such information for construction; nor is the Owner responsible in any way for any conclusions or opinions of the Contractor drawn from such information; nor is the Owner responsible for subsurface conditions that are not specifically shown (for example, the Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

14.5 Utilities. Where main or trunk line utilities identified in the Contract Documents and other utilities or underground structures that are known or reasonably discernible and that will remain in service are encountered, the Contractor must incorporate such existing installations into the Work, including minor adjustments to design location or minor relocations of the existing installations, at no additional cost. If in service installations are damaged by the Contractor's operations, the Contractor must immediately take action to restore such installations to service.

14.6 Excavations. Contractor shall also comply with California Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:

"Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated..."

Contractor shall contact the regional notification center, "Underground Service Alert"

(“USA”), and schedule the work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide the Owner with copies of all USA records secured by Contractor. Contractor shall advise the Owner of any conflict between information provided in the Contract Documents, and that provided by USA records.

14.7 Notice. If Contractor encounters either of the following conditions at the Site, then it must provide prompt notice to Owner’s Representative in the manner described herein before conditions are disturbed (except in an emergency as required herein): (i) subsurface or latent physical conditions or Underground Facilities which differ materially from those indicated in the Contract Documents; or (ii) unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents. Where such conditions have the potential to delay the Work, Contractor shall give verbal notice to Owner’s Representative within three (3) work days after first observation, to be followed by written notice within seven work (7) days from first observation. Where such conditions create no such potential for delay, Contractor shall provide written notice to Owner’s Representative within ten (10) business days after first observing such conditions.

14.8 Notice Response. In response to the Contractor’s written notice above, the Owner will investigate the identified conditions, and if they differ materially and cause increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, the Owner will issue a Change Order under the procedures described in the Contract Documents. If the Owner and the Contractor do not agree on an adjustment in Contract Sum or Contract Time(s), then the Contractor shall proceed with the Work as directed by the Owner and may file a claim pursuant to the dispute provisions herein.

14.9 No Adjustment. The Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed latent or materially different Site conditions if the Contractor knew, should have known, or under the Contract Documents is deemed to have known, of the existence of such conditions at the time the Contractor submitted its proposal for the Work. Nothing herein shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the site of the construction.

Article 15 - CONTRACT CLOSEOUT PROCEDURES

15.1 Substantial Completion. When the Contractor considers the Work or a designated portion thereof as substantially complete, it shall submit to Owner or its designee written notice with a punchlist of items to be completed or corrected prior to final payment. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed in the Contract Documents. The Owner will promptly inspect to determine the status of completion after receiving such notice. The Work will not be suitable for inspection until all Project systems are operational as designed, all scheduled training of Owner’s or the School’s operational personnel with respect to the Work is complete and all finishes are installed. If the Owner determines that Work is

not substantially complete, then it will promptly notify the Contractor in writing and submit a list of all defects and omissions. Contractor shall remedy deficiencies and send a second written notice of Substantial Completion and updated punchlist of items to be completed. The Owner will re-inspect the Work. If deficiencies previously noted are not corrected on re-inspection, then the Contractor shall pay the cost of any re-inspection. The omission of any items from the punchlist or any revision thereof does not alter Contractor's responsibility to fully perform in accordance with the Contract Documents. Contractor shall complete the punchlist within thirty (30) days, where after Owner may engage others to complete all outstanding Work at Contractor's expense.

15.2 Final Completion.

15.2.1. Requirements. The Contractor must meet all requirements of Final Completion as defined in this Agreement in order to achieve Final Completion. When the Contractor considers the Work finally complete, it shall submit to Owner with its final application for payment a written certification that: (i) the Contractor has tested and inspected the Work for compliance with the Contract Documents, and all requirements for Final Completion have been met; (ii) the Work, except for Contractor maintenance after Substantial Completion, has been fully completed in accordance with the Contract Documents and deficiencies listed with the certificate of Substantial Completion have been completed and/or corrected, equipment and systems have been tested in the presence of the Owner Representative, and are operative; and (iii) the Work is complete and ready for final inspection. In addition to submittals required by conditions of the Contract Documents, the Contractor shall provide submittals required by governing authorities and submit a final statement of accounting detailing the total adjusted Contract Sum, as well as previous payments and any amounts remaining due.

15.2.2. Inspection. Following inspection, if Owner determines that the Work is incomplete or defective, then: (i) the Owner promptly will so notify the Contractor in writing and submit a list of the incomplete or defective items; (ii) Contractor shall promptly remedy the deficiencies and notify the Owner when the Work is ready for re-inspection, all costs for which shall be borne by Contractor; and (iii) when the Owner determines that the Work is acceptable under the Contract Documents, the Owner will request the Contractor to make closeout submittals, if any. Upon Final Completion, the Owner shall prepare and record a Notice of Completion in the office of the County Recorder. Neither Final Completion nor final payment shall constitute a waiver of any claims by Owner.

Article 16 - PERSONNEL REQUIREMENTS

16.1 English Proficiency. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site must possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

16.2 Contractor to Supply Sufficient, Qualified Workers. Contractor shall at all times keep on the Site a sufficient amount of materials and employ a sufficient number of qualified workers to prosecute the Work at a rate and in a sequence and manner necessary to complete the

Work within the Contract Time(s), notwithstanding disputes or claims of any type. If three (3) days after receiving written notice from Owner, Contractor continues to supply insufficient qualified workers, then Owner may, at its sole discretion and in addition to all other rights it may have, provide materials and qualified workers to finish the Work or any affected portion of the Work. All such costs shall be deducted from monies due Contractor, who shall remain liable for resulting delay, including any indemnification of Owner from claims of others.

16.3 Non-Discrimination. Contractor shall not discriminate against any employee or applicant for employment, nor against any Subcontractor or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Contractor shall comply with all federal, state and local laws (including, without limitation, City and County ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Contractor shall provide all information reasonably requested by Owner to verify compliance with such matters. Contractor stipulates, acknowledges and agrees that Owner has the right to monitor Contractor's compliance with all applicable non-discrimination requirements.

16.4 Subcontractors, Personnel and Non-Assignment. Contractor shall hire only qualified persons or firms who are duly licensed and experienced in performing work of like nature and complexity to the Work, and who have the time and capacity to perform the tasks assigned to them in a timely manner. The Contractor is fully responsible to the Owner for all acts and omissions of its Subcontractors and other persons and organizations engaged to perform any part of the Work, to the same extent as the Contractor is responsible to Owner for its own acts and omissions. Contractor shall make available to the Owner if requested complete copies of all final contractual agreements with Subcontractors. Excluding the insurance requirements herein, Contractor shall include a provision in each subcontract binding Subcontractors to the terms of the Contract Documents and causing Subcontractors to assume toward the Contractor and Owner all obligations and responsibilities which the Contractor assumes toward the Owner pursuant to the Contract Documents, and Contractor shall also include a provision in each subcontract requiring Subcontractors to include this same requirement in all contracts with Sub- Subcontractors of any tier.

Article 17 - PARTY REPRESENTATIVES

17.1 Project Management; Party Representatives. Both parties shall designate a representative, to serve as their respective Project managers and who are authorized to act on the parties' behalf with respect to this Agreement, and who shall render required decisions promptly, to avoid unreasonable delay in the progress of Contractor's Work. The parties may delegate all or some of the representatives' role and function to some other representative. Contractor shall not change its Project Manager without Owner's prior written approval for which will not be unreasonably withheld.

The Owner's Representative shall be:

JoAnn Koplin

Contractor's Project Manager and Representative shall be:

Hilton Ham

Article 18 - INDEMNIFICATION AND LIABILITY

18.1 Scope of Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Contractor shall defend (with legal counsel reasonably acceptable to Owner), indemnify and hold harmless Owner, and its members, managing members, officers, directors, agents, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise from or relate to, directly or indirectly, in whole or in part, from: (i) the duties or obligations under this Agreement, or any part thereof, (ii) any negligent act or omission or willful misconduct of Contractor, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control, or (iii) any claimed infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by Indemnitees, of articles or Work to be supplied in the performance of this Agreement (excluding the Contract Documents themselves). Above subparts (i), (ii) and (iii) are hereafter collectively referred to as "Liabilities". Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

18.2 Duty to Defend. Contractor's duty to defend Indemnitees is separate and independent of Contractor's indemnity obligations, and is triggered by the assertion of any claim within the scope of Contractor's indemnity obligations above, and shall apply prior to and regardless of whether or not the issue of Contractor's indemnity obligation, negligence, breach of contract or other fault or obligation has been determined.

18.3 Right to Backcharge. If Contractor fails to perform any of the defense or indemnity obligations herein, Owner may in its discretion backcharge Contractor for its costs and damages resulting therefrom and withhold such sums from progress payments or other monies which may become due.

18.4 Subcontractor Obligations. Contractor shall ensure that all subcontracting agreements for performance of any Work incorporate the following indemnification language:

To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Owner, Contractor, and their agents, directors, officers and employees (collectively, "Indemnitees") from all claims, costs, demands, causes of actions, losses and liabilities of every kind and nature whatsoever arising out of or in connection with Subcontractor's operations under this Agreement, including but not limited to attorney's fees and costs of litigation ("Liabilities"). Subcontractor's indemnity obligation shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of any such Indemnitee. These Subcontractor duties extend to claims occurring after this subcontract is terminated as well as while it is in force.

Article 19 - CONTRACTOR'S BOND AND INSURANCE REQUIREMENTS

~~19.1 Contractor's Duty to Provide Performance and Payment Bonds. Before commencing the Work, Contractor shall provide to Owner, from a surety(ies) that are listed on the US Treasury listing, <http://www.fms.treas.gov/e570/e570-a-z.html> and have a minimum AM Best rating of at least an A-XIV, a performance bond and a payment bond, each in the penal amount of the Contract Sum and in forms acceptable to the Owner. This bond will cover the initial 1 year warranty but will not be included in any extended warranties.~~

19.2 Contractor's Duty to Show Proof of Insurance. Prior to or contemporaneous with the execution of this Agreement, Contractor shall furnish to Owner satisfactory proof that Contractor has taken out for the entire period required to perform this Agreement, as further described below, the following insurance and required endorsements, in a form satisfactory to Owner and with an insurance carrier satisfactory to Owner, authorized to do business in California and rated by A. M. Best & Company of A or better, financial category size VII or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Contractor for which Contractor may be legally liable, whether performed by Contractor, or by those employed directly or indirectly by it, or by anyone for whose acts Contractor may be liable. Proof of the required insurance must be by a valid certificate of insurance and include the required endorsements. Upon Owner's request, Contractor shall provide copies of the required insurance policies. No payment shall be due or payable to Contractor until Contractor has provided Owner the required proof of all required insurance and endorsements.

19.2.1. Commercial General Liability Insurance. Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2,000,000 general aggregate and \$2,000,000 each occurrence, subject to a deductible of not more than \$5,000 payable by Contractor.

19.2.2. Business Automobile Liability Insurance. Business automobile liability insurance with limits of not less than \$1,000,000 each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than \$500 payable by Contractor.

19.2.3. Workers' Compensation Insurance. Workers' Compensation Employers' Liability limits of not less than \$ 1,000,000 each accident, \$ 1,000,000 per disease and \$1,000,000 aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation that shall be provided to Owner before the start of construction activities which names Owner, and their respective members, affiliates, directors, officers, officials, partners, representatives, employees, consultants, subcontractors and agents. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self- Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

19.2.4. Professional Liability. If Work is required under the design/build provisions

of §5.13, any design professional shall maintain claims made, professional liability coverage with a minimum limits of \$1.0 million per claim and in the aggregate.

19.3 Required Endorsements. Insurance policies shall contain an endorsement containing the following terms:

19.3.1. Status of Owner as Additional Insured. On Contractor's Commercial General Liability ("CGL") policy and Automobile Liability policy, Owner, and their respective members, affiliates, directors, officers, officials, partners, representatives, employees, consultants, subcontractors and agents, as well as Owner's lender, if any, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured. The CGL additional insured requirement must be met utilizing a combination of a CG 20 37 04/13 and a CG 20 10 04/13, or its approved equivalent (which must be provided to Owner) and must provide additional insured status while the work is being performed and after the work has been completed. Waiver of subrogation on the CGL policy must be evidenced by providing the appropriate endorsement.

19.3.2. Application to Insureds. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

19.3.3. Notice of Cancellation. Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to Owner thirty (30) days in advance of the effective date thereof.

19.3.4. Primary. Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Contractor shall be called upon to contribute to a loss covered by insurance for the named insured. A copy of this endorsement must accompany the certificate of insurance.

19.3.5. Certificates. Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described in this Section above.

19.3.6. No Limitation. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor or any of its permitted subcontractors or subcontractors may be held responsible for payment of damages resulting from their operations.

19.3.7. Contractor Failure to Comply. If Contractor fails to maintain any required insurance, Owner may take out such insurance, and deduct and retain amount of premium from any sums due Contractor under this Agreement.

Article 20 - NOTICES

20.1 Identification. Owner and Contractor shall provide notices to the other in the form of a writing, sent by certified mail return receipt requested, or by overnight courier or delivery service with signature required, as follows:

Amethod Public Schools
Attn: Evelia Villa
2101 Livingston Street
Oakland, CA 94606

Westgate Construction
Attn: Hilton Ham
5045 Fulton Drive, Unit D
Fairfield, CA 94534

Office:

Office: [REDACTED]

Cell: [REDACTED]

Cell: [REDACTED]

Attn: [REDACTED]

Attn: [REDACTED]

or to such other place as either party may similarly in writing designate to the other. Notices shall be effective three business days after mailing by certified mail, or upon receipt if delivered by overnight courier or delivery service.

Article 21 - CONTRACTOR STATUS

21.1 Independent Contractor; Taxes. Contractor shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Work, and fully liable for the acts and omissions of its employees, Subcontractors and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between Owner and Contractor, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from Owner and/or its agents shall be construed as providing for direction as to policy and the result of Work only, and not as to means and methods by which such a result is obtained. Contractor shall pay all taxes (including California sales and use taxes) accruing as a result of or levied upon this Agreement, the transaction, or the Work and/or goods delivered pursuant hereto without additional compensation, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. Contractor covenants that it will collect, report, and pay all sales and/or use taxes to the State Board of Equalization. Upon full payment, the Contractor will issue Owner a receipt pursuant to California Revenue and Taxation Code Section 6203, relieving Owner of all liability for any tax relating to the scope of this Agreement, unless explicitly assumed in writing by Owner.

Article 22 - SUSPENSION AND TERMINATION OF WORK

22.1 Suspension. Owner may direct Contractor in writing, with or without cause, to suspend, delay or interrupt Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion, which shall be treated as an excusable delay and Owner shall provide an equitable increase in Contractor's and subcontractor's compensation to reflect their actual and unavoidable costs arising from such suspension. If Owner, through no fault of Contractor, suspends Contractor's Work for more than ninety (90) consecutive days, then Contractor may terminate this Agreement upon fourteen (14) days advance written notice to Owner, provided that Owner may void such termination right by electing to resume Contractor's Work during such notice period.

22.2 Termination Generally. In the event of any termination (for cause or convenience),

Contractor shall deliver to Owner possession of all Contractor's Work and the Work in its then existing condition, including but not limited to, all Plans and Specifications, as- built, designs, engineering, cost data of all types, contracts with vendors and Subcontractors, and all other records associated with the Project. Contractor shall be liable to Owner for all loss, cost, expense, damage and liability resulting from its breach of its obligations under this Agreement and for deficiencies in any completed Work. The provisions of this Section shall not be Interpreted to diminish any right which Owner may have under this Agreement and applicable law.

22.3 Termination for Cause. Contractor may terminate its performance of the Work if Owner fails to make required payments to Contractor without substantial justification. Owner may terminate performance of the Work and associated compensation under this Agreement in whole, or from time to time in part, for cause, should Contractor commit a breach of any part of this Agreement and not cure such breach within ten (10) calendar days of the date of Owner's written notice to Contractor demanding such cure. If such breach is curable but not within such ten (10) day period, then Owner may grant Contractor additional time to cure, provided that Contractor provides within the ten (10) day period a written cure plan that is acceptable to Owner, and then diligently commences and continues such cure according to the approved written plan. Owner may also terminate performance of the Work for cause in the event Contractor should make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator, or seek for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation.

22.3.1. Payment. In the event Owner terminates Contractor for cause, Contractor shall not receive any further payment until the Work is completed. If the unpaid amounts on the Contract Sum otherwise due Contractor exceed all Owner's costs to complete the Work, then Contractor will be paid for the Work it performed through the date of termination only, subject to Owner's rights of offset and backcharges. If such costs to complete the Work exceed the unpaid amounts on the Contract Sum otherwise due Contractor, then Contractor shall immediately pay the difference to the Owner upon demand. Owner's costs to complete the Work include, but are not limited to, all additional costs incurred by reason of such termination and completion for Owner's personnel, attorneys fees, insurance, administrative expenses and services for architectural, engineering and project management. Owner shall not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third-parties, and Contractor may not recover any other cost, damage or expense.

22.4 Termination for Convenience. Owner may terminate performance of the Work under this Agreement in whole, or from time to time in part, for convenience, whenever Owner determines that such termination is in Owner's best interests. In the event Owner terminates this Agreement for convenience, Contractor shall be entitled to payment of its outstanding invoices and unbilled but earned compensation through the date of termination, as well as any other reasonable and necessary termination expenses incurred. Contractor shall receive no payment, including but not limited to profit and overhead, for Work not performed. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a Termination for Convenience, and Contractor shall have no greater rights than it would have had if a Termination for Convenience had been effected in the first instance. No other loss, cost, damage,

expense of Contractor may be claimed, requested or recovered.

22.5 Contingent Assignment of Subcontracts. Contractor hereby assigns to the Owner each Subcontract for a portion of the Work, provided that the assignment is effective only after Owner's termination of Contractor as provided above (or portion thereof relating to that Subcontract); and, the assignment is effective only for the Subcontracts which Owner expressly accepts by notifying the Subcontractor in writing.

Article 23 - USE OF PREMISES

23.1 Partial Occupancy or Use. Owner may occupy or use any completed or partially completed portion of the Work at any stage, regardless of whether or not the portion is substantially complete, provided Owner and Contractor have accepted in writing the responsibilities assigned to each of them for insurance, utilities and damage to that area of the Work. Unless otherwise agreed upon, partial occupancy or use shall not constitute acceptance of Work not complying with the requirements of the Contract Documents and shall not relieve the Contractor from liability for damages or protection of the Work.

Article 24 - MAINTENANCE OF RECORDS

24.1 Audit and Inspection of Records. Contractor shall maintain (and not alter, damage, dispose of or destroy) documents and records prepared by or furnished to Contractor concerning the Project for at least three (3) years following completion of the Work. Contractor shall exercise such controls as may be necessary to ensure proper performance of this Agreement and compliance with applicable laws (including, without limitation, prevailing wage laws). Contractor shall permit Owner to audit, examine, re-examine, and make copies, excerpts and transcripts from such records. Records shall be made available for inspection at a mutually agreed location within thirty (30) miles of the Project Site. Such rights shall be specifically enforceable, and Contractor's full cooperation is a condition precedent to its right to receive any further payments and/or assert any claim against Owner. Contractor shall include a provision in all subcontracts conferring these same rights to Owner with respect to such Subcontractors.

Article 25 - DISPUTES AND DISPUTE RESOLUTION

25.1 Meet and Confer. In the event of a dispute, the parties shall meet and confer in good faith with the Owner's representative in an effort to resolve such dispute. If the parties are unable to informally resolve the dispute, then the dispute shall be handled in the manner described in this section, and the parties expressly waive any right to have their disputes resolved through litigation and trial by jury. Contractor shall continue its work throughout the course of any dispute, and Owner shall continue to make payments to Contractor unless the dispute involves Owner's obligation to make particular payments. A condition precedent to Contractor making any claim, and/or availing itself of the dispute resolution procedures set forth herein, Contractor shall first file a written claim setting forth Contractor's position, which must include the following: (i) a narrative of pertinent events; (ii) citation to contract provisions; (iii) theory of entitlement; (iv) complete pricing of all cost impacts; and (v) a complete analysis of all time delays showing impact to critical path activities. The claim shall be submitted to the Owner within twenty (20) calendar days of receiving the Owner's written decision concerning the dispute, and shall be priced like Change Orders according to the

requirements of this Agreement, and updated monthly if a continuing claim.

25.2 Dispute Resolution.

25.2.1. Meet and Confer. Any dispute remaining after the initial good faith meet and confer efforts at resolution shall then be discussed with the President and Chief Executive Officer of Owner. Any dispute remaining after such meeting shall go to mediation as specified herein, upon the initiation by a party.

25.3 Mediation.

25.3.1. Mediation Is Condition Precedent to Other Actions. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

25.3.2. Mediation Rules. The Owner and Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect.

25.3.3. Initiation of Mediation. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 90 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

25.3.4. Share Mediator's Fee. The parties shall share the mediator's fee and any filing fees equally.

25.3.5. Location of Mediation. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

25.3.6. Enforcement of Agreements Reached. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

25.4 Arbitration.

25.4.1. Arbitration is Mandatory. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with this Agreement. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration.

25.4.2. Arbitration Rules. Unless the parties mutually agree otherwise, arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The parties agree that in any dispute, one (1) arbitrator shall be used.

25.4.3. Initiation of Arbitration. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

25.4.4. Period(s) of Limitation. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

25.4.5. Other Parties. Arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, Architect, and any other person or entity whose involvement is required for complete resolution of the claims sought to be joined. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

25.4.6. Enforcement of Arbitration Decision. Any award by the arbitrator shall be based on California law. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

25.4.7. Discovery Rules. In the event of any arbitration, discovery shall be allowed pursuant to California Code of Civil Procedure § 1283.05.

25.5 No Special or Incidental Damages. Notwithstanding any other provision of this Agreement, in no event shall Owner or Contractor be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, home office overhead, lost business opportunity, and impairment of bonding capacity arising out of or in connection with this Agreement or the Work performed in connection with this Agreement.

Article 26 - MISCELLANEOUS PROVISIONS

26.1 California Law. This Agreement shall be deemed to have been executed in Los Angeles, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all arbitration or litigation arising from or relating to this Agreement shall be in Alameda County, California.

26.2 Entire Agreement. This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, including but not limited to any prior or contemporaneous letters of authorization directing the Contractor to proceed with the Work. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

26.3 No Waiver. The making of any payments, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision of this Agreement.

26.4 Modifications; Fax Signatures. Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Faxed signatures of this Agreement shall be binding as originals.

26.5 Statutes of Limitation. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final payment to Contractor, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

26.6 Severability. Should any clause, provision or aspect of this Agreement be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this Agreement shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Agreement. If the provisions of the operative law compromising enforceability may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

26.7 Assignment. Upon five (5) days written notice to Contractor, Owner may assign this Agreement to any purchaser of the Property or any lender providing financing to complete the Work, provided that such assignee agrees to assume all obligations of Owner under this Agreement. Upon such Assignment, Contractor fully releases Owner from any further obligations under this Agreement. Contractor shall fully cooperate with Owner to effectuate any such assignment.

26.8 Counterparts. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Balance of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

Westgate Construction

Amethod Public Schools

By:



Name: Hilton Ham
Title: Owner
License No.: 806868

By:



Name: Evelia Villa
Title: Chief Business Officer

- Exhibit 1: Contract Schedule of Values
- Exhibit 2: List of Plans and Specifications
- Exhibit 3: Construction Schedule
- Exhibit 4: Conditional Waiver and Release Upon Progress Payment
- Exhibit 5: Unconditional Waiver and Release Upon Progress Payment
- Exhibit 6: Conditional Waiver and Release Upon Final Payment
- Exhibit 7: Unconditional Waiver and Release Upon Final Payment
- Exhibit 8: Excludes
- Exhibit 9: Staging Diagrams
- Exhibit 10: Insurance Certificate
- Exhibit 11: Forms (IFB Forms; Change Order Form; RFI form)

WESTGATE CONSTRUCTION

PROPOSAL

February 16, 2021

JoAnn Koplin

Amethod Public Schools

Job: AMPS Middle School

We are pleased to provide our price quotation to include the following scope for the project referenced above.

SCOPE OF WORK:

Tenant improvement per drawings by Harriman Kinyon Architects, Inc.

Total

\$ 3,990,590

QUALIFICATIONS:

- 1 This proposal is subject to the qualifications of each sub contractor.
- 2 This proposal is based on the assumption that there will be no students present north of line "K" on the first floor except for access to the existing resrooms.
- 4 This proposal is based on a twenty-two week schedule starting on March 15th, 2021 thru August 13th,
- 5 Extended general condition shall be billed at the rate of \$150.00 per hour for delays caused by others.
- 6 Material cost increases are to be covered by AMPS.
- 7 This proposal does not include replacement of rooftop HVAC units. The estimated cost of two seventy-five ton units and one new boiler unit is approximately \$400,000.00.

ALLOWANCES:

1	Inspections and testing	\$	5,000
2	Fire Life Safety	\$	10,000
3	Assitive Listening System	\$	10,000
4	Signage	\$	12,000
5	Acoustical Ceilings	\$	125,000
6	Mechanical	\$	461,900
7	Security System	\$	10,000

Thank you for allowing us to provide a quote for your project. Please do not hesitate to contact the undersigned if you have any questions or comments.



Hilton Ham

WESTGATE

CONSTRUCTION

BID SHEETS

Date: February 26, 2021

Duration: 960 hours

Bid Date: x

Job: AMPS Middle School Contract Budget

Customer: Amethod Public Schools

Job # x

Allowance

Job Address: 1450 Marina Way South

Estimtr: Hilton Ham

0

DIV. CODE	DESCRIPTION	NOTES	MAN HRS	RATE	LABOR	MATERIAL	SUB	OTHER	BUDGET
1	GENERAL REQUIREMENTS								
1310	PROJECT MANAGEMENT		320	\$ 90	\$ 28,800				\$ 28,800
1311	PROJECT ENGINEER		320	\$ 65	\$ 20,800				\$ 20,800
1315	FIELD SUPERVISION		960	\$ 90	\$ 86,400				\$ 86,400
1325	BLUE PRINTS		0		\$ -			\$ 1,200	\$ 1,200
1330	SUBMITTAL PROCEDURE			\$ -	\$ -				\$ -
1351	PERMITS / FEES				\$ -				\$ -
1352	SAFETY			\$ -	\$ -			\$ 500	\$ 500
1355	OVERNIGHT DELIVERY				\$ -				\$ -
1370	TRAVEL / MILEAGE			\$ -	\$ -			\$ 2,500	\$ 2,500
1436	FLOOR PROTECTION				\$ -				\$ -
1437	ESCALATOR PROTECTION				\$ -				\$ -
1440	FIRE EXTINGUISHERS				\$ -				\$ -
1500	TEMPORARY FACILITIES				\$ -				\$ -
1502	TEMP TOILETS				\$ -			\$ 3,500	\$ 3,500
1505	OFFICE EQUIPMENT				\$ -				\$ -
1506	OFFICE SUPPLIES				\$ -				\$ -
1511	JOBSITE TELEPHONE				\$ -				\$ -
1525	GENERAL CONSTRUCTION			\$ -	\$ -				\$ -
1540	HOISTING / MATERIAL LIFT				\$ -				\$ -
1545	SCAFFOLDING				\$ -				\$ -
1546	SCISSOR LIFTS				\$ -				\$ -
1550	PARKING & VEHICLE ACCESS				\$ -				\$ -
1560	TEMP BARRIERS & ENCL				\$ -			\$ 4,500	\$ 4,500
1711	SITE SURVEYS				\$ -				\$ -
1721	SCHEDULE PREPARATION		32	\$ 95	\$ 3,040				\$ 3,040
1725	MISC CONTINGENCY				\$ -				\$ -
1731	RENTAL EQUIPMENT				\$ -			\$ 5,000	\$ 5,000
1740	DAILY CLEANING / GENERAL LABOR		280	\$ 55	\$ 15,400				\$ 15,400
1742	FINAL CLEAN-UP		0	\$ -	\$ -		\$ 14,100		\$ 14,100
1745	DEBRIS BOXES / REFUSE				\$ -			\$ 11,900	\$ 11,900
1770	CLOSE OUT DOCS			\$ -	\$ -			\$ 1,800	\$ 1,800
					\$ -				\$ -
1	DIVISION COST TOTALS				\$ 154,440	\$ -	\$ 14,100	\$ 30,900	\$ 199,440
2	EXISTING CONDITIONS								
1200	INSPECTIONS & TESTING			\$ -	\$ -		\$ 5,000		\$ 5,000
2220	SITE DEMOLITION			\$ -	\$ -		\$ 118,670		\$ 118,670
2612	ABATEMENT / SITE REMEDIATION			\$ -	\$ -				\$ -
					\$ -				\$ -
2	DIVISION COST TOTALS				\$ -	\$ -	\$ 118,670	\$ -	\$ 123,670
3 & 4	CONCRETE & MASONRY								
3000	CONCRETE				\$ -		\$ 32,000		\$ 32,000
3530	CONCRETE TOPPING				\$ -				\$ -
3543	POLISHED CONCRETE FINISHING				\$ -				\$ -
3811	CONCRETE CUTTING/CORING				\$ -		\$ 10,000		\$ 10,000
4000	MASONRY				\$ -				\$ -
					\$ -				\$ -
3 & 4	DIVISION COST TOTALS				\$ -	\$ -	\$ 42,000	\$ -	\$ 42,000

WESTGATE

CONSTRUCTION

BID SHEETS

Date: **February 26, 2021**

Duration: 960 hours

Bid Date: **x**

Job: **AMPS Middle School Contract Budget**

Customer: **Amethod Public Schools**

Job # **x**

Allowance

Job Address: **1450 Marina Way South**

Estimtr: **Hilton Ham**
0

DIV. CODE	DESCRIPTION	NOTES	MAN HRS	RATE	LABOR	MATERIAL	SUB	OTHER	BUDGET
5	METALS								
5120	STRUCTURAL STEEL				\$ -				\$ -
5121	STAINLESS STEEL TOPS				\$ -		\$ 30,000		\$ 30,000
5410	STRUCTURAL METAL STUD FRAMING			\$ -	\$ -				\$ -
5550	MISC METALS & STAIRS				\$ -		\$ 52,872		\$ 52,872
5581	METAL WALL PANELS & CLADDING				\$ -				\$ -
					\$ -				\$ -
5	DIVISION COST TOTALS				\$ -	\$ -	\$ 82,872	\$ -	\$ 82,872
6	WOODS & PLASTICS								
6220	MILLWORK			\$ -	\$ -		\$ 139,120		\$ 139,120
6100	ROUGH CARPENTRY			\$ -	\$ -				\$ -
6200	FINISH CARPENTRY			\$ -	\$ -		\$ 18,000		\$ 18,000
6640	FRP / COMPOSITE MATERIALS			\$ -	\$ -		\$ 13,250		\$ 13,250
					\$ -				\$ -
6	DIVISION COST TOTALS				\$ -	\$ -	\$ 170,370	\$ -	\$ 170,370
7	ROOFING, THERMAL & MOISTURE PROTECTION								
7100	WATERPROOFING				\$ -				\$ -
7210	BUILDING INSULATION			\$ -	\$ -		\$ 31,650		\$ 31,650
7250	WEATHER BARRIERS			\$ -	\$ -				\$ -
7330	ROOF COVERINGS			\$ -	\$ -				\$ -
7410	ROOF PANELS				\$ -				\$ -
7460	SIDING				\$ -				\$ -
7500	ROOFING				\$ -				\$ -
7800	FIRE PROTECTION				\$ -				\$ -
7920	JOINT PROTECTION / FIRE CAULK			\$ -	\$ -				\$ -
					\$ -				\$ -
7	DIVISION COST TOTALS				\$ -	\$ -	\$ 31,650	\$ -	\$ 31,650
8	DOORS & WINDOWS								
8100	METAL / WOOD DRS, FR, HDWR		0	\$ 85	\$ -	\$ -	\$ 581,723		\$ 581,723
8310	ACCESS DRS & PANEL			\$ -	\$ -		\$ -		\$ -
8330	ROLL UP DOORS				\$ -				\$ -
8420	ALUM. STOREFRONT DRS & HDWR				\$ -				\$ -
8430	STOREFRONT & GLAZING				\$ -		\$ 49,400		\$ 49,400
8600	SKYLIGHTS				\$ -		----		\$ -
8780	AUTOMATIC DR OPERATORS				\$ -				\$ -
8830	MIRRORS			\$ -	\$ -				\$ -
8871	WINDOW FILM				\$ -				\$ -
					\$ -				\$ -
8	DIVISION COST TOTALS				\$ -	\$ -	\$ 631,123	\$ -	\$ 631,123
9	FINISHES								
9200	PLASTER / STUCCO			\$ -	\$ -				\$ -
9221	METAL STUD FRAMING		0	\$ 85	\$ -	\$ -			\$ -
9290	GYP BD FINISH/TAPE		0	\$ 85	\$ -	\$ -			\$ -
9298	GYPBOARD		0	\$ 85	\$ -	\$ -	\$ 304,240		\$ 304,240
9510	ACOUSTICAL CEILING			\$ -	\$ -		\$ 125,000		\$ 125,000
9530	CEILING SUSPENSION			\$ -	\$ -				\$ -
9600	RESILIENT FLOOR, CARPET & BASE			\$ -	\$ -		\$ 177,450		\$ 177,450
9610	FLOOR MOISTURE SYSTEM			\$ -	\$ -				\$ -
9630	STONE / CERAMIC TILE				\$ -		\$ 16,000		\$ 16,000
9640	HARDWOOD / LAMINATE FLOORING				\$ -				\$ -
9670	FLUID APPLIED FLOORING				\$ -				\$ -
9912	PAINT / WALL COVERING			\$ -	\$ -		\$ 98,900		\$ 98,900
9900	CONCRETE COATINGS				\$ -				\$ -
					\$ -				\$ -
9	DIVISION COST TOTALS				\$ -	\$ -	\$ 721,590	\$ -	\$ 721,590

WESTGATE

CONSTRUCTION

BID SHEETS

Date: **February 26, 2021**
 Job: **AMPS Middle School Contract Budget**
 Job # **x**
 Estimtr: **Hilton Ham**

Duration: 960 hours

Bid Date: **x**
 Customer: **Amethod Public Schools**
 Job Address: **1450 Marina Way South**
0

Allowance

DIV. CODE	DESCRIPTION	NOTES	MAN HRS	RATE	LABOR	MATERIAL	SUB	OTHER	BUDGET
10	SPECIALTIES								
10116	MARKERBOARDS				\$ -		\$ 49,600		\$ 49,600
10140	PANEL SIGNAGE			\$ -	\$ -		\$ 12,000		\$ 12,000
10160	TOILET PARTITIONS			\$ -	\$ -				\$ -
10200	WALL LOUVERS				\$ -				\$ -
10400	ADA PARKING SIGNS (VERIFY IN SITEWORK BID)				\$ -				\$ -
10440	FIRE EXTINGUISHERS & CABINETS			\$ -	\$ -		\$ 16,500		\$ 16,500
10500	STORAGE / LOCKERS & SHELVING			\$ -	\$ -		\$ 24,000		\$ 24,000
10700	AWNINGS / SHADE STRUCTURES				\$ -				\$ -
10750	FLAGPOLES				\$ -				\$ -
10810	TOILET ACCESSORIES		48	\$ 85	\$ 4,080		\$ 2,400		\$ 6,480
10821	ROOF SCREENS				\$ -				\$ -
					\$ -				\$ -
10	DIVISION COST TOTALS				\$ 4,080	\$ -	\$ 104,500	\$ -	\$ 108,580
11	EQUIPMENT								
11500	LIBRARY / AV / LAB / PROJ MOUNTS				\$ -				\$ -
11400	FOOD SERVICE EQUIPMENT		64	\$ 85	\$ 5,440				\$ 5,440
11670	RECREATION / PLAYFIELD EQUIP.				\$ -				\$ -
					\$ -				\$ -
11	DIVISION COST TOTALS				\$ 5,440	\$ -	\$ -	\$ -	\$ 5,440
12	FURNISHINGS								
12200	WINDOW COVERING / TREATMENT		96	\$ 75	\$ 7,200				\$ 7,200
12360	COUNTERTOPS				\$ -		\$ 4,500		\$ 4,500
12520	SEATING				\$ -				\$ -
					\$ -				\$ -
12	DIVISION COST TOTALS				\$ 7,200	\$ -	\$ 4,500	\$ -	\$ 11,700
14	CONVEYING EQUIPMENT								
14200	ELEVATOR / MATERIAL LIFT				\$ -				\$ -
					\$ -				\$ -
14	DIVISION COST TOTALS				\$ -	\$ -	\$ -	\$ -	\$ -
21	FIRE SUPPRESSION								
21100	FIRE SPRINKLERS						\$ 86,000		\$ 86,000
									\$ -
21	DIVISION COST TOTALS				\$ -	\$ -	\$ 86,000	\$ -	\$ 86,000
22	PLUMBING								
22000	PLUMBING, EQUIPMENT & FIXTURES				\$ -		\$ 109,275		\$ 109,275
					\$ -				\$ -
22	DIVISION COST TOTALS				\$ -	\$ -	\$ 109,275	\$ -	\$ 109,275
23	HVAC								
23000	MECHANICAL				\$ -		\$ 461,900		\$ 461,900
23019	DIRECT DIGITAL CONTROLS				\$ -				\$ -
23059	CONTROLS & BALANCING				\$ -				\$ -
					\$ -				\$ -
23	DIVISION COST TOTALS				\$ -	\$ -	\$ 461,900	\$ -	\$ 461,900
26 27 28	ELECTRICAL, COMMUNICATION, & SECURITY								
26000	ELECTRICAL				\$ -		\$ 696,218		\$ 696,218
26200	LOW VOLTAGE				\$ -				\$ -
27000	ASSISTIVE LISTENING SYSTEM				\$ -		\$ 10,000		\$ 10,000
28000	SAFETY, SEC. & ACCESS CONTROL				\$ -		\$ 10,000		\$ 10,000
28400	FIRE LIFE SAFETY				\$ -		\$ 10,000		\$ 10,000
					\$ -				\$ -
26 27 28	DIVISION COST TOTALS				\$ -	\$ -	\$ 726,218	\$ -	\$ 726,218

WESTGATE

CONSTRUCTION

BID SHEETS

Date: February 26, 2021

Duration: 960 hours

Bid Date: x

Job: AMPS Middle School Contract Budget

Customer: Amethod Public Schools

Job # x

Allowance

Job Address: 1450 Marina Way South

Estimtr: Hilton Ham

0

DIV. CODE	DESCRIPTION	NOTES	MAN HRS	RATE	LABOR	MATERIAL	SUB	OTHER	BUDGET
31 & 32	EARTHWORK & EXTERIOR IMPROVEMENTS								
31000	SITE WORK EXCAVATING			\$ -	\$ -				\$ -
32100	ASPHALT & STRIPING				\$ -				\$ -
32180	PLAYGROUND SURFACING				\$ -				\$ -
32181	SYNTHETIC TURF				\$ -				\$ -
32310	FENCES & GATES			\$ -	\$ -				\$ -
32320	RETAINING WALLS				\$ -				\$ -
32800	IRIGATION & PLANTING				\$ -				\$ -
					\$ -				\$ -
31 & 32	DIVISION COST TOTALS				\$ -	\$ -	\$ -	\$ -	\$ -
33	UTILITIES								
33400	STORM DRAINAGE						\$ -		\$ -
21111	FIRE HYDRANTS								\$ -
									\$ -
33	DIVISION COST TOTALS				\$ -	\$ -	\$ -	\$ -	\$ -
	MISC.								
	PROJECTOR MOUNTS					\$ -	\$ 26,400	\$ -	\$ 26,400
									\$ -
	TOTAL MISC.				\$ -	\$ -	\$ 26,400	\$ -	\$ 26,400
	TOTAL JOB COST				\$ 171,160	\$ -	\$ 3,331,168	\$ 30,900	\$ 3,538,228
	CONTINGENCY								\$ 141,529
									\$ -
	GENERAL LIABILITY								\$ 53,073
									\$ -
	CONTRACTOR OVERHEAD								\$ 141,529
	SUBTOTAL								\$ 3,874,360
	CONTRACTOR FEE								\$ 116,231
									\$ -
									\$ -
	GRAND TOTAL								\$ 3,990,590

Note Reference (if applicable)

- 1
- 2
- 3
- 4
- 5
- 6

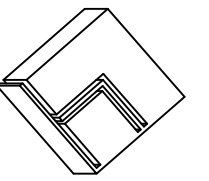
AMPS- RICHMOND

TENANT IMPROVEMENTS FOR

AMETHOD PUBLIC CHARTER MIDDLE SCHOOL

1450 MARINA WAY SOUTH
RICHMOND, CA

Harriman Kinyon
Architects, Inc.



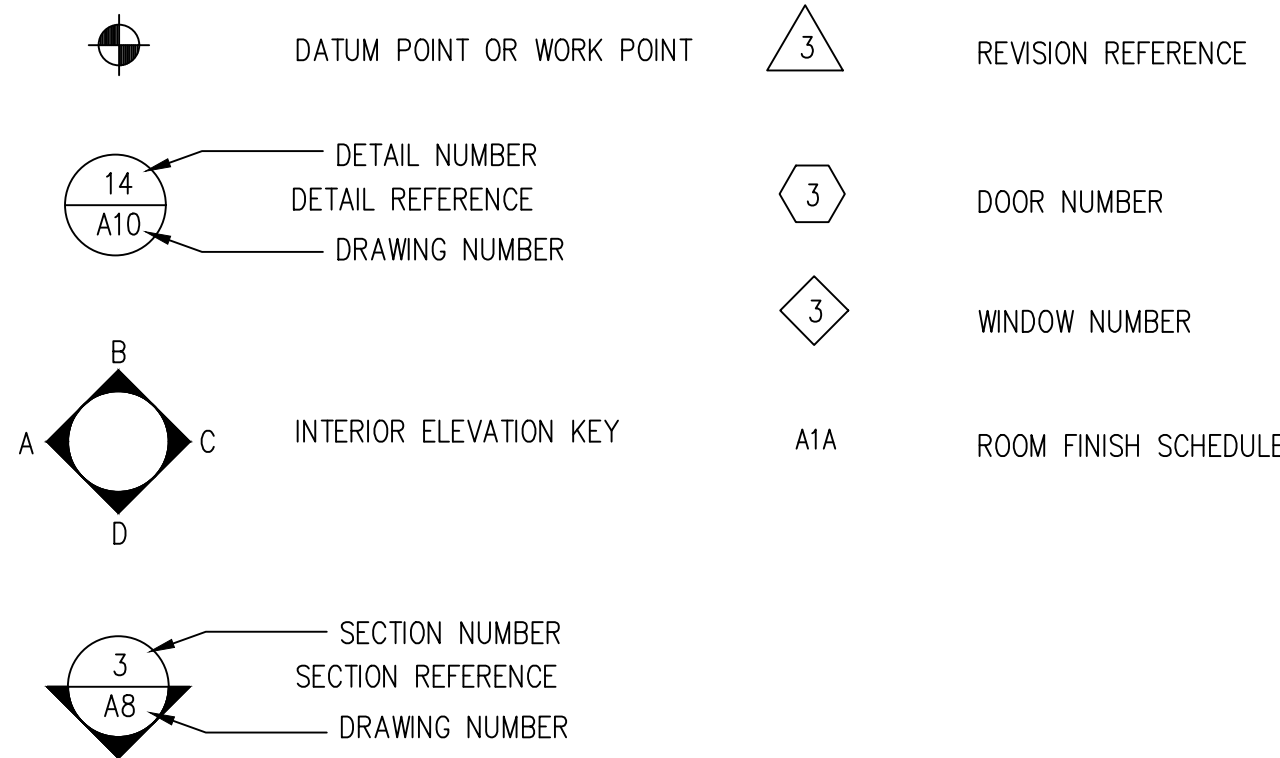
1801 Oakland Blvd., Suite 320
Walnut Creek, CA 94596
(925) 934-1160
Fax: 934-8132

AMPS Richmond
TENANT IMPROVEMENTS

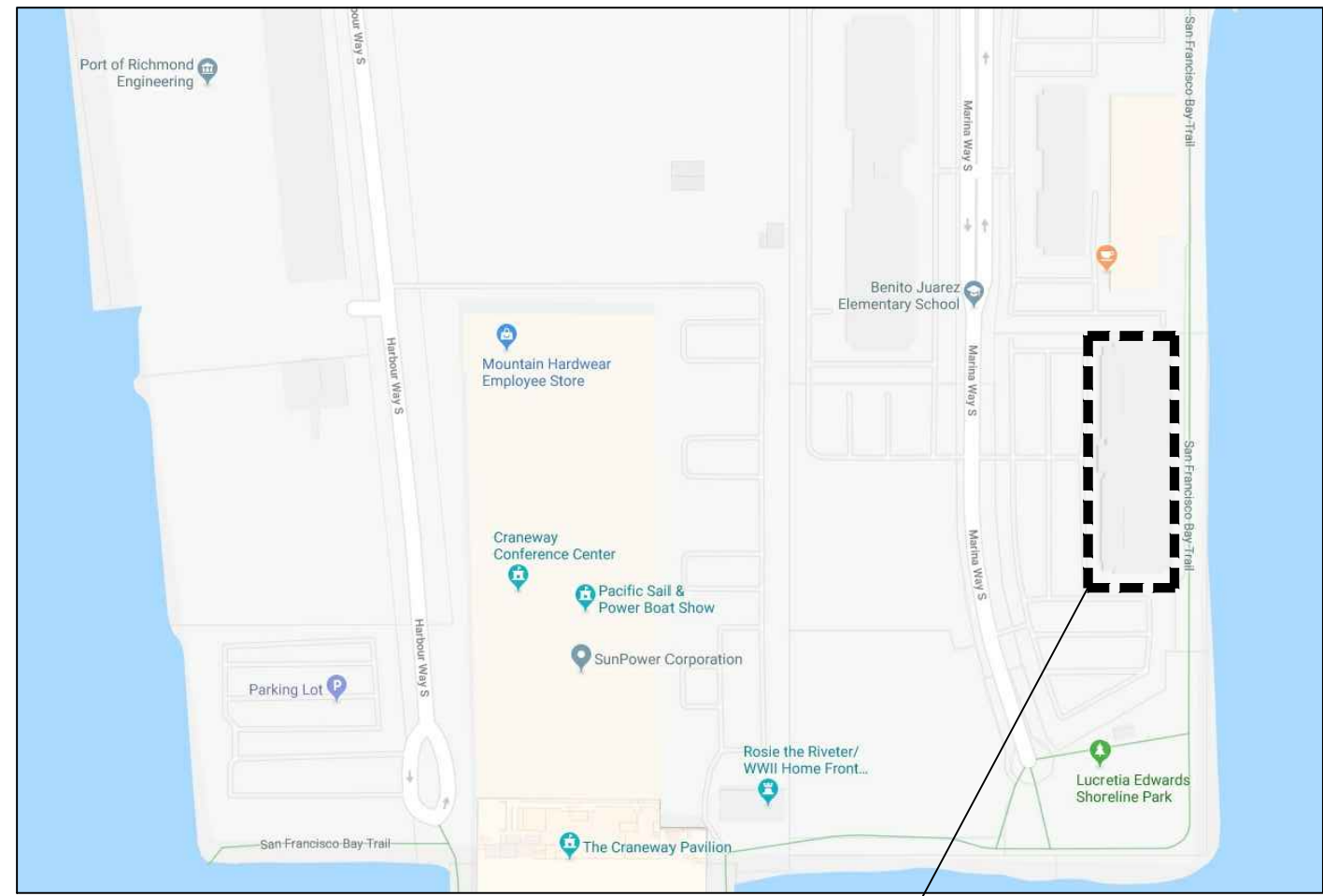
FOR
Amethod Public School

1450 Marina Way South
Richmond, CA

SYMBOLS



VICINITY MAP



PROJECT LOCATION

PROJECT TEAM

CLIENT	ARCHITECT
AMETHOD PUBLIC SCHOOL 2101 LIVINGSTON STREET OAKLAND, CA 94608 TEL (510) 501-9704 KEIVAN ABIDI	HARRIMAN KINYON ARCHITECTS, INC. 1801 OAKLAND BLVD, SUITE 320 WALNUT CREEK, CA 94596 925-934-1160 (FAX) 934-8132 DAVID KIM
STRUCTURAL ENGINEER	ELECTRICAL ENGINEER
ZFA STRUCTURAL ENGINEERS 1212 FOURTH ST, SUITE Z SANTA ROSA, CA 95404 707.526.0992	JENSEN ENGINEERING, INC. 9655 GATEWAY DR. SUITE A RENO, NC 89521 775-852-2288
CHRIS WARNER	GEORGE JENSEN

CONTRACTOR
TBD

ABBREVIATIONS

ABV	Anchor Bolt	MECH	Mechanical
AC	Above	MFR	Manufacturer
A/C	Asphaltic Concrete	MIN	Minimum
ACOUS	Air Conditioning	MISC	Miscellaneous
ADJ	Adjustable	MOLDG	Molding
ASTM	American Society of Testing Materials	MO	Masonry Opening
BLDG	Building	MS	Machine Screw
BLK	Black	MT	Mount (ed) (ing)
BLKG	Blocking	MTL	Metal
BM	Beam	N	New
CB	Catch Basin	NIC	Not In Contract
CBC	California Building Code	NOM	Nominal
CSMT	Casement	NTS	Not To Scale
CEM	Cement	# (NO)	Number/Pound
CER	Ceramic	OC	On Center
CLG	Ceiling	OD	Outside Diameter
CL	Center Line	OH	Opposite Hand
CLR	Clear	OPNG	Opening
CMU	Concrete Masonary Unit	OPP	Opposite
COL	Column	PERP	Perpendicular
COMP	Composition	PKT	Pocket
CONC	Concrete	PL	Plate
CONN	Connection	PR	Pair
CONT	Continuous	PREFAB	Prefabricated
CPT	Carpel	PT	Point/Pressure Treated
CJ	Cold Joint/Control Joint	PTD	Paper Towel Dispensor
CT	Ceramic Tile	PTN	Partition
CW	Cold Water	PVMT	Pavement
DBL	Double	PLYWD	Plywood
DF	Drinking Fountain/Douglas Fir	QT	Quarry Tile
Dia/O	Diameter	RA	Return Air
DIM	Dimension	RAD/R	Radius
DN	Down	RD	Roof Drain
DR	Door	RDMW	Refrwood
DS	Downspout	REF	Reference/Refrigerator
DW	Dishwasher	REINF	Reinforced
DWG	Drawing	REQ	Required
E	East	REV	Revision
(E)	Existing	RH	Round Head
EA	Each	RM	Room
EJ	Expansion Joint	RND	Round
ELECT	Electrical	RO	Rough Opening
ELEV	Elevator	RWL	Rain Water Leader
EQ	Equal	S	South
EQUIP	Equipment	SC	Solid Core
EW	Each Way	S.C.D.	See Civil Drawings
EXH	Exhaust	SCHED	Schedule
EXP	Expansion	SECT	Section
EXT	Exterior	S.E.D.	See Electrical Drawings
EX	Fire Alarm	SF	Square Feet
FD	Floor Drain	SH	Single Hung
FE	Fire Extinguisher	SHT	Sheet
FF	Finish floor	SHTG	Sheathing
FF&E	Fixtures, Furnishings & Equipment	SHWR	Shower
FN	Finish	SM	Similar
FLR	Floor	SL	Slider
FOB	Face of Block	S.L.D.	See Landscape Drawings
FOC	Face of Concrete	S.M.D.	See Mechanical Drawings
FOF	Face of Finish	SPEC	Specifications
FOS	Face of Stud	S.S.D.	See Structural Drawings
FRP	Prefinished FRP Wall Panels	SO	Square
FT	Feet (Foot)	STL	Steel
FTG	Footing	STC	Sound Transmission Classification
FDX	Fixed	STD	Standard
GA	Gauge	STRUCT	Structural
GALV	Galvanized	SUSP	Suspended
GFRC	Glass Fiber Reinforced Cement	SYM	Symmetrical
GL	Glass	TB	Towel Bar
GR	Grade	TOC	Top of Curb/Top of Concrete
GSM	Galvanized Sheet Metal	TEL	Telephone
CWB/GB	Gypsum Wall Board/Gypsum Board	TEMP	Tempered
HB	Hose Bib	TH	Thick
HC	Hollow Core	TOP	Top of Pavement/Top of Plate
HDCP	Handicap	TPD	Toilet Paper Dispenser
HDR	Header	TV	Television
HDWD	Hardwood	TOW	Top of Wall
HM	Hollow Metal	TYP	Typical
HORIZ	Horizontal	T&G	Tongue & Groove
HGT/HT	Height	UBC	Uniform Building Code
HTO	Heating	UN	Unless Otherwise Noted
HVAC	Heating, Ventilation & Air Conditioning	V.I.F.	Verify in Field
HW	Hot Water	VCT	Vinyl Composition Tile
ID	Inside Diameter	VERT	Vertical
INSUL	Insulation	VEST	Vestibule
INT	Interior	VNL	Sheet Vinyl
JT	Joint	VNT	Vent to Roof
LAM	Laminate	W	West
LAV	Lavatory	W/W	With
LNO	Linoeum	W/O	Without
LT	Light	WP	Waterproofing
MAX	Maximum	WT	Weight
MB	Machine Bolt		
MC	Mineral Core/Medicine Cabinet		

DEFERED SUBMITTALS

- MECHANICAL DESIGN
- PLUMBING DESIGN
- FIRE SPRINKLER SYSTEM DESIGN MODIFICATIONS & CALCULATIONS
- FIRE ALARM SYSTEM DESIGN/MODIFICATIONS
- SECURITY ALARM SYSTEM DESIGN/MODIFICATIONS

BUILDING DATA

PROJECT LOCATION:	1450 MARINA WAY SOUTH RICHMOND, CA
SCOPE OF WORK:	TENANT IMPROVEMENTS TO THE EXISTING SECOND FLOOR AS APPROVED BY CUP PLAN 112. FOR MIDDLE SCHOOL, GRADES 6-8 WORK INCLUDES DEMOLITION AND INSTALLATION OF NEW WALLS, FLOOR AND CEILING FINISHES, UPGRADED LIGHTING AS REQUIRED BY TITLE 24, NEW PLUMBING FIXTURES AND NEW STAIR.
APN:	560-181-047
ZONING DISTRICT:	CM-5
FLOOD ZONE:	X
BUILDING TYPE:	III-B
OCCUPANCY GROUP:	E', 'A-3', 'B', 'S'
CONSTRUCTION TYPE:	III-B
AUTOMATIC SPRINKLER SYSTEM:	YES
(E) BUILDING AREA:	
GROUND FLOOR:	48,233 SF
SECOND FLOOR:	46,006 SF
TOTAL:	94,239 SF
AREA OF WORK:	
GROUND FLOOR:	---
SECOND FLOOR:	46,006 SF
MIXED OCCUPANCY:	
E OCCUPANCY	29,131 SF
A-2 OCCUPANCY	4,198 SF
B OCCUPANCY	12,677 SF
SECOND FLOOR TOTAL:	46,006 SF
ALLOWABLE AREA RATIO CALCULATION (SECOND FLOOR):	
E OCCUPANCY (29,638 SF)	
50,000 SF ALLOWABLE PER TABLE 506.2 FOR TYPE III-B, SPRINKLERED	29,131 / 58,000 = 0.50
A-2 OCCUPANCY (3,710 SF)	
38,000 SF ALLOWABLE PER TABLE 506.2 FOR TYPE III-B, SPRINKLERED	4,198 / 38,000 = 0.11
B OCCUPANCY (12,910 SF)	
76,000 SF ALLOWABLE PER TABLE 506.2 FOR TYPE III-B, SPRINKLERED	12,677 / 76,000 = 0.17
TOTAL AREA RATIO:	0.50 + 0.11 + 0.17 = 0.78 < 1 THEREFORE MIXED OCCUPANCIES SF IS OKAY
(E) PARKING:	SEE SITE PLAN (A-1.0)

GENERAL NOTES

- ALL WORK SHALL CONFORM TO THE FOLLOWING AND ALL OTHER APPLICABLE CODES AND ORDINANCES.

2016 CALIFORNIA BUILDING CODE (WITH SUPPLEMENTS DATED JULY 1, 2018)
2016 CALIFORNIA PLUMBING CODE
2016 CALIFORNIA MECHANICAL CODE
2016 CALIFORNIA ELECTRIC CODE
2016 CALIFORNIA FIRE CODE

2016 CALIFORNIA GREEN BUILDING STANDARDS
2016 CALIFORNIA ENERGY CODE
CALIFORNIA TITLE 24 IN 2016 EDITION
ALL LOCAL ORDINANCES
ADA (AMERICANS WITH DISABILITIES ACT) ACCESSIBILITY STANDARDS
- ANY CONFLICT WITH THESE PLANS AND EXISTING CONDITIONS OR BUILDING CODES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT.
CONTRACTOR IS RESPONSIBLE FOR ALL AREA TAKE-OFFS.
AREAS NOTED UNDER PROJECT DATA ARE FOR BUILDING PERMIT PURPOSE ONLY.
- ALL WORK SHALL BE IN CONFORMANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
- CONTRACTOR TO COORDINATE WITH EQUIPMENT SUPPLIERS FOR POWER REQUIREMENTS, BLOCKING LOCATIONS, SUPPORT FOR EQUIPMENT, PLUMBING REQUIREMENTS, ROUGH-IN LOCATIONS AND ALL OTHER RELATED WORK
- DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER SCALED DRAWINGS.
- CONTRACTOR SHALL PATCH AND/OR REPAIR ALL SURFACES AND MATERIALS DAMAGED DUE TO THIS WORK TO MATCH ADJACENT SURFACES IN TEXTURE, MATERIAL AND COLOR.
- CONTRACTOR SHALL REFER TO CONSTRUCTION PLAN DRAWINGS FOR EXTENT OF NEW CONSTRUCTION AND INTERFACE OF NEW TO EXISTING WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE IDENTIFICATION AND TREATMENT OF TOXIC MATERIALS. SAID WORK SHALL BE IN ACCORDANCE WITH ALL CITY, STATE AND FEDERAL RULES AND ORDINANCES. WORK SHALL BE FURNISHED ON A DESIGN-BUILD BASIS AND IS NOT PART OF THIS SCOPE OF WORK.
- ALL BUILDINGS UNDERGOING CONSTRUCTION SHALL COMPLY WITH THE CALIFORNIA FIRE CODE PERTAINING TO THE USE OF ANY HAZARDOUS MATERIALS, FLAME PRODUCING DEVICES, ASPHALT/TAR KETTLES, ETC.
- IN CASE OF DISCREPANCIES OR CONFLICTS IN INFORMATION OR REQUIREMENTS WITHIN THE DRAWINGS, WITHIN THE SPECIFICATIONS, OR BETWEEN THE DRAWINGS AND THE SPECIFICATIONS, THE MOST EXPENSIVE REQUIREMENT SHOWN OR SPECIFIED SHALL BE THE BASIS OF THE CONTRACT. OBVIOUS OR INCIDENTAL ERRORS THAT CAN BE IDENTIFIED BY CASUAL REVIEW OF THE PLANS, INCLUDING BUT NOT LIMITED TO TYPOGRAPHICAL ERROR, INFORMATION CONCEALED BY OVERLAPPING LINE WORK, INCORRECTLY NOTED DRAWING SCALES, AND NON-SENSICAL INFORMATION SHALL NOT BE CAUSE FOR CHANGE ORDER. ALL SUCH CONFLICTS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT IN WRITING.

- DIMENSIONS ARE SET TO FACE OF STUD UNLESS OTHERWISE NOTED OR SHOWN. DIMENSIONS MARKED CLEAR OR CLR. SIGNIFY DIMENSION NET OF ALL FINISHES, FURRING, SHEAR PLYWOOD, ETC. AND SHALL NOT VARY, EITHER MORE OR LESS. DIMENSIONS MARKED CLEAR OR CLR. AND ACCOMPANIED BY A MIN. OR MAX. SIGNIFY THE LEAST OR MOST THE DIMENSION CAN BE, RESPECTIVELY, NET OF ALL FINISHES, FURRING, SHEAR PLYWOOD, ETC.
 - CONTRACTOR TO INSTALL CORNER BEADS AT ALL EXPOSED WALLBOARD EDGE CONDITIONS. INSTALL METAL CASING BEADS WHEN WALLBOARD TERMINATES TO A DISSIMILAR MATERIAL AND APPLY SEALANT IN GAP BETWEEN CASING BEAD AND ADJACENT MATERIAL WHERE REQUIRED.
 - PAINT FLAT BLACK. ALL VISIBLE INTERIOR SURFACES OF MECHANICAL GRILLS AND REGISTERS.
 - ALL PLUMBING FIXTURES, ELECTRICAL FIXTURES, LIGHT FIXTURES, APPLIANCES, CARPET AND VINYL SELECTIONS SHALL BE SELECTED BY OWNER.
 - GENERAL CONTRACTOR SHALL CONFIRM AND VERIFY HVAC EQUIPMENT IS IN CONFORMANCE WITH 2016 CAL GREEN ENVIRONMENTAL QUALITY (POLLUTANT CONTROL) REQUIREMENTS. REFER TO SHEET T-2 FOR ADDTL INFO.
 - GENERAL CONTRACTOR SHALL X-RAY/SCAN STRUCTURAL CONCRETE SLAB PRIOR TO ANY TRENCHING/CORE DRILLING. REPORT FINDINGS TO ARCHITECT.
 - THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF ANY DESIGN-BUILD SUBCONTRACTS INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
A. CONSULT WITH THE OWNER AND ARCHITECT AND DEVELOP THE SCOPE OF WORK FOR THE CONTRACT WHICH INCLUDES ALL OF THE OWNER'S AND ARCHITECT'S REQUIREMENTS FOR A COMPLETE AND APPROPRIATE PROJECT.
B. QUALIFY PROSPECTIVE BIDDERS FOR THE WORK IN TERMS OF QUALITY OF WORK, EXPERIENCE WITH SIMILAR PROJECTS, CAPABILITY TO DO THE WORK IN A TIMELY MANNER, FINANCIAL STATUS, ABILITY TO MEET INSURANCE REQUIREMENTS, RELIABILITY AND REPUTATION.
C. OBTAIN PROPOSALS FROM A MINIMUM OF THREE QUALIFIED BIDDERS. REVIEW PROPOSALS TO ENSURE BIDDERS HAVE INCLUDED ALL REQUIREMENTS FOR THE PROJECT. REVIEW PROPOSALS WITH OWNER AND WITH OWNER'S APPROVAL AWARD CONTRACT.
D. ENSURE TIMELY PRODUCTION OF ALL ASPECTS OF THE WORK INCLUDING DESIGN DRAWINGS AS WELL AS CONSTRUCTION.
E. ENSURE ALL WORK IS COMPLETED IN A FIRST CLASS MANNER AND IN CONFORMANCE WITH ALL CODES AND REQUIREMENTS.
 - DESIGN-BUILD SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:
A. PROVIDE AN ENGINEERED DESIGN WHICH MEETS ALL ACCEPTED STANDARDS OF THE INDUSTRY AS WELL AS ANY SPECIFIC REQUIREMENTS FOR THIS USE AND TYPE OF PROJECT. CONSULT WITH THE OWNER, ARCHITECT AND OTHER INVOLVED PARTIES TO VERIFY ALL PROGRAM REQUIREMENTS. ALL DRAWINGS AND SPECIFICATIONS SHALL BE DONE BY OR UNDER THE SUPERVISION OF AN ENGINEER QUALIFIED AND LICENSED IN THIS STATE FOR THE SPECIFIC WORK AND STAMPED AS REQUIRED.
B. ALL WORK SHALL BE COORDINATED WITH ALL OTHER ASPECTS OF THE PROJECT SO AS NOT TO CAUSE DELAYS, ADDITIONAL COSTS OR REWORK ON THE PART OF OTHERS. THIS INCLUDES BUT IS NOT LIMITED TO SUCH THINGS AS COORDINATION OF DUCT SIZES WITH THE DEPTH OF STRUCTURAL MEMBERS, PLACEMENT OF ACCESS PANELS, PLACEMENT OF LIGHTS AND OUTLETS IN COORDINATION WITH FURNITURE PLACEMENT AND FUNCTION, DESIGN APPROPRIATE TO THE PREVIOUSLY SELECTED SOUND AND FIRE RATING ASSEMBLIES OF THE PROJECT AND PLACEMENT OF ELEMENTS THAT WILL BE AESTHETICALLY COORDINATED WITH THE OVERALL DESIGN CONCEPT.
C. THE DESIGN-BUILD SUBCONTRACTOR SHALL OBTAIN ALL REQUIRED LICENSES, PERMITS AND PAY ALL NECESSARY FEES ASSOCIATED WITH THEIR WORK. THE DESIGN-BUILD CONTRACTOR SHALL NOT ENTER INTO ANY UNDERSTANDINGS, CODE INTERPRETATIONS OR SIMILAR AGREEMENTS WITH THE GOVERNMENT AGENCIES WHICH WILL NEGATIVELY IMPACT OTHER ASPECTS OF THE WORK, CREATE DELAYS OR CREATE ADDITIONAL COSTS OR TRANSFER COSTS TO OTHERS. SHOULD THIS OCCUR, THE DESIGN-BUILD CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELATED COSTS.
D. SUBMIT SHOP DRAWINGS, CATALOG CUTS AND SAMPLES. NO SUBSTITUTIONS SHALL BE ALLOWED WITHOUT FORMAL APPROVAL.
E. ALL WORK SHALL BE IN CONFORMANCE WITH ALL CODES AND REGULATIONS. CONTRACTOR SHALL VERIFY AND CONFORM TO ALL LOCAL ORDINANCES AND THE CONDITIONS OF APPROVAL FOR THE PROJECT. ALL WORK SHALL BE DONE IN A FIRST CLASS MANNER WITH NEW, TOP QUALITY MATERIALS.
F. THE ENGINEER OF RECORD SHALL REVIEW THE CONSTRUCTION ON A PERIODIC BASIS AND FILE WRITTEN REPORTS AS TO THE CONFORMANCE WITH THE DRAWINGS AND SPECIFICATIONS, QUALITY OF WORKMANSHIP, PROGRESS OF THE WORK AND ANY PROBLEM AREAS WHICH NEED RESOLUTION. THIS REPORT SHALL BE COPIED TO THE SUBCONTRACTOR, GENERAL CONTRACTOR, OWNER AND ARCHITECT. THE ENGINEER OF RECORD SHALL MAKE A FINAL RUNDOWN LIST OF THE WORK AT THE COMPLETION OF CONSTRUCTION AND VERIFY THE SUBSEQUENT CORRECTIONS.
G. ALL WORK AND MATERIALS SHALL BE UNCONDITIONALLY GUARANTEED FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM THE DATE OF FINAL COMPLETION.
H. SUBSTITUTIONS:
A. IN MAKING REQUEST FOR SUBSTITUTION, CONTRACTOR REPRESENTS:
1. HE HAS PERSONALLY INVESTIGATED PROPOSED PRODUCT OR METHOD, AND DETERMINED THAT IT IS EQUAL OR SUPERIOR IN ALL RESPECTS TO THAT SPECIFIED.
2. HE WILL PROVIDE THE SAME GUARANTEE FOR SUBSTITUTION AS FOR PRODUCT OR METHOD SPECIFIED.
3. HE WILL COORDINATE INSTALLATION OF ACCEPTED SUBSTITUTION INTO WORK, MAKING SUCH CHANGES AS MAY BE REQUIRED FOR WORK TO BE COMPLETE IN ALL RESPECTS.
4. HE MAKES ALL CLAIMS FOR ADDITIONAL COSTS RELATED TO SUBSTITUTION WHICH CONSEQUENTLY BECOMES APPARENT.
5. COST DATA IS COMPLETE AND INCLUDES ALL RELATED COSTS UNDER HIS CONTRACT, BUT EXCLUDES COSTS UNDER SEPARATE CONTRACTS AND ARCHITECTS REDESIGN.
- FOR MECHANICALLY OR NATURALLY VENTILATED SPACES IN BUILDINGS, MEET THE MINIMUM REQUIREMENTS OF SECTION 121 OF THE CALIFORNIA ENERGY CODE AND CHAPTER 4 OF CGC, TITLE 8 OR THE APPLICABLE LOCAL CODE, WHICHEVER IS MORE STRINGENT
- REFRIGERANT PIPING SHALL COMPLY WITH 2016 CALIFORNIA GREEN BUILDING CODE BOOK, SECTION 5.509.2.1.

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A-2.9	PROPOSED SECOND FLOOR FFE PLAN- SOUTH END
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E-2.2	SECOND FLOOR - PARTIAL POWER AND TELECOM PLAN
E-3.1A	EXISTING SINGLE LINE DIAGRAM
E-3.1B	PANEL SCHEDULES
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E-4.1	TITLE 24 LIGHTING AND POWER COMPLIANCE CERTIFICATES
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MECHANICAL	(DESIGN - BUILD)
PLUMBING	(DESIGN - BUILD)

Architect's Stamp

Submittal History

No.	Description	Date	By
-	INITIAL BUILDING PERMIT SUBMITTAL	05/02/18	AE/MV
1	FIRST ROUND PLAN CHECK COMMENTS	05/31/18	AE/MV
2	SECOND ROUND PLAN CHECK COMMENTS	10/04/18	AE/MV
3	ADDENDUM #3	2/28/19	SK/DEK
4	REBIDDING SET	12/10/20	DEK

Drawing Title

TITLE SHEET

Job Number | 174018

Sheet Number

CADD Path | 2017/AMPS

Drawn By | AE/MV

Checked By | DK

T-1.0

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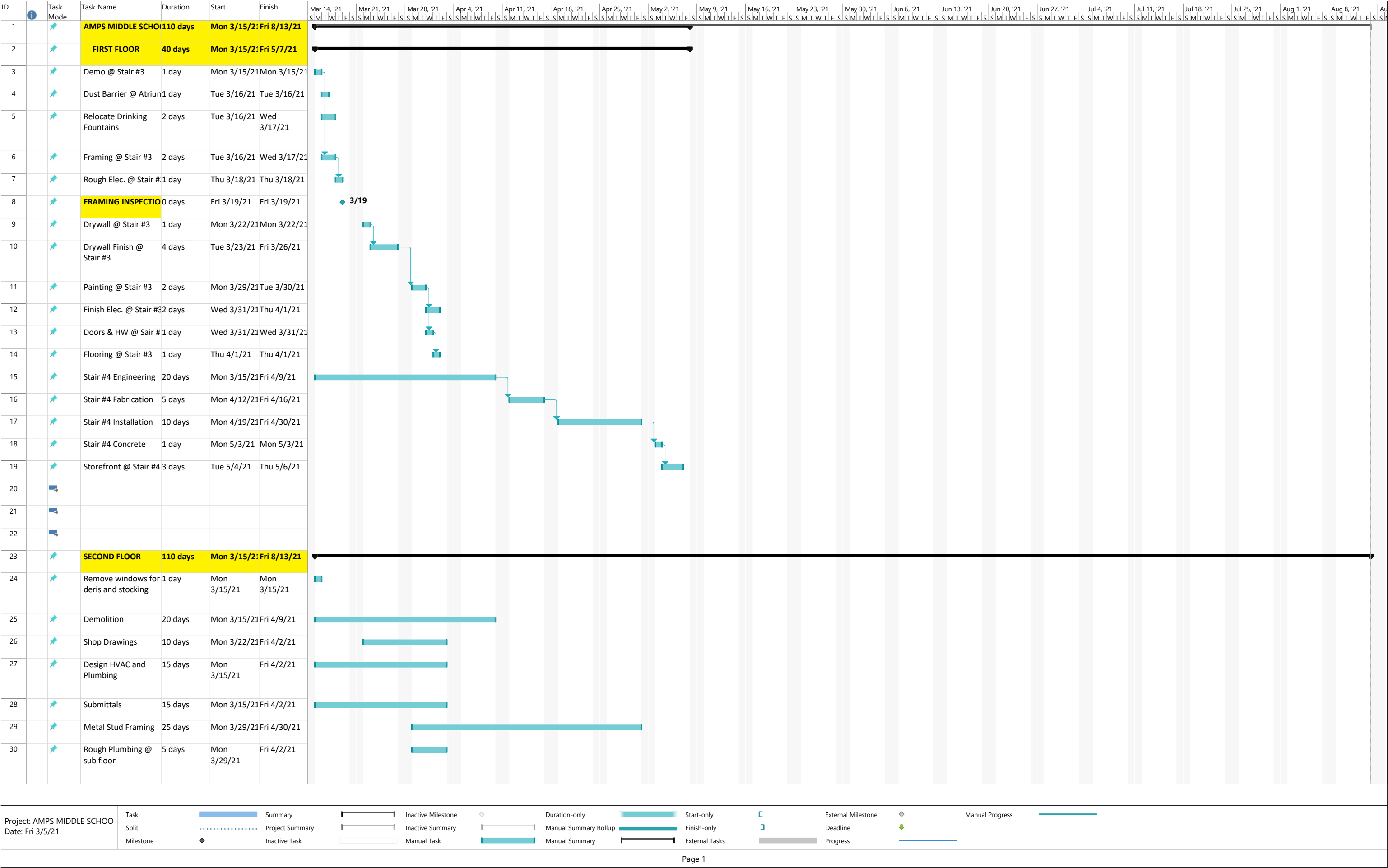
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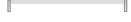
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ID	 Task Mode	Task Name	Duration	Start	Finish	Mar 14, '21	Mar 21, '21	Mar 28, '21	Apr 4, '21	Apr 11, '21	Apr 18, '21	Apr 25, '21	May 2, '21	May 9, '21	May 16, '21	May 23, '21	May 30, '21	Jun 6, '21	Jun 13, '21	Jun 20, '21	Jun 27, '21	Jul 4, '21	Jul 11, '21	Jul 18, '21	Jul 25, '21	Aug 1, '21	Aug 8, '21	Au														
31		Rough Electrical	20 days	Mon 4/12/21	Fri 5/7/21																																					
32		Rough Plumbing	10 days	Mon 4/12/21	Fri 4/23/21																																					
33		Rough Mechanical	30 days	Mon 4/19/21	Fri 5/28/21																																					
34		Rough Fire Sprinkler	20 days	Mon 4/19/21	Fri 5/14/21																																					
35		FRAMING INSPECTION	0 days	Mon 5/17/21	Mon 5/17/21																																					
36		Drywall	10 days	Mon 5/17/21	Fri 5/28/21																																					
37		Drywall Finish	20 days	Mon 5/24/21	Fri 6/18/21																																					
38		MEMORIAL DAY	1 day	Mon 5/31/21	Mon 5/31/21																																					
39		Door & Window Fram	10 days	Mon 6/14/21	Fri 6/25/21																																					
40		Painting	20 days	Fri 6/18/21	Thu 7/15/21																																					
41		Ceiling Grid	15 days	Wed 6/16/21	Tue 7/6/21																																					
42		Fire Life Sافت Wiring	5 days	Mon 6/21/21	Fri 6/25/21																																					
43		Low Voltage Wiring	5 days	Mon 6/21/21	Fri 6/25/21																																					
44		Door HW	10 days	Mon 6/21/21	Fri 7/2/21																																					
45		Ceramic Tile	10 days	Mon 6/21/21	Fri 7/2/21																																					
46		FRP	3 days	Mon 6/21/21	Wed 6/23/21																																					
47		Millwork	15 days	Mon 6/21/21	Fri 7/9/21																																					
48		INDEPENDENCE DAY	1 day	Fri 7/2/21	Fri 7/2/21																																					
49		Counter Tops	4 days	Mon 7/12/21	Thu 7/15/21																																					
50		Plumbing Finish	5 days	Fri 7/16/21	Thu 7/22/21																																					
51		Projector Mounts	5 days	Mon 7/5/21	Fri 7/9/21																																					
52		Electrical Finish	10 days	Fri 7/23/21	Thu 8/5/21																																					
53		Lighting	15 days	Mon 6/21/21	Fri 7/9/21																																					
54		HVAC Registers	5 days	Mon 6/21/21	Fri 6/25/21																																					
55		CEILING INSPECTION	0 days	Mon 7/12/21	Mon 7/12/21																																					
56		Ceiling Tile	5 days	Tue 7/13/21	Mon 7/19/21																																					
57		Fire Life Sافت Finish	4 days	Thu 7/22/21	Tue 7/27/21																																					
58		Data Finish	5 days	Thu 7/22/21	Wed 7/28/21																																					
59		VCT	20 days	Mon 7/19/21	Fri 8/13/21																																					
60		Fire Life Sافت Finish	3 days	Mon 7/19/21	Wed 7/21/21																																					
61		Wall Talkers	5 days	Mon 6/21/21	Fri 6/25/21																																					
62		Carpet	15 days	Mon 7/26/21	Fri 8/13/21																																					
63		FIRE INSPECTION	0 days	Fri 7/30/21	Fri 7/30/21																																					
64		FINAL INSPECTION	0 days	Fri 8/13/21	Fri 8/13/21																																					
Project: AMPS MIDDLE SCHOOL Date: Fri 3/5/21			Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress																											
			Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline																													
			Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress																													
Page 2																																										

WESTGATE

CONSTRUCTION & MAINTENANCE INC.

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

California Civil Code No. 3362 (d) (1)

Upon receipt by the undersigned of a check
from

(Maker of Check)

in the sum of _____ payable to
(Amount of Check)

(Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon
which

it is drawn, this document shall become effective to release any mechanic's lien, stop
notice, or bond right the undersigned has on the job of

(Owner)

located at

(Job Description)

to the following extent. This release covers a progress payment for labor, services,
equipment, or material furnished to

(Your Customer)

through

(Date)

only and does not cover any retention's retained before or after the release date; extras
furnished before the release date for which payment has not been received; extras or items
furnished after the release date. Rights based upon work performed or items furnished
under a written change order which has been fully executed by the parties prior the release
date are covered by this release unless specifically reserved by the claimant in this release.
This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the
contract rights, including rights between parties to the contract based upon a rescission,
abandonment, or breach of the contract, or the right of the undersigned to recover
compensation for furnished labor, services, equipment, or material covered by this release
if that furnished labor, services, equipment, or material was not compensated by the
progress payment.

Before any recipient of the document relies on it, said party should verify evidence of
payment to the undersigned.

Dated:

(Company)

By:

77 Solano Square #286, Benicia CA 94510 (707) 208-6091 Fax (707) 747-1293

WESTGATE

CONSTRUCTION & MAINTENANCE INC.

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Civil Code 3262 (d) (2)

The undersigned has been paid and has received a progress payment for labor, services, equipment, or material furnished _____ on the job of to

(Your Customer)

_____ located at _____
(Owner) (Job Description)

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to

_____ through _____
(Your Customer) (Date)

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: _____
(Company Name)

By: _____

Title: _____

"NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM."

77 Solano Square #286, Benicia CA 94510 (707) 208-6091 Fax (707) 747-1293

WESTGATE

CONSTRUCTION & MAINTENANCE INC.

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Civil Code 3262 (d) (3)

Upon receipt by the undersigned of a check from _____
(Maker of Check)

in the sum of _____ payable to _____
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which
it is drawn, this document shall become effective to release pro-tanto any mechanic's lien,
stop notice, or bond right the undersigned has on the job of _____
(Owner)

located at _____
(Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment,
or material furnished on the job, except for disputed claims for additional work in the
amount of _____. Before any recipient of the document relies on it, said
party should verify evidence of payment to the undersigned.

Dated: _____
(Company Name)

By: _____

Title: _____

NOTE: Single or joint payee may be used. Release effective when check cleared the bank
with proper endorsements.

WESTGATE

CONSTRUCTION & MAINTENANCE INC.

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**
Civil Code 3262 (d) (4)

The undersigned has been paid in full for all labor, services, equipment, or material furnished

to _____ on the job of _____
(Your Customer) (Owner)

located at _____ and does
(Job Description)

hereby waive and release any right to a mechanic's lien, stop notice, or any right against
a labor and material bond on the job, except for disputed claims for extra work in the
amount of _____ -0- .

Dated: _____
(Company Name)

**“NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND
STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS.
THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN
IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A
CONDITIONAL RELEASE FORM.”**

By: _____

Title: _____



EXHIBIT #8 – EXCLUDES

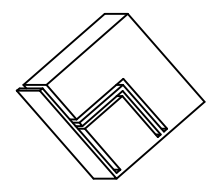
Date: March 10, 2021

Project: AMPS Middle School

1. Permit Fees.
2. Site work.
3. Projectors.
4. Roof repair.
5. Three compartment stainless steel sink.
6. Electrical to HVAC units.
7. Any cost associated with California Green requirements.
8. Sargent networked hardware.
9. Commissioning of HVAC system.

Exhibit Staging Site Plan

Harriman Kinyon
Architects, Inc.



1801 Oakland Blvd., Suite 320
Walnut Creek, CA 94596
(925) 934-1160
Fax: 934-8132

AMPS Richmond
TENANT IMPROVEMENTS
FOR
Amethod Public School

1450 Marina Way South
Richmond, CA

LEGEND:

- (E) PATH OF TRAVEL TO PUBLIC STREET OR RIGHT OF A WAY
- PICK UP & DROP OFF LOOPS
- FIRE LANE
- PROPERTY LINE
- AREA OF WORK

EXISTING PARKING (NO WORK)

REGULAR PARKING STALLS:	304
REGULAR ACCESSIBLE STALLS:	8
VAN ACCESSIBLE STALLS:	4
TOTAL PARKING STALLS:	316

Architect's Stamp

Submittal History

No.	Description	Date	By
-	INITIAL BUILDING PERMIT SUBMITTAL	05/02/18	AE/MV
1	FIRST ROUND PLAN CHECK COMMENTS	05/31/18	AE/MV
2	SECOND ROUND PLAN CHECK COMMENTS	10/04/18	AE/MV
3	ADDENDUM #3	2/28/19	SK/DEK
4	REBIDDING SET	12/10/20	DEK

Drawing Title

OVERALL SITE PLAN
AND AREA OF WORK

Job Number | 174018

CADD Path | 2017/AMPS

Drawn By | AE/MV

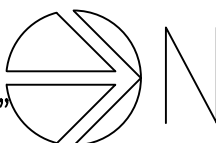
Checked By | DK

Sheet Number

A-1.0

1 OVERALL SITE PLAN

SCALE: 1/32" = 1'-0"



2 (N) EXTERIOR EXIT DOOR

SCALE: 1/4" = 1'-0"

3 PARTIAL EXTERIOR ELEVATION

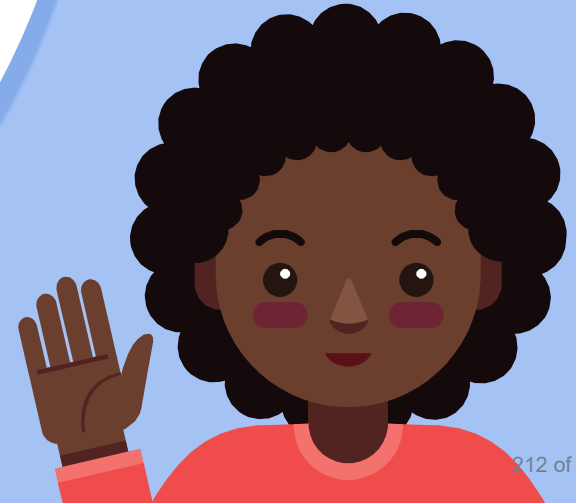
SCALE: 1/4" = 1'-0"

Coversheet

COVID Taskforce Update

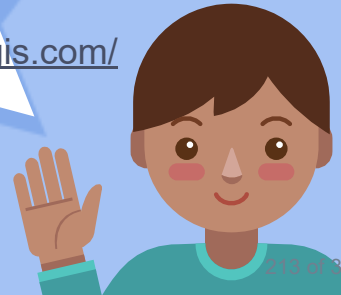
Section:	IV. Business
Item:	K. COVID Taskforce Update
Purpose:	Discuss
Submitted by:	
Related Material:	BJE_RCA Reopening Plans Spring 20-21 DRAFT.pptx

Reopening Plans K-6 Spring 2021



Recent Legislation:

- **AB10** The bill would require schools to resume in-person learning within two weeks of their county moving into red, orange or yellow tiers. Effective March 1
 - allows districts to choose whether to use a hybrid model — a combination of distance learning and in-person classes — or all in-person learning.
- **Reopening letter**
 - <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Schools-Reopening-Letter.pdf>
- **SAFE SCHOOLS HUB**
 - <https://safe-schools-for-all-california.hub.arcgis.com/>



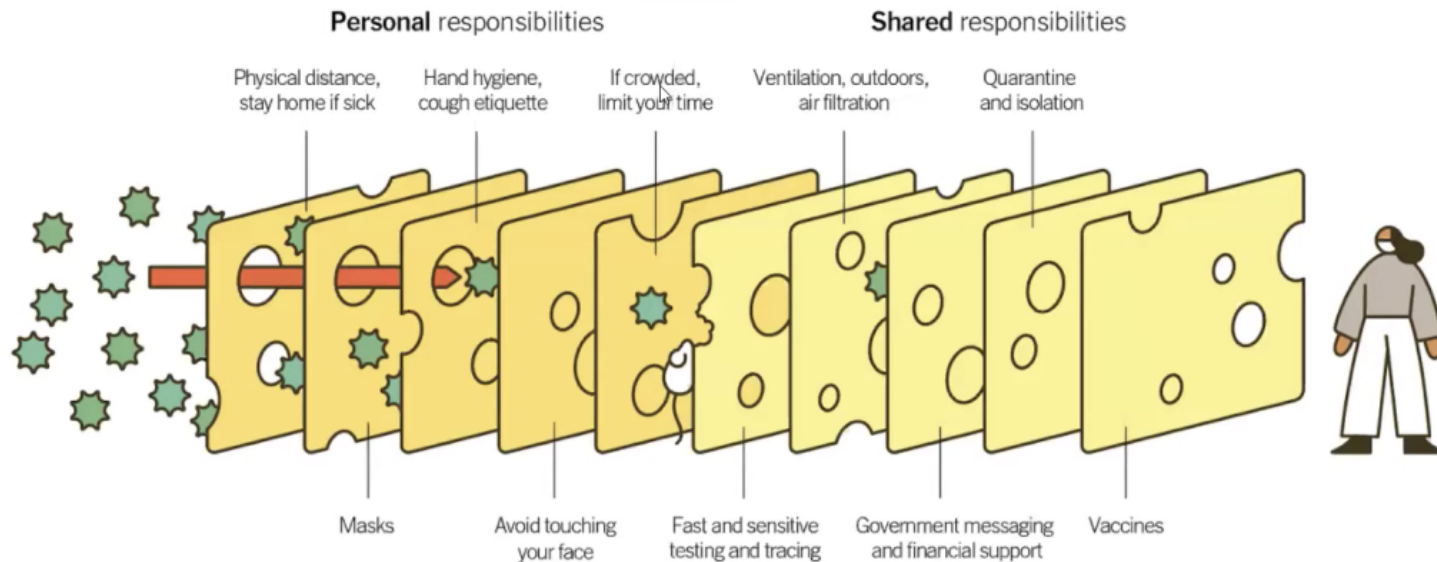
Is AMPS ready to open?

- **Yellow, Orange, and Red Tiers:** Under the [Blueprint for a Safer Economy](#) Framework, schools within a local health jurisdiction that is in a tier other than Purple can reopen 5 days after the LEA completes and posts the COVID-19 Safety Plan (CSP) publicly on the school's website homepage.
- **Purple Tier ("Widespread"):**
 - *Grades K-6:* When the local health jurisdiction is in the Purple tier, LEAs may also reopen grades K-6 only if:
 - the case rate in their local health jurisdiction is below 25/100,000 (CR<25); and
 - their CSP is posted publicly and submitted concurrently to LHD and the State Safe Schools for All Team, and a 7-day review period has passed without any feedback from reviewers.
 - *Grades 7-12:* LEAs may not reopen for in-person instruction before their county has been in the red tier (or lower) for at least 5 consecutive days.

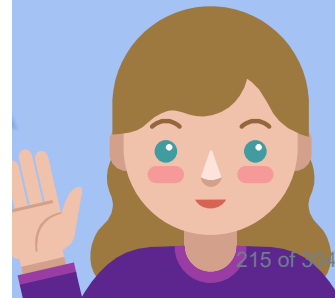
Latest Research:

Multiple Layers Improve Success

The Swiss Cheese Respiratory Pandemic Defense recognizes that no single intervention is perfect at preventing the spread of the coronavirus. Each intervention (layer) has holes.



Source: Adapted from Ian M. Mackay (virologydownunder.com) and James T. Reason. Illustration by Rose Wong



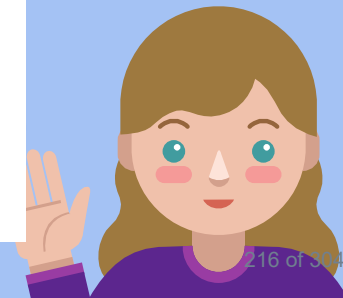
Latest Research:

High Schools are Different from Elementary Schools

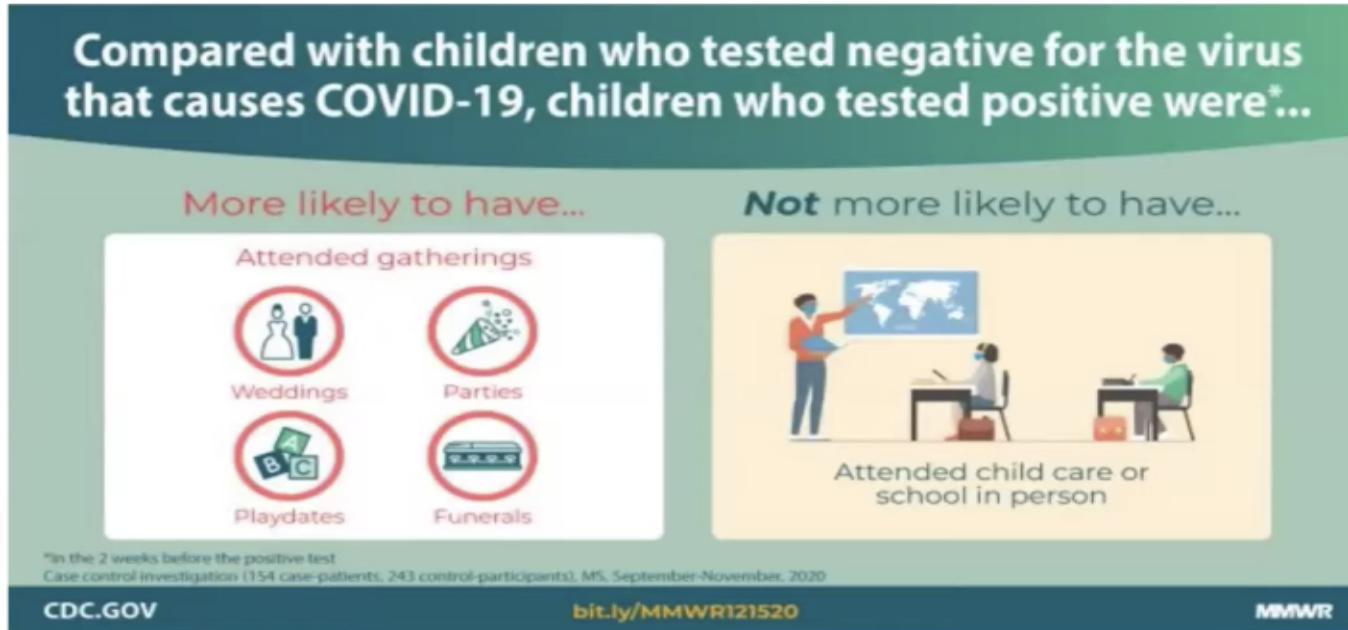
- Community prevalence: 9%
- No precautions
- High school: 43% of teachers and 38% of students infected
- Elementary schools: 7% of teachers, 9% students infected
- Implications: Transmission can occur in high schools; community prevalence reflected in elementary school cases



Fontanet et al. MedRxiv April 2020—High School
Fontanet et al. Pasteur.fr June 2020—Elementary Schools



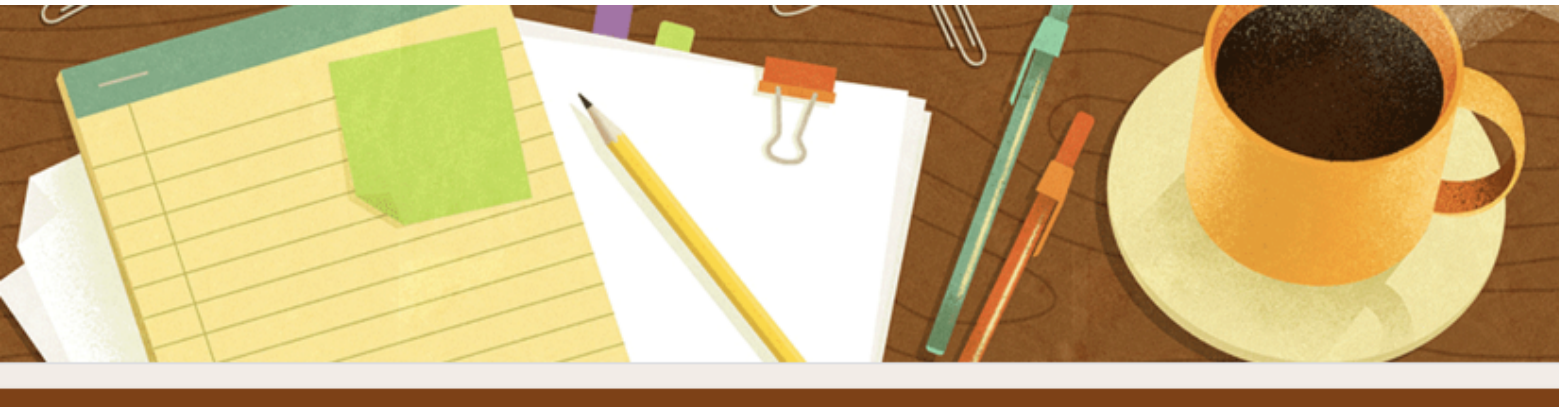
Latest Research:



Hobbs, et al. Factors Associated with Positive SARS-CoV-2 Test Results in Outpatient Health Facilities and Emergency Departments Among Children and Adolescents Aged <18 Years — Mississippi, September–November 2020. MMWR 2020; ePub: 15 December 2020.

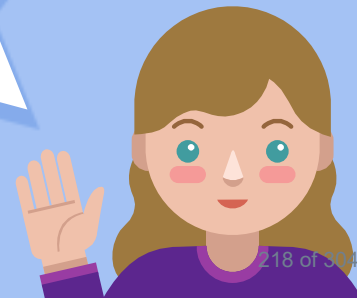


Reopening Data:

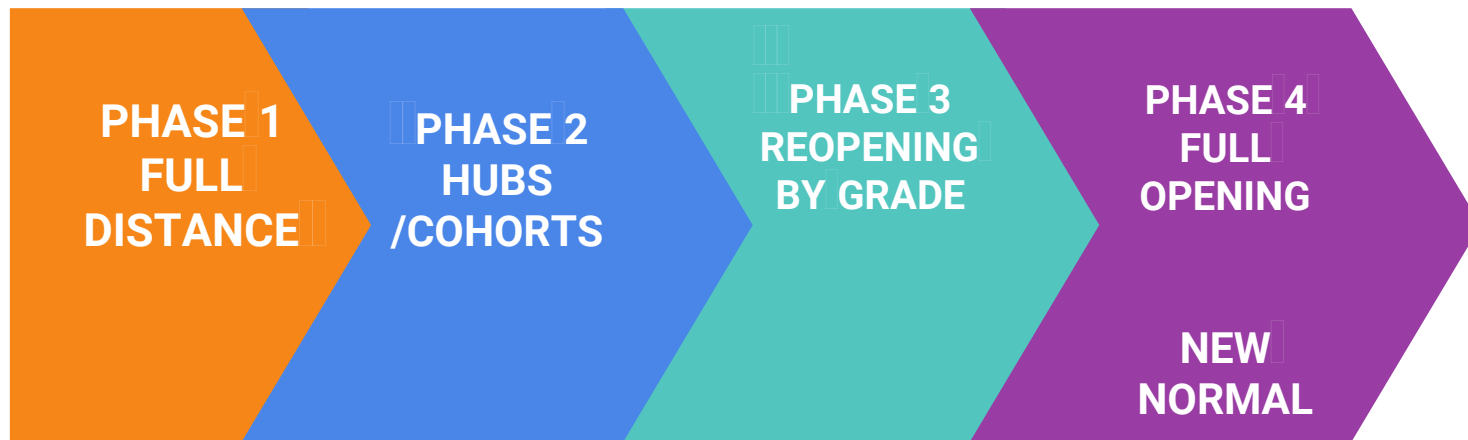


Parent Survey (COVID-19 School Reopening)

https://docs.google.com/forms/d/1SUhiLnIyeIVPQ1ruix1Wk3cg44Houe_kVv8A-Rk7RIE/edit?ts=5ff74b5a&gxids=7628#responses



Reopening in Phases:



- **Synchronous/asynchronous**
- Special populations with Targeted support Services
- hub model
- Hybrid (Distance/in person)
- Synchronous/asynchronous
- Starting with K
- @ 25% capacity pending number of Ss returning fill according to need.
- Hybrid
- Synchronous/asynchronous
- In person instruction
- Hybrid instruction?
- Staggered hours?



To serve students with greater needs in counties where schools are not yet eligible to reopen for full in-person instruction, LEAs may choose to utilize small-group targeted support cohorts to provide specialized services to special populations. In addition to all considerations that apply to cohorts in K-12 settings cleared for in-person instruction, small-group targeted support cohorts taking place in schools that have not yet met the eligibility requirements for full in-person instruction must also abide by additional size requirements to maintain the focus on health and safety.

What Are Cohorts for Specialized Services?

In California, a cohort for specialized services, also known as a cohort for targeted instruction, is a stable group of students with no more than 16 individuals who are meeting for targeted supports and intervention services, under the direction of the LEA, while the school is closed to in-person instruction and in addition to distance learning.

Who Should Be Part of Specialized Services/Targeted Instruction Cohorts?

The determination of who will attend small-group in-person support and targeted services groups is made at the LEA and school level based on the needs of students. Students have been prioritized with the most neediest first among the following groups: homeless, special education and disabled children. Thereafter, English Learners and thereafter.

Reduced Number of Targeted Support Cohorts: The number of cohorts will depend on the school's enrollment size and available building capacity. Local school officials—in collaboration with local health departments and school-based staff—should determine the number of cohorts that can be safely established to avoid interactions between cohorts. In general, given the need for physical distancing and separation of cohorts, the number of students on a given school site should generally not exceed 25% of the school's enrollment size or available building capacity.



Additional Cohort Size Limitations for In-Person Targeted Instruction Groups:

- Cohorts depends on who shows up. There can be mixed grades.
- Cohorts for in-person targeted instruction are limited to **no more than 14 students**, with no more than **2 supervising adults**, or a configuration of no more than 16 individuals total (children and youth or adults) in a supervised environment.
- Cohorts can be divided, as needed, into subgroups of children and youth from the same cohort, as long as there are no more than 16 individuals total (children and youth or adults).
- The maximum cohort size applies to all children and youth in the cohort, even when all children are not participating at the same time.

Who Should Be Part of Specialized Services/Targeted Instruction Cohorts? The determination of who will attend small-group in-person support and targeted services groups is made at the LEA and school level based on the needs of students. Students have been prioritized with the most neediest first among the following groups: homeless, special education and disabled children. Thereafter, English Learners and thereafter.

Reduced Number of Targeted Support Cohorts: The number of cohorts will depend on the school's enrollment size and available building capacity. Local school officials—in collaboration with local health departments and school-based staff—should determine the number of cohorts that can be safely established to avoid interactions between cohorts. In general, given the need for physical distancing and separation of cohorts, the number of students on a given school site should generally not exceed 25% of the school's enrollment size or available building capacity.



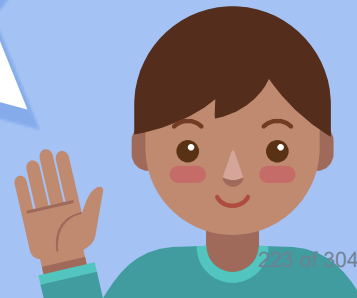
Phase 2 Health Screenings:

- C-19/Emergency forms will be updated/completed prior to attending school.
- Health and Wellness Screenings of Faculty and students will be conducted at home prior to entering
- A symptom checker/scan code will be distributed for all staff and families to use
- The student health screening has three parts that should be completed by Parent / Guardian prior to coming to school:
 1. Exposure Check:
 - Within the last 10 days, has the student been diagnosed with COVID-19 or had a test confirming they have the virus?
 - Does the student live in the same household with someone who has been in isolation for COVID-19 or had a test confirming they have the virus?
 - Does the student live in the same household with someone who has had any of the symptoms of COVID-19 listed above within the past 14 days?
 - Has the student had close contact with someone outside the household who has been in isolation for COVID-19 or had a test confirming they have the virus within the last 14 days? Close contact means that the student was within 6 feet of a COVID+ person for 15 minutes or longer (including multiple shorter periods that add up to 15 minutes) EVEN IF both the student and the other person were wearing masks. Close contact can also mean that the student had a major exposure to the COVID+ person's respiratory droplets – for example, the sick person coughed directly on the student.
 2. Symptom Check/Visual Check (thermometer):
 - In the last 24 hours, has the student had any of these symptoms that are new or different from what they usually have, and not explained by another reason?



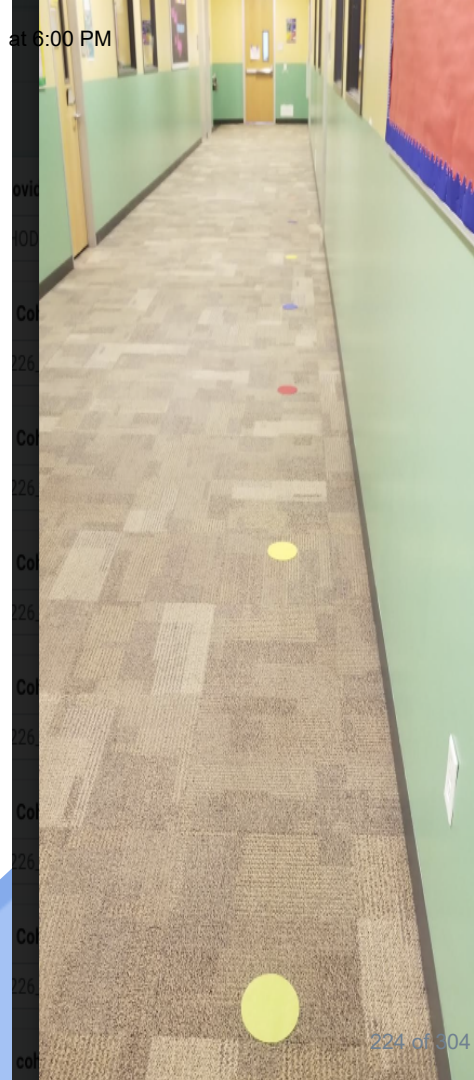
Phase 2 Sanitation Practices for Cohorted Classrooms:

- Classes are divided into stable morning/afternoon cohorts to facilitate 6 ft. of distancing. These groups do not change or mix for contact tracing purposes.
- Everyday each class will include minutes for sanitation of personal areas
- Sanitizing stations at entry will be required
- Sanitation will occur during the lunch
- Soap dispensers and hand sanitations in every classroom
- Students will have assigned seating and utilize personal cube mates and will not share materials
- Students will remain 6ft. apart from other students, and enter in lines/and reverse order when leaving.
- Students will eat meals outdoors and in their classrooms, and discard meals in open top trash cans.
- Students will remain in cohorts during meals and in the same areas.



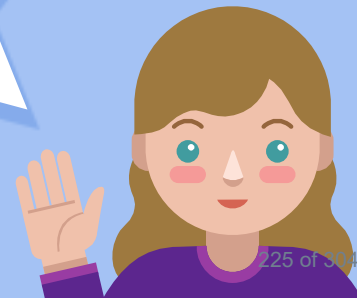
Phase 2 :Sanitation Practices for Main Areas:

- Screening/Sanitation stations are required prior to entry
- Restrooms to be cleaned every 2 hours
- Main entrances to be cleaned every 2 hours
- Classrooms will be cleaned during the lunch hours
- Soap dispensers and hand sanitation located throughout all classrooms and buildings
- Doors and windows will be open where/when possible
- Staff are trained to sanitize their stations several times daily
- Limit non-essential visitors
- Public access in main office will be limited to one family
- Nurse area and materials will be sanitized after each student use. Students exhibiting signs will be quarantined to the designated isolation room and sanitized according to CDC guidelines.
- Students will remain in lines of 6ft apart, enter in and exit in reverse order
- Recess areas will be assigned by cohort and staggered, with their own equipment and will be cleaned after each use.
- C-19 Posters will be displayed in all areas of use



Phase 2 Meal Service:

- All elementary students will pick up grab-n-go breakfast and lunch meals on Wednesday and Thursday at dismissal for Thursday and Friday and for Cohort B on Monday.
- Cohort students working remotely/hybrid will pick up grab-n-go meals at dismissal for the following day.
- Cohorts on campus will consume breakfast and lunch on campus.



Square Footage BJE/RCA: 48,000
 25% = 12,000

Const. Notes:
 Materials What needs to stay/what needs to go
 go to storage
 Meal distribution
 Meal service cohorts/fridge

BJE
 Entrance/
 Exit

Castillo,
 Velasquez,
 Duran

Rm 3A
12a Cohort 1
Staff and
Support

Rm2c
12a
Cohort 2

Hughes
 / MATH

Diana/Cori

RmKB
12
Cohort 2

Rm2B
14 Cohort 1

RCA
 storage

UNDER CONSTRUCTION

Isolation
 room



Phase 2 : Outdoor Lunch and Play

Amethod Public Schools - Regular Meeting of the AMPS Board of Directors - Agenda - Wednesday March 10, 2021 at 6:00 PM

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Phase 2 : BJE Outdoor Pick up/Drop off

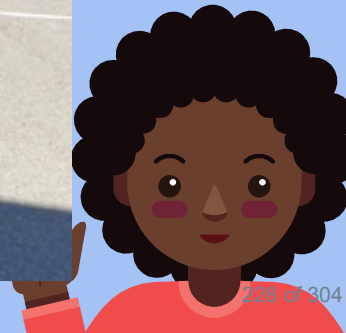
Amethod Public Schools - Regular Meeting of the AMPS Board of Directors - Agenda - Wednesday March 10, 2021 at 6:00 PM

17



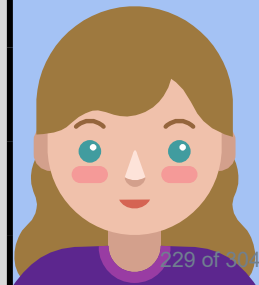
Staggered start times
ENTER BJE ENTRANCE,

- **On time MUST**
- **Staggered arrival/dismissal**



PHASE 2: A/B Day Schedule K-5

Grades K-5	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	COHORT A	COHORT B	COHORT A	COHORT B	Min. Day
8:30 - 3:00	Synchronous Instruction per current schedule, Breakfast/Lunch and Breaks Included	Synchronous Instruction per current schedule, Breakfast/Lunch and Breaks Included	Synchronous Instruction per current schedule, Breakfast/Lunch and Breaks Included	Synchronous Instruction per current schedule, Breakfast/Lunch and Breaks Included	VIRTUAL INSTRUCTION AS ASSIGNED
Dismissal	Sanitation	Sanitation	Sanitation	Sanitation	

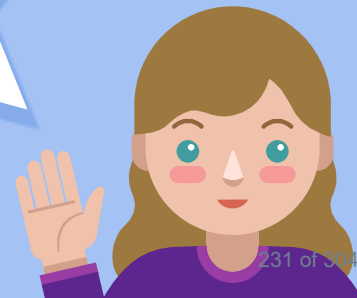


PHASE 2: A/B Day Schedule Grades 6-8

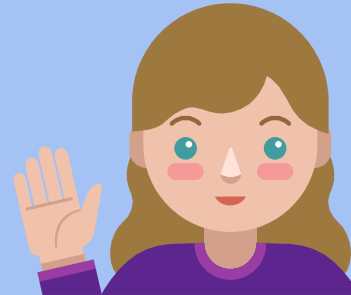
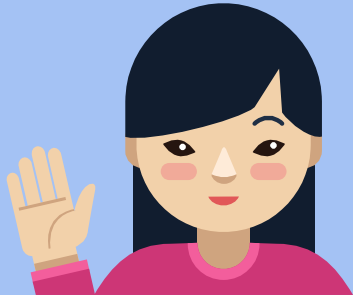
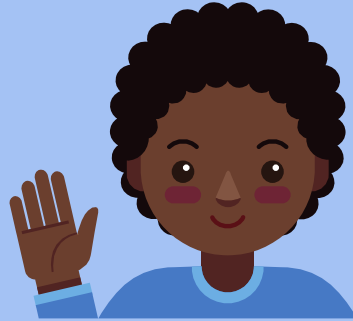
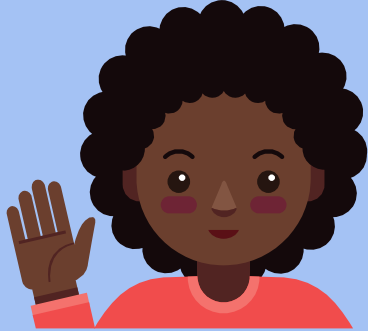
Schedule	Monday	Tuesday	Wednesday	Thursday	Friday
	COHORT A	COHORT B	COHORT A	COHORT B	Min. Day All VIRTUAL
8:20 - 8:30	Breakfast/Homeroom	Breakfast/Homeroom	Breakfast/Homeroom	Breakfast/Homeroom	Breakfast/Homeroom
8:30 - 9:30	Period 1	Period 1	Period 1	Period 1	8:40-9:10 PERIOD 1
Break 5 min	Break 5 min	Break 5 min	Break 5 min	Break 5 min	Break 5 min
9:35 - 10:35	Period 2	Period 2	Period 2	Period 2	9:15-9:45 PERIOD 2
Break 5 min	Break 5 min	Break 5 min	Break 5 min	Break 5 min	Break 5 min
10:40-11:40	Period 3	Period 3	Period 3	Period 3	9:50-10:20 PERIOD 3
11:40-12:10	Lunch/Sanitation	Lunch/Sanitation	Lunch/Sanitation	Lunch/Sanitation	Break 5 min
12:10-1:10	Period 4	Period 4	Period 4	Period 4	10:25-10:55 PERIOD 4
Break 5 min	Break 5 min	Break 5 min	Break 5 min	Break 5 min	Break 5 min
1:15-2:15	Period 5	Period 5	Period 5	Period 5	11:00-11:30 PERIOD 5
2:15- 3:00	Office hours/Intervention	Office hours/Intervention	Office hours/Intervention	Office hours/Intervention	11:30-12:30 Office hrs/Interven.
Dismissal	Sanitation	Sanitation	Sanitation	Sanitation	Sanitation

Attendance:

- Families must screen prior, a form/QRcode will be designed to help you do this. Families not following screening guidelines will lead to returning students home.
- Teachers will take attendance/screen at the gate while waiting for drop off.
- Is still very important to be on time not too early, not too late on time.
- Please respect that you are taking a seat, as yours is a priority over others.
- Uniforms are still required.



Thankyou!



Phase 2 : BJE Outdoor Pick up/Drop off

Amethood Public Schools - Regular Meeting of the AMPS Board of Directors - Agenda - Wednesday March 10, 2021 at 6:00 PM

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Coversheet

Approval of Amended Board Bylaws

Section:	IV. Business
Item:	L. Approval of Amended Board Bylaws
Purpose:	Vote
Submitted by:	
Related Material:	AMPS Bylaws Updated Redline 012521 (WKS) (3).docx AMPS Bylaws Updated Clean 012521 (WKS) (4).docx AMPS Bylaws Briefing Sheet (L).pdf

(AMENDED)
BYLAWS OF
AMETHOD PUBLIC SCHOOLS
(Formerly Oakland Charter Academy)
A California Nonprofit Public Benefit Corporation

Amended by
The Board of Directors
[Date, 2021](#)

Adopted by
The Board of Directors DATE:
June 16, 2006

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BYLAWS OF

AMETHOD PUBLIC SCHOOLS
(Amendment Date: _____, **2021**)

A California Nonprofit Public Benefit Corporation

ARTICLE I
NAME

Section 1. NAME. The name of this corporation is Amethod Public Schools, a California Nonprofit Public Benefit Corporation ("Corporation"), (formerly Oakland Charter Academy, Inc.).

ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of the Corporation shall be within the City of Oakland, Alameda County, California. The Board of Directors of the Corporation ("Board") may change the location of the principal office. Any such change of location must be noted by the Secretary of the Board; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board may, at any time, establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

ARTICLE III
GENERAL AND SPECIFIC PURPOSES

Section 1. GENERAL PURPOSE AND SPECIFIC PURPOSES. The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Corporation law of California for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote one or more California public charter schools ("Charter Schools").

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501 (c) (3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c) (3) of the Internal Revenue code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c) (2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE IV DEDICATION AND DISTRIBUTION OF ASSETS

Section 1. DEDICATION OF ASSETS. The Corporation's assets are irrevocably dedicated to public benefit and/or charitable purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or officer of the Corporation.

Section 2. DISTRIBUTION OF ASSETS UPON DISSOLUTION. Upon dissolution or winding up of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for educational, public or charitable purposes and which has established it tax exempt status under section 501(c)(3) of the Internal revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for public purposes. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for educational, public or charitable purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such educational, public or charitable purposes.

ARTICLE V CORPORATION WITHOUT MEMBERS

Section 1. CORPORATION WITHOUT MEMBERS. The Corporation shall have no "members" as that term is used in the California Nonprofit Public Benefit Corporation Law. All rights, which would otherwise vest in the members, shall vest in the Board. ~~Any action which would otherwise require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise vest in the members shall vest in the Board. The Board may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board finds appropriate.~~

Commented [WKS2]: The following text is not necessary for a charter school nonprofit corporation and can sometimes lead to confusion regarding "non-voting" members. We recommend deletion.

~~**Section 2. ASSOCIATES.** Nothing in Article V, Section 1 shall be construed as limiting the right of the Corporation to refer to persons associated with it as "members" even though such persons are not members within the meaning of section 5056 of the California Nonprofit Corporation Law; and no such reference shall constitute anyone a member, within the same meaning. The Corporation may confer by amendment of its Articles or of these Bylaws some or all of the rights of a member, as set forth in the California Nonprofit Corporation law, upon any person or persons who is without the right to vote in the election of Directors or on a disposition of substantially all of the assets of the Corporation or on a merger or on a dissolution or on changes to the Corporation's Articles or Bylaws. No such person, however, shall be a member within the meaning of said section 5056.~~

ARTICLE VI BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the

California Nonprofit Public Benefit Corporation Law, the Articles of Incorporation of the Corporation, these Bylaws. The Charter Schools Act of 1992, and any other applicable laws, the Corporation's activities, business, and affairs shall be managed, and all corporate powers shall be

exercised, by or under the direction of the Board, except as provided in Section 3 hereof. The Board may not delegate the responsibilities of budget approval or approval of fiscal and performance audits.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 above, but subject to the same limitations, the Board shall have the power to:

- a. To select and remove, at the pleasure of the Board, the Chief Executive Officer ("CEO"), and his/her subordinates, prescribe powers and duties for him/her, as may be consistent with law, the Articles of Incorporation, and these Bylaws; to fix his/her compensation and to require from her/him security for faithful performance.
- b. To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations for this purpose, consistent with law, the Articles of Incorporation, and these Bylaws, as it deems best;
- c. Fix the compensation for corporate officers and employees; and to require from them security for faithful service;
- d. To adopt, make and use a corporate seal, and alter the form of the seal from time to time, as it deems best;
- e. To borrow money and incur indebtedness on behalf of the Corporation, and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, debentures, bonds, deeds of trust, mortgages, hypothecations, pledges, and other evidence of debt or securities;
- f. To act as trustee under any trust incidental to the principal object of the Corporation, and to receive, hold, administer, exchange and expend funds and property to such trust;
- g. To acquire by purchase, exchange, lease, gift, devise, bequest, and to hold, improve, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real personal property;
- h. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose.
1. To carry out such other duties as are described in the Charter of each school.

Section 3. DELEGATION OF MANAGEMENT. The Board may delegate the management of the Corporation's activities to any person or persons, management company, or committees, however composed, provided the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. No assignment, referral, or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the Corporation's activities, and the Board may rescind any such assignment, referral, or delegation at anytime.

Section 4. NUMBER OF DIRECTORS. The authorized number of Directors shall be no less than five (5) and no more than eleven (11), with the exact number to be fixed by the Board by resolution from time to time.

Section 5. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49 percent of the persons serving on the Board may be interested persons. An interested person is:

a. Any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; and/or

b. Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person.

~~However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the Corporation.~~ The Board may adopt other policies circumscribing potential conflicts of interest.

Section 6. NOMINATIONS BY COMMITTEE. In the event that there is a vacancy pursuant to Section 9 below, the Chair, will appoint an ad hoc advisory committee to nominate qualified candidates for election to the Board ("Nominating Committee"), which in turn will select a Chairman of the committee. The Nominating Committee's shall not be less than three (3) members and its duties are as follows:

(1) Identify a need/priority for the Corporation based on the Board composition and the expertise need described in Section 4 herein;

(2) Review every candidate(s) thoroughly, including meeting the candidate(s) in person, at which meeting a majority of the Nominating Committee is present;

(3) Vote as a majority to move the candidate(s) forward; if there is no majority then the candidate(s) cannot move forward.

(4) Schedule a meeting between the candidate(s) and the CEO; the meeting shall occur no later than thirty (30) days after the candidate(s) meets with the Nominating Committee;

(5) The candidate(s) who is voted to move forward shall attend a board meeting and

Commented [WKS3]: Newly enacted Education Code Section 47604.1 requires charter schools to comply with Government Code Section 1090. This sentence does not comply with Section 1090.

meet the current Board Members;

(6) The Nominating Committee shall make an oral presentation on the candidate(s) to the Board at a regularly scheduled meeting.

Section 7. TERM OF OFFICE. Each Director shall hold office for a term of four (4) years or until the Director's death, removal, or resignation, and until a successor Director has been designated and qualified, whichever occurs first. Upon completion of an initial four (4) year term, each Director may serve one (1) additional four (4) term, subject to approval by a majority of the Board of Directors. No Directors shall serve in excess of two (2) consecutive terms, except as set forth herein. Nothing shall prevent a former Director from rejoining the Board as long as that Director has not been a member of the Board with the preceding twelve months. In the event that the Board consists of three (3) members or fewer, then those Directors shall hold office until their respective successors are duly elected.

Commented [WKS4]: Adding this clause makes it clear that a member may stay on the Board in case there is not an election for new board members in a timely fashion for some reason. It allows for flexibility.

Commented [WKS5]: See comment above. The recommended language allows more flexibility for AMPS.

Section 8. BOARD ROSTER. The Secretary shall maintain and update the Board roster as necessary after each election. Any director who is elected on or before June 30 shall be treated as though elected January 1 of that year for the purpose of term limits. Any Director who is elected after June 30 of a given year shall be treated as though elected in January of the following year, effectively giving that Director up to an additional six months during the Director's first term.

Section 9. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of:

The death, resignation, or removal of any Director;

The declaration by Board resolution of a vacancy of the office of a Director who has been declared of unsound mind by an order of court or convicted of a felony or found by final order or judgment of any court to have breached a duty under California Non -Profit Public Benefit Corporation Law, Chapter 2, Article 3; or found to have neglected or violated his or her duties and responsibilities provided that notice of that meeting at which vote is taken and of the removal questions are given to each member of the Board and to the Director subject to the removal questions are given at least 10 days prior to the meeting. Any vacancy caused by the removal of a Director shall be filled as provided in these Bylaws.

Any Director who does not attend three (3) successive board meetings will automatically be removed from the Board without Board resolution unless the Director suffers from an illness or disability that prevents him or her from attending meetings and the Board adopts a resolution waiving the automatic removal procedure of this subsection. A Director that has been removed from the Board pursuant to this subsection may be reinstated as a Director by resolution of the Board if the Director's seat on the Board remains vacant.

Section 10. RESIGNATION OF DIRECTORS. Except as provided below, any Director may resign by giving oral or written notice to the Chairman of the Board, or to the Secretary of the

Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If oral notice is given, confirmation of the resignation will be confirmed in writing by the Chairman of the Board within 72 hours of receiving oral notice. If a Director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective.

Section 11. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no Director may resign if the Corporation would be left without a duly elected director or directors.

Section 12. NO REMOVAL ON REDUCTION OF NUMBER OF DIRECTORS. No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires unless the reduction also provides for the removal of that specified Director in accordance with these Bylaws and California Nonprofit Corporation Law.

Section 13. REMOVAL OF DIRECTORS. Any Director, other than a representative chosen by a chartering authority, may be removed, with or without cause, by the vote of the majority of the members of the entire Board at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act (Chapter 9 [commencing with Section 54950] of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a Director shall be filled as provided by the Bylaws. If a chartering authority has appointed a representative to the Board pursuant to Education Code Section 47604(c), the governing Board of the chartering authority may remove that Director at any time, with or without cause.

Section 14. VACANCIES FILLED BY BOARD. Vacancies on the Board may be filled by approval of the Board of Directors or, if the number of Directors then in office is less than a quorum, by:

- (a) the unanimous consent of the Directors then in office;
- (b) the affirmative vote of a majority of the Directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211; or
- (c) a sole remaining Director.

Section 15. COMPENSATION AND REIMBURSEMENT. Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of actual reasonable expenses incurred in carrying out his or her duties. Directors shall not otherwise be compensated.

Section 16. NON-LIABILITY OF DIRECTORS. No Director shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 17. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Corporation and the Board shall comply with all applicable provisions of the Family

Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VII **MEETINGS OF THE BOARD OF DIRECTORS**

Section 1. LOCATION OF BOARD OF DIRECTORS MEETINGS. The Board may designate that a meeting be held at any place within the physical boundaries of the county in which the greatest number of pupils enrolled in Amethod Public Schools reside, California, where the Corporation operates a charter school. All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, *et seq.*, as said chapter may be modified by subsequent legislation and Education Code Section 47604.1.

Commented [WKS6]: This new language is in compliance with Education Code Section 47604.1(c)(4)(A).

1.1. Meetings by Telephone or Similar Communication Equipment. A teleconference meeting is a meeting in which one or more Directors attend the meeting from a remote location via telephone or other electronic means, transmitting audio or audio/video. Any meeting may be held by conference telephone or other communications equipment permitted by California Nonprofit Corporation Law, and all Directors shall be deemed to be present in person at such meeting as long as all Directors participating in the meeting can communicate with one another and all other requirements of California Nonprofit Corporation Law are satisfied. Such meeting must also be noticed and conducted in compliance with Section 54953(b) of the Brown Act, including without limitation the following:

- (a) At a minimum, a quorum of the Board shall participate in the teleconference meeting from within the physical boundaries of the county in which the greatest number of pupils enrolled in Amethod Public Schools reside~~locations within the school's jurisdiction;~~
- (b) All votes taken during a teleconference meeting shall be by roll call;
- (c) The Board shall post agendas at all teleconference locations with each such location being identified in the notice and agenda of the meeting;
- (d) All locations where a Director participates in a teleconference meeting must be fully accessible to members of the public and shall be listed on the agenda .
- (e) Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location; and
- (f) The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 2. ANNUAL MEETINGS. Pursuant to sufficient notice, the Board shall hold

an annual meeting for the purposes of organization, selection of directors and officers, and the transaction of other business.

Section 3. REGULAR MEETINGS. Regular meetings of the Board shall be held at regularly scheduled times as established by the majority of the Board, unless otherwise noted. Such meeting shall comply with the notice and open meeting requirements of the Brow Act (Govt. Code section 5490, *et seq.*) and Education Code Section 47604.1.

Section 4. SPECIAL MEETINGS. Special meetings of the Board for any purpose may be called at any time by the Chair of the Board, if there is such an officer, the Vice-Chair, the Secretary, or any two Directors. The party calling a special meeting shall determine the place, date, and time thereof.

Section 5. NOTICE OF MEETINGS.

5.1. Notice of Regular or Annual Meetings. At least seventy-two (72) hours before an annual meeting or a regular meeting, the Board, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed twenty (20) words. The agenda shall specify the time and location of the meeting and shall be posted in a location that is freely accessible to members of the public, as well as on either the Corporation's or the charter school's website homepage with a prominent and direct link, if any. The posting of the agenda and the contents of the agenda shall be in accordance with Section 54954.2 of the Brown Act. No action or discussion shall be undertaken at any annual or regular meeting on any item not appearing on the posted agenda, except as set forth in Section 54954.2 of the Brown Act.

Commented [WKS7]: Now required per Government Code Section 54954.2(a)(2).

5.2. Notice of Special Meetings.

5.2.1 Manner of Giving Notice. Notice of the time and place of all regular and special meetings shall be given to each Director by one of the following methods:

- (a) Personal Delivery of written notice;
- (b) First-class mail, postage paid;
- (c) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages; or
- (d) Facsimile, electronic mail ("e-mail") or other means of electronic transmission if the recipient has consented to accept notices in this manner.

All such notices shall be given or sent to the Director's address, phone number, facsimile number or e-mail address as shown on the records of the Corporation.

Notice of the time and place of all regular and special meetings shall be given to members of the public in the following ways:

- (a) Posting on the Corporation's website homepage with a prominent and direct link, if any;
- (b) Posting in a location freely accessible location within the charter schools' jurisdiction to members of the public.

5.2.2. Time Requirements. Notices of special meetings of the Board sent by first-class mail shall be deposited in the United States mail at least 72 hours before the time set for the meeting. Notices given by personal delivery, telephone, or electronic transmission shall be delivered, telephoned, or transmitted at least twenty four (24) hours before the time set for the meeting. In addition to the foregoing, notice of the meeting shall comply with Section 54956 of the Brown Act, and the call of the meeting and notice shall also be posted at least twenty four (24) hours prior to the special meeting in a location within the charter schools' jurisdiction that is freely accessible to members of the public and on the Corporation's website homepage with a prominent and direct link.

5.2.3. Notice of Content. The call and notice of a special meeting of the Board shall state the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at the special meeting. The notice of a special meeting shall comply with the requirements for special meetings set forth in The Brown Act.

Section 6. EMERGENCY MEETINGS. If there is an "emergency situation," as defined in Section 54956.5 of the Brown Act, involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with either the 24 hour posting requirement of Section 54956 of the Brown Act or both of the notice and posting requirements. The emergency meeting must be noticed and held in compliance with Section 54956.5 of the Brown Act.

Section 7. QUORUM AND ACTION OF THE BOARD.

7.1. Quorum. A majority of the voting Directors then in office shall constitute a quorum for the transaction of business, except adjournment.

7.2. Minimum Vote Requirements for Valid Board Action. Every action taken or decision made by a majority vote of the Directors then in office at a duly held meeting at which a quorum is present shall be the act of the Board, unless a greater number is expressly required by California Nonprofit Corporation Law, the Articles of Incorporation or these Bylaws. A meeting at which a quorum is initially present but due to the withdrawal of Directors, is no longer present, may not transact business; those Directors present may either: (a) elect to continue as a committee; or (b) adjourn to a future date. Directors may not vote by proxy.

Section 8. WAIVER OF NOTICE. Notice of a meeting need not be given to any Director

who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver or notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any Director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

Section 9. ADJOURNMENT. A majority of the Directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the Directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 10. CONFLICT OF INTEREST.

- a) Contracts with Directors: The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor shall the Resolute Academy enter not any contract or transaction with any other corporation, firm association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest.)
- b) Contracts with Non-Director Designated Employees: The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest in compliance with Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1, unless all of the requirements in the Corporation's Conflict of Interest Code have been fulfilled. Any Director, officer, key employee, or committee member having an interest in a contract, or transaction, or program presented to or discussed by the Board or committee for authorization, approval, or ratification shall make a prompt and clear disclosure of his or her interest to the board or committee prior to its acting on such contract or transaction.

Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during in the discussion or deliberations with respect to, such contract or transaction. The minutes of the meeting shall reflect the disclosure made the vote thereon and, where applicable, the abstention from voting.

The policy requires:

Regular annual statements from Directors, officers, key employees to disclose existing and potential conflict of interest, and; Corrective and disciplinary actions with respect to transgressions of such policies.

Commented [WKS8]: Due to the enactment of Education Code Section 47604.1, this complete section needs new language to comply with Government Code Section 1090 and the Political Reform Act.

Section 11. STANDARD OF CARE. A Director shall perform all duties of a Director, including duties as a member of any committee of the Board on which the Director may serve, in good faith, in a manner the Director believes to be in the best interests of the Corporation and with such care, including the duty to make reasonable inquiries, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a Director, a Director may rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- a. One or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;
- b. Legal counsel, independent accountants or other persons as to matters that the Director believes to be within such person's professional or expert competence; or
- c. A committee of the Board upon which the Director does not serve as to matters within its designated authority, provided the Director believes that the committee merits confidence and the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Except with respect to assets that are directly related to the Corporation's charitable programs, the Board shall avoid speculation in investing, reinvesting, purchasing, acquiring, exchanging, selling and managing the Corporation's investments. Instead, the Board is to consider the permanent disposition of funds, the probable income, the probable safety of the Corporation's capital, and is to comply with the express terms of the instrument or agreement, if any, pursuant to which the assets were contributed to the Corporation.

Section 12. CONDUCT OF MEETINGS. Meetings of the Board shall be presided over by the Chair, or, if there is no Chair or the Chair is absent, the Vice-Chair or, in the absence of each of these persons, by a chair of the meeting, chosen by a majority of the Directors present at the meeting. The Secretary shall act as secretary of all meetings of the Board, provided that, if the Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by rules of procedure as may be determined by the Board from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles, or with any provisions of law applicable to the Corporation.

Section 13. RULES OF PROCEDURE. All meetings of the Board and of the committees shall be conducted in accordance with Robert's Rules of Order.

~~**Section 14. CONTRACTS WITH DIRECTORS AND OFFICERS.** At all times that the Corporation has a valid charter petition to operate a charter school and the charter petition so requires, members of the Board and the officers, managers and employees and any committees of the Corporation shall comply with Government Code Sections 1-090 and 8100 et seq., federal and state laws, nonprofit integrity standards and any applicable charter authorizer policies and regulations~~

Commented [WKS9]: Moved this language up to the Conflicts of Interest section.

regarding ethics and conflict of interest.

Section 154. LOANS TO DIRECTORS AND OFFICERS. The Corporation shall not lend any money or property to, or guarantee the obligation of any Director or officer without the approval of the California Attorney General; provided, however that the Corporation may advance money to a Director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Director or officer would be entitled to reimbursement for such expenses by the Corporation.

Section 165. TRAINING. Every Director who has not previously served on the Corporation's Board must commence attendance at a comprehensive, authorized training(s) regarding Board governance within 12 months of joining the Board as a Director.

ARTICLE VIII **COMMITTEES**

Section 1. CREATION AND COMPOSITION OF COMMITTEES. The Board may, by resolution adopted by a majority of the Directors then in office, create one or more Board Committees ("Committees"), each consisting of two or more Directors, and no persons who are not Directors, to serve at the discretion of the Board. Any two Committees or any particular duties of a Committee may be combined, in the interest of efficiency or management. Unless otherwise directed by the Board, Committees are empowered only to consider and make recommendations upon matters referred to them by the Board. All Committees shall be composed of at least one board member. By majority vote of the Committee members, each committee shall elect one of its members who are also Board members to act as chair of the committee. Any Committee, to the extent provided in the resolution of the Board and allowed by law, may be given the authority of the Board except that no Committee may:

- (a) approve any action for which the California Nonprofit Corporation Law also requires approval of the members or approval of a majority of all members;
- (b) fill vacancies on the Board or in any Committee which has the authority of the Board;
- (c) fix compensation of the Director for serving on the Board or on any Committee;
- (d) amend or repeal any resolution of the board which by its express terms is not so amendable or repealable;

- ~~(d)~~(e) appoint any other Committees or the members of these Committees;
- ~~(e)~~(f) expend corporate funds to support a nominee for Director after more person have been nominated than can be elected; or
- ~~(f)~~(g) approve any transaction (i) between the Corporation and one or more of its Director or (ii) between the Corporation and any entity in which one or more of its directors have a material financial interest.

To facilitate the consideration and management of the Corporation under the Charter and as a corporate legal entity, the following Committee may be created as set forth within this section:

a. Executive Committee. The Executive Committee shall have the power to act in all matters pertaining to the Corporation, as directed by the Board, and working in concert with the goals established by the committees, shall determine the Corporation's short-range and long-range goals. The Executive Committee shall review annually the conditions of employment of the Chief Executive Officer or Principal. The Executive Committee shall be composed of the Chair, Vice- Chair and such other members of the Board as the Board may elect.

b. Audit Committee: The Corporation shall have an audit committee consisting of at least one Director and may include nonvoting advisors. Directors who are employees or officers of the Corporation or who receive, directly or indirectly in any consulting, advisory or other compensatory fee from the Corporation (other than for service as a Director) may not serve on audit committee. The audit committee shall perform the duties and adhere to the guidelines set forth in the audit committee description as amended from time to time by the board. Such duties include: (1) Assisting the Board in choosing an auditor, if necessary; (2) Negotiating the auditor's compensation; (3) Conferring with the auditor regarding the Corporation's financial affairs; and (4) Reviewing and accepting or rejecting the audit.

c. Finance Committee: The Board Chair shall select the chair of the finance committee. The Treasurer should be a member of the committee. The Finance Committee shall be responsible for developing, recommending, and reviewing fiscal procedures, for the preparation and review of financial reports and projections of revenues and expenses, subject to approval by the board.

d. Other Committees of the Board: Other committees may, from time to time, be designated by resolution of the Board. Such other Committees may consist of persons who are not also members of the board. These additional Committees shall act in an advisory capacity only to the board and shall be clearly titled "advisory" committees.

Section 2. MEETINGS AND ACTION OF COMMITTEES. Meetings and action of Committees shall be governed by, and held and taken in accordance with, the provisions of Article VIII concerning meetings of Directors, with such changes in the context of Article VIII as are necessary to substitute the Committee and its members for the Board and its members, except that the time for regular meetings of Committees may be determined by resolution of the Board, and special meetings of Committees may also be called by resolution of the Board. Minutes shall be kept of each meeting of any Committee and shall be filed with the corporate records. The Committee

shall report to the Board from time to time as the Board may require. The Board may adopt rules for the governance of any Committee not inconsistent with the provisions of these Bylaws. In the absence of rules adopted by the Board, the Committee may adopt such rules.

Section 3. QUORUM RULES FOR COMMITTEES. A majority of the Committee members shall constitute a quorum for the transaction of Committee business, except to adjourn. A majority of the Committee members present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Every act taken or decision made by a majority of the Committee members then in office at a meeting duly held at which a quorum is present shall be regarded as an act of the Committee, subject to the provisions of the California Nonprofit Corporation Law relating to actions that require a majority vote of the entire Board. Each Committee will hold its meetings in compliance with the Brown Act.

Section 4. REVOCATION OF DELEGATED AUTHORITY. The Board may, at any time, revoke or modify any or all of the authority that the Board has delegated to a Committee, increase or decrease (but not below two) the number of members of a Committee, and fill vacancies in a Committee from the members of the Board.

Section 5. ADVISORY COMMITTEES. The Board may create one or more advisory committees to serve at the pleasure of the Board. The action to create such advisory committees must be made pursuant to Brown Act requirements, meaning at a publicly noticed meeting with the item on the agenda. Appointments to such advisory committees need not, but may be, Directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect. These advisory committee meetings are not subject to the notice and posting requirements of the Brown Act so long as the committee is comprised solely of Board members; consists of less than the number of Board members who, if present at a meeting, would be able to make a decision; a defined purpose and a time frame to accomplish that purpose; and is advisory.

ARTICLE IV **OFFICERS OF THE CORPORATION**

Section 1. OFFICERS OF THE CORPORATION. The officers of the Corporation ("Officers") shall be a Chair, Vice-Chair, Chief Executive Officer ("CEO"), Secretary and Treasurer. The Corporation may also have, at the Board's discretion, one or more assistant secretaries, one or more assistant treasurers and such other officers as the Board may appoint. Other than the Chair and Vice-Chair, these persons may, but need not be, selected from among the Directors.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary, nor the Treasurer, may serve concurrently as the Chair of the Board.

Section 3. ELECTION OF OFFICERS. The Officers shall be chosen annually by the Board during the first meeting of the fiscal year, and shall serve at the discretion of the Board until his or her successor shall be elected, or his or her earlier resignation or removal.

Section 4. TERM OF CHAIR AND VICE-CHAIR. The Chair and the Vice-Chair shall serve for a term of one (1) year. The Chair and Vice-chair may serve a maximum of two (2) consecutive terms in the same office. Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board.

Section 5. REMOVAL OF OFFICERS. Subject to the rights, if any, of an Officer under any contract of employment, any Officer may be removed, with or without cause (i) by the Board, at any regular or special meeting of the Board or at the annual meeting of the Corporation; or (ii) by an Officer on whom such power of removal may be conferred by the Board.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Corporation. The resignation shall take effect on the date the notice is received or at any later time specified in the notice; and, unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office due to death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointment to that office, provided that such vacancies shall be filled as they occur and not on an annual basis.

Section 8. RESPONSIBILITIES OF OFFICERS.

Section 8.1. Chair. The Chair of the Corporation shall preside at all meetings of the Board and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board or prescribed by these bylaws. Subject to the supervisory powers as the Board may give to the Chair of the Board, if any, the Chair shall, subject to the control of the Board, and in conjunction with the officers of the Charter School, shall assist in supervising and directing the business, activities, affairs and the Officers of the Corporation.

Section 8.2. Vice-Chair. In the absence or disability of the Chair, the Vice-Chair, if any, shall perform all duties of the Chair. When so acting, the Vice-Chair shall have all powers of and be subject to all restrictions on the Chair. The Vice-Chair shall have such other powers and perform such other duties as the board or the Bylaws may prescribe.

Section 8.3. CEO. Subject to the control of the Board, the CEO shall be the chief executive officer and general manager of the corporation and shall have general supervision, direction and control of the business and officers of the corporation. He or she shall have the general power and duties of management usually vested in the office of chief executive officer of a corporation and shall have such other powers or duties as may be prescribed by the Board or these Bylaws. Subject to such limitations as may be imposed by the Board, any powers or duties vested in the CEO may be delegated by him or her to such subordinates as he or she may choose.

Section 8.4. Secretary. The Secretary of the Corporation attend to the following:

8.4.1. Bylaws. The Secretary shall certify and keep or cause to be kept at the principal office of the Corporation the original or a copy of these Bylaws as amended to date.

8.4.2. Minute Book. The Secretary shall keep or cause to be kept a minute book as described herein in Article XV.

8.4.3. Notices. The Secretary shall give, or cause to be given, notice of all meetings of the board in accordance with these Bylaws.

8.4.5. Corporate Records. Upon request, the Secretary shall exhibit or cause to be exhibited at all reasonable times to any Director, or to his or her agent or attorney, these Bylaws and the minute book.

8.4.6. Corporate Seal. The Secretary shall keep or cause to be kept the seal of the Corporation, if any, in safe custody, and shall have such other powers and perform such other duties incident to office of Secretary as may be prescribed by the Board or these Bylaws.

Section. 8.5. Treasurer. The Treasurer of the Corporation shall attend to the following:

8.5.1. Books of Account. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

8.5.2. Financial Reports. The Treasurer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board.

8.5.3. Deposit And Disbursement Of Money And Valuables. The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate, shall disburse the Corporation's funds as the Board may order, shall render to the Chair, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

8.5.4. Bond. If required by the Board, the Treasurer shall give the Corporation a bond in the amount of and with the or sureties specified by the board for faithful performance of the duties of his or her office and for restoration t the Corporation of all its books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on his or her death, resignation, retirement, or removal from the office.

Section 9. COMPENSATION OF OFFICERS.

9.1. Salaries Fixed By Board. The salaries of Officers of the Corporation shall be fixed from time to time by resolution of the Board. In all cases, any salaries received by Officers

of the Organization Corporation shall be reasonable and given in return for services actually rendered for the Corporation. No salaried Officer of the Corporation may serve as a Director.

9.2. Fairness Of Compensation. The Board shall periodically review the fairness of compensation, including benefits, paid to every person, regardless of title, with powers, duties, or responsibilities comparable to the CEO, or chief financial officer: (i) once such person is hired; (ii) upon any extension or renewal of such person's term of employment, and (iii) when such person's compensation is modified.

ARTICLE X **INDEMNIFICATION**

Section 1. DEFINITIONS. For the purpose of this Article XII,

1.1. Agent. "Agent" means any person who is or was a Director, officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation.

1.2. Proceeding. "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative, or investigative.

1.3. Expenses. "Expenses" includes, without limitation, all reasonable attorneys' fees, costs and any other expenses reasonably incurred in the defense of any claims or proceedings against an Agent by reason of his or her position or relationship as Agent and all attorneys' fees, costs and other expenses reasonably incurred in establishing a right to indemnification under this Article XII.

Section 2. APPLICABILITY OF INDEMNIFICATION PROVISIONS.

2.1. Successful Defense by Agent. To the extent that an Agent has been successful on the merits in the defense of any proceeding referred to in this Article XII, or in the defense of any claim, issue, or matter therein, the Agent shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with the claim.

2.2. Settlement or Unsuccessful Defense by Agent. If an Agent either settles any proceeding referred to in this Article XII, or any claim, issue, or matter therein, or sustains a judgment rendered against him, then the provisions of Section 3 through Section 7 shall determine whether the Agent is entitled to indemnification.

Section 3. ACTIONS BROUGHT BY PERSONS OTHER THAN THE CORPORATION. This Section 3 applies to any proceeding other than an action "by or on behalf

of the Corporation" as defined in Section 4 below. Such proceedings that are not brought by or on behalf of the Corporation are referred to in this Section 3 as "Third Party proceedings."

3.1. Scope of Indemnification in Third Party Proceedings.

Subject to the required findings to be made pursuant to Section 3.2 the Corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any Third Party proceeding, by reason of the fact that such person is or was an Agent, for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding.

3.2. Required Standard Of Conduct For Indemnification in Third Party Proceedings. Any indemnification granted to an Agent in Section 3.1 above is conditioned on the following: the Board must determine, in the manner provided hereof, that the Agent seeking reimbursement acted in good faith, in a manner he or she reasonably believed to be in the best interest of the Corporation, and, in the case of a criminal proceeding, he or she must have had no reasonable cause to believe that his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner he or she reasonably believed to be in the best interest of the Corporation or that he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 4. ACTION BROUGHT BY OR ON BEHALF OF THE CORPORATION.

This Section 4 applies to any proceeding brought (i) by or in the right of the Corporation, or (ii) by an Officer, Director or person granted relator status by the Attorney General, or by the Attorney General, on the ground that the defendant Director was or is engaging in self-dealing within the meaning of section 5233 of the California Nonprofit Corporation Law, or (iii) by the Attorney General or person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust (any such proceeding is referred to in these Bylaws as a proceeding "by or on behalf of the Corporation").

4.1. Scope Of Indemnification In Proceeding By Or On Behalf Of The Corporation. Subject to the required findings to be made pursuant to Section 4.2 and except as provided in Sections 4.3 and 4.4, the Corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding by or on behalf of the Corporation, by reason of the fact that such person is or was an Agent, for all expenses actually and reasonably incurred in connection with the defense or settlement of such action.

4.2. Required Standard Of Conduct For Indemnification In Proceeding By Or On Behalf Of The Corporation. Any indemnification granted to an Agent in Section 4.1 is conditioned on the following. The Board must determine, in the manner provided in Section 5 hereof, that the Agent seeking reimbursement acted in good faith, in a manner he or she believed to be in the best interest of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

4.3. Claims Settled Out Of Court. If any Agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of the Corporation, with or without court approval, the Agent shall receive no indemnification for amounts paid pursuant to the terms of the

settlement or other disposition. Also, in cases settled or otherwise disposed of without court approval, the Agent shall receive no indemnification for expenses reasonably incurred in defending against the proceeding, unless the proceeding is settled with the approval of the Attorney General.

4.4. Claims And Suits Awarded Against Agent. If any Agent is adjudged to be liable to the Corporation in the performance of the Agent's duty to the Corporation, the Agent shall receive no indemnification for amounts paid pursuant to the judgment, and any indemnification of such Agent under Section 4.1 for expenses actually and reasonably incurred in connection with the defense of that action shall be made only if both of the following conditions are met:

- (a) the determination of good faith conduct required by Section 4.2 must be made in the manner provided for in Section 5 hereof; and
- (b) upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the Agent is fairly and reasonably entitled to indemnity for the expenses incurred. If the Agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

Section 5. DETERMINATION OF AGENT 'S GOOD FAITH CONDUCT. The indemnification granted to an Agent in Section 3 and Section 4, hereof, is conditioned on the findings required by those Sections being made by:

- (a) the Board by a majority vote of the Directors then in office, not counting any vote of parties to the proceeding; or
- (b) the court in which the proceeding is or was pending. Such determination may be made on application brought by the Corporation or the Agent or the attorney or other person rendering a defense to the Agent, whether or not the application by the Agent, attorney, or other person is opposed by the Corporation.

Section 6. LIMITATIONS. No indemnification or advance shall be made under this Article XII, except as provided in Section 2 or Section 7(b), in any circumstances when it appears:

- (a) that the indemnification or advance would be inconsistent with a provision of the Articles of Incorporation, as amended, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b) that the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 7. ADVANCE OF EXPENSES. Expenses incurred in defending any proceeding may be advanced by the Corporation before the final disposition of the proceeding on receipt of an

undertaking by or on behalf of the Agent to repay the amount of the advance unless it is determined ultimately that the Agent is entitled to be indemnified as authorized in this Article XII.

Section 8. CONTRACTUAL RIGHTS OF NON-DIRECTORS AND NON-OFFICERS. Nothing contained in this Article XII shall affect any right to indemnification to which persons other than Directors and Officers of the Corporation, or any of its subsidiaries, may be entitled by contract or otherwise.

Section 9. INSURANCE. The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent, as defined in this Article XII, against any liability asserted against or incurred by any Agent in such capacity or arising out of the Agent's status as such, whether or not the Corporation would have the power to indemnify the Agent against the liability under the provisions of this Article XII.

Pursuant to the purchase and maintenance of such insurance, any indemnification under this Article shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the Agent is proper in the circumstances because the Agent has met the applicable standard of conduct set forth in Section 7 of this Article XII, by:

a majority vote of the Directors then in office, not counting any vote of parties to such proceeding; or

the court in which such proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Corporation.

ARTICLE XI

MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. The Corporation shall [keep](#):

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of its members, Board, and committees of the Board; and
- c. Such reports and records as required by law.

Section 2. INSPECTION BY DIRECTORS. Every Director shall have the absolute right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary, if any, as permitted by California and federal law. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and

federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 3. ACCOUNTING RECORDS AND MINUTES. On written demand on the Corporation, any Director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board and committees of the Board at any reasonable time for a purpose reasonably related to the Director's interest as a Director. Any such inspection and copying may be made in person or by the Director's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 4. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the Directors at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any Director, furnish to that Director a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XII **ENDORSEMENT OF DOCUMENTS; CONTRACTS**

Section 1. ENDORSEMENT OF DOCUMENTS; CONTRACTS. Any contract or conveyance made in the name of the Corporation which is authorized or ratified by the Board or done within the scope of authority conferred by the Board or within the agency power of the Officer executing it, except as the Board's authority is limited by law, binds the Corporation and the Corporation acquires rights thereunder whether the contract is executed wholly or in part.

ARTICLE XIII **REQUIRED REPORTS**

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the Board) within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the Corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The Corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and

- f. An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

This requirement of an annual report shall not apply if the Corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all Directors and to any member who requests it in writing.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to the Board, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each Director and furnish to each Director a statement of any transaction or indemnification of the following kind:

- a. Any transaction (i) in which the Corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:

- 1) Any Director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest) ; or
- 2) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

- a.b. Any indemnification or advances aggregating more than \$10,000 paid during the fiscal year to any officer or Director of the Corporation as permitted under these bylaws, unless the indemnification has already been approved by the Directors under Corporation' Code Section 5238(d)(2).

ARTICLE XIV **OTHER PROVISIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Law shall govern the construction of these Bylaws. Without limiting the generality of foregoing, words in these Bylaws shall be read as the masculine or feminine gender and as the singular or plural, as the context requires. The term "person" includes both a legal entity and a natural person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provision.

Section 2. AMENDMENT OF BYLAWS. The Board may adopt, amend, or repeal these Bylaws by a majority vote of the Directors then in office at a meeting duly held at which a quorum is present.

Section 3. VALIDITY OF INSTRUMENT. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other written instrument and any assignment or endorsement thereof executed or entered into between the Corporation and any other person, shall be valid and binding on the Corporation when signed by the Chair, Vice-Chair, CEO, Chief Financial Officer, Secretary or Treasurer of the Corporation unless the other person has actual knowledge that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person(s) and in such manner and from time to time shall be determined by the Board and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, to pledge its credit, or to render it liable for any purpose or amount.

Section 4. FISCAL YEAR. The fiscal year of the Corporation shall be will be July 1, through June 30 or as set by the Board.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Amethod Public Schools, a California Nonprofit Public Benefit Corporation; that these Bylaws, are the Bylaws of this Corporation as adopted by the Board of Directors on June 6, 2006, and amended on

Executed on August 29, 2018 at Oakland, California.



Secretary, Board of Directors

Commented [WKS10]: Please change date and signature for amended bylaws.

(AMENDED)
BYLAWS OF
AMETHOD PUBLIC SCHOOLS
(Formerly Oakland Charter Academy)
A California Nonprofit Public Benefit Corporation

Amended by
The Board of Directors
Date, 2021

Adopted by
The Board of Directors DATE:
June 16, 2006

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BYLAWS OF

AMETHOD PUBLIC SCHOOLS
(Amendment Date: _____, 2021)

A California Nonprofit Public Benefit Corporation

ARTICLE I
NAME

Section 1. NAME. The name of this corporation is Amethod Public Schools, a California Nonprofit Public Benefit Corporation ("Corporation"), (formerly Oakland Charter Academy, Inc.).

ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of the Corporation shall be within the City of Oakland, Alameda County, California. The Board of Directors of the Corporation ("Board") may change the location of the principal office. Any such change of location must be noted by the Secretary of the Board; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board may, at any time, establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

ARTICLE III
GENERAL AND SPECIFIC PURPOSES

Section 1. GENERAL PURPOSE AND SPECIFIC PURPOSES. The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Corporation law of California for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote one or more California public charter schools ("Charter Schools").

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501 (c) (3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c) (3) of the Internal Revenue code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c) (2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE IV
DEDICATION AND DISTRIBUTION OF ASSETS

Section 1. DEDICATION OF ASSETS. The Corporation's assets are irrevocably dedicated to public benefit and/or charitable purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or officer of the Corporation.

Section 2. DISTRIBUTION OF ASSETS UPON DISSOLUTION. Upon dissolution or winding up of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for educational, public or charitable purposes and which has established its tax exempt status under section 501(c)(3) of the Internal revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for public purposes. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for educational, public or charitable purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such educational, public or charitable purposes.

ARTICLE V
CORPORATION WITHOUT MEMBERS

Section 1. CORPORATION WITHOUT MEMBERS. The Corporation shall have no "members" as that term is used in the California Nonprofit Public Benefit Corporation Law. All rights, which would otherwise vest in the members, shall vest in the Board.

ARTICLE VI
BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law, the Articles of Incorporation of the Corporation, these Bylaws. The Charter Schools Act of 1992, and any other applicable laws, the Corporation's activities, business, and affairs shall be managed, and all corporate powers shall be

exercised, by or under the direction of the Board, except as provided in Section 3 hereof. The Board may not delegate the responsibilities of budget approval or approval of fiscal and performance audits.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 above, but subject to the same limitations, the Board shall have the power to:

- a. To select and remove, at the pleasure of the Board, the Chief Executive Officer ("CEO"), and his/her subordinates, prescribe powers and duties for him/her, as may

be consistent with law, the Articles of Incorporation, and these Bylaws; to fix his/her compensation and to require from her/him security for faithful performance.

- b. To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations for this purpose, consistent with law, the Articles of Incorporation, and these Bylaws, as it deems best;
- c. Fix the compensation for corporate officers and employees; and to require from them security for faithful service;
- d. To adopt, make and use a corporate seal, and alter the form of the seal from time to time, as it deems best;
- e. To borrow money and incur indebtedness on behalf of the Corporation, and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, debentures, bonds, deeds of trust, mortgages, hypothecations, pledges, and other evidence of debt or securities;
- f. To act as trustee under any trust incidental to the principal object of the Corporation, and to receive, hold, administer, exchange and expend funds and property to such trust;
- g. To acquire by purchase, exchange, lease, gift, devise, bequest, and to hold, improve, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real personal property;
- h. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose.
- 1. To carry out such other duties as are described in the Charter of each school.

Section 3. DELEGATION OF MANAGEMENT. The Board may delegate the management of the Corporation's activities to any person or persons, management company, or committees, however composed, provided the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. No assignment, referral, or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the Corporation's activities, and the Board may rescind any such assignment, referral, or delegation at anytime.

Section 4. NUMBER OF DIRECTORS. The authorized number of Directors shall be no less than five (5) and no more than eleven (11), with the exact number to be fixed by the Board by resolution from time to time.

Section 5. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No

more than 49 percent of the persons serving on the Board may be interested persons. An interested person is:

a. Any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; and/or

b. Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person.

The Board may adopt other policies circumscribing potential conflicts of interest.

Section 6. NOMINATIONS BY COMMITTEE. In the event that there is a vacancy pursuant to Section 9 below, the Chair, will appoint an ad hoc advisory committee to nominate qualified candidates for election to the Board ("Nominating Committee"), which in turn will select a Chairman of the committee. The Nominating Committee's shall not be less than three (3) members and its duties are as follows:

(1) Identify a need/priority for the Corporation based on the Board composition and the expertise need described in Section 4 herein;

(2) Review every candidate(s) thoroughly, including meeting the candidate(s) in person, at which meeting a majority of the Nominating Committee is present;

(3) Vote as a majority to move the candidate(s) forward; if there is no majority then the candidate(s) cannot move forward.

(4) Schedule a meeting between the candidate(s) and the CEO; the meeting shall occur no later than thirty (30) days after the candidate(s) meets with the Nominating Committee;

(5) The candidate(s) who is voted to move forward shall attend a board meeting and meet the current Board Members;

(6) The Nominating Committee shall make an oral presentation on the candidate(s) to the Board at a regularly scheduled meeting.

Section 7. TERM OF OFFICE. Each Director shall hold office for a term of four (4) years or until the Director's death, removal, or resignation, and until a successor Director has been designated and qualified, whichever occurs first. Upon completion of an initial four (4) year term, each Director may serve one (1) additional four (4) term, subject to approval by a majority of the Board of Directors. No Directors shall serve in excess of two (2) consecutive terms, except as set forth herein. Nothing shall prevent a former Director from rejoining the Board as long as that Director has not been a member of the Board with the preceding twelve months.

Section 8. BOARD ROSTER. The Secretary shall maintain and update the Board roster as necessary after each election. Any director who is elected on or before June 30 shall be treated as

though elected January 1 of that year for the purpose of term limits. Any Director who is elected after June 30 of a given year shall be treated as though elected in January of the following year, effectively giving that Director up to an additional six months during the Director's first term.

Section 9. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of:

The death, resignation, or removal of any Director;

The declaration by Board resolution of a vacancy of the office of a Director who has been declared of unsound mind by an order of court or convicted of a felony or found by final order or judgment of any court to have breached a duty under California Non -Profit Public Benefit Corporation Law, Chapter 2, Article 3; or found to have neglected or violated his or her duties and responsibilities provided that notice of that meeting at which vote is taken and of the removal questions are given to each member of the Board and to the Director subject to the removal questions are given at least 10 days prior to the meeting. Any vacancy caused by the removal of a Director shall be filled as provided in these Bylaws.

Any Director who does not attend three (3) successive board meetings will automatically be removed from the Board without Board resolution unless the Director suffers from an illness or disability that prevents him or her from attending meetings and the Board adopts a resolution waiving the automatic removal procedure of this subsection. A Director that has been removed from the Board pursuant to this subsection may be reinstated as a Director by resolution of the Board if the Director's seat on the Board remains vacant.

Section 10. RESIGNATION OF DIRECTORS. Except as provided below, any Director may resign by giving oral or written notice to the Chairman of the Board, or to the Secretary of the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If oral notice is given, confirmation of the resignation will be confirmed in writing by the Chairman of the Board within 72 hours of receiving oral notice. If a Director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective.

Section 11. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no Director may resign if the Corporation would be left without a duly elected director or directors.

Section 12. NO REMOVAL ON REDUCTION OF NUMBER OF DIRECTORS. No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires unless the reduction also provides for the removal of that specified Director in accordance with these Bylaws and California Nonprofit Corporation Law.

Section 13. REMOVAL OF DIRECTORS. Any Director, other than a representative chosen by a chartering authority, may be removed, with or without cause, by the vote of the majority of the members of the entire Board at a special meeting called for that purpose, or at a regular

meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act (Chapter 9 [commencing with Section 54950] of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a Director shall be filled as provided by the Bylaws. If a chartering authority has appointed a representative to the Board pursuant to Education Code Section 47604(c), the governing Board of the chartering authority may remove that Director at any time, with or without cause.

Section 14. VACANCIES FILLED BY BOARD. Vacancies on the Board may be filled by approval of the Board of Directors or, if the number of Directors then in office is less than a quorum, by:

- (a) the unanimous consent of the Directors then in office;
- (b) the affirmative vote of a majority of the Directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211; or
- (c) a sole remaining Director.

Section 15. COMPENSATION AND REIMBURSEMENT. Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of actual reasonable expenses incurred in carrying out his or her duties. Directors shall not otherwise be compensated.

Section 16. NON-LIABILITY OF DIRECTORS. No Director shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 17. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Corporation and the Board shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VII

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. LOCATION OF BOARD OF DIRECTORS MEETINGS. The Board may designate that a meeting be held at any place within the physical boundaries of the county in which the greatest number of pupils enrolled in Amethod Public Schools reside. All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, *et seq.*, as said chapter may be modified by subsequent legislation and Education Code Section 47604.1.

1.1. Meetings by Telephone or Similar Communication Equipment. A teleconference meeting is a meeting in which one or more Directors attend the meeting from a remote location via telephone or other electronic means, transmitting audio or audio/video. Any meeting may be held by conference telephone or other communications equipment permitted by

California Nonprofit Corporation Law, and all Directors shall be deemed to be present in person at such meeting as long as all Directors participating in the meeting can communicate with one another and all other requirements of California Nonprofit Corporation Law are satisfied. Such meeting must also be noticed and conducted in compliance with Section 54953(b) of the Brown Act, including without limitation the following:

- (a) At a minimum, a quorum of the Board shall participate in the teleconference meeting from within the physical boundaries of the county in which the greatest number of pupils enrolled in Amethod Public Schools reside;
- (b) All votes taken during a teleconference meeting shall be by roll call;
- (c) The Board shall post agendas at all teleconference locations with each such location being identified in the notice and agenda of the meeting;
- (d) All locations where a Director participates in a teleconference meeting must be fully accessible to members of the public and shall be listed on the agenda .
- (e) Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location; and
- (f) The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 2. ANNUAL MEETINGS. Pursuant to sufficient notice, the Board shall hold an annual meeting for the purposes of organization, selection of directors and officers, and the transaction of other business.

Section 3. REGULAR MEETINGS. Regular meetings of the Board shall be held at regularly scheduled times as established by the majority of the Board, unless otherwise noted. Such meeting shall comply with the notice and open meeting requirements of the Brow Act (Govt. Code section 5490, *et seq.*) and Education Code Section 47604.1.

Section 4. SPECIAL MEETINGS. Special meetings of the Board for any purpose may be called at any time by the Chair of the Board, if there is such an officer, the Vice-Chair, the Secretary, or any two Directors. The party calling a special meeting shall determine the place, date, and time thereof.

Section 5. NOTICE OF MEETINGS.

5.1. Notice of Regular or Annual Meetings. At least seventy-two (72) hours before an annual meeting or a regular meeting, the Board, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the

meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed twenty (20) words. The agenda shall specify the time and location of the meeting and shall be posted in a location that is freely accessible to members of the public, as well as on either the Corporation's or the charter school's website homepage with a prominent and direct link. The posting of the agenda and the contents of the agenda shall be in accordance with Section 54954.2 of the Brown Act. No action or discussion shall be undertaken at any annual or regular meeting on any item not appearing on the posted agenda, except as set forth in Section 54954.2 of the Brown Act.

5.2. Notice of Special Meetings.

5.2.1 Manner of Giving Notice. Notice of the time and place of all regular and special meetings shall be given to each Director by one of the following methods:

- (a) Personal Delivery of written notice;
- (b) First-class mail, postage paid;
- (c) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages; or
- (d) Facsimile, electronic mail ("e-mail") or other means of electronic transmission if the recipient has consented to accept notices in this manner.

All such notices shall be given or sent to the Director's address, phone number, facsimile number or e-mail address as shown on the records of the Corporation.

Notice of the time and place of all regular and special meetings shall be given to members of the public in the following ways:

- (a) Posting on the Corporation's website homepage with a prominent and direct link;
- (b) Posting in a location freely accessible location within the charter schools' jurisdiction to members of the public .

5.2.2. Time Requirements. Notices of special meetings of the Board sent by first-class mail shall be deposited in the United States mail at least 72 hours before the time set for the meeting. Notices given by personal delivery, telephone, or electronic transmission shall be delivered, telephoned, or transmitted at least twenty four (24) hours before the time set for the meeting. In addition to the foregoing, notice of the meeting shall comply with Section 54956 of the Brown Act, and the call of the meeting and notice shall also be posted at least twenty four (24) hours prior to the special meeting in a location within the charter schools' jurisdiction that is freely accessible to members of the public and on the Corporation's website homepage with a prominent and direct link.

5.2.3. Notice of Content. The call and notice of a special meeting of the Board shall state the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at the special meeting. The notice of a special meeting shall comply with the requirements for special meetings set forth in The Brown Act.

Section 6. EMERGENCY MEETINGS. If there is an "emergency situation," as defined in Section 54956.5 of the Brown Act, involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with either the 24 hour posting requirement of Section 54956 of the Brown Act or both of the notice and posting requirements. The emergency meeting must be noticed and held in compliance with Section 54956.5 of the Brown Act.

Section 7. QUORUM AND ACTION OF THE BOARD.

7.1. Quorum. A majority of the voting Directors then in office shall constitute a quorum for the transaction of business, except adjournment.

7.2. Minimum Vote Requirements for Valid Board Action. Every action taken or decision made by a majority vote of the Directors then in office at a duly held meeting at which a quorum is present shall be the act of the Board, unless a greater number is expressly required by California Nonprofit Corporation Law, the Articles of Incorporation or these Bylaws. A meeting at which a quorum is initially present but due to the withdrawal of Directors, is no longer present, may not transact business; those Directors present may either: (a) elect to continue as a committee; or (b) adjourn to a future date. Directors may not vote by proxy.

Section 8. WAIVER OF NOTICE. Notice of a meeting need not be given to any Director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver or notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any Director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

Section 9. ADJOURNMENT. A majority of the Directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the Directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 10. CONFLICT OF INTEREST.

- a) **Contracts with Directors:** The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor shall the Resolute Academy enter not any contract or transaction with any other

corporation, firm association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest.)

- b) Contracts with Non-Director Designated Employees: The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest in compliance with Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1, unless all of the requirements in the Corporation's Conflict of Interest Code have been fulfilled.

Section 11. STANDARD OF CARE. A Director shall perform all duties of a Director, including duties as a member of any committee of the Board on which the Director may serve, in good faith, in a manner the Director believes to be in the best interests of the Corporation and with such care, including the duty to make reasonable inquiries, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a Director, a Director may rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- a. One or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;
- b. Legal counsel, independent accountants or other persons as to matters that the Director believes to be within such person's professional or expert competence; or
- c. A committee of the Board upon which the Director does not serve as to matters within its designated authority, provided the Director believes that the committee merits confidence and the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Except with respect to assets that are directly related to the Corporation's charitable programs, the Board shall avoid speculation in investing, reinvesting, purchasing, acquiring, exchanging, selling and managing the Corporation's investments. Instead, the Board is to consider the permanent disposition of funds, the probable income, the probable safety of the Corporation's capital, and is to comply with the express terms of the instrument or agreement, if any, pursuant to which the assets were contributed to the Corporation.

Section 12. CONDUCT OF MEETINGS. Meetings of the Board shall be presided over by the Chair, or, if there is no Chair or the Chair is absent, the Vice-Chair or, in the absence of each of these persons, by a chair of the meeting, chosen by a majority of the Directors present at the meeting. The Secretary shall act as secretary of all meetings of the Board, provided that, if the Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by rules of procedure as may be determined by the Board from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles, or with any provisions of law applicable to the Corporation.

Section 13. RULES OF PROCEDURE. All meetings of the Board and of the committees shall be conducted in accordance with Robert's Rules of Order.

Section 14. LOANS TO DIRECTORS AND OFFICERS. The Corporation shall not lend any money or property to, or guarantee the obligation of any Director or officer without the approval of the California Attorney General; provided, however that the Corporation may advance money to a Director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Director or officer would be entitled to reimbursement for such expenses by the Corporation.

Section 15. TRAINING. Every Director who has not previously served on the Corporation's Board must commence attendance at a comprehensive, authorized training(s) regarding Board governance within 12 months of joining the Board as a Director.

ARTICLE VIII **COMMITTEES**

Section 1. CREATION AND COMPOSITION OF COMMITTEES. The Board may, by resolution adopted by a majority of the Directors then in office, create one or more Board Committees ("Committees"), each consisting of two or more Directors, and no persons who are not Directors, to serve at the discretion of the Board. Any two Committees or any particular duties of a Committee may be combined, in the interest of efficiency or management. Unless otherwise directed by the Board, Committees are empowered only to consider and make recommendations upon matters referred to them by the Board. All Committees shall be composed of at least one board member. By majority vote of the Committee members, each committee shall elect one of its members who are also Board members to act as chair of the committee. Any Committee, to the extent provided in the resolution of the Board and allowed by law, may be given the authority of the Board except that no Committee may:

- (a) approve any action for which the California Nonprofit Corporation Law also requires approval of the members or approval of a majority of all members;
- (b) fill vacancies on the Board or in any Committee which has the authority of the Board;
- (c) fix compensation of the Director for serving on the Board or on any Committee;
- (d) amend or repeal any resolution of the board which by its express terms is not so amendable or repealable;

- (e) appoint any other Committees or the members of these Committees;
- (f) expend corporate funds to support a nominee for Director after more person have been nominated than can be elected; or
- (g) approve any transaction (i) between the Corporation and one or more of its Director or (ii) between the Corporation and any entity in which one or more of its directors have a material financial interest.

To facilitate the consideration and management of the Corporation under the Charter and as a corporate legal entity, the following Committee may be created as set forth within this section:

a. Executive Committee. The Executive Committee shall have the power to act in all matters pertaining to the Corporation, as directed by the Board, and working in concert with the goals established by the committees, shall determine the Corporation's short-range and long-range goals. The Executive Committee shall review annually the conditions of employment of the Chief Executive Officer or Principal. The Executive Committee shall be composed of the Chair, Vice- Chair and such other members of the Board as the Board may elect.

b. Audit Committee: The Corporation shall have an audit committee consisting of at least one Director and may include nonvoting advisors. Directors who are employees or officers of the Corporation or who receive, directly or indirectly in any consulting, advisory or other compensatory fee from the Corporation (other than for service as a Director) may not serve on audit committee. The audit committee shall perform the duties and adhere to the guidelines set forth in the audit committee description as amended from time to time by the board. Such duties include: (1) Assisting the Board in choosing an auditor, if necessary; (2) Negotiating the auditor's compensation; (3) Conferring with the auditor regarding the Corporation's financial affairs; and (4) Reviewing and accepting or rejecting the audit.

c. Finance Committee: The Board Chair shall select the chair of the finance committee. The Treasurer should be a member of the committee. The Finance Committee shall be responsible for developing, recommending, and reviewing fiscal procedures, for the preparation and review of financial reports and projections of revenues and expenses, subject to approval by the board.

d. Other Committees of the Board: Other committees may, from time to time, be designated by resolution of the Board. Such other Committees may consist of persons who are not also members of the board. These additional Committees shall act in an advisory capacity only to the board and shall be clearly titled "advisory" committees.

Section 2. MEETINGS AND ACTION OF COMMITTEES. Meetings and action of Committees shall be governed by, and held and taken in accordance with, the provisions of Article VIII concerning meetings of Directors, with such changes in the context of Article VIII as are necessary to substitute the Committee and its members for the Board and its members, except that the time for regular meetings of Committees may be determined by resolution of the Board, and special meetings of Committees may also be called by resolution of the Board. Minutes shall be kept of each meeting of any Committee and shall be filed with the corporate records. The Committee

shall report to the Board from time to time as the Board may require. The Board may adopt rules for the governance of any Committee not inconsistent with the provisions of these Bylaws. In the absence of rules adopted by the Board, the Committee may adopt such rules.

Section 3. QUORUM RULES FOR COMMITTEES. A majority of the Committee members shall constitute a quorum for the transaction of Committee business, except to adjourn. A majority of the Committee members present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Every act taken or decision made by a majority of the Committee members then in office at a meeting duly held at which a quorum is present shall be regarded as an act of the Committee, subject to the provisions of the California Nonprofit Corporation Law relating to actions that require a majority vote of the entire Board. Each Committee will hold its meetings in compliance with the Brown Act.

Section 4. REVOCATION OF DELEGATED AUTHORITY. The Board may, at any time, revoke or modify any or all of the authority that the Board has delegated to a Committee, increase or decrease (but not below two) the number of members of a Committee, and fill vacancies in a Committee from the members of the Board.

Section 5. ADVISORY COMMITTEES. The Board may create one or more advisory committees to serve at the pleasure of the Board. The action to create such advisory committees must be made pursuant to Brown Act requirements, meaning at a publicly noticed meeting with the item on the agenda. Appointments to such advisory committees need not, but may be, Directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect. These advisory committee meetings are not subject to the notice and posting requirements of the Brown Act so long as the committee is comprised solely of Board members; consists of less than the number of Board members who, if present at a meeting, would be able to make a decision; a defined purpose and a time frame to accomplish that purpose; and is advisory.

ARTICLE IV **OFFICERS OF THE CORPORATION**

Section 1. OFFICERS OF THE CORPORATION. The officers of the Corporation ("Officers") shall be a Chair, Vice-Chair, Chief Executive Officer ("CEO"), Secretary and Treasurer. The Corporation may also have, at the Board's discretion, one or more assistant secretaries, one or more assistant treasurers and such other officers as the Board may appoint. Other than the Chair and Vice-Chair, these persons may, but need not be, selected from among the Directors.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary, nor the Treasurer, may serve concurrently as the Chair of the Board.

Section 3. ELECTION OF OFFICERS. The Officers shall be chosen annually by the Board during the first meeting of the fiscal year, and shall serve at the discretion of the Board until his or her successor shall be elected, or his or her earlier resignation or removal.

Section 4. TERM OF CHAIR AND VICE-CHAIR. The Chair and the Vice-Chair shall serve for a term of one (1) year. The Chair and Vice-chair may serve a maximum of two (2) consecutive terms in the same office. Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board.

Section 5. REMOVAL OF OFFICERS. Subject to the rights, if any, of an Officer under any contract of employment, any Officer may be removed, with or without cause (i) by the Board, at any regular or special meeting of the Board or at the annual meeting of the Corporation; or (ii) by an Officer on whom such power of removal may be conferred by the Board.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Corporation. The resignation shall take effect on the date the notice is received or at any later time specified in the notice; and, unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office due to death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointment to that office, provided that such vacancies shall be filled as they occur and not on an annual basis.

Section 8. RESPONSIBILITIES OF OFFICERS.

Section 8.1. Chair. The Chair of the Corporation shall preside at all meetings of the Board and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board or prescribed by these bylaws. Subject to the supervisory powers as the Board may give to the Chair of the Board, if any, the Chair shall, subject to the control of the Board, and in conjunction with the officers of the Charter School, shall assist in supervising and directing the business, activities, affairs and the Officers of the Corporation.

Section 8.2. Vice-Chair. In the absence or disability of the Chair, the Vice-Chair, if any, shall perform all duties of the Chair. When so acting, the Vice-Chair shall have all powers of and be subject to all restrictions on the Chair. The Vice-Chair shall have such other powers and perform such other duties as the board or the Bylaws may prescribe.

Section 8.3. CEO. Subject to the control of the Board, the CEO shall be the chief executive officer and general manager of the corporation and shall have general supervision, direction and control of the business and officers of the corporation. He or she shall have the general power and duties of management usually vested in the office of chief executive officer of a corporation and shall have such other powers or duties as may be prescribed by the Board or these Bylaws. Subject to such limitations as may be imposed by the Board, any powers or duties vested in the CEO may be delegated by him or her to such subordinates as he or she may choose.

Section 8.4. Secretary. The Secretary of the Corporation attend to the following:

8.4.1. Bylaws. The Secretary shall certify and keep or cause to be kept at the principal office of the Corporation the original or a copy of these Bylaws as amended to date.

8.4.2. Minute Book. The Secretary shall keep or cause to be kept a minute book as described herein in Article XV.

8.4.3. Notices. The Secretary shall give, or cause to be given, notice of all meetings of the board in accordance with these Bylaws.

8.4.5. Corporate Records. Upon request, the Secretary shall exhibit or cause to be exhibited at all reasonable times to any Director, or to his or her agent or attorney, these Bylaws and the minute book.

8.4.6. Corporate Seal. The Secretary shall keep or cause to be kept the seal of the Corporation, if any, in safe custody, and shall have such other powers and perform such other duties incident to office of Secretary as may be prescribed by the Board or these Bylaws.

Section. 8.5. Treasurer. The Treasurer of the Corporation shall attend to the following:

8.5.1. Books of Account. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

8.5.2. Financial Reports. The Treasurer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board.

8.5.3. Deposit And Disbursement Of Money And Valuables. The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate, shall disburse the Corporation's funds as the Board may order, shall render to the Chair, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

8.5.4. Bond. If required by the Board, the Treasurer shall give the Corporation a bond in the amount of and with the or sureties specified by the board for faithful performance of the duties of his or her office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on his or her death, resignation, retirement, or removal from the office.

Section 9. COMPENSATION OF OFFICERS.

9.1. Salaries Fixed By Board. The salaries of Officers of the Corporation shall be fixed from time to time by resolution of the Board. In all cases, any salaries received by Officers

of the Organization Corporation shall be reasonable and given in return for services actually rendered for the Corporation. No salaried Officer of the Corporation may serve as a Director.

9.2. Fairness Of Compensation. The Board shall periodically review the fairness of compensation, including benefits, paid to every person, regardless of title, with powers, duties, or responsibilities comparable to the CEO, or chief financial officer: (i) once such person is hired; (ii) upon any extension or renewal of such person's term of employment, and (iii) when such person's compensation is modified.

ARTICLE X **INDEMNIFICATION**

Section 1. DEFINITIONS. For the purpose of this Article XII,

1.1. Agent. "Agent" means any person who is or was a Director, officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation.

1.2. Proceeding. "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative, or investigative.

1.3. Expenses. "Expenses" includes, without limitation, all reasonable attorneys' fees, costs and any other expenses reasonably incurred in the defense of any claims or proceedings against an Agent by reason of his or her position or relationship as Agent and all attorneys' fees, costs and other expenses reasonably incurred in establishing a right to indemnification under this Article XII.

Section 2. APPLICABILITY OF INDEMNIFICATION PROVISIONS.

2.1. Successful Defense by Agent. To the extent that an Agent has been successful on the merits in the defense of any proceeding referred to in this Article XII, or in the defense of any claim, issue, or matter therein, the Agent shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with the claim.

2.2. Settlement or Unsuccessful Defense by Agent. If an Agent either settles any proceeding referred to in this Article XII, or any claim, issue, or matter therein, or sustains a judgment rendered against him, then the provisions of Section 3 through Section 7 shall determine whether the Agent is entitled to indemnification.

Section 3. ACTIONS BROUGHT BY PERSONS OTHER THAN THE CORPORATION. This Section 3 applies to any proceeding other than an action "by or on behalf

of the Corporation" as defined in Section 4 below. Such proceedings that are not brought by or on behalf of the Corporation are referred to in this Section 3 as "Third Party proceedings."

3.1. Scope of Indemnification in Third Party Proceedings.

Subject to the required findings to be made pursuant to Section 3.2 the Corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any Third Party proceeding, by reason of the fact that such person is or was an Agent, for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding.

3.2. Required Standard Of Conduct For Indemnification in Third Party Proceedings. Any indemnification granted to an Agent in Section 3.1 above is conditioned on the following: the Board must determine, in the manner provided hereof, that the Agent seeking reimbursement acted in good faith, in a manner he or she reasonably believed to be in the best interest of the Corporation, and, in the case of a criminal proceeding, he or she must have had no reasonable cause to believe that his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner he or she reasonably believed to be in the best interest of the Corporation or that he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 4. ACTION BROUGHT BY OR ON BEHALF OF THE CORPORATION.

This Section 4 applies to any proceeding brought (i) by or in the right of the Corporation, or (ii) by an Officer, Director or person granted relator status by the Attorney General, or by the Attorney General, on the ground that the defendant Director was or is engaging in self-dealing within the meaning of section 5233 of the California Nonprofit Corporation Law, or (iii) by the Attorney General or person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust (any such proceeding is referred to in these Bylaws as a proceeding "by or on behalf of the Corporation").

4.1. Scope Of Indemnification In Proceeding By Or On Behalf Of The Corporation. Subject to the required findings to be made pursuant to Section 4.2 and except as provided in Sections 4.3 and 4.4, the Corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding by or on behalf of the Corporation, by reason of the fact that such person is or was an Agent, for all expenses actually and reasonably incurred in connection with the defense or settlement of such action.

4.2. Required Standard Of Conduct For Indemnification In Proceeding By Or On Behalf Of The Corporation. Any indemnification granted to an Agent in Section 4.1 is conditioned on the following. The Board must determine, in the manner provided in Section 5 hereof, that the Agent seeking reimbursement acted in good faith, in a manner he or she believed to be in the best interest of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

4.3. Claims Settled Out Of Court. If any Agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of the Corporation, with or without court approval, the Agent shall receive no indemnification for amounts paid pursuant to the terms of the

settlement or other disposition. Also, in cases settled or otherwise disposed of without court approval, the Agent shall receive no indemnification for expenses reasonably incurred in defending against the proceeding, unless the proceeding is settled with the approval of the Attorney General.

4.4. Claims And Suits Awarded Against Agent. If any Agent is adjudged to be liable to the Corporation in the performance of the Agent's duty to the Corporation, the Agent shall receive no indemnification for amounts paid pursuant to the judgment, and any indemnification of such Agent under Section 4.1 for expenses actually and reasonably incurred in connection with the defense of that action shall be made only if both of the following conditions are met:

- (a) the determination of good faith conduct required by Section 4.2 must be made in the manner provided for in Section 5 hereof; and
- (b) upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the Agent is fairly and reasonably entitled to indemnity for the expenses incurred. If the Agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

Section 5. DETERMINATION OF AGENT 'S GOOD FAITH CONDUCT. The indemnification granted to an Agent in Section 3 and Section 4, hereof, is conditioned on the findings required by those Sections being made by:

- (a) the Board by a majority vote of the Directors then in office, not counting any vote of parties to the proceeding; or
- (b) the court in which the proceeding is or was pending. Such determination may be made on application brought by the Corporation or the Agent or the attorney or other person rendering a defense to the Agent, whether or not the application by the Agent, attorney, or other person is opposed by the Corporation.

Section 6. LIMITATIONS. No indemnification or advance shall be made under this Article XII, except as provided in Section 2 or Section 7(b), in any circumstances when it appears:

- (a) that the indemnification or advance would be inconsistent with a provision of the Articles of Incorporation, as amended, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b) that the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 7. ADVANCE OF EXPENSES. Expenses incurred in defending any proceeding may be advanced by the Corporation before the final disposition of the proceeding on receipt of an

undertaking by or on behalf of the Agent to repay the amount of the advance unless it is determined ultimately that the Agent is entitled to be indemnified as authorized in this Article XII.

Section 8. CONTRACTUAL RIGHTS OF NON-DIRECTORS AND NON-OFFICERS. Nothing contained in this Article XII shall affect any right to indemnification to which persons other than Directors and Officers of the Corporation, or any of its subsidiaries, may be entitled by contract or otherwise.

Section 9. INSURANCE. The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent, as defined in this Article XII, against any liability asserted against or incurred by any Agent in such capacity or arising out of the Agent's status as such, whether or not the Corporation would have the power to indemnify the Agent against the liability under the provisions of this Article XII.

Pursuant to the purchase and maintenance of such insurance, any indemnification under this Article shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the Agent is proper in the circumstances because the Agent has met the applicable standard of conduct set forth in Section 7 of this Article XII, by:

a majority vote of the Directors then in office, not counting any vote of parties to such proceeding; or

the court in which such proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Corporation.

ARTICLE XI

MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. The Corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of its members, Board, and committees of the Board; and
- c. Such reports and records as required by law.

Section 2. INSPECTION BY DIRECTORS. Every Director shall have the absolute right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary, if any, as permitted by California and federal law. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect

conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 3. ACCOUNTING RECORDS AND MINUTES. On written demand on the Corporation, any Director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board and committees of the Board at any reasonable time for a purpose reasonably related to the Director's interest as a Director. Any such inspection and copying may be made in person or by the Director's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 4. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the Directors at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any Director, furnish to that Director a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XII

ENDORSEMENT OF DOCUMENTS; CONTRACTS

Section 1. ENDORSEMENT OF DOCUMENTS; CONTRACTS. Any contract or conveyance made in the name of the Corporation which is authorized or ratified by the Board or done within the scope of authority conferred by the Board or within the agency power of the Officer executing it, except as the Board's authority is limited by law, binds the Corporation and the Corporation acquires rights thereunder whether the contract is executed wholly or in part.

ARTICLE XIII

REQUIRED REPORTS

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the Board) within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the Corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The Corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and

- f. An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

This requirement of an annual report shall not apply if the Corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all Directors and to any member who requests it in writing.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to the Board, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each Director and furnish to each Director a statement of any transaction or indemnification of the following kind:

- a. Any transaction (i) in which the Corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
 - 1) Any Director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest) ; or
 - 2) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.
- b. Any indemnification or advances aggregating more than \$10,000 paid during the fiscal year to any officer or Director of the Corporation as permitted under these bylaws, unless the indemnification has already been approved by the Directors under Corporation' Code Section 5238(d)(2).

ARTICLE XIV **OTHER PROVISIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Law shall govern the construction of these Bylaws. Without limiting the generality of foregoing, words in these Bylaws shall be read as the masculine or feminine gender and as the singular or plural, as the context requires. The term "person" includes both a legal entity and a natural person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provision.

Section 2. AMENDMENT OF BYLAWS. The Board may adopt, amend, or repeal these Bylaws by a majority vote of the Directors then in office at a meeting duly held at which a quorum is present.

Section 3. VALIDITY OF INSTRUMENT. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other written instrument and any assignment or endorsement thereof executed or entered into between the Corporation and any other person, shall be valid and binding on the Corporation when signed by the Chair, Vice-Chair, CEO, Chief Financial Officer, Secretary or Treasurer of the Corporation unless the other person has actual knowledge that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person(s) and in such manner and from time to time shall be determined by the Board and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, to pledge its credit, or to render it liable for any purpose or amount.

Section 4. FISCAL YEAR. The fiscal year of the Corporation shall be will be July 1, through June 30 or as set by the Board.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Amethod Public Schools, a California Nonprofit Public Benefit Corporation; that these Bylaws, are the Bylaws of this Corporation as adopted by the Board of Directors on June 6, 2006, and amended on

Executed on August 29, 2018 at Oakland, California.



Secretary, Board of Directors

Commented [WKS1]: Please make sure to secure new signature with new date for amendments.

AMPS

HONOR HARD WORK

Amethod Public Schools
Board Item Overview**Date: March 10, 2021****Subject: Business L**

Approval of Amethod Public School's Amended Bylaws

Action:☒**Information:**☐**Committee:**☐

RECOMMENDATIONS:	Staff recommends that this item is approved by the board.
SUMMARY OF PREVIOUS BOARD DISCUSSION AND ACTION:	NA
SUMMARY OF KEYS ISSUES:	The Bylaws of a nonprofit are the legally binding rules by which the organization is governed. They set forth the structure of the organization and guide the Board of Directors ("Board") in the conduct of its business. In essence, Bylaws are the operating manual for a nonprofit. Lawyers from Young, Minney and Corr helped with the revisions listed below. • <i>ARTICLE V</i>: Deleted language that is not necessary for charter schools and might be confusing. • <i>ARTICLE VI, Section 5</i>: Deleted language that does not comply with current law. • <i>ARTICLE VI, Section 7</i>: Added language to allow Board more flexibility in the timing of appointments to the board. • <i>ARTICLE VI, Section 13</i>: Added language about a possible chartering authority representative pursuant to the Education Code. • <i>ARTICLE VII, Section 1</i>: Amended language to comply with new law. • <i>ARTICLE VII, Section 5</i>: Added language to comply with new requirement in the Brown Act • <i>ARTICLE VII, Section 10</i>: Amended language to comply with new law.
FISCAL ANALYSIS	NA
ATTACHMENT(S):	-Red line version (Amethod Public Schools: Bylaws) -Clean line version (Amethod Public Schools: Bylaws)

Coversheet

Approval of Amended FERPA Policy

Section: IV. Business
Item: M. Approval of Amended FERPA Policy
Purpose: Vote
Submitted by:
Related Material:
21 02 15 DRAFT - Educational Records and Student Information Policy (YMC sample).doc
FERPA Briefing Sheet.pdf

Board Policy #: [INSERT]
 Adopted/Ratified: [INSERT]
 Revision Date: [INSERT]

[INSERT CHARTER SCHOOL LETTERHEAD]

EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY

The Board of Directors of Amethod Public Schools (“AMPS” or “Charter School”), a California nonprofit public benefit corporation operating public charter schools, adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by AMPS.

Definitions

- “*Education Record*”: An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche that directly relates to a student and is maintained by AMPS or by a party acting for AMPS. Such information includes, but is not limited to:
 1. Date and place of birth; parent and/or guardian’s address, mother’s maiden name and where the parties may be contacted for emergency purposes;
 2. Grades, test scores, courses taken, academic specializations and school activities;
 3. Special education records;
 4. Disciplinary records;
 5. Medical and health records;
 6. Attendance records and records of past schools attended; and/or
 7. Personal information such as, but not limited to, a student’s name, the name of a student’s parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

1. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
2. Records maintained by a law enforcement unit of AMPS that were created by that law enforcement unit for the purpose of law enforcement;
3. In the case of a person who is employed by AMPS but not in attendance at AMPS, records made and maintained in the normal course of business, relate exclusively to the individual in that individual’s capacity as an employee and are

Commented [MB1]: Once this Policy is reviewed and approved by the Board, we recommend including the adoption date within the header, above. When this Policy is reviewed and revised thereafter, we recommend including a revision date to assist with version control. Lastly, we recommend assigning a number to this Board Policy (example: Board Policy (BP) 23, Student Policy (SP) 14, etc.).

This Policy is within our recommended format, which you may choose to adopt. If not, please ensure that the formatting is changed to align with your existing board policies.

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 Adopted/Ratified: [INSERT]
 Revision Date: [INSERT]

not available for any other purpose;

4. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at AMPS;
 5. Records that only contain information about an individual after the individual is no longer a student at AMPS; or
 6. Grades on peer-graded papers before they are collected and recorded by a teacher.
- "*Personally Identifiable Information*": Personally identifiable information ("PII") is information about a student that is contained in their education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 ("FERPA"). PII includes, but is not limited to: a student's name; the name of a student's parent or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who AMPS reasonably believes knows the identity of the student to whom the education record relates.
 - "*Directory Information*": Charter School may disclose the PII that it has designated as directory information, consistent with the terms of the annual notice provided by AMPS pursuant to the FERPA (20 U.S.C. § 1232g). AMPS has designated the following information as directory information:
 1. Student's name
 2. Student's address
 3. Parent/guardian's address
 4. Telephone listing
 5. Student's electronic mail address
 6. Parent/guardian's electronic mail address
 7. Photograph
 8. Date and place of birth
 9. Dates of attendance
 10. Grade level
 11. Participation in officially recognized activities and sports

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 Adopted/Ratified: [INSERT]
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12. Weight and height of members of athletic teams
13. Degrees, honors, and awards received
14. The most recent educational agency or institution attended
15. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

- “*Parent*”: Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- “*Eligible Student*”: Eligible student means a student who has reached eighteen (18) years of age.
- “*School Official*”: A school official is a person employed by Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of AMPS. A school official also may include a volunteer for AMPS or an independent contractor of AMPS or other party who performs an institutional service or function for which AMPS would otherwise use its own employees and who is under the direct control of AMPS with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing their tasks.
- “*Legitimate Educational Interest*”: A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Commented [MB2]: The Charter School may, but is not required to include all these options. This list can be revised to fit the Charter's School's needs. Please ensure that the student handbook/annual notice language matches this list.

Commented [MB3]: Defining school official broadly is helpful, particularly where the School may be contracting for certain services.

Disclosure Of Directory Information

At the beginning of each school year, AMPS shall provide parents and eligible students with a notice containing the following information: 1) The type of PII it designates as directory information; 2) The parent's or eligible student's right to require that AMPS not release “directory information” without obtaining prior written consent from the parent or eligible student; and 3) The period of time within which a parent or eligible student must notify AMPS in writing of the categories of “directory information” that it may not disclose without the parent's or eligible student's prior written consent. AMPS will continue to honor a valid request to opt out of the disclosure of a former student's directory information made while the former student was in attendance unless the student rescinds the opt out request.

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 Adopted/Ratified: [INSERT]
 Revision Date: [INSERT]

Annual Notification To Parents And Eligible Students

At the beginning of each school year, in addition to the notice required for directory information, Charter School shall provide eligible students currently in attendance and parents of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

1. Inspect and review the student's education records;
2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
3. Consent to disclosures of PII contained in the student's education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
4. File with the U.S. Department of Education a complaint concerning alleged failures by AMPS to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that AMPS not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that AMPS forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and
4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

Parental And Eligible Student Rights Relating To Education Records

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the **Executive Director**. Within five (5) business days, AMPS shall comply with the request.

Commented [MB4]: Pursuant to 34 CFR Section 99.7(b), schools must effectively notify parents or eligible students who are disabled or who have a primary or home language other than English.

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 Adopted/Ratified: [INSERT]
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1. Copies of Education Records

Charter School will provide copies of requested documents within five (5) business days of a written request for copies. AMPS may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former students' records or (2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

Commented [MB5]: Federal law permits 45 days to respond. However, the Education Code requires a response within 5 business days, including for requests related to special education records. Charter schools agree to comply with the 5-day requirement for purposes of special education through membership in a SELPA and/or in compliance with the authorizer's procedures. In addition, many charter schools agree to comply with records request requirements with an MOU or the charter petition.

While we have not reviewed these documents for the School, we advise complying with the 5-business-day timeline for all requests to avoid confusion among staff and ensure compliance with state special education laws.

2. Request for Amendment to Education Records

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the Executive Director to correct or remove any information in the student's education record that is any of the following:

- a. Inaccurate.
- b. Misleading.
- c. In violation of the privacy rights of the student.

Charter School will respond within thirty (30) days of the receipt of the request to amend. AMPS's response will be in writing and if the request for amendment is denied, AMPS will set forth the reason for the denial and inform the parent or eligible student of their right to a hearing challenging the content of the education record.

If the Executive Director sustains any or all of the allegations, the Executive Director must order the correction or the removal and destruction of the information. The Executive Director or designee must then inform the parent or eligible student of the amendment in writing.

Commented [MB6]: Although the School can voluntarily agree to comply with Ed. Code section 49070, which also allows amendments based on education records that are 1) an unsubstantiated personal conclusion or inference, 2) a conclusion or inference outside the observer's area of competence, or 3) not based on the personal observation of a named person with the time and place of the observation noted, as a charter school, the School is not required to include these additional bases for amendments unless it otherwise agreed to do so in its charter petition, MOU etc. The procedures for requesting amendment to a student record and hearings to challenge a record that are contained in this Policy comply with the FERPA requirements.

3. Hearing to Challenge Education Record

If Charter School denies a parent or eligible student's request to amend an education record, the parent or eligible student may, within thirty (30) days of the denial, request in writing that the parent or eligible student be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student.

The Board Chair may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release information from the student's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- a. The principal or designee of a public school other than the public school at which the record is on file;
- b. A certificated Charter School employee; and

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- c. A parent appointed by the **Executive Director** or by the Board Chair, depending upon who convenes the panel.

The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by Charter School to the parent or eligible student no later than twenty (20) days before the hearing.

The principal or designee of a public school will serve as the chairman and shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney. The decision of the Board Chair or designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, AMPS's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, Charter School decides that the information is inaccurate, misleading, or in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, Charter School decides that the information in the education record is not inaccurate, misleading, or in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why they disagree with the decision of AMPS, or both. If AMPS places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

Disclosure Of Education Records And Directory Information

Charter School must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records and AMPS shall provide the requestor with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

AMPS will only disclose PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and

Commented [MB7]: Education Code section 49071 states:

"To assist in making determinations pursuant to Section 49070, a district superintendent or governing board may convene a hearing panel composed of the following persons, provided that the parent has given written consent to release information from the relevant pupil's records to the members of the panel so convened:

- (1) The principal of a public school other than the public school at which the record is on file.
- (2) A certificated employee appointed by the chairman of the certificated employee council of the district, or, if no such council exists, a certificated employee appointed by the parent.
- (3) A parent appointed by the superintendent or by the governing board of the district, depending upon who convenes the panel.

- (b) The persons appointed pursuant to paragraphs (2) and (3) of subdivision (a) shall, if possible, not be acquainted with the pupil, his parent or guardian, or the certificated employee who recorded the information, except when the parent or guardian appoints the person pursuant to paragraph (2).
- (c) The principal appointed to the hearing panel shall serve as its chairman."

Since this provision of the Education Code is only directly applicable to school districts, it arguably does not apply to charter schools. The School should feel free to review and revise the members of this panel. The end goal is to create a neutral panel. I have included some recommendations for your consideration.

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that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. AMPS must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, AMPS will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. **Note specifically that AMPS will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.**

Commented [MB8]: This sentence is included for compliance with AB 699.

1. Charter School will disclose education records, without prior written consent of the parent or eligible student, to the following parties:
2. School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations ("C.F.R.") Part 99;
3. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, AMPS will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. AMPS will make a reasonable attempt to notify the parent or eligible student of the request for records at their last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, AMPS will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
4. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
5. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
6. Organizations conducting certain studies for AMPS in accordance with 20 U.S.C. § 1232g(b)(1)(F);
7. Accrediting organizations in order to carry out their accrediting functions;
8. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
9. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be

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made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;

10. Persons who need to know in cases of health and safety emergencies;
11. State and local authorities, within a juvenile justice system, pursuant to specific State law;
12. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and/or a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by AMPS for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by AMPS; and/or
13. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by AMPS with respect to that alleged crime or offense. AMPS may disclose the final results of the disciplinary proceeding, regardless of whether AMPS concluded a violation was committed.

Record Keeping Requirements

AMPS will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of PII to institutions that make disclosures of the information on behalf of AMPS in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of AMPS and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, AMPS officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

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The records relating to disclosures of PII may be inspected by parents and eligible students, AMPS officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of Charter School.

Student cumulative records may not be removed from the premises of AMPS, unless the individual removing the record has a legitimate educational interest, and is authorized by the **Executive Director**, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the AMPS premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.).

Complaints

Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by Charter School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Student Privacy Policy Office
 U.S. Department of Education
 400 Maryland Avenue, S.W.
 Washington, D.C. 20202-5920

Record Retention

Charter School complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations (“CCR”) sections 431 through 438, per the following:

- “*Mandatory Permanent Student Records*”: must be maintained indefinitely or an exact copy thereof for every student who was enrolled in the charter school. These records are defined as:
 1. Legal name of student
 2. Date of birth
 3. Method of verification of birth date
 4. Sex of student
 5. Place of birth
 6. Name and address of parent of minor student
 7. Address of minor student if different than above
 8. An annual verification of the name and address of the parent and the residence of the student

Commented [MB9]: This section aligns with the Regulations but is not required to be included in the Education Records and Student Information policy.

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 Adopted/Ratified: [INSERT]
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9. Entering and leaving date of each school year and for any summer session or other extra session Subjects taken during each year, half year, summer session or quarter
10. If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
11. Verification of or exemption from required immunizations
12. Date of high school graduation or equivalent

The mandatory permanent student record or a copy thereof shall be forwarded by the Charter School upon request of a public or private school in which the student has enrolled or intends to enroll. If the Charter School forwards the original mandatory permanent student record, a copy must be maintained by the Charter School. If the Charter School forwards a copy, the original must be maintained by the Charter School.

- *“Mandatory Interim Student Records”*: Must be maintained until judged to be disposable defined as “when the student leaves the charter school or when their usefulness ceases.” These records may be destroyed during the third (3rd) school year following the determination that the records are disposable (i.e. 2019-2020 records may be destroyed after July 1, 2023). These records are defined as:
 1. A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible student, or a dependent adult student, or an adult student, or the custodian of records.
 2. Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver
 3. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
 4. Language training records
 5. Progress slips and/or notices
 6. Parental restrictions regarding access to directory information or related stipulations.
 7. Parental or adult student rejoinders to challenged records and to disciplinary action
 8. Parental authorizations or prohibitions of student participation in specific programs
 9. Results of standardized tests administered within the preceding three years

The mandatory interim student record or a copy thereof shall be forwarded by the Charter School upon request of a public school in California in which the student has enrolled or intends to enroll. If the transfer is to an out of state or to a private school, the mandatory interim student record may be forwarded. If the Charter School forwards the original mandatory interim student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the

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original must be maintained by the Charter School until destroyed in accordance with this Policy.

- “*Permitted Student Records*”: may be maintained and may be destroyed when their usefulness ceases or after six (6) months following the student’s completion or withdrawal from school. These records are defined as:
 1. Objective counselor and/or teacher ratings
 2. Standardized test results older than three years
 3. Routine discipline data
 4. Verified reports of relevant behavioral patterns
 5. All disciplinary notices
 6. Attendance records not covered in the 5 CCR § 400

Permitted student records may be forwarded upon a request by a public or private school in which a student is enrolling. If the Charter School forwards the original permitted student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.



Amethod Public Schools Board Item Overview

Date: March 10, 2021

Subject: *Business M*

The Family Educational Rights and Privacy Act.

Action:



Information:



Committee:



RECOMMENDATIONS:	The staff recommends that the board approves the updated FERPA policy for Amethod Public Schools.
SUMMARY OF PREVIOUS BOARD DISCUSSION AND ACTION:	NA
SUMMARY OF KEYS ISSUES:	The Family Educational Rights and Privacy Act (FERPA) is a federal law enacted in 1974 that protects the privacy of student education records. FERPA is a crucial piece of legislation for students, especially because student records can contain a great deal of private information in addition to the academic information, such as medical information or discipline outcomes that could affect a students' future prospects.
FISCAL ANALYSIS	NA
ATTACHMENT(S):	• Revised FERPA policy • Redline version