



# Amethod Public Schools

## Regular Meeting of the AMPS Board of Directors

Published on August 25, 2025 at 4:19 PM PDT

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### Date and Time

Thursday August 28, 2025 at 6:00 PM PDT

### Location

1450 Marina Way South, Richmond, CA 94804

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The Board of Directors (Board) and employees of Amethod Public Schools will be holding this meeting in person at **1450 Marina Way South, Richmond, CA 94804**.

Members of the public who wish to attend in person can join us in the Home Office's Board Room at 1450 Marina Way South, Richmond, CA 94804. Or members of the public may meet via the Zoom meeting platform at:

<https://us02web.zoom.us/j/83187954557>

We also offer two-way teleconference locations for the public to attend in our Oakland school sites:

Downtown Charter Academy- 2000 Dennison St, Oakland, CA 94606

Oakland Charter Academy- 4215 Foothill Blvd, Oakland, CA 94601

**Participating by Telephone:** 669-900-9128 Meeting ID: 831 8795 4557

**Public Comment:** Members of the public attending in person who wish to comment on an agenda item please fill out a speaker card and submit it to a staff member. Members of the public who are joining via teleconference, please use raise hand tool in the reactions tab located at the bottom of the zoom screen or press star (\*) nine if joining by telephone. 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.

**Access to Board Materials:** A copy of the written materials which have been submitted to the Board of Directors with the agenda relating to open session items may be reviewed by any interested persons on the Amethod Public School’s website at [www.amethodschools.org](http://www.amethodschools.org) following the posting of the agenda. Amethod may distribute additional information and/or documents to the Board of Directors after the agenda is posted and at the meeting; these items and the full Board packet are available for inspection in the AMPS Board Room (located at [1450 Marina Way S, Richmond, CA 94804](#)) and during the meeting. Any documents distributed to the Board of Directors during the meeting will be posted on the website Agenda following the meeting.

**Disability Access:** Requests for disability-related modifications or accommodations to participate in this public meeting should be made 72 hours prior to the meeting by calling (510) 436-0172. All efforts will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.

ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:00 PM</b>
<b>A.</b> Call the Meeting to Order		Rodolfo Ornelas	1 m
<b>B.</b> Record Attendance		Sally Li	1 m
<b>C.</b> Announcements			1 m
<b>D.</b> Approval of the Agenda	Vote	Rodolfo Ornelas	1 m
<b>E.</b> Public Comments on Non-Agenda Items			2 m
Members of the public may comment here on non-agenda items that relate to one or more schools operated by Amethod Public Schools.			
<b>II. Consent</b>			<b>6:06 PM</b>
<b>A.</b> Approval of 07/18/2025 Board Retreat Meeting Minutes	Approve Minutes	Rodolfo Ornelas	1 m
<b>B.</b> Approval of 07/18/2025 Regular Board Meeting Minutes	Approve Minutes	Rodolfo Ornelas	1 m

	Purpose	Presenter	Time
<b>C.</b> Approval of 07/18/2025 Board Retreat Meeting Minutes	Approve Minutes	Rodolfo Ornelas	1 m
<b>D.</b> Approval of June Check Registers	Vote	Kimberly Palmore	1 m
<b>E.</b> Approval of July Check Registers	Vote	Kimberly Palmore	1 m
<b>III. Business I</b>			<b>6:11 PM</b>
<b>A.</b> Review and Consideration of Approval of Board Member Resolution- Peter Hanley	Vote	Rodolfo Ornelas	3 m
<b>IV. Closed Session</b>			<b>6:14 PM</b>
<b>A.</b> CONFERENCE WITH LEGAL COUNSEL— ANTICIPATED LITIGATION  Significant exposure to litigation pursuant to Paragraph (2) or (3) of subdivision (d) of Section 54956.9 (four cases)	Discuss		15 m
<b>B.</b> PUBLIC EMPLOYEE APPOINTMENT (Gov. Code section 54957(b)(1).)  Title: Director of Curriculum and Instruction	Discuss		10 m
<b>V. Business II</b>			<b>6:39 PM</b>
<b>A.</b> Review and Consideration of Approval of Employment Agreement for Director of Curriculum and Instruction  Public comment	Vote	Adrienne Barnes	3 m
<b>B.</b> Finance Report  Public comment	FYI	Kimberly Palmore	5 m
<b>C.</b> Review and Consideration of Approval of Unaudited Actuals- Downtown Charter Academy  Public comment	Vote	Kimberly Palmore	3 m

	Purpose	Presenter	Time
<b>D.</b> Review and Consideration of Approval of Unaudited Actuals- John Henry High School Public comment	Vote	Kimberly Palmore	3 m
<b>E.</b> Review and Consideration of Approval of Unaudited Actuals- Oakland Charter Academy Public comment	Vote	Kimberly Palmore	3 m
<b>F.</b> Review and Consideration of Approval of Unaudited Actuals- Oakland Charter High School Public comment	Vote	Kimberly Palmore	3 m
<b>G.</b> Review and Consideration of Approval of Unaudited Actuals- Richmond Charter Elementary - Benito Juarez Public comment	Vote	Kimberly Palmore	3 m
<b>H.</b> Review and Consideration of Approval of Unaudited Actuals- Richmond Charter Academy Public comment	Vote	Kimberly Palmore	3 m
<b>I.</b> Review and Consideration of Approval of Get Empowered MOU 2025-26 for Downtown Charter Academy Public comment	Vote	Kimberly Palmore	3 m
<b>J.</b> Review and Consideration of Approval of Get Empowered MOU 2025-26 for Oakland Charter Academy Public comment	Vote	Kimberly Palmore	3 m
<b>K.</b> Review and Consideration of Approval of Literacy/Dyslexia Screening Tool Public comment	Vote	Michelle Coleman and Maria Arechiga	3 m
<b>L.</b> Review and Consideration of Approval of 2024-25 Prop 28 Reporting- Oakland Charter High School Public comment	Vote	Kimberly Palmore	3 m



	Purpose	Presenter	Time
<b>M.</b> Review and Consideration of Approval of Updated Stipends/ Salary Bands Public comment	Vote	Adrienne Barnes	3 m
<b>N.</b> Review and Consideration of Approval of 2025-26 Celebration Speech Contract Public comment	Vote	Mary Busby	3 m
<b>O.</b> Review and Consideration of Approval of Employee Benefit Plans Public comment	Vote	Kimberly Palmore	3 m
<b>P.</b> Review and Consideration of Approval of Amplify Curriculum Quotes Public comment	Vote	Michelle Coleman	3 m
<b>Q.</b> Review and Consideration of Approval of Declaration of Need for Fully Qualified Educators (CL-500) for Richmond Charter Academy Public comment	Vote	Sally Li	3 m
<b>R.</b> Review and Consideration of Approval of Declaration of Need for Fully Qualified Educators (CL-500) for Oakland Charter Academy Public comment	Vote	Sally Li	3 m
<b>S.</b> Review and Consideration of Approval of Downtown Charter Academy Material Revision Public comment	Vote	Adrienne Barnes	3 m
<b>T.</b> Review and Consideration of Approval of SB740 Application for Downtown Charter Academy Public comment	Vote	Kimberly Palmore	3 m
<b>U.</b> Review and Consideration of Approval of SB740 Application for John Henry High School Public comment	Vote	Kimberly Palmore	3 m
<b>V.</b> Review and Consideration of Approval of SB740 Application for Oakland Charter Academy	Vote	Kimberly Palmore	3 m

	Purpose	Presenter	Time
Public comment			
<b>W.</b> Review and Consideration of Approval of SB740 Application for Oakland Charter High School	Vote	Kimberly Palmore	3 m
Public comment			
<b>X.</b> Review and Consideration of Approval of SB740 Application for Richmond Charter Elementary-Benito Juarez	Vote	Kimberly Palmore	3 m
Public comment			
<b>Y.</b> Review and Consideration of Approval of SB740 Application for Richmond Charter Academy	Vote	Kimberly Palmore	3 m
Public comment			
<b>Z.</b> CEO Report	FYI	Adrienne Barnes	5 m
<b>AA.</b> AB 1234 Ethics Training (including Brown Act)	FYI		120 m
Public comment			
<b>VI. Closing Items</b>			<b>10:01 PM</b>
<b>A.</b> Adjourn Meeting	FYI	Rodolfo Ornelas	1 m

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# Coversheet

## Approval of 07/18/2025 Board Retreat Meeting Minutes

<b>Section:</b>	II. Consent
<b>Item:</b>	A. Approval of 07/18/2025 Board Retreat Meeting Minutes
<b>Purpose:</b>	Approve Minutes
<b>Submitted by:</b>	
<b>Related Material:</b>	Minutes for AMPS Board Retreat on July 18, 2025

APPROVED



# Amethod Public Schools

## Minutes

### AMPS Board Retreat

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#### Date and Time

Friday July 18, 2025 at 9:00 AM

#### Location

1450 Marina Way South, Richmond CA 94804

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The Board of Directors (Board) and employees of Amethod Public Schools will be holding this meeting in person at **1450 Marina Way South, Richmond, CA 94804**.

Members of the public who wish to attend in person can join us in the Home Office's Board Room at 1450 Marina Way South, Richmond, CA 94804. Or members of the public may meet via the Zoom meeting platform at:

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## ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

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### Directors Present

D. Leung, J. Lerma, L. Martinez, M. DiGiorgio, R. Ornelas

### Directors Absent

P. Hanley

### Guests Present

A. Barnes, M. Arechiga, S. Li

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## I. Opening Items

### A. Call the Meeting to Order

R. Ornelas called a meeting of the board of directors of Amethod Public Schools to order on Friday Jul 18, 2025 at 9:12 AM.

### B. Record Attendance

### C. Announcements

No announcements.

### D. Approval of the Agenda

D. Leung made a motion to Approve the Agenda.

J. Lerma seconded the motion.

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

#### Roll Call

R. Ornelas Aye  
L. Martinez Aye  
D. Leung Aye  
J. Lerma Aye  
M. DiGiorgio Aye  
P. Hanley Absent

#### E. Public Comments on Non-Agenda Items

No public comments.

### II. Business

#### A. Board Retreat

Brian Carpenter opened the board retreat training with introductions and personal reflections, highlighting the importance of education. He then led discussions on charter school governance, financial management, and regulatory compliance. Board members explored the distinct roles of management and governance, emphasizing the need for effective oversight and ethical decision-making in school operations. Brian continued by examining board responsibilities, collective authority, and the importance of maintaining clear boundaries between governance and management to support school performance and stability.

### 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 11:58 AM.

Respectfully Submitted,  
R. Ornelas

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# Coversheet

## Approval of 07/18/2025 Regular Board Meeting Minutes

**Section:** II. Consent  
**Item:** B. Approval of 07/18/2025 Regular Board Meeting Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:**  
Minutes for Regular Meeting of the AMPS Board of Directors on July 18, 2025



APPROVED



# Amethod Public Schools

## Minutes

### Regular Meeting of the AMPS Board of Directors

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#### Date and Time

Friday July 18, 2025 at 12:00 PM

#### Location

1450 Marina Way South, Richmond CA 94804

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#### ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

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##### **Directors Present**

D. Leung, J. Lerma, L. Martinez, M. DiGiorgio, R. Ornelas

##### **Directors Absent**

P. Hanley

##### **Guests Present**

A. Barnes, M. Arechiga, S. Li

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#### **I. Opening Items**

##### **A. Call the Meeting to Order**

R. Ornelas called a meeting of the board of directors of Amethod Public Schools to order on Friday Jul 18, 2025 at 12:04 PM.

##### **B. Record Attendance**

##### **C. Announcements**

No announcements.

##### **D. Approval of the Agenda**

R. Ornelas made a motion to Approve the agenda and remove Business item G.

D. Leung seconded the motion.

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

#### **Roll Call**

R. Ornelas Aye  
P. Hanley Absent  
J. Lerma Aye  
L. Martinez Aye  
M. DiGiorgio Aye  
D. Leung Aye

#### **E. Public Comments on Non-Agenda Items**

No public comments.

### **II. Consent**

#### **A. Approval of 6/30/2025 Special Board Meeting Minutes**

D. Leung made a motion to approve the minutes from Special Meeting of the AMPS Board of Directors on 06-30-25.

J. Lerma seconded the motion.

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

#### **Roll Call**

L. Martinez Aye  
J. Lerma Aye  
P. Hanley Absent  
M. DiGiorgio Aye  
D. Leung Aye  
R. Ornelas Aye

### **III. Business I**

#### **A. Review of Comparable Compensation Data for Charter School CEOs/Executive Directors**

Board Chair Rodolfo introduced a review of comparable compensation data for charter school CEOs and executive directors. This review is part of the IRS-required comparability study ahead of finalizing the CEO agreement. YM&C Legal conducted the study, comparing similar charter networks and public school districts of comparable size and scope. The analysis included organizations such as Making Waves, Leadership Public Schools, Lighthouse Community Public Schools, and others. The findings showed an average total compensation package of approximately \$297,219, with average base salaries around \$254,000, ranging from \$203,909 to \$340,067.

Board member Margie asked whether the compensation study includes data on the number of students served, the number of LEAs (Local Education Agencies) each organization oversees, or the number of school sites within each LEA. She states it would

be helpful determining expectations for the CEO that will work under four different authorizers and six different school sites.

Board chair Rodolfo noted that they can ask YM&C to clarify why certain organizations were included in the compensation study. He specifically requested the inclusion of comparable charter networks in Oakland, since the initial list lacked Oakland-based examples. As a result, Lighthouse Community Public Schools and Leadership Public Schools were added. He also mentioned that both Caliber and LPS appear to operate at least two sites.

#### IV. Closed Session

##### A. CONFERENCE WITH LEGAL COUNSEL— ANTICIPATED LITIGATION

The board returns from closed session at 12:57pm and there were no reportable actions.

##### B. Public Employment (Gov. Code § 54957)

#### V. Business II

##### A. Discussion: Vice Chair Nomination

Board Chair Rodolfo nominates Board member Margie for Vice Chair.

##### B. Election of Vice Chair

R. Ornelas made a motion to elect Margie DiGiorgio for Vice Chair.

D. Leung seconded the motion.

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

##### Roll Call

R. Ornelas	Aye
M. DiGiorgio	Aye
D. Leung	Aye
J. Lerma	Aye
L. Martinez	Aye
P. Hanley	Absent

##### C. Oral Report of Executive Compensation Paid to the Chief Executive Officer

Board chair Rodolfo delivered the required oral report on executive compensation before the board voted on the CEO employment agreement. He outlined the key terms: a one-year contract from July 1, 2025, to June 30, 2026; an annual salary of \$270,000; a one-time signing bonus of \$7,500; participation in health and retirement benefits (subject to eligibility); 160 hours of vacation annually (corrected from an earlier mention of 80); 12 days of sick leave; and a \$50,000 life insurance policy. He noted that the compensation aligns with the previously reviewed comparability study.

##### D.

### **Review and Consideration of Approval of Employment Agreement for Chief Executive Officer**

Board Chair Rodolfo shares the CEO employment agreement which was prepared by Shameka, the HR consultant, in collaboration with YM&C Legal. He noted that it is a standard agreement, modeled after those used for previous AMPS CEOs.

Board member Jorge discussed amendments to the agreement, including updating language related to confidential information to reflect modern technology and ensuring that outside professional activities do not conflict with the CEO's duties.

The board also considered adding language to specify that board approval, rather than just the board chair's approval, is required for certain activities.

Vice chair Margie asked whether the organization has an existing system or tools for evaluating the CEO, or if a new evaluation process will need to be developed.

Board chair Rodolfo explained that his intent in including evaluation language in the CEO agreement was to collaboratively develop an evaluation process with the organization and the CEO, tailored to current goals and realities. He suggested forming a committee to help shape the evaluation framework and emphasized the importance of regular monitoring and support. He also proposed that going forward, all CEO contracts should include similar evaluation provisions.

R. Ornelas made a motion to approve Employment Agreement for Chief Executive Officer with admendments.

L. Martinez seconded the motion.

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

#### **Roll Call**

D. Leung	Aye
P. Hanley	Absent
R. Ornelas	Aye
J. Lerma	Aye
M. DiGiorgio	Aye
L. Martinez	Aye

### **E. Review and Consideration of Approval of 2025-26 Employment Agreements**

Adrienne, CEO presented the 2025-26 employment agreements, noting that all but one are for continuing employees with a 2% cost-of-living adjustment (COLA). The one new agreement is for the Senior Director of Operations. The employees listed include David Brown, Data Manager; Lena Walker, Payroll and Benefits Manager; Stacy Drakeford, Principal; Maria Arechiga, Chief of Staff; Kimberly Palmore, Senior Director of Finance; Dezaree Doroliat; Associate Director of Student Services; Mary Busby, Senior Director of Student Services and Special Education; Janice Galindo, Dean of Instruction; Omar Padilla, Dean of Students; Philip Ellingberg, Principal; Jasmine Landers, Principal;

LaSonya Walker, Principal; Jillianne Whitfield, Principal; Dennis Clark, Director of Technology; Jeffrey McGunagle, Dean of Instruction; Shandrea Wing, Dean of Instruction; Sarah Carloni, Dean of Instruction; and Marisol Magana, Senior Director of Operations (new hire).

Board member Davis asked CEO Adrienne to confirm that the recommendation is to approve all the presented contracts. He also inquired whether all contracts maintain the exact terms of the original agreements, aside from a 2% salary increase and minor legal language updates for 2025- 26. Adrienne confirmed that the contracts are consistent with the originals except for the 2% increase and the new employee's contract.

One public comment: Anonymous Attendee- Can you please attach documents for Item D and item E so the public can view?

Board chair Rodolfo says they will be attached pursuant to the law after the meeting. M. DiGiorgio made a motion to Approve 2025-26 Employment Agreements pending language updates.

J. Lerma seconded the motion.

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

**Roll Call**

J. Lerma	Aye
D. Leung	Aye
M. DiGiorgio	Aye
R. Ornelas	Aye
L. Martinez	Aye
P. Hanley	Absent

**F. Review and Consideration of Approval of 2025-26 Aya Healthcare Contract**

Adrienne, CEO presents 2025-26 Aya Healthcare Contract and says there is no significant cost increase.

D. Leung made a motion to Approve 2025-26 Aya Healthcare Contract.

M. DiGiorgio seconded the motion.

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

**Roll Call**

J. Lerma	Aye
D. Leung	Aye
L. Martinez	Aye
P. Hanley	Absent
M. DiGiorgio	Aye
R. Ornelas	Aye

**G. Review and Consideration of Approval of 2025-26 Celebration Speech Contract**

Item was pulled by the board and will be moved to the next board meeting.

#### H. Review and Consideration of Approval of 2025-26 Ed Sped Solutions Contract

Adrienne, CEO presents the renewal of 2025-26 Ed Sped Solutions Contract noting there are no changes to the cost.

R. Ornelas made a motion to Approve 2025-26 Ed Sped Solutions Contract.

L. Martinez seconded the motion.

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

##### Roll Call

R. Ornelas    Aye  
L. Martinez   Aye  
D. Leung      Aye  
P. Hanley     Absent  
J. Lerma      Aye  
M. DiGiorgio Aye

#### I. Review and Consideration of Approval of Rojas Janitorial Contract 2025-2026

Adrienne, CEO reported that the organization would like to renew its janitorial services contract with Rojas Janitorial under updated terms. She noted that once internal staffing stabilizes, they may go out to bid again in the future. The contract includes a 60-day notice period for termination “for cause,” followed by 30 days. The contract includes: Removal of a fixed monthly amount for Oakland Charter High School, shifting to an hourly rate due to reduced needs. If the school is approved, the contract will likely be renegotiated. Monthly reductions for several sites: Downtown Charter Academy (\$7,000 to \$6,400), Home Office and Richmond Charter Academy (\$9,000 to \$8,000), John Henry High School (\$6,700 to \$6,400), and Benito Juarez Elementary (\$9,000 to \$8,000) and the total monthly amount is approximately \$32,039, with retention consistent with last year.

D. Leung made a motion to Approve Rojas Janitorial Contract 2025-2026.

R. Ornelas seconded the motion.

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

##### Roll Call

M. DiGiorgio Aye  
J. Lerma      Aye  
L. Martinez   Aye  
R. Ornelas    Aye  
P. Hanley     Absent  
D. Leung      Aye

#### J. CEO Report

Adrienne shared insights from a recent educational trip to Finland with 35 educators, where they studied the Finnish and Swedish education systems. Key observations included Finland’s emphasis on hands-on learning, rule-based discipline, a 37.5-hour workweek for principals, and a focus on holistic learning and equity. Both Finland and

Sweden prioritize free education through college, teacher autonomy, shorter instructional periods, longer breaks, and skills-based learning. Sweden uses a voucher system, while Finland's neighborhood schools avoid rankings and early testing. Teachers in both countries typically hold master's degrees and enjoy flexibility between academic and trade pathways.

Additionally, Adrienne noted an upcoming leadership retreat scheduled for July 23-25. Teachers return to work on August 1, the AMPS Summit will be from August 5-7, first day of school on August 12, ACCS hearing on August 12, and a State Board of Education hearing on September 10-11.

## VI. 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 1:37 PM.

Respectfully Submitted,  
R. Ornelas

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# Coversheet

## Approval of 07/18/2025 Board Retreat Meeting Minutes

<b>Section:</b>	II. Consent
<b>Item:</b>	C. Approval of 07/18/2025 Board Retreat Meeting Minutes
<b>Purpose:</b>	Approve Minutes
<b>Submitted by:</b>	
<b>Related Material:</b>	Minutes for AMPS Board Retreat on July 18, 2025

APPROVED



# Amethod Public Schools

## Minutes

### AMPS Board Retreat

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#### Date and Time

Friday July 18, 2025 at 1:00 PM

#### Location

1450 Marina Way South, Richmond CA 94804

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The Board of Directors (Board) and employees of Amethod Public Schools will be holding this meeting in person at **1450 Marina Way South, Richmond, CA 94804**.

Members of the public who wish to attend in person can join us in the Home Office's Board Room at 1450 Marina Way South, Richmond, CA 94804. Or members of the public may meet via the Zoom meeting platform at:

<https://us02web.zoom.us/j/83187954557>

We also offer two-way teleconference locations for the public to attend in our Oakland school sites:

Downtown Charter Academy- 2000 Dennison St, Oakland, CA 94606

Oakland Charter Academy- 4215 Foothill Blvd, Oakland, CA 94601

**Participating by Telephone:** 669-900-9128 Meeting ID: 831 8795 4557

**Public Comment:** Members of the public attending in person who wish to comment on an agenda item please fill out a speaker card and submit it to a staff member. Members of the public who are joining via teleconference, please use raise hand tool in the reactions tab located at the bottom of the zoom screen or press star (\*) nine if joining by telephone. 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.

**Access to Board Materials:** A copy of the written materials which have been submitted to the School Board with the agenda relating to open session items may be reviewed by any interested persons on the Amethod Public School's website at [www.amethodschools.org](http://www.amethodschools.org) following the posting of the agenda. Amethod reserves the right to show or distribute additional information and/or documents to the School Board at the meeting, and will make copies of such documents relating to open session items available to the public upon request.

**Disability Access:** Requests for disability-related modifications or accommodations to participate in this public meeting should be made 72 hours prior to the meeting by calling (510) 436-0172. All efforts will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.

## ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

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### Directors Present

D. Leung, J. Lerma, L. Martinez, M. DiGiorgio, R. Ornelas

### Directors Absent

P. Hanley

### Guests Present

A. Barnes, M. Arechiga, S. Li

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## I. Opening Items

### A. Call the Meeting to Order

R. Ornelas called a meeting of the board of directors of Amethod Public Schools to order on Friday Jul 18, 2025 at 1:47 PM.

### B. Record Attendance

### C. Announcements

No announcements.

### D. Approval of the Agenda

R. Ornelas made a motion to approve the Agenda.

D. Leung seconded the motion.

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

#### Roll Call

D. Leung Aye  
M. DiGiorgio Aye  
J. Lerma Aye  
R. Ornelas Aye  
P. Hanley Absent  
L. Martinez Aye

#### E. Public Comments on Non-Agenda Items

No public comments.

### II. Business

#### A. Board Retreat

The board retreat training resumed with topics on establishing clear governance structures and defining operational boundaries between management and the board. Discussions centered on preventing conflicts of interest and maintaining appropriate oversight responsibilities. The board reviewed key management practices and procedures, emphasizing the importance of systematic oversight, proper documentation, and compliance with financial reporting requirements. The session concluded with a detailed discussion on financial oversight and the need to update bylaw language to more clearly define board member roles.

### 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 3:29 PM.

Respectfully Submitted,  
R. Ornelas

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**THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE.** Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice. **REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY.** The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed. **REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY.** Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting the Amethod Public School Inc., 1450 Marina Way South Second Floor. Richmond, CA 94804; telephone, (510) 436-0172 [sallyli@amethodschools.org](mailto:sallyli@amethodschools.org). **FOR MORE**

***INFORMATION.*** For more information concerning this agenda, please contact Amethod Public Schools Main Administration, 1450 Marina Way South Second Floor. Richmond, CA 94804; telephone, (510) 436-0172; Email: [sallyli@amethodschools.org](mailto:sallyli@amethodschools.org)

# Coversheet

## Approval of June Check Registers

<b>Section:</b>	II. Consent
<b>Item:</b>	D. Approval of June Check Registers
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	AMPS Check Register June 2025.pdf

**Company name:** Amethod Public Schools  
**Report name:** AMPS Check Register June 2025  
**Created on:** 8/25/2025

Bank	Date	Vendor	Document no.	Amount
	6/23/2025	FIGU000--Anthony Figueroa	11384	1,000.00
	6/23/2025	ATTX481--AT&T MOBILITY	11386	2,322.02
	6/23/2025	ATTX8481--AT&T Mobility	11385	1,473.89
	6/18/2025	BAYP000--Bay Pro	11382	1,463.50
	6/23/2025	BRAD000--Brady Industries	11387	644.54
	6/18/2025	BRAD000--Brady Industries	11383	3,482.20
	6/11/2025	BRAD000--Brady Industries	11347	7,077.75
	6/4/2025	BULK000--Bulk Bookstore	11332	2,942.35
	6/27/2025	CALI001--California Department of Education	11401	7.00
	6/27/2025	CALI004--Californians Dedicated to Education Foundation	11402	700.00
	6/23/2025	CERT000--Certified Languages International, LLC	11388	113.85
	6/13/2025	CERT000--Certified Languages International, LLC	11370	616.25
	6/27/2025	BANK000--Charlani Banks	11403	51.80
	6/27/2025	CHAR002--Charter Impact	11404	37,104.97
	6/23/2025	CADE000--Cherille Cade	11389	313.42
	6/27/2025	CHRI001--Christy White, Inc	11405	2,000.00
	6/27/2025	CME 000--CME Security Services	11406	630.00
	6/27/2025	CORO000--Corodata Shredding, Inc	11407	150.81
	6/27/2025	CRIM000--Crime Watch Security Systems, Inc.	11408	510.00
	6/11/2025	SWIN001--David Swingler	11348	302.31
	6/11/2025	DELT000--Delta Charter Service	11349	3,332.00
	6/4/2025	DOCU000--Document Tracking Services	11333	2,915.00
	6/27/2025	EBMU958--EBMUD PAYMENT CENTER	11411	720.16
	6/27/2025	EBMU732--EBMUD PAYMENT CENTER	11410	563.08
	6/27/2025	EBMU621--EBMUD PAYMENT CENTER	11409	552.95
	<b>6/27/2025</b>	<b>EDSP000--Ed Sped Solutions, Inc (SUB VENDOR)</b>	<b>11412</b>	<b>82,710.00</b>
	6/25/2025	EDSP000--Ed Sped Solutions, Inc	11398	3,619.80
	6/11/2025	EDSP000--Ed Sped Solutions, Inc	11350	26,150.20
	6/6/2025	EMEE000--Eme Enterprise Inc. DBA H2O Water	11343	108.87
	6/13/2025	ENTO000--Entourage Yearbooks	11371	3,045.56
	6/11/2025	DRAR000--Ermias Drar	11351	286.42

6/27/2025	EVER723--EVERON FKA ADT COMMERCIAL	11413	386.43
6/23/2025	EVER046--EVERON FKA ADT COMMERCIAL	11392	1,285.44
6/23/2025	EVER723--EVERON FKA ADT COMMERCIAL	11391	369.12
6/23/2025	EVER000--EVERON FKA ADT COMMERCIAL	11390	299.94
6/11/2025	EVER000--EVERON FKA ADT COMMERCIAL	11352	41.32
6/23/2025	FLYN000--Flynn Plumbing, Inc	11393	2,346.00
6/11/2025	FLYN000--Flynn Plumbing, Inc	11353	321.00
6/13/2025	GRAD001--Graduation Ink	11372	2,546.28
6/23/2025	GRAD000--Graduation Source	11394	1,925.95
6/6/2025	THOM002--Hae-Sin Thomas	11344	13,000.00
6/11/2025	BAIL000--Henrietta Michelle Bailey	11354	331.74
6/4/2025	HIGH000--Higher Level Leadership LLC	11342	1,200.00
6/27/2025	INDU000--Industry Specific Solutions	11414	12,612.50
6/23/2025	INDU000--Industry Specific Solutions	11395	5,780.00
6/13/2025	INDU000--Industry Specific Solutions	11373	8,110.47
6/11/2025	INDU000--Industry Specific Solutions	11355	24,475.00
6/4/2025	INFO000--InfoArmor, Inc	11334	195.10
6/11/2025	HERN001--Javier Hernandez	11356	1,500.00
6/23/2025	K12H000--K12 Health	11396	7,441.50
6/27/2025	CROS000--Kelly Le Crosby	11415	249.74
6/4/2025	KING000--King III of America, LLC	11335	39.17
6/27/2025	LANG000--Language Line Services, Inc	11416	901.71
6/4/2025	MARQ000--Marquee Fire Protection	11336	885.00
6/13/2025	MEAS000--Measure Education Inc	11374	9,803.88
6/27/2025	POWE002--Michele Powell	11417	24.10
6/3/2025	POWE002--Michele Powell	11331	39.48
6/27/2025	MVPS000--MVP Sports	11418	1,547.23
6/25/2025	MVPS000--MVP Sports	11399	877.31
6/30/2025	NICK000--Nick's General Construction Corporation	11438	3,700.00
6/30/2025	NICK000--Nick's General Construction Corporation	11437	5,000.00
6/30/2025	NICK000--Nick's General Construction Corporation	11436	1,000.00
6/27/2025	OAKL004--Oakland Zoo	11419	2,664.00
6/27/2025	OMEG000--Omega Pest Control, Inc.	11420	450.00
6/11/2025	OMEG000--Omega Pest Control, Inc.	11357	150.00
6/27/2025	ORKI000--Orkin	11421	166.00
6/11/2025	HANL000--Peter Hanley	11358	138.50



6/13/2025	PROC000--Procopio	11375	
6/27/2025	RSOV000--R & S Overhead Garage Door Inc	11422	315.65
6/27/2025	REED000--Reed Brothers Security	11423	2,750.00
6/11/2025	REED000--Reed Brothers Security	11359	420.00
<b>6/27/2025</b>	<b>REVO000--Revolution Foods, PBC (FOOD SERVICE)</b>	<b>11424</b>	<b>101,522.45</b>
6/27/2025	RIVI000--Riviera Finance	11425	45,000.00
6/11/2025	RIVI000--Riviera Finance	11361	35,520.00
6/11/2025	RIVI000--Riviera Finance	11360	17,280.00
6/25/2025	BAUT000--Rojas Building Solution and Janitorial Services	11400	43,220.00
6/6/2025	CERV000--Rosa Cervantes	11345	94.00
6/4/2025	NUNE000--Ruben Nunez	11337	2,000.00
6/27/2025	SAFE001--SafeTight Security	11426	2,800.32
6/27/2025	LIXX000--Sally Li	11427	182.70
6/27/2025	COHE000--Sarah R Cohen	11428	8,881.25
6/13/2025	SCHO003--School Food Solutions L3C	11376	3,081.25
6/27/2025	SCOO000--Scoot Education	11429	46,452.60
6/13/2025	SCOO000--Scoot Education	11377	1,512.00
<b>6/11/2025</b>	<b>SCOO000--Scoot Education (SUB VENDOR)</b>	<b>11362</b>	<b>112,449.06</b>
6/4/2025	SCOO000--Scoot Education	11338	7,517.00
6/11/2025	JOHA000--Sean Johannessen	11363	209.37
6/27/2025	SONI000--Sonitrol	11430	218.00
6/27/2025	SPEC000--SpectrumVoIP	11431	176.64
6/6/2025	STAN000--Standard Insurance Company	11346	21,159.91
6/27/2025	STAP000--Staples	11432	29.31
6/13/2025	STAP000--Staples	11378	871.91
6/11/2025	STAP000--Staples	11364	1,953.11
6/27/2025	STAR000--Star Elevator, Inc.	11433	194.98
6/11/2025	STAR000--Star Elevator, Inc.	11365	1,060.00
6/13/2025	SWIN000--Swing Education	11379	6,594.00
6/11/2025	SWIN000--Swing Education	11366	6,720.00
6/4/2025	SWIN000--Swing Education	11339	4,480.00
6/11/2025	THEB000--The Berkeley Chess School	11367	420.00
6/27/2025	EDUC002--The Education Team	11434	1,362.44
6/23/2025	EDUC002--The Education Team	11397	3,083.21
6/13/2025	EDUC002--The Education Team	11380	2,142.57
6/11/2025	EDUC002--The Education Team	11368	6,760.86

6/4/2025	EDUC002--The Education Team	11340	9,334.57
6/4/2025	UNIT000--United Coach Tours	11341	2,784.00
6/13/2025	UPNE000--UpNex Sports Academy	11381	855.00
6/11/2025	WADF000--Wadford Martial Arts	11369	2,250.00
6/27/2025	WORL000--World's Finest Chocolate, Inc.	11435	1,920.00

# Coversheet

## Approval of July Check Registers

<b>Section:</b>	II. Consent
<b>Item:</b>	E. Approval of July Check Registers
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	AMPS Check Register July 2025.pdf

**Company name:** Amethod Public Schools  
**Report name:** AMPS Check Register July 2025  
**Created on:** 8/25/2025

Bank	Date	Vendor	Document no.	Amount
	7/2/2025	CSDC000--2025 CSDC Conference Registration	11439	2,316.00
	7/16/2025	4IMP000--4imprint, Inc	11482	687.48
	7/30/2025	VELI000--Alan Veliz	11524	10.50
	7/11/2025	AMAZ000--AMAZON CAPITAL SERVICES, INC.	11468	4,822.31
	7/9/2025	AMAZ000--AMAZON CAPITAL SERVICES, INC.	11465	18,532.82
	7/25/2025	ATTX478--AT&T	11507	752.85
	7/2/2025	ATTX478--AT&T	11440	752.85
	7/11/2025	AYAH000--Aya Healthcare, Inc	11469	38,745.00
	7/2/2025	AYAH000--Aya Healthcare, Inc	11441	46,960.00
	7/25/2025	BAYA000--Bay Alarm	11508	867.81
	7/25/2025	BRAD000--Brady Industries	11509	1,906.18
	7/11/2025	BRAD000--Brady Industries	11470	1,862.62
	7/2/2025	CENT002--Central Coating Company	11442	130.00
	7/16/2025	CERT000--Certified Languages International, LLC	11483	62.35
	7/23/2025	CHAR002--Charter Impact	11499	256.64
	7/18/2025	CHAR000--Charter Schools Development Center	11497	11,300.00
	7/30/2025	CHAR001--Charterup LLC	11525	3,020.63
	7/25/2025	CHAR001--Charterup LLC	11510	2,861.65
	7/11/2025	CHAR001--Charterup LLC	11471	142.47
	7/11/2025	CADE000--Cherille Cade	11472	108.96
	7/25/2025	CHRI001--Christy White, Inc	11511	10,013.62
	7/2/2025	CITY001--City of Oakland	11443	500.00
	7/23/2025	CORO000--Corodata Shredding, Inc	11500	53.57
	7/2/2025	DAVE000--Dave & Buster's, Inc.	11444	1,835.25
	7/25/2025	DEPT000--Department of Industrial Relations	11512	225.00
	7/30/2025	DMVR000--DMV Renewal	11526	1,664.00
	7/30/2025	EBMU226--EBMUD PAYMENT CENTER	11527	39.12
	7/25/2025	EBMU827--EBMUD PAYMENT CENTER	11514	728.61
	7/25/2025	EBMU961--EBMUD PAYMENT CENTER	11513	903.45
	7/16/2025	EBMU941--EBMUD PAYMENT CENTER	11487	600.81
	7/16/2025	EBMU046--EBMUD PAYMENT CENTER	11486	368.42
	7/16/2025	EBMU861--EBMUD PAYMENT CENTER	11485	258.60
	7/16/2025	EBMU023--EBMUD PAYMENT CENTER	11484	504.39
	7/2/2025	EBMU974--EBMUD PAYMENT CENTER	11446	1,852.20

7/2/2025	EBMU226--EBMUD PAYMENT CENTER	11445	1,142.26
7/23/2025	EDSP000--Ed Sped Solutions, Inc	11501	2,830.00
7/16/2025	EDSP000--Ed Sped Solutions, Inc	11488	1,600.00
7/11/2025	EDSP000--Ed Sped Solutions, Inc	11473	10,550.00
7/25/2025	EDUC001--Educational Networks, Inc.	11515	1,987.50
7/9/2025	DARW000--Elise Darwish	11466	1,800.00
7/25/2025	EMEE000--Eme Enterprise Inc. DBA H2O Water	11516	66.94
7/2/2025	ENTO000--Entourage Yearbooks	11447	5,448.78
7/30/2025	EVER723--EVERON FKA ADT COMMERCIAL	11528	386.43
7/25/2025	EVER645--EVERON FKA ADT COMMERCIAL	11517	202.54
7/2/2025	EVER645--EVERON FKA ADT COMMERCIAL	11448	202.54
7/2/2025	FACI000--Facilitron	11449	1,038.98
7/23/2025	GET 000--Get Empowered	11502	8,750.00
7/30/2025	HENR000--Henry C. Levy, Tax Collector, Alameda County	11529	3,579.64
7/23/2025	INDU000--Industry Specific Solutions	11503	13,583.38
7/16/2025	INDU000--Industry Specific Solutions	11489	3,925.48
7/11/2025	INDU000--Industry Specific Solutions	11474	13,242.35
7/23/2025	INFO000--InfoArmor, Inc	11504	195.10
7/16/2025	MCGU000--Jeffrey McGunagle	11490	124.91
7/16/2025	MONT000--Joyce Montgomery	11491	3,950.00
7/2/2025	MONT000--Joyce Montgomery	11450	6,000.00
7/2/2025	KIKI000--Kiki's Jumpers & Decorations	11451	2,195.00
7/2/2025	KING000--King III of America, LLC	11452	39.17
7/16/2025	KIWA000--Kiwanis Youth Programs	11492	16.00
7/30/2025	LEAR001--LEARN2CODE.LIVE	11530	5,830.00
7/30/2025	LEAR000--Learning Enrichment Afterschool Program	11531	845.24
7/30/2025	LEGA000--Legacy Mechanical & Energy Services, Inc.	11532	21,374.64
7/25/2025	MACH000--Mach Consultant LLC	11518	4,180.00
7/16/2025	MACH000--Mach Consultant LLC	11493	9,215.00
7/2/2025	MARQ000--Marquee Fire Protection	11453	1,520.00
7/16/2025	MEAS000--Measure Education Inc	11494	9,803.88
7/2/2025	MVPS000--MVP Sports	11454	950.01
7/11/2025	NAVI000--Navitas Credit Corp	11475	3,104.04
7/2/2025	OAKL002--Oakland Unified School District	11455	37,604.71
7/11/2025	OMEG000--Omega Pest Control, Inc.	11476	150.00
7/11/2025	ORKI000--Orkin	11477	166.00
7/2/2025	PACI001--Pacific Coast Trane Controls	11456	548.00
7/16/2025	HANL000--Peter Hanley	11495	302.76
7/2/2025	PORT001--Port53 Technologies Inc	11457	9,648.00

7/9/2025	PROC000--Procopio	11467	
7/2/2025	PROC000--Procopio	11458	
7/30/2025	PURE000--Pure Electric, LLC	11533	7,472.15
7/18/2025	PURE000--Pure Electric, LLC	11498	23,021.50
7/11/2025	REDW000--Redwood Health Services, Inc	11478	6,354.50
7/2/2025	REED000--Reed Brothers Security	11459	673.77
7/16/2025	REVO000--Revolution Foods, PBC	11496	29,170.80
<b>7/25/2025</b>	<b>RIVI000--Riviera Finance (SPED SERVICE VENDOR)</b>	<b>11519</b>	<b>51,840.00</b>
7/23/2025	ROBE000--Robert Half	11505	1,841.76
7/11/2025	BAUT000--Rojas Building Solution and Janitorial Services	11479	40,700.00
7/25/2025	SAFE001--SafeTight Security	11520	2,800.32
7/2/2025	SAFE001--SafeTight Security	11460	943.88
7/30/2025	SCHO003--School Food Solutions L3C	11534	1,369.80
7/30/2025	SCHO001--Schoolmint,Inc	11535	4,000.00
7/30/2025	SCOO000--Scoot Education	11536	2,466.65
7/11/2025	SCOO000--Scoot Education	11480	1,510.00
<b>7/2/2025</b>	<b>SCOO000--Scoot Education (SUB VENDOR)</b>	<b>11461</b>	<b>61,650.41</b>
7/25/2025	SONI000--Sonitrol	11521	674.76
7/25/2025	SPEC000--SpectrumVoIP	11522	176.68
7/30/2025	STAP000--Staples	11537	3,209.98
7/2/2025	STAP000--Staples	11462	95.63
7/25/2025	STAR000--Star Elevator, Inc.	11523	194.98
7/2/2025	SWIN000--Swing Education	11463	27,419.00
7/30/2025	EDUC002--The Education Team	11538	2,170.60
7/2/2025	EDUC002--The Education Team	11464	3,932.89
7/23/2025	UNIT000--United Coach Tours	11506	300.00
7/11/2025	UNIT000--United Coach Tours	11481	10,600.00

# Coversheet

## Review and Consideration of Approval of Board Member Resolution- Peter Hanley

<b>Section:</b>	III. Business I
<b>Item:</b>	A. Review and Consideration of Approval of Board Member Resolution-
Peter Hanley	
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Board Resolution re Reinstatement of Board Member Hanley.docx.pdf



**Resolution of the Board of Directors of Amethod Public Schools  
Reinstatement of Board Member Peter Hanley**

WHEREAS, Amethod Public Schools (“AMPS”), a California nonprofit public benefit corporation, is governed by a volunteer Board of Directors in accordance with California law and the Bylaws of the corporation; and

WHEREAS, Section 9 of AMPS’s Bylaws provides that any Director who does not attend three (3) successive Board meetings shall automatically be removed from the Board without further Board action, unless the Director’s absence is due to an illness or disability and the Board adopts a resolution waiving the automatic removal procedure; and

WHEREAS, Section 9 of the Bylaws further states that a Director removed pursuant to this provision may be reinstated as a Director by resolution of the Board, provided that the Director’s seat on the Board remains vacant; and

WHEREAS, on July 18, 2025, the Board of Directors convened three successive Board meetings (Board Retreat Part I, a Regular Meeting, and Board Retreat Part II) on the same day, which counted as three successive Board meetings for purposes of Section 9 of the Bylaws; and

WHEREAS, Board Member Peter Hanley was unable to attend the July 18, 2025 meetings due to illness. As a result, he missed three successive Board meetings in one day, thereby triggering the automatic removal provision of Section 9 of the Bylaws absent a resolution waiving the same; and

WHEREAS, Mr. Hanley’s seat on the Board of Directors has remained vacant since his removal, thus allowing the Board to consider his reinstatement pursuant to Section 9 of the Bylaws in light of the excusable nature of his absence;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Amethod Public Schools that:

- 1. Reinstatement of Board Member Peter Hanley:** The Board hereby reinstates Peter Hanley as a member of the AMPS Board of Directors, effective immediately. This action is taken pursuant to Section 9 of the Bylaws, which permits the Board to restore a removed Director by resolution provided that Director’s seat remains vacant. In making this reinstatement, the Board acknowledges that Mr. Hanley’s removal was an automatic consequence of his illness-related absence on July 18, 2025, and not the result of any failure in his duties. The Board finds that under these circumstances, the Board agrees to return Mr. Hanley to active service on the Board.

PASSED AND ADOPTED by the Board of Directors of Amethod Public Schools on August 28, 2025, by the following vote:

**Amethod Public Schools**





- AYES: \_\_\_\_\_
- NOES: \_\_\_\_\_
- ABSTAIN: \_\_\_\_\_
- ABSENT: \_\_\_\_\_

**Amethod Public Schools**

1450 Marina Way S., Richmond, CA 94804 • Office 510.436.0172 • Fax 510.436.0173 • [amethodschools.org](http://amethodschools.org)

## Coversheet

### Review and Consideration of Approval of Employment Agreement for Director of Curriculum and Instruction

**Section:** V. Business II  
**Item:** A. Review and Consideration of Approval of Employment Agreement for  
Director of Curriculum and Instruction  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Michelle Coleman Amethod - Exempt At-Will Employment Agreement - July 2025.docx.pdf

## **AT-WILL EMPLOYMENT AGREEMENT**

### **Between**

**AMETHOD PUBLIC SCHOOLS & [ MICHELLE COLEMAN ]**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

#### **A. RECITALS**

1. AMPS desires to engage the services of Employee as a full-time
2. [ Director of Curriculum & Instruction ] for the 2025-2026 school year.
3. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

#### **B. EMPLOYMENT TERMS AND CONDITIONS**

##### **1. Duties**

The Employee shall work in the position of [Director of Curriculum and Instruction] at Amethod Public School. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

##### **2. Work Schedule**

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$[ 142,800.16 ] for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

**E. ACCEPTANCE OF EMPLOYMENT**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AMPS Approval:**

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

\_\_\_\_\_  
Adrienne Barnes, Chief Executive Officer

***Subject to Board Approval***



## **Job Description**

## **Work Calendar**

**MEMORANDUM REGARDING MUTUAL ARBITRATION AGREEMENT**

Amethod Public Schools (the “School” or “Employer”) welcomes and strongly encourages you to communicate any concerns or issues regarding your employment. If you and the School are unable to resolve any dispute, you or the School may request that your dispute be heard in an outside process called arbitration. Arbitration agreements are a common practice between employees and employers to help resolve employee relationship issues that cannot be resolved internally. The School believes that arbitration is an efficient and fair way to impartially resolve employment relationship issues. Additionally, the School believes that the arbitration process can typically facilitate the resolution of disputes more expeditiously than court. To that end, the School is asking you to sign the enclosed Mutual Agreement to Arbitrate Disputes (“Arbitration Agreement”) that outlines the terms and conditions of this process.

Question	Answer
What is arbitration?	Arbitration is a private and confidential forum where parties can resolve disputes over legal claims. A neutral party called an arbitrator presides over the arbitration. There is no jury. This is different from court where the forum is public, a judge presides over the proceeding, and a jury determines a verdict. Arbitration is private, binding and final.
What is an arbitrator?	An arbitrator is normally a retired judge or practicing attorney who has many years of experience in resolving issues between companies and their employees. The arbitrator will be selected and agreed upon by both you and the School in accordance with arbitration rules/procedures. The decision made by the arbitrator will be final and binding on both you and the School.
Will arbitration cost me anything?	In accordance with applicable law and arbitration rules/procedures, other than the administrative fee (if any) that may be charged, the School is solely responsible for the expense of the arbitration. Just like in court, you will be responsible for your own legal fees and certain costs. However, if anyone prevails on a claim that allows the prevailing party to recover attorneys’ fees and costs, the arbitrator may award reasonable fees and costs to the prevailing party.
What types of claims are permitted in the arbitration process?	By agreeing to arbitration, you can pursue all individual claims under applicable laws that you could pursue in court. However, you will be barred from participating in or pursuing any collective, class or representative actions related to your employment with the School. If you are a California employee, you are <u>not</u> barred from pursuing individual or representative claims, causes of action, or actions on behalf of the state of California under the Private Attorneys General Act of 2004 (“PAGA”) in court.
What if I don’t sign the agreement?	Your continued employment with the School constitutes acceptance of the terms of the Arbitration Agreement. That means your employment will be governed by the Arbitration Agreement if you remain employed after receiving the Arbitration Agreement, regardless of whether you sign the Arbitration Agreement.
What if I have more questions?	After you have reviewed the Arbitration Agreement carefully, you may contact hrsupport@emailaddress.com with any questions you may have. The School is more than willing to answer any questions or provide information to you. You may request additional time to review this document or consult with an attorney of your choice.

**By signing below, I acknowledge that I received, read, and understand the above memorandum regarding the arbitration process and agreement. I also acknowledge I have been given the opportunity to ask questions.**

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

\_\_\_\_\_  
Employee Signature

## MUTUAL AGREEMENT TO ARBITRATE DISPUTES

This Mutual Agreement to Arbitrate Disputes ("Agreement") is made and entered into as of the Effective Date by and between Amethod Public Schools, on behalf of itself and its parent, subsidiaries and/or affiliated entities and their predecessors (hereinafter "Employer" or "School"), and you, an individual (the "Employee") (Employer and the Employee are collectively referred to herein as the "Parties").

1. **Effective Date.** This Agreement is retroactively effective to the date that Employee's employment with Employer initially began. This Agreement to arbitrate shall survive the termination of Employee's employment.
  
2. **Parties' Objective.** It is the objective of both the Employee and Employer that this Agreement will govern the resolution of any and all disputes, claims, complaints, allegations and any other matters in question arising out of or relating to any aspect of the Parties' employment relationship including pre-hire (including, without limitation, any disputes that may arise out of an discussions in relation to or the drafting, delivering or execution of any offer letter or employment agreement between Employee and Employer) through post-termination and any intermittent periods of employment ("Employment Relationship"). The Parties shall resolve all disputes arising out of or relating to the Employment Relationship in accordance with the provisions of this Agreement.
  
3. **Agreement to Arbitrate.** Employer and Employee mutually agree that, except as otherwise provided in this Agreement, any claim, cause of action, complaint or dispute that cannot be resolved informally between the Parties that relates in any way to any aspect of the Parties' Employment Relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, including any claims filed against officers, directors, supervisors, employees, other agents of Employer, or professional corporations Employer does business with, joint ventures, alleged joint employers, staffing agencies, pension or benefit plans, administrators, vendors, contractors, and their respective past, present, or future officers, directors, supervisors, employees, stockholders, representatives, managers, members, partners, partnerships, agents, clients, customers, suppliers, vendors, business advisors, financial advisors, attorneys, and accountants, insurers, and indemnitees (hereinafter "the School"), shall be submitted to binding arbitration administered by JAMS. The arbitration shall be initiated by filing a timely written notice of claim(s) with JAMS. JAMS shall administer a final and binding arbitration in accordance with the then-current JAMS Employment Arbitration Rules & Procedures for employment arbitration. JAMS rules are available online in both English and Spanish at <https://www.jamsadr.com/adr-rules-procedures/>. In addition to visiting the website, Employee can call either JAMS at (800) 352-5267 or contact Human Resources by calling (510)436-0172 if Employee has any questions about the arbitration process. If JAMS Employment Arbitration Rules and Procedures are inconsistent with the terms of this Agreement, the terms of this Agreement shall govern.
  
4. **Claims Covered by Arbitration/Covered Claims.** This Agreement is intended to be broad and comprehensive and includes without limitation any and all individual claims, complaints, disputes, or causes of action (collectively "Covered Claims") in a federal, state or local court or agency under applicable federal, state or local laws, arising out of or relating to any aspect of Employee's employment (including pre-hire through post-termination and any intermittent periods of employment) and the termination thereof, including disputes Employee may have against the School or that, the School may have against Employee. The disputes covered by this Agreement include, but are not limited to, claims for breach of any contract or covenant (express or implied), tort claims, claims for wrongful termination (constructive or actual) in violation of public policy, misappropriation of trade secrets, unfair competition, whistle-blowing, claims for discrimination or harassment (including, but not limited to, harassment or discrimination based on race, sex, gender, religion, national origin, age, marital status, medical condition, psychological condition, mental condition, disability, veteran status, sexual orientation, or gender identity or expression or any other consideration made unlawful by federal, state or local laws, ordinances or regulations), claims for failure to prevent harassment or discrimination, claims for failing to engage in the interactive process or provide reasonable accommodations of disabilities, claims for violation of any relevant federal, state, municipal or other governmental law, statute, regulation, or ordinance, including, but not limited to, all claims arising

under the Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans With Disabilities Act. The Parties to this Agreement specifically agree that all disputes under the Fair Labor Standards Act and/or state wage and hour laws, including, but not limited to, claims for unpaid wages of any kind, expense reimbursement, paid sick leave, meal and rest periods, premium pay, and penalties are subject to this Agreement.

5. **Claims Not Covered by Arbitration/Excluded Claims.** Certain claims are not covered by this Agreement ("Excluded Claims"). This Agreement does not cover disputes involving sexual assault and/or sexual harassment as defined by title 9 of the United States Code arising on or after March 3, 2022, or claims for workers' compensation or unemployment compensation benefits, or any other claims that, as a matter of law, the Parties cannot arbitrate. Nothing in this Agreement shall prevent the Employee, individually or together with other employees as a group, from filing a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, or any other federal, state or local administrative agency that enforces employment laws. To the extent applicable law prohibits the waiver of class, collective or representative actions under any state, federal or local law, such claims are hereby excluded from arbitration under this Agreement. This Agreement does not, cover individual or non-individual (representative) claims, causes of action, or actions by California employees on behalf of the state of California under the Private Attorneys General Act of 2004 ("PAGA"), which may be brought in court. If the Parties' dispute involves both timely filed Excluded Claims and Covered Claims subject to this Agreement, the Parties agree to bifurcate the actions and agree to fully adjudicate the arbitrable Covered Claims while staying any proceedings for Excluded Claims. Excluded Claims may be filed in court, but the parties agree that the court action will be immediately stayed pending full and final resolution of the Arbitration of the Covered Claims, unless prohibited by law.
6. **Application for Emergency Injunctive and/or Other Equitable Relief.** Claims by Employee or Employer for emergency injunctive and/or other equitable relief shall be submitted to JAMS for emergency treatment. The JAMS administrator is authorized by this Agreement to select a neutral hearing officer (subject to conflicts) to hear the emergency request only. The hearing officer should be experienced in considering requests for emergency injunctive and/or other equitable relief. The hearing officer shall conform their consideration and ruling with the applicable legal standards as if this matter were heard in a federal court of law in the applicable jurisdiction for such a dispute.
7. **Consideration.** For employees who are currently employed, the School's offer to make Employee eligible for promotions, raises, bonuses, gifts and prizes in the future, and the mutual promises by the School and Employee to arbitrate differences, rather than litigate them before courts or other bodies, provide consideration for each other to enter into this Agreement. For newly hired employees, the School and Employee agree that in addition to the above consideration, the School's offer of employment (at-will or otherwise) provides adequate consideration for each other to enter into this Agreement.
8. **Waiver of Class, Collective and Representative Action Claims.** Except for the Excluded Claims, identified in Paragraph 5 above, the Parties expressly intend and agree that: (a) class, collective and representative action procedures shall not be asserted, nor will they apply, in any arbitration pursuant to this Agreement; (b) each Party will not assert class, collective or representative action claims against the other in arbitration or otherwise; and (c) each Party shall only submit their own, individual claims in arbitration, and will not seek to represent the interests of any other person or party. To the extent that the Parties' dispute involves both timely filed Excluded Claims and Covered Claims, the Parties agree to bifurcate and stay for the duration of the arbitration any proceedings on any such Excluded Claims. Further, the Parties expressly intend and agree that any claims will not be joined, consolidated or heard together with claims of any other person or party. Notwithstanding anything to the contrary in the JAMS Arbitration Rules and Procedures, the arbitrator shall have no jurisdiction or authority to compel any class, collective or representative claim, to consolidate different arbitration proceedings, or to join any other party to an arbitration between Employee and the School. Claims covered by this Agreement may only be pursued on an individual basis.

9. **Waiver of Trial by Jury.** The Parties understand and fully agree that by entering into this Agreement to arbitrate they are giving up their constitutional right to have a trial by jury, and are giving up their normal rights of appeal following the rendering of a decision, except as applicable state and federal law provide for judicial review of arbitration proceedings. The Parties anticipate that by entering into this Agreement, they will gain the benefits of a speedy and less expensive dispute resolution procedure.
10. **Claims Procedure.** Arbitration shall be initiated upon the express written notice of either party. The party making a claim must give written notice of any claim to the other party. Written notice of an Employee's claim shall be mailed by certified or registered mail, return receipt requested, to Employer at 1450 Marina Way S, Richmond CA 94804. Written notice of the School's claim will be mailed by certified or registered mail, return receipt requested, to the last known address of Employee. The written notice by the Parties shall identify and describe the nature of all claims asserted and the facts upon which such claims are based. Written notice of arbitration shall be initiated within the same time limitations that applicable state law applies to those claim(s).
11. **Construction of Agreement and Arbitrator Authority.** This Agreement shall be governed, construed and enforced pursuant to the Federal Arbitration Act (FAA), and not any state arbitration laws. Both Employee and the School agree that the School's business and/or its customers/clients' businesses affect interstate commerce. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable or any claim that any party breached or waived this Agreement. The arbitrator shall also have the authority to sever any provisions of this Agreement as void or otherwise unenforceable under the Federal Arbitration Act or any other applicable law, in whole or in part consistent with section 21 of this Agreement. Any disputes regarding the enforceability or validity of this Agreement or any of its provisions shall be resolved as if the arbitrator is acting as a federal district court judge applying the FAA and its precedent. The arbitrator shall conduct and preside over an arbitration hearing of reasonable length, to be determined by the arbitrator.
12. **Place of Arbitration/Arbitrator Selection.** Unless the Parties mutually agree to another location, the arbitration shall take place at the JAMS office closest to the city in which Employee works or Employee worked at the date of termination of employment. The Parties shall select the arbitrator as provided in the JAMS Arbitration Rules and Procedures. In the event that there is no JAMS office available, the Parties can agree to mutually select a substitute arbitrator and alternative location from another arbitration agency. Alternatively, the Parties can agree to a virtual arbitration for the convenience of the Parties. If the Parties cannot agree to a substitute arbitrator or an alternative arbitration location or virtual arbitration, either Party may apply to the appropriate federal district court to designate an alternative arbitration location and/or appoint a substitute arbitrator. The Parties agree that any arbitrator appointed pursuant to this Agreement shall administer the arbitration in accordance with the then-current JAMS Employment Arbitration Rules & Procedures for employment arbitration.
13. **Discovery.** Discovery shall be allowed and conducted pursuant to the then-applicable arbitration rules of JAMS, provided that the parties shall be entitled to discovery sufficient to adequately arbitrate their claims and defenses. The arbitrator is authorized to rule on discovery motions brought under the applicable discovery rules of JAMS. The arbitrator shall have absolute discretion and exclusive authority to grant or deny additional discovery upon the request of either party.
14. **Applicable Law.** The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted.

15. **Arbitrator Decision.** The arbitrator's decision will be final and binding. The arbitrator shall issue a detailed written arbitration decision revealing the essential findings and conclusions upon which the decision and/or award is based within thirty (30) calendar days after the arbitration hearing's completion.
16. **Motions.** The arbitrator shall have jurisdiction to hear and rule on prehearing disputes and is authorized to hold prehearing conferences by video or telephone conference or in person as the arbitrator deems necessary. The arbitrator shall have the authority to set deadlines for completion of discovery, and for filing motions for summary judgment/adjudication or dispositive motions, and to set briefing schedules for any motions. The arbitrator shall have the authority to adjudicate any claim, cause of action, partial claim, or affirmative defense pursuant to a motion for summary adjudication and/or summary judgment or any other applicable dispositive motion. In deciding such motions, the arbitrator shall apply the substantive law applicable to the claim or cause of action.
17. **Offers of Judgment.** Either party may serve an offer of judgment consistent with the Federal Rules of Civil Procedure.
18. **Indirect Beneficiaries Covered by Agreement.** In addition to the School, this Agreement applies and inures to the benefit of third parties, that are alleged or otherwise deemed to manage, supervise or allegedly injure or damage (financially or otherwise) the School's employees, or operate as joint employers or co-employers of the School's employees (collectively "Indirect Beneficiaries") with respect to any Covered Claims.
19. **Arbitration Fees and Costs.** Employer shall be responsible for the arbitrator's fees and arbitration costs. Each Party shall pay its own attorneys' fees and costs, if any. However, if any party prevails on a statutory or other claim which affords the prevailing party attorneys' fees and costs, the arbitrator may award reasonable attorneys' fees and costs to the prevailing party consistent with applicable law. Any dispute as to the reasonableness of any fee or cost shall be resolved by the arbitrator.
20. **Sole and Entire Agreement.** This Agreement expresses the entire Agreement of the parties regarding Arbitration and shall supersede any and all other agreements, oral or written, concerning arbitration. The Parties are not relying on any provisions or representations, other than those contained in the Memorandum and the Agreement. This Agreement is not, and shall not be construed to create, any contract of employment, express or implied. This Agreement can only be revoked or modified by the Parties in a writing signed by both Parties that specifically states an intent to revoke or modify this Agreement.
21. **Severability.** If any provision of this Agreement is adjudged to be unlawful, void or otherwise unenforceable under the Federal Arbitration Act or any other applicable law, in whole or in part, the unlawful, void or unenforceable provision shall be severed to achieve the Parties' mutual objective of arbitration of their disputes to the fullest extent permitted by law. Any such adjudication or severance shall not affect the validity of the remainder of this Agreement to arbitrate.
22. **Term of Agreement/At-Will Employment.** This Agreement to arbitrate shall survive the termination of Employee's employment. Nothing in this Agreement changes the at-will nature of employment.
23. **Voluntary Agreement by Signature or Continued Employment.** By signing this Agreement or continuing employment with the School after receiving this Agreement, Employee acknowledges that Employee has read this Agreement, understands its terms, agrees to knowingly and voluntarily enter into the Agreement. Employee further acknowledges that Employee has been given the opportunity to discuss this Agreement with Employee's legal counsel and has utilized that opportunity to the extent desired.

24. **Signatures.** A facsimile, scanned, copy, digital, electronic acknowledgment, electronic or photographic signature shall have the same force and effect as an original signature.

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING!**

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Printed Name

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

\_\_\_\_\_  
AMPS Representative Signature

\_\_\_\_\_  
AMPS Representative Printed Name



# Coversheet

## Finance Report

<b>Section:</b>	V. Business II
<b>Item:</b>	B. Finance Report
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	8.28.2025 Finance Presentation.pdf



# Amethod Public Schools

## Financial Presentation

## 2024-25 Unaudited Actuals Reporting

# Clean-Up from Prior Years

- Every School had clean-up that took place during FY24-25 affecting their financials
  - Prior-year revenue that was incorrectly previously recognized
  - Prior-year accounts payable owed to vendors
- Large increases to depreciation, which is a non-cash and non-operational expense

# Benito Juarez Elementary

## FY24-25 Forecast Benito Juarez Elementary

Revised 08/25/25



	2024-25	2024-25	2024-25
	UAR	2nd Interim	Change
<b>Revenues</b>			
State Aid - Revenue Limit	6,147,618	6,185,985	(38,367)
Federal Revenue	473,299	764,570	(291,271)
Other State Revenue	1,974,069	2,868,611	(894,542)
Other Local Revenue	146,560	143,409	3,151
<b>Total Revenue</b>	<b>\$ 8,741,546</b>	<b>\$ 9,962,575</b>	<b>\$ (1,221,029)</b>
<b>Expenses</b>			
Certificated Salaries	1,867,951	1,956,886	(88,935)
Classified Salaries	863,220	885,993	(22,773)
Benefits	490,945	542,791	(51,845)
Books and Supplies	1,734,236	1,655,601	78,635
Subagreement Services	1,583,835	1,234,141	349,694
Operations and Housekeeping	483,806	478,150	5,655
Facilities, Repairs and Other Leases	1,366,085	1,279,280	86,805
Professional/Consulting Services	1,394,728	1,684,171	(289,444)
Depreciation	1,352,138	171,100	1,181,038
Interest	-	-	-
<b>Total Expenses</b>	<b>\$ 11,136,942</b>	<b>\$ 9,888,113</b>	<b>\$ 1,248,829</b>
<b>Surplus (Deficit)</b>	<b>\$ (2,395,396)</b>	<b>\$ 74,462</b>	<b>\$ (2,469,858)</b>
Fund Balance, Beginning of Year	\$ 5,690,722	\$ 5,690,722	\$ -
<b>Fund Balance, End of Year</b>	<b>\$ 3,295,326</b>	<b>\$ 5,765,184</b>	<b>\$ (2,469,858)</b>
	<b>29.6%</b>	<b>58.3%</b>	<b>-28.7%</b>

### Clean-up

PY Revenue: \$1.18M

PY AP: \$106K

### Non-Operational Expense

Depreciation: \$1.35M

**Total: \$2.64M**

### Operational Surplus:

**-2.39M+2.64M = \$245K**

# Downtown Charter Academy

## FY24-25 Downtown Charter Academy

Revised 08/25/25



	2024-25	2024-25	2024-25
	UAR	2nd Interim	Change
<b>Revenues</b>			
State Aid - Revenue Limit	4,091,670	4,096,140	(4,470)
Federal Revenue	234,438	301,437	(66,999)
Other State Revenue	1,214,604	1,438,110	(223,507)
Other Local Revenue	188,971	102,608	86,363
<b>Total Revenue</b>	<b>\$ 5,729,683</b>	<b>\$ 5,938,295</b>	<b>\$ (208,612)</b>
<b>Expenses</b>			
Certificated Salaries	1,533,716	1,571,657	(37,942)
Classified Salaries	774,302	760,448	13,855
Benefits	446,080	465,543	(19,463)
Books and Supplies	299,969	275,259	24,710
Subagreement Services	443,361	335,352	108,009
Operations and Housekeeping	313,568	302,922	10,646
Facilities, Repairs and Other Leases	936,583	1,107,498	(170,915)
Professional/Consulting Services	969,160	1,070,903	(101,743)
Depreciation	2,183	11,300	(9,117)
Interest	-	-	-
<b>Total Expenses</b>	<b>\$ 5,718,922</b>	<b>\$ 5,900,882</b>	<b>\$ (181,959)</b>
<b>Surplus (Deficit)</b>	<b>\$ 10,761</b>	<b>\$ 37,414</b>	<b>\$ (26,653)</b>
Fund Balance, Beginning of Year	\$ 4,683,988	\$ 4,683,988	\$ -
Fund Balance, End of Year	\$ 4,694,749	\$ 4,721,402	\$ (26,653)
	<b>82.1%</b>	<b>80.0%</b>	<b>2.1%</b>

### Clean-up

PY Revenue: \$240K

PY AP: \$23K

### Non-Operational Expense

Depreciation: \$2K

**Total: \$265K**

### Operational Surplus:

10K+265K = \$275K



# John Henry High School

## FY24-25 Forecast John Henry High School

Revised 08/25/25



	2024-25	2024-25	2024-25
	UAR	2nd Interim	Change
<b>Revenues</b>			
State Aid - Revenue Limit	4,967,183	4,973,691	(6,508)
Federal Revenue	(21,048)	402,417	(423,465)
Other State Revenue	886,111	1,370,769	(484,658)
Other Local Revenue	108,404	84,879	23,525
<b>Total Revenue</b>	<b>\$ 5,940,650</b>	<b>\$ 6,831,756</b>	<b>\$ (891,105)</b>
<b>Expenses</b>			
Certificated Salaries	1,622,261	1,742,208	(119,947)
Classified Salaries	582,049	516,397	65,652
Benefits	385,972	427,947	(41,975)
Books and Supplies	569,119	589,238	(20,118)
Subagreement Services	715,215	602,562	112,653
Operations and Housekeeping	352,033	341,734	10,299
Facilities, Repairs and Other Leases	1,114,209	1,140,386	(26,177)
Professional/Consulting Services	926,153	1,299,981	(373,828)
Depreciation	266,769	61,100	205,669
Interest	-	-	-
<b>Total Expenses</b>	<b>\$ 6,533,781</b>	<b>\$ 6,721,552</b>	<b>\$ (187,771)</b>
<b>Surplus (Deficit)</b>	<b>\$ (593,131)</b>	<b>\$ 110,203</b>	<b>\$ (703,334)</b>
Fund Balance, Beginning of Year	\$ 2,441,147	\$ 2,441,147	\$ -
<b>Fund Balance, End of Year</b>	<b>\$ 1,848,016</b>	<b>\$ 2,551,350</b>	<b>\$ (703,334)</b>
	<b>28.3%</b>	<b>38.0%</b>	<b>-9.7%</b>

### Clean-up

PY Revenue: \$850K

PY AP: \$19K

### Non-Operational Expense

Depreciation: \$267K

**Total: \$1.14M**

### Operational Surplus:

**-593K+1.14M = \$543K**

# Oakland Charter Academy

## FY24-25 Oakland Charter Academy

Revised 08/24/25



	2024-25	2024-25	2024-25
	UAR	2nd Interim	Change
<b>Revenues</b>			
State Aid - Revenue Limit	3,027,269	2,896,503	130,766
Federal Revenue	234,090	329,260	(95,170)
Other State Revenue	953,816	1,126,696	(172,880)
Other Local Revenue	106,974	126,714	(19,740)
<b>Total Revenue</b>	<b>\$ 4,322,150</b>	<b>\$ 4,479,174</b>	<b>\$ (157,025)</b>
<b>Expenses</b>			
Certificated Salaries	835,538	782,791	52,746
Classified Salaries	543,399	586,259	(42,859)
Benefits	257,196	261,861	(4,666)
Books and Supplies	669,286	550,038	119,249
Subagreement Services	836,562	752,920	83,642
Operations and Housekeeping	282,141	342,348	(60,207)
Facilities, Repairs and Other Leases	449,395	470,194	(20,799)
Professional/Consulting Services	668,339	678,694	(10,355)
Depreciation	22,327	26,100	(3,773)
Interest	-	-	-
<b>Total Expenses</b>	<b>\$ 4,564,183</b>	<b>\$ 4,451,205</b>	<b>\$ 112,979</b>
<b>Surplus (Deficit)</b>	<b>\$ (242,034)</b>	<b>\$ 27,969</b>	<b>\$ (270,003)</b>
Fund Balance, Beginning of Year	\$ 5,611,499	\$ 5,611,499	\$ -
<b>Fund Balance, End of Year</b>	<b>\$ 5,369,465</b>	<b>\$ 5,639,468</b>	<b>\$ (270,003)</b>
	<b>117.6%</b>	<b>126.7%</b>	<b>-9.1%</b>

### Clean-up

PY Revenue: \$290K

PY AP: \$19K

### Non-Operational Expense

Depreciation: \$22K

**Total: \$331K**

### Operational Surplus:

**-242K+331K = \$89K**

# Oakland Charter High School

## FY24-25 Oakland Charter High School

Revised 08/25/25



	2024-25	2024-25	2024-25
	UAR	2nd Interim	Change
<b>Revenues</b>			
State Aid - Revenue Limit	5,047,404	5,031,635	15,769
Federal Revenue	368,980	864,821	(495,840)
Other State Revenue	1,219,413	2,949,469	(1,730,056)
Other Local Revenue	92,235	80,000	12,235
<b>Total Revenue</b>	<b>\$ 6,728,032</b>	<b>\$ 8,925,925</b>	<b>\$ (2,197,893)</b>
<b>Expenses</b>			
Certificated Salaries	1,918,147	1,836,244	81,903
Classified Salaries	973,021	714,381	258,640
Benefits	484,603	572,934	(88,331)
Books and Supplies	849,733	2,062,741	(1,213,008)
Subagreement Services	913,973	627,489	286,484
Operations and Housekeeping	465,227	487,704	(22,477)
Facilities, Repairs and Other Leases	825,927	830,933	(5,006)
Professional/Consulting Services	1,183,535	1,512,930	(329,394)
Depreciation	113,191	127,394	(14,203)
Interest	-	-	-
<b>Total Expenses</b>	<b>\$ 7,727,358</b>	<b>\$ 8,772,751</b>	<b>\$ (1,045,392)</b>
<b>Surplus (Deficit)</b>	<b>\$ (999,326)</b>	<b>\$ 153,175</b>	<b>\$ (1,152,501)</b>
Fund Balance, Beginning of Year	\$ 11,519,971	\$ 11,519,971	-
<b>Fund Balance, End of Year</b>	<b>\$ 10,520,645</b>	<b>\$ 11,673,146</b>	<b>\$ (1,152,501)</b>
	<b>136.1%</b>	<b>133.1%</b>	<b>3.1%</b>

### Clean-up

PY Revenue: \$1.1M

PY AP: \$23K

CCSPP Removed: \$1.13M

### Non-Operational Expense

Depreciation: \$113K

**Total: \$2.37M**

### Operational Surplus:

-1M+1.24M = \$240K

\*CCSPP was omitted for this calculation



# Richmond Charter Academy

## FY24-25 Forecast Richmond Charter Academy

Revised 08/25/25



	2024-25	2024-25	2024-25
	UAR	2nd Interim	Change
<b>Revenues</b>			
State Aid - Revenue Limit	3,575,491	3,591,532	(16,040)
Federal Revenue	256,012	349,301	(93,289)
Other State Revenue	1,122,296	1,377,818	(255,521)
Other Local Revenue	1,535,451	377,854	1,157,597
<b>Total Revenue</b>	<b>\$ 6,489,251</b>	<b>\$ 5,696,504</b>	<b>\$ 792,746</b>
<b>Expenses</b>			
Certificated Salaries	1,091,749	1,221,880	(130,131)
Classified Salaries	570,288	648,903	(78,614)
Benefits	297,200	314,770	(17,570)
Books and Supplies	450,242	366,932	83,310
Subagreement Services	948,253	634,560	313,692
Operations and Housekeeping	293,669	278,144	15,524
Facilities, Repairs and Other Leases	1,147,736	1,100,163	47,573
Professional/Consulting Services	626,338	521,184	105,154
Depreciation	481,328	607,000	(125,672)
Interest	-	-	-
<b>Total Expenses</b>	<b>\$ 5,906,803</b>	<b>\$ 5,693,537</b>	<b>\$ 213,266</b>
<b>Surplus (Deficit)</b>	<b>\$ 582,448</b>	<b>\$ 2,968</b>	<b>\$ 579,480</b>
Fund Balance, Beginning of Year	\$ (68,524)	\$ (68,524)	\$ -
<b>Fund Balance, End of Year</b>	<b>\$ 513,924</b>	<b>\$ (65,556)</b>	<b>\$ 579,480</b>
	<b>8.7%</b>	<b>-1.2%</b>	<b>9.9%</b>

### Clean-up

One-time Interagency  
Payable: +\$1.1M  
PY Revenue: \$270K  
PY AP: \$23K

### Non-Operational Expense

Depreciation: \$481K

**Total: +\$326K**

### Operational Surplus:

**582K-326K = \$156K**

# Questions & Discussion

# Coversheet

## Review and Consideration of Approval of Unaudited Actuals- Downtown Charter Academy

**Section:** V. Business II  
**Item:** C. Review and Consideration of Approval of Unaudited Actuals-  
Downtown Charter Academy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** FY25-DCA-UAR Submission.pdf

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT - ALTERNATIVE FORM  
July 1, 2024 to June 30, 2025**

**Charter School Name:** Downtown Charter Academy  
**CDS #:** 01-61259-0129635  
**Charter Approving Entity:** Oakland Unified School District  
**County:** Alameda  
**Charter #:** 1661  
**Fiscal Year:** 2024/25

**Note: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:**

For information regarding this report, please contact:

For County Fiscal Contact:

Joan Laursen  
 Name  
Director III  
 Title  
510-670-4220  
 Telephone  
jlaursen@acoe.org  
 Email Address

For Approving Entity:

Minh Co  
 Name  
Accounting Manager  
 Title  
510-879-8605  
 Telephone  
minh.co@ousd.org  
 Email Address

For Charter School:

Adrienne Barnes  
 Name  
Chief Executive Officer  
 Title  
510-751-6045  
 Telephone  
abarnes@amethodschools.org  
 Email Address

☒ ( X )

To the entity that approved the charter school:

**2024/25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT --- ALTERNATIVE FORM:** This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

Signed: \_\_\_\_\_  
 Charter School Official  
 (Original Signature Required)  
 Print Name: Adrienne Barnes

Date: \_\_\_\_\_  
 Title: Chief Executive Officer

☒ ( X )

To the County Superintendent of Schools:

**2024/25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT --- ALTERNATIVE FORM:** This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Signed: \_\_\_\_\_  
 Authorized Representative of  
 Charter Approving Entity  
 (Original Signature Required)  
 Print Name: \_\_\_\_\_

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

☒ ( X )

To the Superintendent of Public Instruction:

**2024/25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT --- ALTERNATIVE FORM:** This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

Signed: \_\_\_\_\_  
 County Superintendent/Designee  
 (Original Signature Required)

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

**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT - ALTERNATIVE**  
**FORM July 1, 2024 to June 30, 2025**

Charter School Name: Downtown Charter Academy  
CDS #: 01-61259-0129635  
Charter Approving Entity: Oakland Unified School District  
County: Alameda  
Charter #: 1661  
Fiscal Year: 2024/25

This charter school uses the following basis of Accounting:

(Please enter an "X" in the applicable box below; check only one box)

- ☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 6910, 7438, 9400-9489, and 9660-9669, 9796 and 9797)  
☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 6600,7438, 7439 and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
<b>A. Revenues</b>				
<b>1. LCFF Sources</b>				
State Aid - Current Year	8011	2,849,508.00		2,849,508.00
Education Protection Account State Aid - Current Year	8012	59,428.00		59,428.00
State Aid - Prior Years	8019	14,891.00		14,891.00
Transfer to Charter Schools In Lieu of Property Taxes	8096	1,167,843.00		1,167,843.00
Other LCFF Transfers	8091, 8097			0.00
Total LCFF Sources		4,091,670.00	0.00	4091670.00
<b>2. Federal Revenues</b>				
No Child Left Behind/Every Student Succeeds Act	8290		103,236.00	103,236.00
Special Education - Federal	8181, 8182		42,156.00	42,156.00
Child Nutrition - Federal	8220		46,620.31	46,620.31
Donated Food Commodities	8221		0.00	0.00
Other Federal Revenues	8110,8260-8299		42,426.00	42426.00
Total Federal Revenues		0.00	234,438.31	234438.31
<b>3. Other State Revenues</b>				
Special Education - State	StateRevSE		257,245.00	257,245.00
All Other State Revenues	StateRevAO	65,986.02	891,372.55	957,358.57
Total, Other State Revenues		65,986.02	1,148,617.55	1,214,603.57
<b>4. Other Local Revenues</b>				
All Other Local Revenues	LocalRevAO	188,971.32		188,971.32
Total, Local Revenues		188,971.32	0.00	188,971.32
<b>5. TOTAL REVENUES</b>				
		<b>4,346,627.34</b>	<b>1,383,055.86</b>	<b>5,729,683.20</b>
<b>B. EXPENDITURES (see NOTE in section L)</b>				
<b>1. Certificated Salaries</b>				
Certificated Teacher's Salaries	1100	1,087,375.95	79,490.01	1,166,865.96
Certificated Pupil Support Salaries	1200	0.00	81,127.72	81,127.72
Certificated Supervisors' and Administors' Salaries	1300	252,139.40	33,582.48	285,721.88
Other Certificated Salaries	1900			0.00
Total, Certificated Salaries		1,339,515.35	194,200.21	1,533,715.56
<b>2. Non-Certificated Salaries</b>				
Non-certificated Instructional Aides' Salaries	2100	184,826.83	307,012.17	491,839.00
Non-certificated Support Salaries	2200	56,043.54	0.00	56,043.54
Non-certificated Supervisors' and Administrator's Salaries	2300	59,742.26	8,238.04	67,980.30
Clerical and Office Salaries	2400	158,439.48	0.00	158,439.48
Other Non-certificated Salaries	2900			0.00
Total, Non-certificated Salaries		459,052.11	315,250.21	774,302.32

**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT - ALTERNATIVE**  
**FORM July 1, 2024 to June 30, 2025**

Charter School Name: **Downtown Charter Academy**

CDS #: **01-61259-0129635**

Description	Object Code	Unrestricted	Restricted	Total
<b>3. Employee Benefits</b>				
STRS	3101-3102			0.00
PERS	3201-3202			0.00
OASDI/Medicare/Alternative	3301-3302	149,700.62	21,285.63	170,986.25
Health and Welfare Benefits	3401-3402	219,032.11	189.16	219,221.27
Unemployment Insurance	3501-3502	11,145.14	1,149.27	12,294.41
Workers' Compensation Insurance	3601-3602	36,645.81	0.00	36,645.81
OPEB, Allocated	3701-3702	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00
Other Employee Benefits	3901-3902	2,534.28	4,398.16	6,932.44
Total, Employee Benefits		419,057.96	27,022.22	446,080.18
<b>4. Books and Supplies</b>				
Approved Textbooks and Core Curricula Materials	4100	75,912.66	0.00	75,912.66
Books and Other Reference Materials	4200	4,700.80	27.84	4,728.64
Materials and Supplies	4300	59,944.66	13,618.36	73,563.02
Noncapitalized Equipment	4400	18,940.24	0.00	18,940.24
Food	4700	9,511.19	117,313.03	126,824.22
Total, Books and Supplies		169,009.55	130,959.23	299,968.78
<b>5. Services and Other Operating Expenditures</b>				
Subagreements for Services	5100	231,577.34	204,722.57	204,722.57
Travel and Conferences	5200	2,589.25	0.00	0.00
Dues and Memberships	5300	13,519.35	0.00	0.00
Insurance	5400	61,461.79	0.00	0.00
Operations and Housekeeping Services	5500	221,084.50	0.00	0.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	376,142.30	560,441.18	560,441.18
Transfer of Direct Costs	5700-5799	137,895.54	(137,895.54)	(137,895.54)
Professional/Consulting Services and Operating Expend.	5800	887,865.12	88,355.78	88,355.78
Communications	5900	14,912.96	0.00	0.00
<b>Total, Services and Other Operating Expenditures</b>		1,947,048.15	715,623.99	2,662,672.14
<b>6. Capital Outlay (Object 6100-6170, 6200-6500 for modified accrual basis only)</b>				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Lease Assets	6600			0.00
Depreciation Expense (for accrual basis only)	6900	2,183.33		2,183.33
Amortization Expense-Lease Assets	6910			0.00
Total, Capital Outlay		2,183.33	0.00	2,183.33
<b>7. Other Outgo</b>				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfer of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total, Other Outgo		0.00	0.00	0.00
<b>8. TOTAL EXPENDITURES</b>		<b>4,335,866.45</b>	<b>1,383,055.86</b>	<b>5,718,922.31</b>

**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT - ALTERNATIVE**  
**FORM July 1, 2024 to June 30, 2025**

Charter School Name: Downtown Charter Academy

CDS #: 01-61259-0129635

Description	Object Code	Unrestricted	Restricted	Total
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		10,760.89	0.00	10,760.89
<b>D. OTHER FINANCING SOURCES / USES</b>				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) <i>Unrestricted to Restricted ONLY</i>	8980-8999			0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C+D4)</b>		10,760.89	0.00	10,760.89
<b>F. FUND BALANCE, RESERVES</b>				
1. Beginning Fund Balance				
a. As of July 1	9791	4,028,511.00	307,567.00	4,336,078.00
b. Adjustments to Beginning Balance	9793, 9795	655,477.00	(307,567.00)	347,910.00
c. Adjusted Beginning Balance		4,683,988.00	0.00	4,683,988.00
<b>2. Ending Fund Balance, June 30 (E + F.1.c.)</b>	<b>Must Equal Line K &gt;&gt;</b>	<b>4,694,748.89</b>	<b>0.00</b>	<b>4,694,748.89</b>
<b>Components of Ending Fund Balance (Modified Accrual Basis ONLY)</b>				
a. Nonspendable				
1. Revolving Cash (equals object 9130)	9711			0.00
2. Stores (equals object 9320)	9712			0.00
3. Prepaid Expenditures (equals object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				0.00
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
<b>3. Components of Ending Net Position (Accrual Basis only)</b>				
a. Net Investments in Capital Assets	9796	10,918.56		10,918.56
b. Restricted Net Position	9797			0.00
c. Unrestricted Net Position	9790A		0.00	0.00

**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT - ALTERNATIVE**  
**FORM July 1, 2024 to June 30, 2025**

Charter School Name: Downtown Charter Academy

CDS #: 01-61259-0129635

Description	Object Code	Unrestricted	Restricted	Total
<b>G. Assets</b>				
1. Cash				
In County Treasury	9110			0.00
Fair Value Adjustments to Cash in County Treasury	9111			0.00
In Banks	9120	5,343,636.36		5,343,636.36
In Revolving Fund	9130			0.00
With Fiscal Agent/Trustee	9135			0.00
Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200	66,920.90		66,920.90
4. Due from Grantor Governments	9290	1,003,379.88		1,003,379.88
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	88,793.90		88,793.90
7. Other Current Assets	9340	45,000.00		45,000.00
8. Lease Receivable	9380	1,079,401.00		1,079,401.00
9. Capital Asset (accrual basis only)	9400-9489	10,918.56		10,918.56
10. TOTAL ASSETS		7,638,050.60	0.00	7,638,050.60
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>				
1. Deferred Outflow of Resources	9490			0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
<b>I. LIABILITIES</b>				
1. Accounts Payable	9500	1,815,197.71		1,815,197.71
2. Due to Grantor Governments	9590			0.00
3. Current Loans	9640			0.00
4. Unearned Revenue	9650	11,372.00		11,372.00
5. Long-Term Liabilities (accrual basis only)	9660-9669	1,116,732.00		1,116,732.00
6. TOTAL LIABILITIES		2,943,301.71	0.00	2,943,301.71
<b>J. DEFERRED INFLOWS OF RESOURCES</b>				
1. Deferred Inflows of Resources				0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
<b>K. FUND BALANCE / NET POSITION</b>				
Ending Fund Balance/Net Position, June 30 (G10 + H2) - (I6 + J2)				
(must agree with Line F2)		4,694,748.89	0.00	4,694,748.89



**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT - ALTERNATIVE  
FORM July 1, 2024 to June 30, 2025**

Charter School Name: Downtown Charter Academy

CDS #: 01-61259-0129635

**L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT**

**NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:**

**1. Federal Revenue Used for Capital Outlay and Debt Service**

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (if no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. NONE	\$ 0.00	0.00	0.00
b. _____			0.00
c. _____			0.00
d. _____			0.00
f. _____			0.00
g. _____			0.00
h. _____			0.00
i. _____			0.00
j. _____			0.00
<b>TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**2. Community Services Expenditures**

Provide the amount of State and Local Funds reported in Section B that were expended for Community Services Activities:

Object of Expenditures	Amount (Enter "0.00" if none)
a. Certification Salaries 1000-1999	0.00
b. Noncertificated Salaries 2000-2999	0.00
c. Employee Benefits Except 3801- 4000-4999	0.00
d. Books and Supplies 4000-4999	0.00
e. Services and Other Operating Expenditures 5000-5999	0.00
<b>TOTAL COMMUNITY SERVICES EXPENDITURES</b>	<b>0.00</b>

**3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster**

Brief Description i.e., COVID-19 (if no amounts, indicate "NONE")

a. NONE	0.00
b. _____	0.00
c. _____	0.00
d. _____	0.00
<b>TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)</b>	<b>0.00</b>

**4. State and Local Expenditures to be used for ESSA Annual Maintenance of Effort Calculation:**

Results of this calculation will be used in comparison with 2022-23 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2024-25.

a. Total Expenditures (B8)	5,718,922.31
b. Less Federal Expenditures (Total A2) (Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred)	234,438.31
c. Subtotal of State & Local Expenditures (a minus b)	5,484,484.00
d. Less Community Services (L2 Total)	0.00
e. Less Capital Outlay & Debt Service (Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600 and 6910)	2,183.33
f. Less Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster	0.00

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT - ALTERNATIVE  
FORM July 1, 2024 to June 30, 2025**

**Charter School Name:** Downtown Charter Academy

**CDS #:** 01-61259-0129635

TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE  
(c minus d minus e minus f)

5,482,300.67

## Coversheet

### Review and Consideration of Approval of Unaudited Actuals- John Henry High School

<b>Section:</b>	V. Business II
<b>Item:</b>	D. Review and Consideration of Approval of Unaudited Actuals- John
Henry High School	
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	FY25-JHHS-UAR Submission.pdf

John Henry High  
State Board of Education  
Contra Costa County

2024-25 Unaudited Actuals  
Charter School Alternative Form  
Certification

07 77354 0132233  
Form ALT  
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CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM  
July 1, 2024 to June 30, 2025

CHARTER SCHOOL CERTIFICATION

Charter School Name: John Henry High  
CDS #: 07-77354-0132233  
Charter Approving Entity: State Board of Education  
County: Contra Costa  
Charter #: 1741

**NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:**

For information regarding this report, please contact:

For County Fiscal Contact:

Kylie Kwok  
Name  
Education Fiscal Services Consultant  
Title  
916 319-0498  
Telephone  
kkwok@cde.ca.gov  
Email address

For Approving Entity:

Kylie Kwok  
Name  
Education Fiscal Services Consultant  
Title  
916 319-0498  
Telephone  
kkwok@cde.ca.gov  
Email address

For Charter School:

Adrienne Barnes  
Name  
Chief Executive Officer  
Title  
510-751-6045  
Telephone  
abarnes@amethodschools.org  
Email address

To the entity that approved the charter school:

X 2024-25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).

Signed: \_\_\_\_\_  
Charter School Official  
(Original signature required)

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

Printed Name: Adrienne Barnes

Title: Chief Executive Officer

To the County Superintendent of Schools:

2024-25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to Education Code Section 42100(a).

Signed: \_\_\_\_\_  
Authorized Representative of  
Charter Approving Entity  
(Original signature required)

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

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

Title: \_\_\_\_\_

To the Superintendent of Public Instruction:

2024-25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100(a).

Signed: \_\_\_\_\_  
County Superintendent/Designee  
(Original signature required)

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

John Henry High  
State Board of Education  
Contra Costa County

2024-25 Unaudited Actuals  
Charter School Alternative Form

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# CHARTER SCHOOL UNAUDITED ACTUALS

## FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2024 to June 30, 2025

Charter School Name: John Henry High

CDS #: 07-77354-0132233

Charter Approving Entity: State Board of Education

County: Contra Costa

Charter #: 1741

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

X **Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900-6920, 7438, 9400-9489, 9660-9669, 9796, and 9797)**

**Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6700, 7438, 7439, and 9711-9789)**

Description	Object Code	Unrestricted	Restricted	Total
<b>A. REVENUES</b>				
1. LCFF Sources				
State Aid - Current Year	8011	4,904,813.00		4,904,813.00
Education Protection Account State Aid - Current Year	8012	62,370.00		62,370.00
State Aid - Prior Years	8019	.23		.23
Transfers to Charter Schools in Lieu of Property Taxes	8096	0.00		0.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		4,967,183.23	0.00	4,967,183.23
2. Federal Revenues (see NOTE in Section L)				
Every Student Succeeds Act	8290		118,270.00	118,270.00
Special Education - Federal	8181, 8182		46,388.00	46,388.00
Child Nutrition - Federal	8220		61,969.34	61,969.34
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299	(296,737.00)	49,062.00	(247,675.00)
Total, Federal Revenues		(296,737.00)	275,689.34	(21,047.66)
3. Other State Revenues				
Special Education - State	StateRev SE		289,412.00	289,412.00
All Other State Revenues	StateRev AO	59,860.08	536,839.04	596,699.12
Total, Other State Revenues		59,860.08	826,251.04	886,111.12
4. Other Local Revenues				
All Other Local Revenues	LocalRev AO	108,403.93		108,403.93
Total, Local Revenues		108,403.93	0.00	108,403.93
5. TOTAL REVENUES		4,838,710.24	1,101,940.38	5,940,650.62
<b>B. EXPENDITURES (see NOTE in Section L)</b>				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	898,120.15	294,132.06	1,192,252.21
Certificated Pupil Support Salaries	1200	84,442.37		84,442.37
Certificated Supervisors' and Administrators' Salaries	1300	345,566.41		345,566.41
Other Certificated Salaries	1900			0.00
Total, Certificated Salaries		1,328,128.93	294,132.06	1,622,260.99
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	181,736.84		181,736.84
Noncertificated Support Salaries	2200	229,352.03		229,352.03
Noncertificated Supervisors' and Administrators' Salaries	2300			0.00
Clerical, Technical and Office Salaries	2400	170,860.48		170,860.48
Other Noncertificated Salaries	2900	100.00		100.00
Total, Noncertificated Salaries		582,049.35	0.00	582,049.35
3. Employee Benefits				
STRS	3101-3102			0.00
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	162,420.22	4,214.48	166,634.70

John Henry High  
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Health and Welfare Benefits	3401-3402	152,829.63	23,532.95	176,362.58
Unemployment Insurance	3501-3502	10,587.44	1,630.26	12,217.70
Workers' Compensation Insurance	3601-3602	32,958.14	5,074.94	38,033.08
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902	(7,276.45)		(7,276.45)
Total, Employee Benefits		351,518.98	34,452.63	385,971.61
<b>4. Books and Supplies</b>				
Approved Textbooks and Core Curricula Materials	4100	223,136.12	66,086.40	289,222.52
Books and Other Reference Materials	4200	369.74		369.74
Materials and Supplies	4300	99,519.39	35,650.25	135,169.64
Noncapitalized Equipment	4400	8,503.31		8,503.31
Food	4700	25,780.54	110,073.55	135,854.09
Total, Books and Supplies		357,309.10	211,810.20	569,119.30
<b>5. Services and Other Operating Expenditures</b>				
Subagreements for Services	5100	534,083.42	160,916.84	695,000.26
Travel and Conferences	5200	4,270.75	120.00	4,390.75
Dues and Memberships	5300	14,692.09		14,692.09
Insurance	5400	51,258.18		51,258.18
Operations and Housekeeping Services	5500	264,687.42		264,687.42
Rentals, Leases, Repairs, and Noncap. Improvements	5600	720,242.61	393,966.60	1,114,209.21
Transfers of Direct Costs	5700-5799	24,691.33	(24,691.33)	0.00
Professional/Consulting Services and Operating Expend.	5800	915,134.67	31,233.38	946,368.05
Communications	5900	17,004.68		17,004.68
Total, Services and Other Operating Expenditures		2,546,065.15	561,545.49	3,107,610.64
<b>6. Capital Outlay</b>				
(Objects 6100-6170, 6200-6700 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major				
Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Lease Assets	6600			0.00
Subscription Assets	6700			0.00
Depreciation Expense (accrual basis only)	6900	266,769.26		266,769.26
Amortization Expense - Lease Assets (accrual basis only)	6910			0.00
Amortization Expense - Subscription Assets (accrual basis only)	6920			0.00
Total, Capital Outlay		266,769.26	0.00	266,769.26
<b>7. Other Outgo</b>				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00
<b>8. TOTAL EXPENDITURES</b>		5,431,840.77	1,101,940.38	6,533,781.15
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		(593,130.53)	0.00	(593,130.53)
<b>D. OTHER FINANCING SOURCES / USES</b>				

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1.	Other Sources	8930-8979			0.00
	Less:				
2.	Other Uses	7630-7699			0.00
3.	Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			0.00
4.	TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
<b>E.</b>	<b>NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)</b>		(593,130.53)	0.00	(593,130.53)
<b>F.</b>	<b>FUND BALANCE / NET POSITION</b>				
1.	Beginning Fund Balance/Net Position				
a.	As of July 1	9791	2,004,851.00	263,526.00	2,268,377.00
b.	Adjustments/Restatements	9793, 9795	436,296.00	(263,526.00)	172,770.00
c.	Adjusted Beginning Fund Balance /Net Position		2,441,147.00	0.00	2,441,147.00
2.	Ending Fund Balance /Net Position, June 30 (E+F1c)		1,848,016.47	0.00	1,848,016.47
	<b>Components of Ending Fund Balance (Modified Accrual Basis only)</b>				
a.	Nonspendable				
1.	Revolving Cash (equals Object 9130)	9711			0.00
2.	Stores (equals Object 9320)	9712			0.00
3.	Prepaid Expenditures (equals Object 9330)	9713			0.00
4.	All Others	9719			0.00
b.	Restricted	9740			0.00
c.	Committed				
1.	Stabilization Arrangements	9750			0.00
2.	Other Commitments	9760			0.00
d.	Assigned	9780			0.00
e.	Unassigned/Unappropriated				
1.	Reserve for Economic Uncertainties	9789			0.00
2.	Unassigned/Unappropriated Amount	9790M			0.00
3.	<b>Components of Ending Net Position (Accrual Basis only)</b>				
a.	Net Investment in Capital Assets	9796	442,982.92		442,982.92
b.	Restricted Net Position	9797			0.00
c.	Unrestricted Net Position	9790A	1,405,033.55	0.00	1,405,033.55
Description		Object Code	Unrestricted	Restricted	Total
<b>G.</b>	<b>ASSETS</b>				
1.	Cash				
	In County Treasury	9110			0.00
	Fair Value Adjustment to Cash in County Treasury	9111			0.00
	In Banks	9120	3,904,494.39		3,904,494.39
	In Revolving Fund	9130			0.00
	With Fiscal Agent/Trustee	9135			0.00
	Collections Awaiting Deposit	9140			0.00
2.	Investments	9150			0.00
3.	Accounts Receivable	9200	155,306.49		155,306.49
4.	Due from Grantor Governments	9290	810,617.03		810,617.03
5.	Stores	9320			0.00
6.	Prepaid Expenditures (Expenses)	9330	94,494.18		94,494.18
7.	Other Current Assets	9340	50,000.00		50,000.00
8.	Lease Receivable	9380	8,121,628.00		8,121,628.00
9.	Capital Assets (accrual basis only)	9400-9489	442,982.92		442,982.92
10.	TOTAL ASSETS		13,579,523.01	0.00	13,579,523.01
<b>H.</b>	<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
1.	Deferred Outflows of Resources	9490			0.00
2.	TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
<b>I.</b>	<b>LIABILITIES</b>				
1.	Accounts Payable	9500	1,878,584.54		1,878,584.54
2.	Due to Grantor Governments	9590			0.00
3.	Current Loans	9640			0.00

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4.	Unearned Revenue	9650	955.00	955.00
5.	Long-Term Liabilities (accrual basis only)	9660-9669	9,851,967.00	9,851,967.00
6.	TOTAL LIABILITIES		11,731,506.54	0.00
				11,731,506.54
J.	DEFERRED INFLOWS OF RESOURCES			
1.	Deferred Inflows of Resources	9690		0.00
2.	TOTAL DEFERRED INFLOWS		0.00	0.00
K.	FUND BALANCE /NET POSITION			
	Ending Fund Balance /Net Position, June 30 (G10 + H2) - (I6 + J2)			
	(must agree with Line F2)		1,848,016.47	0.00
				1,848,016.47

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. NONE	\$ 0.00	0.00	0.00
b.			0.00
c.			0.00
d.			0.00
e.			0.00
f.			0.00
g.			0.00
h.			0.00
i.			0.00
j.			0.00
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures	Amount (Enter "0.00" if none)
a. Certificated Salaries	1000-1999
b. Noncertificated Salaries	2000-2999
c. Employee Benefits	3000-3999
d. Books and Supplies	4000-4999
e. Services and Other Operating Expenditures	5000-5999
TOTAL COMMUNITY SERVICES EXPENDITURES	0.00

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Date of Presidential Disaster Declaration	Brief Description (If no amounts, indicate "None")	Amount
a.	None	0.00
b.		
c.		
d.		
TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)		0.00

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2023-24 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2026-27.

a.	Total Expenditures (B8)	6,533,781.15
b.	Less Federal Expenditures (Total A2)	
	[Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	(21,047.66)
c.	Subtotal of State & Local Expenditures	6,554,828.81
	[a minus b]	
d.	Less Community Services	0.00
	[L2 Total]	
e.	Less Capital Outlay & Debt Service	266,769.26
	[Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600, 6700, 6910 and 6920]	
f.	Less Supplemental Expenditures made as the result of a Presidentially	0.00



John Henry High  
State Board of Education  
Contra Costa County

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Declared Disaster

TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE

[c minus d minus e minus f]

\$ 6,288,059.55

# Coversheet

## Review and Consideration of Approval of Unaudited Actuals- Oakland Charter Academy

<b>Section:</b>	V. Business II
<b>Item:</b>	E. Review and Consideration of Approval of Unaudited Actuals- Oakland Charter Academy
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	FY25-OCA-UAR Submission.pdf

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT - ALTERNATIVE FORM  
July 1, 2024 to June 30, 2025**

**Charter School Name:** Oakland Charter Academy  
**CDS #:** 01-61259-6111660  
**Charter Approving Entity:** Oakland Unified School District  
**County:** Alameda  
**Charter #:** 0014  
**Fiscal Year:** 2024/25

**Note: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:**

For information regarding this report, please contact:

For County Fiscal Contact:

Joan Laursen  
 Name  
Director III  
 Title  
510-670-4220  
 Telephone  
[jlaursen@acoe.org](mailto:jlaursen@acoe.org)  
 Email Address

For Approving Entity:

Minh Co  
 Name  
Accounting Manager  
 Title  
510-879-8605  
 Telephone  
[minh.co@ousd.org](mailto:minh.co@ousd.org)  
 Email Address

For Charter School:

Adrienne Barnes  
 Name  
Chief Executive Officer  
 Title  
510-751-6045  
 Telephone  
[abarnes@amethodschools.org](mailto:abarnes@amethodschools.org)  
 Email Address

☒ ( X )

To the entity that approved the charter school:

**2024/25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT --- ALTERNATIVE FORM:** This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

Signed: \_\_\_\_\_  
 Charter School Official  
*(Original Signature Required)*  
 Print Name: Adrienne Barnes

Date: \_\_\_\_\_  
 Title: Chief Executive Officer

☒ ( X )

To the County Superintendent of Schools:

**2024/25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT --- ALTERNATIVE FORM:** This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Signed: \_\_\_\_\_  
 Authorized Representative of  
 Charter Approving Entity  
*(Original Signature Required)*  
 Print Name: \_\_\_\_\_

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

☒ ( X )

To the Superintendent of Public Instruction:

**2024/25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT --- ALTERNATIVE FORM:** This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

Signed: \_\_\_\_\_  
 County Superintendent/Designee  
*(Original Signature Required)*

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

**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT - ALTERNATIVE**  
**FORM July 1, 2024 to June 30, 2025**

Charter School Name: Oakland Charter Academy  
CDS #: 01-61259-6111660  
Charter Approving Entity: Oakland Unified School District  
County: Alameda  
Charter #: 0014  
Fiscal Year: 2024/25

This charter school uses the following basis of Accounting:

(Please enter an "X" in the applicable box below; check only one box)

- ☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 6910, 7438, 9400-9489, and 9660-9669, 9796 and 9797)  
☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 6600, 7438, 7439 and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
<b>A. Revenues</b>				
<b>1. LCFF Sources</b>				
State Aid - Current Year	8011	1,425,381.00		1,425,381.00
Education Protection Account State Aid - Current Year	8012	650,658.00		650,658.00
State Aid - Prior Years	8019	148,824.00		148,824.00
Transfer to Charter Schools In Lieu of Property Taxes	8096	802,406.00		802,406.00
Other LCFF Transfers	8091, 8097			0.00
Total LCFF Sources		3,027,269.00	0.00	3027269.00
<b>2. Federal Revenues</b>				
No Child Left Behind/Every Student Succeeds Act	8290		99,377.00	99,377.00
Special Education - Federal	8181, 8182		36,297.00	36,297.00
Child Nutrition - Federal	8220		50,143.14	50,143.14
Donated Food Commodities	8221		0.00	0.00
Other Federal Revenues	8110, 8260-8299	3,546.81	44,726.00	48272.81
Total Federal Revenues		3,546.81	230,543.14	234089.95
<b>3. Other State Revenues</b>				
Special Education - State	StateRevSE		178,982.00	178,982.00
All Other State Revenues	StateRevAO	32,287.71	742,546.45	774,834.16
Total, Other State Revenues		32,287.71	921,528.45	953,816.16
<b>4. Other Local Revenues</b>				
All Other Local Revenues	LocalRevAO	106,974.44		106,974.44
Total, Local Revenues		106,974.44	0.00	106,974.44
<b>5. TOTAL REVENUES</b>				
		<b>3,170,077.96</b>	<b>1,152,071.59</b>	<b>4,322,149.55</b>
<b>B. EXPENDITURES (see NOTE in section L)</b>				
<b>1. Certificated Salaries</b>				
Certificated Teacher's Salaries	1100	153,104.45	428,897.21	582,001.66
Certificated Pupil Support Salaries	1200	0.00	0.00	0.00
Certificated Supervisors' and Administrators' Salaries	1300	250,920.74	0.00	250,920.74
Other Certificated Salaries	1900	2,615.39	0.00	2,615.39
Total, Certificated Salaries		406,640.58	428,897.21	835,537.79
<b>2. Non-Certificated Salaries</b>				
Non-certificated Instructional Aides' Salaries	2100	395,434.87	0.00	395,434.87
Non-certificated Support Salaries	2200	47,113.54	0.00	47,113.54
Non-certificated Supervisors' and Administrator's Salaries	2300	8,238.01	0.00	8,238.01
Clerical and Office Salaries	2400	92,612.79	0.00	92,612.79
Other Non-certificated Salaries	2900			0.00
Total, Non-certificated Salaries		543,399.21	0.00	543,399.21

**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT - ALTERNATIVE**  
**FORM July 1, 2024 to June 30, 2025**

Charter School Name: **Oakland Charter Academy**

CDS #: **01-61259-6111660**

Description	Object Code	Unrestricted	Restricted	Total
<b>3. Employee Benefits</b>				
STRS	3101-3102	0.00	0.00	0.00
PERS	3201-3202	0.00	0.00	0.00
OASDI/Medicare/Alternative	3301-3302	97,233.61	6,091.42	103,325.03
Health and Welfare Benefits	3401-3402	71,693.52	32,366.16	104,059.68
Unemployment Insurance	3501-3502	5,368.81	2,423.76	7,792.57
Workers' Compensation Insurance	3601-3602	23,481.23	10,600.66	34,081.89
OPEB, Allocated	3701-3702	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00
Other Employee Benefits	3901-3902	5,468.14	2,468.60	7,936.74
Total, Employee Benefits		203,245.31	53,950.60	257,195.91
<b>4. Books and Supplies</b>				
Approved Textbooks and Core Curricula Materials	4100	114,464.24	1,003.28	115,467.52
Books and Other Reference Materials	4200	84.53	0.00	84.53
Materials and Supplies	4300	117,895.61	84,180.19	202,075.80
Noncapitalized Equipment	4400	210,831.47	1,196.64	212,028.11
Food	4700	12,709.52	126,921.00	139,630.52
Total, Books and Supplies		455,985.37	213,301.11	669,286.48
<b>5. Services and Other Operating Expenditures</b>				
Subagreements for Services	5100	628,073.93	206,986.90	206,986.90
Travel and Conferences	5200	2,606.31	0.00	0.00
Dues and Memberships	5300	12,889.48	0.00	0.00
Insurance	5400	37,414.62	0.00	0.00
Operations and Housekeeping Services	5500	216,481.13	0.00	0.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	177,679.25	271,715.58	271,715.58
Transfer of Direct Costs	5700-5799	44,877.93	(44,877.93)	(44,877.93)
Professional/Consulting Services and Operating Expend.	5800	647,742.04	22,098.12	22,098.12
Communications	5900	12,749.72	0.00	0.00
<b>Total, Services and Other Operating Expenditures</b>		1,780,514.41	455,922.67	2,236,437.08
<b>6. Capital Outlay (Object 6100-6170, 6200-6500 for modified accrual basis only)</b>				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Lease Assets	6600			0.00
Depreciation Expense (for accrual basis only)	6900	22,327.00		22,327.00
Amortization Expense-Lease Assets	6910			0.00
Total, Capital Outlay		22,327.00	0.00	22,327.00
<b>7. Other Outgo</b>				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfer of Apportionments to Other LEAs - All Others	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total, Other Outgo		0.00	0.00	0.00
<b>8. TOTAL EXPENDITURES</b>		<b>3,412,111.88</b>	<b>1,152,071.59</b>	<b>4,564,183.47</b>

**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT - ALTERNATIVE**  
**FORM July 1, 2024 to June 30, 2025**

Charter School Name: Oakland Charter Academy

CDS #: 01-61259-6111660

Description	Object Code	Unrestricted	Restricted	Total
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		(242,033.92)	(0.00)	(242,033.92)
<b>D. OTHER FINANCING SOURCES / USES</b>				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) <i>Unrestricted to Restricted ONLY</i>	8980-8999			0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C+D4)</b>		(242,033.92)	(0.00)	(242,033.92)
<b>F. FUND BALANCE, RESERVES</b>				
1. Beginning Fund Balance				
a. As of July 1	9791	4,702,231.00	14,170.00	4,716,401.00
b. Adjustments to Beginning Balance	9793, 9795	909,268.00	(14,170.00)	895,098.00
c. Adjusted Beginning Balance		5,611,499.00	0.00	5,611,499.00
<b>2. Ending Fund Balance, June 30 (E + F.1.c.)</b>	<b>Must Equal Line K &gt;&gt;</b>	<b>5,369,465.08</b>	<b>(0.00)</b>	<b>5,369,465.08</b>
<b>Components of Ending Fund Balance (Modified Accrual Basis ONLY)</b>				
a. Nonspendable				
1. Revolving Cash (equals object 9130)	9711			0.00
2. Stores (equals object 9320)	9712			0.00
3. Prepaid Expenditures (equals object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				0.00
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
<b>3. Components of Ending Net Position (Accrual Basis only)</b>				
a. Net Investments in Capital Assets	9796	83,425.40		83,425.40
b. Restricted Net Position	9797			0.00
c. Unrestricted Net Position	9790A		(0.00)	(0.00)

**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT - ALTERNATIVE**  
**FORM July 1, 2024 to June 30, 2025**

Charter School Name: Oakland Charter Academy

CDS #: 01-61259-6111660

Description	Object Code	Unrestricted	Restricted	Total
<b>G. Assets</b>				
1. Cash				
In County Treasury	9110			0.00
Fair Value Adjustments to Cash in County Treasury	9111			0.00
In Banks	9120	4,936,179.23		4,936,179.23
In Revolving Fund	9130			0.00
With Fiscal Agent/Trustee	9135			0.00
Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200	558,387.93		558,387.93
4. Due from Grantor Governments	9290	1,085,603.23		1,085,603.23
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	36,212.15		36,212.15
7. Other Current Assets	9340			0.00
8. Lease Receivable	9380	1,437,963.00		1,437,963.00
9. Capital Asset (accrual basis only)	9400-9489	83,425.40		83,425.40
<i>Obj. 9796a must be reported IF an amount is reported here</i>				
10. TOTAL ASSETS		8,137,770.94	0.00	8,137,770.94
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>				
1. Deferred Outflow of Resources	9490			0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
<b>I. LIABILITIES</b>				
1. Accounts Payable	9500	1,160,855.86		1,160,855.86
2. Due to Grantor Governments	9590			0.00
3. Current Loans	9640			0.00
4. Unearned Revenue	9650	97,313.00		97,313.00
5. Long-Term Liabilities (accrual basis only)	9660-9669	1,510,137.00		1,510,137.00
6. TOTAL LIABILITIES		2,768,305.86	0.00	2,768,305.86
<b>J. DEFERRED INFLOWS OF RESOURCES</b>				
1. Deferred Inflows of Resources				0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
<b>K. FUND BALANCE / NET POSITION</b>				
Ending Fund Balance/Net Position, June 30 (G10 + H2) - (I6 + J2)				
<b>(must agree with Line F2)</b>		5,369,465.08	0.00	5,369,465.08

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT - ALTERNATIVE  
FORM July 1, 2024 to June 30, 2025**

Charter School Name: Oakland Charter Academy

CDS #: 01-61259-6111660

**L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT**

**NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFOR REQUIREMENT:**

**1. Federal Revenue Used for Capital Outlay and Debt Service**

Included in the Capital Outlay and Debt Service expenditures repoted in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (if no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. <u>NONE</u>	\$ 0.00	0.00	0.00
b. _____			0.00
c. _____			0.00
d. _____			0.00
f. _____			0.00
g. _____			0.00
h. _____			0.00
i. _____			0.00
j. _____			0.00
<b>TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**2. Community Services Expenditures**

Provide the amount of State and Local Funds reported in Section B that were expended for Community Services Activities:

Object of Expenditures	Amount (Enter "0.00" if none)
a. Certification Salaries 1000-1999	0.00
b. Noncertificated Salaries 2000-2999	0.00
c. Employee Benefits Except 3801- 4000-4999	0.00
d. Books and Supplies 4000-4999	0.00
e. Services and Other Operating Expenditures 5000-5999	0.00
<b>TOTAL COMMUNITY SERVICES EXPENDITUTRES</b>	<b>0.00</b>

**3. Supplemental State and Local Expenditures resulting from a Presidentially Decleared Disaster**

Brief Description i.e., COVID-19 (if no amounts, indicate "NONE")

a. <u>NONE</u>	0.00
b. _____	0.00
c. _____	0.00
d. _____	0.00
<b>TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)</b>	<b>0.00</b>

**4. State and Local Expenditures to be used for ESSA Annual Maintenance of Effort Calculation:**

Results of this calculation will be used in comparison with 2022-23 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2024-25.

a. Total Expenditures (B8)	4,564,183.47
b. Less Federal Expenditures (Total A2) (Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred)	234,089.95
c. Subtotal of State & Local Expenditures (a minus b)	4,330,093.52
d. Less Community Services (L2 Total)	0.00
e. Less Capital Outlay & Debt Service (Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600 and 6910)	22,327.00
f. Less Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster	0.00



**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT - ALTERNATIVE  
FORM July 1, 2024 to June 30, 2025**

**Charter School Name:** Oakland Charter Academy

**CDS #:** 01-61259-6111660

TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE  
(c minus d minus e minus f)

4,307,766.52

# Coversheet

## Review and Consideration of Approval of Unaudited Actuals- Oakland Charter High School

<b>Section:</b>	V. Business II
<b>Item:</b>	F. Review and Consideration of Approval of Unaudited Actuals- Oakland Charter High School
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	FY25-OCHS-UAR Submission.pdf

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT - ALTERNATIVE FORM**

**July 1, 2024 to June 30, 2025**

**Charter School Name:** Oakland Charter High  
**CDS #:** 01-61259-0114868  
**Charter Approving Entity:** Oakland Unified School District  
**County:** Alameda  
**Charter #:** 0883  
**Fiscal Year:** 2024/25

**Note: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:**

For information regarding this report, please contact:

For County Fiscal Contact:

Joan Laursen  
 Name  
Director III  
 Title  
510-670-4220  
 Telephone  
[jlaursen@acoe.org](mailto:jlaursen@acoe.org)  
 Email Address

For Approving Entity:

Minh Co  
 Name  
Accounting Manager  
 Title  
510-879-8605  
 Telephone  
[minh.co@ousd.org](mailto:minh.co@ousd.org)  
 Email Address

For Charter School:

Adrienne Barnes  
 Name  
Chief Executive Officer  
 Title  
510-751-6045  
 Telephone  
[abarnes@amethodschools.org](mailto:abarnes@amethodschools.org)  
 Email Address

☒ ( X )

To the entity that approved the charter school:

**2024/25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT --- ALTERNATIVE FORM:** This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

Signed: \_\_\_\_\_  
 Charter School Official  
*(Original Signature Required)*  
 Print Name: Adrienne Barnes

Date: \_\_\_\_\_  
 Title: Chief Executive Officer

☒ ( X )

To the County Superintendent of Schools:

**2024/25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT --- ALTERNATIVE FORM:** This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Signed: \_\_\_\_\_  
 Authorized Representative of  
 Charter Approving Entity  
*(Original Signature Required)*  
 Print Name: \_\_\_\_\_

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

☒ ( X )

To the Superintendent of Public Instruction:

**2024/25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT --- ALTERNATIVE FORM:** This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

Signed: \_\_\_\_\_  
 County Superintendent/Designee  
*(Original Signature Required)*

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

**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT - ALTERNATIVE**  
**FORM July 1, 2024 to June 30, 2025**

Charter School Name: Oakland Charter High  
CDS #: 01-61259-0114868  
Charter Approving Entity: Oakland Unified School District  
County: Alameda  
Charter #: 0883  
Fiscal Year: 2024/25

This charter school uses the following basis of Accounting:

(Please enter an "X" in the applicable box below; check only one box)

- ☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 6910, 7438, 9400-9489, and 9660-9669, 9796 and 9797)  
☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 6600, 7438, 7439 and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
<b>A. Revenues</b>				
<b>1. LCFF Sources</b>				
State Aid - Current Year	8011	2,581,741.00		2,581,741.00
Education Protection Account State Aid - Current Year	8012	1,244,555.00		1,244,555.00
State Aid - Prior Years	8019	43,557.00		43,557.00
Transfer to Charter Schools In Lieu of Property Taxes	8096	1,177,551.00		1,177,551.00
Other LCFF Transfers	8091, 8097			0.00
Total LCFF Sources		5,047,404.00	0.00	5047404.00
<b>2. Federal Revenues</b>				
No Child Left Behind/Every Student Succeeds Act	8290		151,756.00	151,756.00
Special Education - Federal	8181, 8182		58,433.00	58,433.00
Child Nutrition - Federal	8220		82,708.97	82,708.97
Donated Food Commodities	8221		0.00	0.00
Other Federal Revenues	8110, 8260-8299	4,949.43	71,133.00	76082.43
Total Federal Revenues		4,949.43	364,030.97	368980.40
<b>3. Other State Revenues</b>				
Special Education - State	StateRevSE		341,441.00	341,441.00
All Other State Revenues	StateRevAO	53,118.07	824,853.84	877,971.91
Total, Other State Revenues		53,118.07	1,166,294.84	1,219,412.91
<b>4. Other Local Revenues</b>				
All Other Local Revenues	LocalRevAO	92,234.90		92,234.90
Total, Local Revenues		92,234.90	0.00	92,234.90
<b>5. TOTAL REVENUES</b>				
		<b>5,197,706.40</b>	<b>1,530,325.81</b>	<b>6,728,032.21</b>
<b>B. EXPENDITURES (see NOTE in section L)</b>				
<b>1. Certificated Salaries</b>				
Certificated Teacher's Salaries	1100	959,249.05	446,853.12	1,406,102.17
Certificated Pupil Support Salaries	1200	83,332.96	0.00	83,332.96
Certificated Supervisors' and Administrators' Salaries	1300	373,805.98	16,691.42	390,497.40
Other Certificated Salaries	1900	38,214.38	0.00	38,214.38
Total, Certificated Salaries		1,454,602.37	463,544.54	1,918,146.91
<b>2. Non-Certificated Salaries</b>				
Non-certificated Instructional Aides' Salaries	2100	173,990.37	96,013.41	270,003.78
Non-certificated Support Salaries	2200	208,249.64	0.00	208,249.64
Non-certificated Supervisors' and Administrator's Salaries	2300	299,485.70	32,531.69	332,017.39
Clerical and Office Salaries	2400	162,750.42	0.00	162,750.42
Other Non-certificated Salaries	2900	0.00	0.00	0.00
Total, Non-certificated Salaries		844,476.13	128,545.10	973,021.23

**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT - ALTERNATIVE**  
**FORM July 1, 2024 to June 30, 2025**

Charter School Name: **Oakland Charter High**

CDS #: **01-61259-0114868**

Description	Object Code	Unrestricted	Restricted	Total
<b>3. Employee Benefits</b>				
STRS	3101-3102	0.00	0.00	0.00
PERS	3201-3202	0.00	0.00	0.00
OASDI/Medicare/Alternative	3301-3302	191,677.26	25,216.93	216,894.19
Health and Welfare Benefits	3401-3402	188,627.27	28,932.15	217,559.42
Unemployment Insurance	3501-3502	11,026.87	2,499.80	13,526.67
Workers' Compensation Insurance	3601-3602	34,783.31	5,492.34	40,275.65
OPEB, Allocated	3701-3702	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00
Other Employee Benefits	3901-3902	(6,686.61)	3,033.76	(3,652.85)
Total, Employee Benefits		419,428.10	65,174.98	484,603.08
<b>4. Books and Supplies</b>				
Approved Textbooks and Core Curricula Materials	4100	249,044.80	55,702.70	304,747.50
Books and Other Reference Materials	4200	5,337.78	0.00	5,337.78
Materials and Supplies	4300	98,109.61	44,551.70	142,661.31
Noncapitalized Equipment	4400	233,154.51	0.00	233,154.51
Food	4700	20,589.82	143,242.36	163,832.18
Total, Books and Supplies		606,236.52	243,496.76	849,733.28
<b>5. Services and Other Operating Expenditures</b>				
Subagreements for Services	5100	500,870.07	413,102.89	413,102.89
Travel and Conferences	5200	13,566.53	0.00	0.00
Dues and Memberships	5300	40,212.40	0.00	0.00
Insurance	5400	59,115.14	0.00	0.00
Operations and Housekeeping Services	5500	333,788.26	0.00	0.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	425,804.16	400,123.16	400,123.16
Transfer of Direct Costs	5700-5799	225,779.87	(225,779.87)	(225,779.87)
Professional/Consulting Services and Operating Expend.	5800	1,141,416.92	42,118.25	42,118.25
Communications	5900	18,544.71	0.00	0.00
<b>Total, Services and Other Operating Expenditures</b>		2,759,098.06	629,564.43	3,388,662.49
<b>6. Capital Outlay (Object 6100-6170, 6200-6500 for modified accrual basis only)</b>				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Lease Assets	6600			0.00
Depreciation Expense (for accrual basis only)	6900	113,191.31		113,191.31
Amortization Expense-Lease Assets	6910			0.00
Total, Capital Outlay		113,191.31	0.00	113,191.31
<b>7. Other Outgo</b>				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfer of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total, Other Outgo		0.00	0.00	0.00
<b>8. TOTAL EXPENDITURES</b>		<b>6,197,032.49</b>	<b>1,530,325.81</b>	<b>7,727,358.30</b>

**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT - ALTERNATIVE**  
**FORM July 1, 2024 to June 30, 2025**

Charter School Name: Oakland Charter High

CDS #: 01-61259-0114868

Description	Object Code	Unrestricted	Restricted	Total
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		(999,326.09)	0.00	(999,326.09)
<b>D. OTHER FINANCING SOURCES / USES</b>				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) <i>Unrestricted to Restricted ONLY</i>	8980-8999			0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C+D4)</b>		(999,326.09)	0.00	(999,326.09)
<b>F. FUND BALANCE, RESERVES</b>				
1. Beginning Fund Balance				
a. As of July 1	9791	10,026,541.00	399,608.00	10,426,149.00
b. Adjustments to Beginning Balance	9793, 9795	1,493,430.00	(399,608.00)	1,093,822.00
c. Adjusted Beginning Balance		11,519,971.00	0.00	11,519,971.00
<b>2. Ending Fund Balance, June 30 (E + F.1.c.)</b>	<b>Must Equal Line K &gt;&gt;</b>	<b>10,520,644.91</b>	<b>0.00</b>	<b>10,520,644.91</b>
<b>Components of Ending Fund Balance (Modified Accrual Basis ONLY)</b>				
a. Nonspendable				
1. Revolving Cash (equals object 9130)	9711			0.00
2. Stores (equals object 9320)	9712			0.00
3. Prepaid Expenditures (equals object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				0.00
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
<b>3. Components of Ending Net Position (Accrual Basis only)</b>				
a. Net Investments in Capital Assets	9796	15,346.36		15,346.36
b. Restricted Net Position	9797			0.00
c. Unrestricted Net Position	9790A		0.00	0.00

**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT - ALTERNATIVE**  
**FORM July 1, 2024 to June 30, 2025**

Charter School Name: Oakland Charter High

CDS #: 01-61259-0114868

Description	Object Code	Unrestricted	Restricted	Total
<b>G. Assets</b>				
1. Cash				
In County Treasury	9110			0.00
Fair Value Adjustments to Cash in County Treasury	9111			0.00
In Banks	9120	12,997,989.99		12,997,989.99
In Revolving Fund	9130			0.00
With Fiscal Agent/Trustee	9135			0.00
Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200	233,821.79		233,821.79
4. Due from Grantor Governments	9290	9,657.07		9,657.07
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	83,106.92		83,106.92
7. Other Current Assets	9340			0.00
8. Lease Receivable	9380	728,797.00		728,797.00
9. Capital Asset (accrual basis only)	9400-9489	15,346.36		15,346.36
10. TOTAL ASSETS		14,068,719.13	0.00	14,068,719.13
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>				
1. Deferred Outflow of Resources	9490			0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
<b>I. LIABILITIES</b>				
1. Accounts Payable	9500	2,767,976.72		2,767,976.72
2. Due to Grantor Governments	9590			0.00
3. Current Loans	9640			0.00
4. Unearned Revenue	9650	18,064.50		18,064.50
5. Long-Term Liabilities (accrual basis only)	9660-9669	762,033.00		762,033.00
6. TOTAL LIABILITIES		3,548,074.22	0.00	3,548,074.22
<b>J. DEFERRED INFLOWS OF RESOURCES</b>				
1. Deferred Inflows of Resources				0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
<b>K. FUND BALANCE / NET POSITION</b>				
Ending Fund Balance/Net Position, June 30 (G10 + H2) - (I6 + J2)				
(must agree with Line F2)		10,520,644.91	0.00	10,520,644.91

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT - ALTERNATIVE  
FORM July 1, 2024 to June 30, 2025**

Charter School Name: Oakland Charter High

CDS #: 01-61259-0114868

**L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT**

**NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFOR REQUIREMENT:**

**1. Federal Revenue Used for Capital Outlay and Debt Service**

Included in the Capital Outlay and Debt Service expenditures repoted in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (if no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. NONE	\$ 0.00	0.00	0.00
b. _____			0.00
c. _____			0.00
d. _____			0.00
f. _____			0.00
g. _____			0.00
h. _____			0.00
i. _____			0.00
j. _____			0.00
<b>TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**2. Community Services Expenditures**

Provide the amount of State and Local Funds reported in Section B that were expended for Community Services Activities:

Object of Expenditures	Amount (Enter "0.00" if none)
a. Certification Salaries 1000-1999	0.00
b. Noncertificated Salaries 2000-2999	0.00
c. Employee Benefits Except 3801- 4000-4999	0.00
d. Books and Supplies 4000-4999	0.00
e. Services and Other Operating Expenditures 5000-5999	0.00
<b>TOTAL COMMUNITY SERVICES EXPENDITUTRES</b>	<b>0.00</b>

**3. Supplemental State and Local Expenditures resulting from a Presidentially Decleared Disaster**

Brief Description i.e., COVID-19 (if no amounts, indicate "NONE")

a. NONE	0.00
b. _____	0.00
c. _____	0.00
d. _____	0.00
<b>TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)</b>	<b>0.00</b>

**4. State and Local Expenditures to be used for ESSA Annual Maintenance of Effort Calculation:**

Results of this calculation will be used in comparison with 2022-23 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2024-25.

a. Total Expenditures (B8)	7,727,358.30
b. Less Federal Expenditures (Total A2) (Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred)	368,980.40
c. Subtotal of State & Local Expenditures (a minus b)	7,358,377.90
d. Less Community Services (L2 Total)	0.00
e. Less Capital Outlay & Debt Service (Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600 and 6910)	113,191.31
f. Less Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster	0.00



**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT - ALTERNATIVE  
FORM July 1, 2024 to June 30, 2025**

**Charter School Name:** Oakland Charter High

**CDS #:** 01-61259-0114868

TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE  
(c minus d minus e minus f)

7,245,186.59

## Coversheet

### Review and Consideration of Approval Unaudited Actuals- Richmond Charter Elementary - Benito Juarez

**Section:** V. Business II  
**Item:** G. Review and Consideration of Approval Unaudited Actuals- Richmond  
Charter Elementary - Benito Juarez  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** FY25-BJE-UAR Submission.pdf

Richmond Charter Elementary-Benito Juarez  
West Contra Costa Unified  
Contra Costa County

2024-25 Unaudited Actuals  
Charter School Alternative Form  
Certification

07 61796 0129643  
Form ALT  
F8AG2AKKTW(2024-25)

CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM  
July 1, 2024 to June 30, 2025

CHARTER SCHOOL CERTIFICATION

Charter School Name: Richmond Charter Elementary -Benito Juarez  
CDS #: 07-61796-0129643  
Charter Approving Entity: West Contra Costa Unified  
County: Contra Costa  
Charter #: 1660

**NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:**

For information regarding this report, please contact:

For County Fiscal Contact:

Daniela Parasidis  
Name  
Deputy Superintendent  
Title  
925-942-3418  
Telephone  
dparasidis@cccoe.k12.us  
Email address

For Approving Entity:

Margarita Romo  
Name  
Business Services Coordinator  
Title  
510-307-7866  
Telephone  
margarita.romo@wccusd.net  
Email address

For Charter School:

Adrienne Barnes  
Name  
Chief Executive Officer  
Title  
510-751-6045  
Telephone  
abarnes@amethodschools.org  
Email address

To the entity that approved the charter school:

X 2024-25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).

Signed: \_\_\_\_\_  
Charter School Official  
(Original signature  
required)

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

Printed Name: Adrienne Barnes

Title: Chief Executive Officer

To the County Superintendent of Schools:

2024-25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to Education Code Section 42100(a).

Signed: \_\_\_\_\_  
Authorized  
Representative of  
Charter Approving Entity  
(Original signature  
required)

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

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

Title: \_\_\_\_\_

To the Superintendent of Public Instruction:

2024-25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100(a).

Signed: \_\_\_\_\_  
County  
Superintendent/Designee  
(Original signature  
required)

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

Richmond Charter Elementary-Benito Juarez  
West Contra Costa Unified  
Contra Costa County

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## CHARTER SCHOOL UNAUDITED ACTUALS

## FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2024 to June 30, 2025

Charter School Name: Richmond Charter Elementary-Benito Juarez

CDS #: 07-61796-0129643

Charter Approving Entity: West Contra Costa Unified

County: Contra Costa

Charter #: 1660

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

X **Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900-6920, 7438, 9400-9489, 9660-9669, 9796, and 9797)**

**Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6700, 7438, 7439, and 9711-9789)**

Description	Object Code	Unrestricted	Restricted	Total
<b>A. REVENUES</b>				
1. LCFF Sources				
State Aid - Current Year	8011	4,295,405.00		4,295,405.00
Education Protection Account State Aid - Current Year	8012	88,444.00		88,444.00
State Aid - Prior Years	8019	13,431.00		13,431.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,750,338.00		1,750,338.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		6,147,618.00	0.00	6,147,618.00
2. Federal Revenues (see NOTE in Section L)				
Every Student Succeeds Act	8290		172,569.00	172,569.00
Special Education - Federal	8181, 8182		78,127.00	78,127.00
Child Nutrition - Federal	8220		157,985.16	157,985.16
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299	(8.00)	64,626.00	64,618.00
Total, Federal Revenues		(8.00)	473,307.16	473,299.16
3. Other State Revenues				
Special Education - State	StateRev SE		382,384.00	382,384.00
All Other State Revenues	StateRev AO	93,886.61	1,497,798.20	1,591,684.81
Total, Other State Revenues		93,886.61	1,880,182.20	1,974,068.81
4. Other Local Revenues				
All Other Local Revenues	LocalRev AO	146,560.13		146,560.13
Total, Local Revenues		146,560.13	0.00	146,560.13
5. TOTAL REVENUES		6,388,056.74	2,353,489.36	8,741,546.10
<b>B. EXPENDITURES (see NOTE in Section L)</b>				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	1,315,628.18	25,118.60	1,340,746.78
Certificated Pupil Support Salaries	1200	55,076.55	25,207.97	80,284.52
Certificated Supervisors' and Administrators' Salaries	1300	408,547.73	38,371.57	446,919.30
Other Certificated Salaries	1900			0.00
Total, Certificated Salaries		1,779,252.46	88,698.14	1,867,950.60
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	420,842.03	206,592.15	627,434.18
Noncertificated Support Salaries	2200	104,583.19		104,583.19
Noncertificated Supervisors' and Administrators' Salaries	2300	.01	8,238.03	8,238.04
Clerical, Technical and Office Salaries	2400	122,964.51		122,964.51
Other Noncertificated Salaries	2900			0.00
Total, Noncertificated Salaries		648,389.74	214,830.18	863,219.92
3. Employee Benefits				
STRS	3101-3102			0.00
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	186,563.28	16,684.04	203,247.32

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Health and Welfare Benefits	3401-3402	230,853.25		230,853.25
Unemployment Insurance	3501-3502	16,599.36	925.42	17,524.78
Workers' Compensation Insurance	3601-3602	45,295.73		45,295.73
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902	(6,205.18)	229.52	(5,975.66)
Total, Employee Benefits		473,106.44	17,838.98	490,945.42
<b>4. Books and Supplies</b>				
Approved Textbooks and Core Curricula Materials	4100	363,032.27	122,345.41	485,377.68
Books and Other Reference Materials	4200		1,404.00	1,404.00
Materials and Supplies	4300	140,463.14	65,647.10	206,110.24
Noncapitalized Equipment	4400	215,364.09	576,061.26	791,425.35
Food	4700	5,907.33	244,010.95	249,918.28
Total, Books and Supplies		724,766.83	1,009,468.72	1,734,235.55
<b>5. Services and Other Operating Expenditures</b>				
Subagreements for Services	5100	808,547.69	775,287.32	1,583,835.01
Travel and Conferences	5200	3,923.21		3,923.21
Dues and Memberships	5300	16,367.26		16,367.26
Insurance	5400	76,700.18		76,700.18
Operations and Housekeeping Services	5500	365,670.08		365,670.08
Rentals, Leases, Repairs, and Noncap. Improvements	5600	715,508.75	650,575.97	1,366,084.72
Transfers of Direct Costs	5700-5799	430,535.07	(430,535.07)	0.00
Professional/Consulting Services and Operating Expend.	5800	1,367,402.41	27,325.12	1,394,727.53
Communications	5900	21,145.20		21,145.20
Total, Services and Other Operating Expenditures		3,805,799.85	1,022,653.34	4,828,453.19
<b>6. Capital Outlay</b>				
(Objects 6100-6170, 6200-6700 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major				
Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Lease Assets	6600			0.00
Subscription Assets	6700			0.00
Depreciation Expense (accrual basis only)	6900	1,352,137.59		1,352,137.59
Amortization Expense - Lease Assets (accrual basis only)	6910			0.00
Amortization Expense - Subscription Assets (accrual basis only)	6920			0.00
Total, Capital Outlay		1,352,137.59	0.00	1,352,137.59
<b>7. Other Outgo</b>				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00
<b>8. TOTAL EXPENDITURES</b>		8,783,452.91	2,353,489.36	11,136,942.27
<b>Description</b>	<b>Object Code</b>	<b>Unrestricted</b>	<b>Restricted</b>	<b>Total</b>
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		(2,395,396.17)	0.00	(2,395,396.17)
<b>D. OTHER FINANCING SOURCES / USES</b>				

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1.	Other Sources	8930-8979			0.00	
	Less:					
2.	Other Uses	7630-7699			0.00	
3.	Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			0.00	
4.	TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00	
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)			(2,395,396.17)	0.00	(2,395,396.17)	
F. FUND BALANCE / NET POSITION						
1.	Beginning Fund Balance/Net Position					
	a. As of July 1	9791	4,388,238.00	1,503,395.00	5,891,633.00	
	b. Adjustments/Restatements	9793, 9795	1,302,484.00	(1,503,395.00)	(200,911.00)	
	c. Adjusted Beginning Fund Balance /Net Position		5,690,722.00	0.00	5,690,722.00	
2.	Ending Fund Balance /Net Position, June 30 (E+F1c)		3,295,325.83	0.00	3,295,325.83	
Components of Ending Fund Balance (Modified Accrual Basis only)						
	a. Nonspendable					
	1. Revolv ing Cash (equals Object 9130)	9711			0.00	
	2. Stores (equals Object 9320)	9712			0.00	
	3. Prepaid Expenditures (equals Object 9330)	9713			0.00	
	4. All Others	9719			0.00	
	b. Restricted	9740			0.00	
	c. Committed					
	1. Stabilization Arrangements	9750			0.00	
	2. Other Commitments	9760			0.00	
	d. Assigned	9780			0.00	
	e. Unassigned/Unappropriated					
	1. Reserve for Economic Uncertainties	9789			0.00	
	2. Unassigned/Unappropriated Amount	9790M			0.00	
3.	Components of Ending Net Position (Accrual Basis only)					
	a. Net Investment in Capital Assets	9796	2,409,855.00		2,409,855.00	
	b. Restricted Net Position	9797			0.00	
	c. Unrestricted Net Position	9790A	885,470.83	0.00	885,470.83	
Description			Object Code	Unrestricted	Restricted	Total
G. ASSETS						
1.	Cash					
	In County Treasury	9110				0.00
	Fair Value Adjustment to Cash in County Treasury	9111				0.00
	In Banks	9120	5,513,606.60			5,513,606.60
	In Revolving Fund	9130				0.00
	With Fiscal Agent/Trustee	9135				0.00
	Collections Awaiting Deposit	9140				0.00
2.	Investments	9150				0.00
3.	Accounts Receivable	9200	395,250.25			395,250.25
4.	Due from Grantor Governments	9290	1,631,468.19			1,631,468.19
5.	Stores	9320				0.00
6.	Prepaid Expenditures (Expenses)	9330	112,391.93			112,391.93
7.	Other Current Assets	9340				0.00
8.	Lease Receivable	9380	9,611,580.00			9,611,580.00
9.	Capital Assets (accrual basis only)	9400-9489	2,409,855.00			2,409,855.00
10.	TOTAL ASSETS		19,674,151.97	0.00		19,674,151.97
H. DEFERRED OUTFLOWS OF RESOURCES						
1.	Deferred Outflows of Resources	9490				0.00
2.	TOTAL DEFERRED OUTFLOWS		0.00	0.00		0.00
I. LIABILITIES						
1.	Accounts Payable	9500	4,660,259.14			4,660,259.14
2.	Due to Grantor Governments	9590				0.00
3.	Current Loans	9640				0.00

Richmond Charter Elementary-Benito Juarez  
West Contra Costa Unified  
Contra Costa County

2024-25 Unaudited Actuals  
Charter School Alternative Form

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4.	Unearned Revenue	9650	8,820.00		8,820.00
5.	Long-Term Liabilities (accrual basis only)	9660-9669	11,709,747.00		11,709,747.00
6.	TOTAL LIABILITIES		16,378,826.14	0.00	16,378,826.14
J. DEFERRED INFLOWS OF RESOURCES					
1.	Deferred Inflows of Resources	9690			0.00
2.	TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
K. FUND BALANCE /NET POSITION					
Ending Fund Balance /Net Position, June 30 (G10 + H2) - (I6 + J2)					
(must agree with Line F2)			3,295,325.83	0.00	3,295,325.83

**L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT**

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

**1. Federal Revenue Used for Capital Outlay and Debt Service**

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")		Capital Outlay	Debt Service	Total
a.	NONE	\$ 0.00	0.00	0.00
b.				0.00
c.				0.00
d.				0.00
e.				0.00
f.				0.00
g.				0.00
h.				0.00
i.				0.00
j.				0.00
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE		0.00	0.00	0.00

**2. Community Services Expenditures**

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures		Amount
		(Enter "0.00" if none)
a. Certificated Salaries	1000-1999	0.00
b. Noncertificated Salaries	2000-2999	0.00
c. Employee Benefits	3000-3999	0.00
d. Books and Supplies	4000-4999	0.00
e. Services and Other Operating Expenditures	5000-5999	0.00
TOTAL COMMUNITY SERVICES EXPENDITURES		0.00

**3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster**

Date of Presidential Disaster Declaration	Brief Description (If no amounts, indicate "None")	Amount
a.	None	0.00
b.		
c.		
d.		
TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)		0.00

**4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:**

Results of this calculation will be used for comparison with 2023-24 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2026-27.

a.	Total Expenditures (B8)	11,136,942.27
b.	Less Federal Expenditures (Total A2)	
	[Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	473,299.16
c.	Subtotal of State & Local Expenditures	10,663,643.11
	[a minus b]	
d.	Less Community Services	0.00
	[L2 Total]	
e.	Less Capital Outlay & Debt Service	1,352,137.59
	[Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600, 6700, 6910 and 6920]	
f.	Less Supplemental Expenditures made as the result of a Presidentially	0.00

Richmond Charter Elementary-Benito Juarez  
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Declared Disaster

TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE

[c minus d minus e minus f]

\$ 9,311,505.52



# Coversheet

## Review and Consideration of Approval of Unaudited Actuals- Richmond Charter Academy

**Section:** V. Business II  
**Item:** H. Review and Consideration of Approval of Unaudited Actuals-  
Richmond Charter Academy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** FY25-RCA-UAR Submission.pdf

Richmond Charter Academy  
West Contra Costa Unified  
Contra Costa County

2024-25 Unaudited Actuals  
Charter School Alternative Form  
Certification

07 61796 0126805  
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CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM  
July 1, 2024 to June 30, 2025

CHARTER SCHOOL CERTIFICATION

Charter School Name: Richmond Charter Academy  
CDS #: 07-61796-0126805  
Charter Approving Entity: West Contra Costa Unified  
County: Contra Costa  
Charter #: 1441

**NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:**

For information regarding this report, please contact:

For County Fiscal Contact:	For Approving Entity:	For Charter School:
Daniela Parasidis	Daniela Parasidis	Adrienne Barnes
Name	Name	Name
Deputy Superintendent	Deputy Superintendent	Chief Executive Officer
Title	Title	Title
925-942-3418	925-942-3418	510-751-6045
Telephone	Telephone	Telephone
dparasidis@cccocoe.k12.us	dparasidis@cccocoe.k12.us	abarnes@amethodschools.org
Email address	Email address	Email address

To the entity that approved the charter school:

X 2024-25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Charter School Official  
(Original signature required)  
Printed Name: Adrienne Barnes Title: Chief Executive Officer

To the County Superintendent of Schools:

2024-25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to Education Code Section 42100(a).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative of  
Charter Approving Entity  
(Original signature required)  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

To the Superintendent of Public Instruction:

2024-25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100(a).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
County Superintendent/Designee  
(Original signature required)

Richmond Charter Academy  
West Contra Costa Unified  
Contra Costa County

2024-25 Unaudited Actuals  
Charter School Alternative Form

07 61796 0126805  
Form ALT  
F8A9CE9PYH(2024-25)

# CHARTER SCHOOL UNAUDITED ACTUALS

## FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2024 to June 30, 2025

Charter School Name: Richmond Charter Academy

CDS #: 07-61796-0126805

Charter Approving Entity: West Contra Costa Unified

County: Contra Costa

Charter #: 1441

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

X **Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900-6920, 7438, 9400-9489, 9660-9669, 9796, and 9797)**

**Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6700, 7438, 7439, and 9711-9789)**

Description	Object Code	Unrestricted	Restricted	Total
<b>A. REVENUES</b>				
1. LCFF Sources				
State Aid - Current Year	8011	1,633,342.00		1,633,342.00
Education Protection Account State Aid - Current Year	8012	862,425.00		862,425.00
State Aid - Prior Years	8019	10,689.46		10,689.46
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,069,035.00		1,069,035.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		3,575,491.46	0.00	3,575,491.46
2. Federal Revenues (see NOTE in Section L)				
Every Student Succeeds Act	8290		110,334.00	110,334.00
Special Education - Federal	8181, 8182		47,527.00	47,527.00
Child Nutrition - Federal	8220		64,350.99	64,350.99
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299	.19	33,800.00	33,800.19
Total, Federal Revenues		.19	256,011.99	256,012.18
3. Other State Revenues				
Special Education - State	StateRev SE		257,806.00	257,806.00
All Other State Revenues	StateRev AO	53,257.43	811,232.77	864,490.20
Total, Other State Revenues		53,257.43	1,069,038.77	1,122,296.20
4. Other Local Revenues				
All Other Local Revenues	LocalRev AO	1,535,450.75		1,535,450.75
Total, Local Revenues		1,535,450.75	0.00	1,535,450.75
5. TOTAL REVENUES		5,164,199.83	1,325,050.76	6,489,250.59
<b>B. EXPENDITURES (see NOTE in Section L)</b>				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	371,110.40	320,927.12	692,037.52
Certificated Pupil Support Salaries	1200	81,999.96		81,999.96
Certificated Supervisors' and Administrators' Salaries	1300	317,711.80		317,711.80
Other Certificated Salaries	1900			0.00
Total, Certificated Salaries		770,822.16	320,927.12	1,091,749.28
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	268,556.84	112,623.58	381,180.42
Noncertificated Support Salaries	2200	75,777.44		75,777.44
Noncertificated Supervisors' and Administrators' Salaries	2300			0.00
Clerical, Technical and Office Salaries	2400	113,330.50		113,330.50
Other Noncertificated Salaries	2900			0.00
Total, Noncertificated Salaries		457,664.78	112,623.58	570,288.36
3. Employee Benefits				
STRS	3101-3102			0.00
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	98,791.03	26,181.30	124,972.33

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Health and Welfare Benefits	3401-3402	104,365.10	36,831.97	141,197.07
Unemployment Insurance	3501-3502	8,696.75	3,069.21	11,765.96
Workers' Compensation Insurance	3601-3602	26,520.94	9,359.63	35,880.57
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902	(16,615.68)		(16,615.68)
Total, Employee Benefits		221,758.14	75,442.11	297,200.25
<b>4. Books and Supplies</b>				
Approved Textbooks and Core Curricula Materials	4100	131,097.83	18,962.03	150,059.86
Books and Other Reference Materials	4200	34.83	230.10	264.93
Materials and Supplies	4300	86,930.33	56,254.63	143,184.96
Noncapitalized Equipment	4400	9,155.81		9,155.81
Food	4700	23,149.43	124,427.01	147,576.44
Total, Books and Supplies		250,368.23	199,873.77	450,242.00
<b>5. Services and Other Operating Expenditures</b>				
Subagreements for Services	5100	705,214.69	241,091.09	946,305.78
Travel and Conferences	5200	2,161.55		2,161.55
Dues and Memberships	5300	13,076.71		13,076.71
Insurance	5400	58,370.19		58,370.19
Operations and Housekeeping Services	5500	203,609.34		203,609.34
Rentals, Leases, Repairs, and Noncap. Improvements	5600	787,035.96	360,699.79	1,147,735.75
Transfers of Direct Costs	5700-5799	20,916.05	(20,916.05)	0.00
Professional/Consulting Services and Operating Expend.	5800	592,975.40	35,309.35	628,284.75
Communications	5900	16,450.71		16,450.71
Total, Services and Other Operating Expenditures		2,399,810.60	616,184.18	3,015,994.78
<b>6. Capital Outlay</b>				
(Objects 6100-6170, 6200-6700 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major				
Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Lease Assets	6600			0.00
Subscription Assets	6700			0.00
Depreciation Expense (accrual basis only)	6900	481,328.14		481,328.14
Amortization Expense - Lease Assets (accrual basis only)	6910			0.00
Amortization Expense - Subscription Assets (accrual basis only)	6920			0.00
Total, Capital Outlay		481,328.14	0.00	481,328.14
<b>7. Other Outgo</b>				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00
<b>8. TOTAL EXPENDITURES</b>		4,581,752.05	1,325,050.76	5,906,802.81
<b>Description</b>	<b>Object Code</b>	<b>Unrestricted</b>	<b>Restricted</b>	<b>Total</b>
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		582,447.78	0.00	582,447.78
<b>D. OTHER FINANCING SOURCES / USES</b>				

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1.	Other Sources	8930-8979			0.00
	Less:				
2.	Other Uses	7630-7699			0.00
3.	Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			0.00
4.	TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)</b>			582,447.78	0.00	582,447.78
<b>F. FUND BALANCE / NET POSITION</b>					
1.	Beginning Fund Balance/Net Position				
a.	As of July 1	9791	(880,516.00)	374,007.00	(506,509.00)
b.	Adjustments/Restatements	9793, 9795	811,992.00	(374,007.00)	437,985.00
c.	Adjusted Beginning Fund Balance /Net Position		(68,524.00)	0.00	(68,524.00)
2.	Ending Fund Balance /Net Position, June 30 (E+F1c)		513,923.78	0.00	513,923.78
<b>Components of Ending Fund Balance (Modified Accrual Basis only)</b>					
a.	Nonspendable				
1.	Revolving Cash (equals Object 9130)	9711			0.00
2.	Stores (equals Object 9320)	9712			0.00
3.	Prepaid Expenditures (equals Object 9330)	9713			0.00
4.	All Others	9719			0.00
b.	Restricted	9740			0.00
c.	Committed				
1.	Stabilization Arrangements	9750			0.00
2.	Other Commitments	9760			0.00
d.	Assigned	9780			0.00
e.	Unassigned/Unappropriated				
1.	Reserve for Economic Uncertainties	9789			0.00
2.	Unassigned/Unappropriated Amount	9790M			0.00
3.	<b>Components of Ending Net Position (Accrual Basis only)</b>				
a.	Net Investment in Capital Assets	9796	4,491,494.76		4,491,494.76
b.	Restricted Net Position	9797			0.00
c.	Unrestricted Net Position	9790A	(3,977,570.98)	0.00	(3,977,570.98)
Description		Object Code	Unrestricted	Restricted	Total
<b>G. ASSETS</b>					
1.	Cash				
	In County Treasury	9110			0.00
	Fair Value Adjustment to Cash in County Treasury	9111			0.00
	In Banks	9120	1,933,300.92		1,933,300.92
	In Revolving Fund	9130			0.00
	With Fiscal Agent/Trustee	9135			0.00
	Collections Awaiting Deposit	9140			0.00
2.	Investments	9150			0.00
3.	Accounts Receivable	9200	171,111.40		171,111.40
4.	Due from Grantor Governments	9290	2,132,599.08		2,132,599.08
5.	Stores	9320			0.00
6.	Prepaid Expenditures (Expenses)	9330	93,032.64		93,032.64
7.	Other Current Assets	9340	25,000.00		25,000.00
8.	Lease Receivable	9380	9,029,012.00		9,029,012.00
9.	Capital Assets (accrual basis only)	9400-9489	4,491,494.76		4,491,494.76
10.	TOTAL ASSETS		17,875,550.80	0.00	17,875,550.80
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1.	Deferred Outflows of Resources	9490			0.00
2.	TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
<b>I. LIABILITIES</b>					
1.	Accounts Payable	9500	7,283,225.66		7,283,225.66
2.	Due to Grantor Governments	9590			0.00
3.	Current Loans	9640			0.00

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4.	Unearned Revenue	9650	23,878.36	23,878.36
5.	Long-Term Liabilities (accrual basis only)	9660-9669	10,054,523.00	10,054,523.00
6.	TOTAL LIABILITIES		17,361,627.02	17,361,627.02
J.	DEFERRED INFLOWS OF RESOURCES			
1.	Deferred Inflows of Resources	9690		0.00
2.	TOTAL DEFERRED INFLOWS		0.00	0.00
K.	FUND BALANCE /NET POSITION			
	Ending Fund Balance /Net Position, June 30 (G10 + H2) - (I6 + J2)			
	(must agree with Line F2)		513,923.78	513,923.78

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. NONE	\$ 0.00	0.00	0.00
b.			0.00
c.			0.00
d.			0.00
e.			0.00
f.			0.00
g.			0.00
h.			0.00
i.			0.00
j.			0.00
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures		Amount
		(Enter "0.00" if none)
a. Certificated Salaries	1000-1999	0.00
b. Noncertificated Salaries	2000-2999	0.00
c. Employee Benefits	3000-3999	0.00
d. Books and Supplies	4000-4999	0.00
e. Services and Other Operating Expenditures	5000-5999	0.00
TOTAL COMMUNITY SERVICES EXPENDITURES		0.00

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Date of Presidential Disaster Declaration	Brief Description (If no amounts, indicate "None")	Amount
a.	None	0.00
b.		
c.		
d.		
TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)		0.00

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2023-24 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2026-27.

a.	Total Expenditures (B8)	5,906,802.81
b.	Less Federal Expenditures (Total A2)	
	[Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	256,012.18
c.	Subtotal of State & Local Expenditures	5,650,790.63
	[a minus b]	
d.	Less Community Services	0.00
	[L2 Total]	
e.	Less Capital Outlay & Debt Service	481,328.14
	[Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600, 6700, 6910 and 6920]	
f.	Less Supplemental Expenditures made as the result of a Presidentially	0.00

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Declared Disaster

TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE

[c minus d minus e minus f]

\$ 5,169,462.49

## Coversheet

### Review and Consideration of Approval of Get Empowered MOU 2025-26 for Downtown Charter Academy

**Section:** V. Business II  
**Item:** I. Review and Consideration of Approval of Get Empowered MOU 2025-26 for Downtown Charter Academy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Get Empowered DCA October-May 2025.docx.pdf





## Memorandum of Understanding

This Memorandum of Understanding is made on 8/21/2025 with an effective date of 10/1/2025 by and between Downtown Charter Academy (c/o Amethod Public Schools), 1450 Marina Way South, Richmond CA 94804, hereinafter "AMPS" or "school" and Get Empowered, 2025 Pioneer Court, San Mateo, CA 94403 hereinafter "Vendor" or "Contractor".

The parties hereby bind themselves to undertake a Memorandum of Understanding ("MOU") under the following terms and conditions:

**TERM.** The term of this MOU shall be for the months of October 2025-May 2026 unless terminated sooner in accordance with the terms of this MOU (the "Term").

**INSURANCE AND DOCUMENT REQUIREMENTS:** Get Empowered will provide the required insurance and contractor certification documents as requested by Amethod Public Schools:

1. Minimum Insurance Requirements. Prior to the beginning, and throughout the duration of services to be performed, or as otherwise provided herein, Contractor shall, at its expense, procure and maintain the following minimum levels of coverage:
  - (A) Commercial General Liability Insurance which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage, including products-completed operations. Such policy shall include Contractual Liability coverage and shall be endorsed to include the School, its directors, officers, employees, agents, and volunteers as additional insureds on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor. Such additional insured coverage shall be as broad as that provided by ISO form CG 20 10 (ongoing operations) and CG 20 37 (completed operations).



*The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.*

- (B) Business Automobile Liability insurance which shall be as broad as ISO form CA 00 01 covering bodily injury and property damage with a combined single limit of not less than \$1,000,000 per accident for all owned, non-owned, and hired automobiles used in connection with the services or operations to be performed under this Agreement.
- (C) Workers' Compensation Insurance with statutory limits, and Employer's Liability insurance with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the School, its directors, officers, employees, agents, and volunteers.

## 2. Provisions Applicable to All Insurance Requirements.

(a). Acceptability of Insurers. Unless otherwise reviewed and accepted by the School, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in California, or approved by the Surplus Lines Association.

(b) Verification of Coverage. Contractor shall furnish the School with Certificates of Insurance and applicable endorsements effecting coverage required by this Agreement on forms satisfactory to the School. The certificates of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received by the School before work commences. Acceptance of Contractor's Certificates of Insurance does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is Contractor's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the School to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the School, in this or any regard.



(c). Primary and Noncontributory. The insurance required to be maintained by Contractor shall be primary with respect to all claims arising out of Contractor's performance and/or activities under this Agreement, and any insurance or self-insurance maintained by the School shall be excess only, and not be required to contribute with it.

(d) Umbrella or Excess Insurance. Any Umbrella or Excess insurance shall also apply on a primary and noncontributory basis for the benefit of the School, before the School's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

(e). Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

(f). Severability of Interest (Cross Liability). A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

(g) Notices; Cancellation or Reduction of Coverage. No policy required to be maintained by Contractor shall be canceled and not replaced with equivalent coverage without thirty (30) days prior written notice to the School, unless cancellation is due to the non-payment of premium, in which case, ten (10) days prior written notice shall be provided.

## SERVICES PROVIDED.

Get Empowered will provide instructors for the following programs:

Downtown Charter Academy

Location: 2000 Dennison St, Oakland, California 94606

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- ASES Afterschool Club(s): Muay Thai
  - Location: Downtown Charter Academy
    - 2000 Dennison St, Oakland, CA 94606
  - Every Monday from 4:15pm to 5:15pm for the following dates:
    - 10/6, 10/20, 10/27, 11/3, 11/17, 12/1, 12/8, 12/15, 1/12, 1/26, 2/2, 2/9, 2/23, 3/2, 3/9, 3/16, 3/23, 3/30, 4/13, 4/20, 4/27, 5/4, 5/11, 5/18
  - DCA will provide a classroom to practice. All supplies provided by DCA will remain the property of DCA and must stay on the school grounds.
- ASES Afterschool Club(s): Cooking Nutrition
  - Location: Downtown Charter Academy
    - 2000 Dennison St, Oakland, CA 94606
  - Every Tuesday from 4:15pm to 5:15pm for the following dates:
    - 10/7, 10/14, 10/21, 10/28, 11/4, 11/18, 12/2, 12/9, 12/16, 1/6, 1/13, 1/20, 1/27, 2/3, 2/10, 2/24, 3/3, 3/10, 3/17, 3/24, 3/31, 4/14, 4/21, 4/28, 5/5, 5/12, 5/19, 5/26
  - DCA will provide a classroom to practice. All supplies provided by DCA will remain the property of DCA and must stay on the school grounds.
- ASES Afterschool Club(s): Visual Art
  - Location: Downtown Charter Academy
    - 2000 Dennison St, Oakland, CA 94606
  - Every Tuesday/Thursday from 4:15pm to 5:15pm and every Friday from 1:30-3:30 for the following dates:
    - Tuesdays: 10/7, 10/14, 10/21, 10/28, 11/4, 11/18, 12/2, 12/9, 12/16, 1/6, 1/13, 1/20, 1/27, 2/3, 2/10, 2/24, 3/3, 3/10, 3/17, 3/24, 3/31, 4/14, 4/21, 4/28, 5/5, 5/12, 5/19 and 5/26
    - Thursdays: 10/2, 10/9, 10/16, 10/23, 10/30, 11/6, 11/13, 11/20, 12/4, 12/11, 12/18, 1/8, 1/15, 1/22, 1/29, 2/5, 2/12, 2/19, 2/26, 3/5, 3/12, 3/19, 3/26, 4/2, 4/16, 4/23, 4/30, 5/7, 5/14, 5/21, 5/28
    - Fridays: 10/3, 10/10, 10/17, 10/31, 11/7, 11/14, 11/21, 12/5, 12/12, 12/19, 1/9, 1/16, 1/23, 1/30, 2/6, 2/20, 2/27, 3/6, 3/20, 4/3, 4/17, 4/24, 5/1, 5/8, 5/15, 5/22, 5/29
  - DCA will provide a classroom to practice. All supplies provided by DCA will remain the property of DCA and must stay on the school grounds.



- **ASES Afterschool Club(s): Soccer**
  - Location: Downtown Charter Academy
    - 2000 Dennison St, Oakland, CA 94606
  - Every Wednesday from 4:15 pm to 5:15pm for the following dates:
    - 10/1, 10/8, 10/15, 10/22, 10/29, 11/5, 11/12, 11/19, 12/3, 12/10, 12/17, 1/7, 1/14, 1/21, 1/28, 2/4, 2/11, 2/18, 2/25, 3/4, 3/11, 3/18, 3/25, 4/1, 4/15, 4/22, 4/29, 5/6, 5/13, 5/20, 5/27
  - DCA will provide a classroom to practice. All supplies provided by DCA will remain the property of DCA and must stay on the school grounds.
- **ASES Afterschool Club(s): Product Design**
  - Location: Downtown Charter Academy
    - 2000 Dennison St, Oakland, CA 94606
  - Every Wednesday from 4:15 pm to 5:15pm for the following dates:
    - 10/1, 10/8, 10/15, 10/22, 10/29, 11/5, 11/12, 11/19, 12/3, 12/10, 12/17, 1/7, 1/14, 1/21, 1/28, 2/4, 2/11, 2/18, 2/25, 3/4, 3/11, 3/18, 3/25, 4/1, 4/15, 4/22, 4/29, 5/6, 5/13, 5/20, 5/27
  - DCA will provide a classroom to practice. All supplies provided by DCA will remain the property of DCA and must stay on the school grounds.
- **ASES Afterschool Club(s): Jiu-Jitsu**
  - Location: Downtown Charter Academy
    - 2000 Dennison St, Oakland, CA 94606
  - Every Thursday from 4:15pm to 5:15pm for the following dates:
    - 10/2, 10/9, 10/16, 10/23, 10/30, 11/6, 11/13, 11/20, 12/4, 12/11, 12/18, 1/8, 1/15, 1/22, 1/29, 2/5, 2/12, 2/19, 2/26, 3/5, 3/12, 3/19, 3/26, 4/2, 4/16, 4/23, 4/30, 5/7, 5/14, 5/21, 5/28
  - DCA will provide a classroom to practice. All supplies provided by DCA will remain the property of DCA and must stay on the school grounds.
- **ASES Afterschool Club(s): Drumming**
  - Location: Downtown Charter Academy
    - 2000 DennisonSt, Oakland, CA 94606
  - Every Thursday from 4:15pm to 5:15pm for the following dates:
    - 10/2, 10/9, 10/16, 10/23, 10/30, 11/6, 11/13, 11/20, 12/4, 12/11, 12/18, 1/8, 1/15, 1/22, 1/29, 2/5, 2/12, 2/19, 2/26, 3/5, 3/12, 3/19, 3/26, 4/2, 4/16, 4/23, 4/30, 5/7, 5/14, 5/21, 5/28



- DCA will provide a classroom to practice. All supplies provided by DCA will remain the property of DCA and must stay on the school grounds.
- ASES Afterschool Club(s): Circus
  - Location: Downtown Charter Academy
    - 2000 Dennison St, Oakland, CA 94606
  - Every Friday from 1:30 pm to 3:30pm for the following dates:
    - 10/3, 10/10, 10/17, 10/31, 11/7, 11/14, 11/21, 12/5, 12/12, 12/19, 1/9, 1/16, 1/23, 1/30, 2/6, 2/20, 2/27, 3/6, 3/20, 4/3, 4/17, 4/24, 5/1, 5/8, 5/15, 5/22, 5/29
  - DCA will provide a classroom to practice. All supplies provided by DCA will remain the property of DCA and must stay on the school grounds.
- ASES Afterschool Club(s): Yoga
  - Location: Downtown Charter Academy
    - 2000 Dennison St, Oakland, CA 94606
  - Every Friday from 1:30 pm to 3:30pm for the following dates:
    - 10/3, 10/10, 10/17, 10/31, 11/7, 11/14, 11/21, 12/5, 12/12, 12/19, 1/9, 1/16, 1/23, 1/30, 2/6, 2/20, 2/27, 3/6, 3/20, 4/3, 4/17, 4/24, 5/1, 5/8, 5/15, 5/22, 5/29
  - DCA will provide a classroom to practice. All supplies provided by DCA will remain the property of DCA and must stay on the school grounds.
- ASES Afterschool Club(s): Dance
  - Location: Downtown Charter Academy
    - 2000 Dennison St, Oakland, CA 94606
  - Every Friday from 1:30 pm to 3:30pm for the following dates:
    - 10/3, 10/10, 10/17, 10/31, 11/7, 11/14, 11/21, 12/5, 12/12, 12/19, 1/9, 1/16, 1/23, 1/30, 2/6, 2/20, 2/27, 3/6, 3/20, 4/3, 4/17, 4/24, 5/1, 5/8, 5/15, 5/22, 5/29
  - DCA will provide a classroom to practice. All supplies provided by DCA will remain the property of DCA and must stay on the school grounds.

#### FEE FOR SERVICE.

\$175.00 per hour/per club session except Cooking Nutrition which is \$250.00 per hour/per club. Total payment for services rendered for all programming for DCA

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per this MOU shall not exceed \$81,025. The total for 25/26 program services for DCA shall not exceed \$98,700.

**REPRESENTATIONS AND WARRANTIES.** Each party to this MOU represents and warrants to the other party that he/she/it:-

- (a) has full power, authority and legal right to execute and perform this MOU;
- (b) has taken all necessary legal and corporate action to authorize the execution and performance of this MOU;
- (c) this MOU constitutes the legal, valid and binding obligations of such party in accordance with its terms; and
- (d) shall act in good faith to give effect to the intent of this MOU and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this MOU.

**TERMINATION.** Either party may terminate its performance of related obligations under this MOU if the other party fails to rectify a material breach under a portion of this MOU within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such a case, the non-breaching Party shall be entitled, without further notice, to cancel that Party's involvement pursuant to the MOU, without prejudice to any claim for damages, breach of contract or otherwise. The parties agree that the failure or termination of any portion or relevant provision of this MOU will not be a basis for terminating other severable obligations or provisions of this MOU, unless the failure or breach is such that the entire MOU loses substantially all its value to the non-breaching party.

**REMEDIES ON DEFAULT.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this MOU (including without limitation the failure to make a monetary payment when due), the other party may terminate the MOU by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this MOU.

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**FORCE MAJEURE.** If performance of this MOU or any obligation under this MOU is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**NOTICE.** Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**ASSIGNMENT.** Neither party may assign or transfer this MOU without prior written consent of the other party, which consent shall not be unreasonably withheld.

**ENTIRE AGREEMENT.** This MOU contains the entire agreement of the parties regarding the subject matter of this MOU, and there are no other promises or conditions in any other agreement whether oral or written. This MOU supersedes any prior written or oral agreements between the parties.

**AMENDMENT.** This MOU may be modified or amended if the amendment is made in writing and signed by both parties.





**SEVERABILITY.** If any provision of this MOU shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHTS.** The failure of either party to enforce any provision of this MOU shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this MOU.

**GOVERNING LAW.** This MOU shall be governed by and construed in accordance with the laws of California.

**AMETHOD PUBLIC SCHOOLS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**VENDOR: Get Empowered:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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SEND INVOICES AND BILLS TO:

Name and Title

Amethod Public Schools Accounts Payable

Address

1450 Marina Way South Suite 300

City

State

Zip

Richmond, CA 94804

Phone

510-436-0172

Email

apsupport@amethodschools.org

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## Coversheet

### Review and Consideration of Approval of Get Empowered MOU 2025-26 for Oakland Charter Academy

**Section:** V. Business II  
**Item:** J. Review and Consideration of Approval of Get Empowered MOU 2025-  
26 for Oakland Charter Academy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Get Empowered OCA 2025-2026.docx.pdf



## Memorandum of Understanding

This Memorandum of Understanding is made on 8/13/2025 with an effective date of 8/25/2025 by and between Oakland Charter Academy (c/o Amethod Public Schools), 4215 Foothill Blvd Oakland, CA 94601, hereinafter "AMPS" or "School" and Get Empowered, 2025 Pioneer Court, San Mateo, CA 94403 hereinafter "Vendor" or "Contractor".

The parties hereby bind themselves to undertake a Memorandum of Understanding ("MOU") under the following terms and conditions:

**TERM.** The term of this MOU shall be for the 2025-2026 Academic Year unless terminated sooner in accordance with the terms of this MOU (the "Term").

**INSURANCE AND DOCUMENT REQUIREMENTS:** Get Empowered will provide the required insurance and contractor certification documents as requested by Amethod Public Schools:

1. **Minimum Insurance Requirements.** Prior to the beginning, and throughout the duration of services to be performed, or as otherwise provided herein, Contractor shall, at its expense, procure and maintain the following minimum levels of coverage:
  - (A) Commercial General Liability Insurance which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage, including products-completed operations. Such policy shall include Contractual Liability coverage and shall be endorsed to include the School, its directors, officers, employees, agents, and volunteers as additional insureds on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor. Such additional insured coverage shall be as broad as that provided by ISO form CG 20 10 (ongoing operations) and CG 20 37 (completed operations).

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*The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.*

- (B) Business Automobile Liability insurance which shall be as broad as ISO form CA 00 01 covering bodily injury and property damage with a combined single limit of not less than \$1,000,000 per accident for all owned, non-owned, and hired automobiles used in connection with the services or operations to be performed under this Agreement.
- (C) Workers' Compensation Insurance with statutory limits, and Employer's Liability insurance with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the School, its directors, officers, employees, agents, and volunteers.

## 2. Provisions Applicable to All Insurance Requirements.

(a). Acceptability of Insurers. Unless otherwise reviewed and accepted by the School, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in California, or approved by the Surplus Lines Association.

(b) Verification of Coverage. Contractor shall furnish the School with Certificates of Insurance and applicable endorsements effecting coverage required by this Agreement on forms satisfactory to the School. The certificates of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received by the School before work commences. Acceptance of Contractor's Certificates of Insurance does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is Contractor's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the School to obtain proof of insurance required under this



Agreement shall not in any way be construed to be a waiver of any right or remedy of the School, in this or any regard.

(c). Primary and Noncontributory. The insurance required to be maintained by Contractor shall primary with respect to all claims arising out of Contractor's performance and/or activities under this Agreement, and any insurance or self-insurance maintained by the School shall be excess only, and not be required to contribute with it.

(d) Umbrella or Excess Insurance. Any Umbrella or Excess insurance shall also apply on a primary and noncontributory basis for the benefit of the School, before the School's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

(e). Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

(f). Severability of Interest (Cross Liability). A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

(g) Notices; Cancellation or Reduction of Coverage. No policy required to be maintained by Contractor shall be canceled and not replaced with equivalent coverage without thirty (30) days prior written notice to the School, unless cancellation is due to the non-payment of premium, in which case, ten (10) days prior written notice shall be provided.



## SERVICES PROVIDED.

Get Empowered will provide instructors for the following programs:

Oakland Charter Academy

Location: 4215 Foothill Blvd Oakland, CA 94601

- ASES Afterschool Club(s): Cooking Nutrition
  - Location: Oakland Charter Academy
    - 4215 Foothill Blvd Oakland, CA 94601
  - Every Monday from 4:00pm to 6:00pm for the following dates:
    - 8/25, 9/8, 9/15, 9/22, 9/29, 10/6, 10/20, 10/27, 11/3, 11/17, 12/1, 12/8, 12/15, 1/12, 1/26, 2/2, 2/9, 2/23, 3/2, 3/9, 3/16, 3/23, 3/30, 4/13, 4/20, 4/27, 5/4, 5/11, 5/18
  - Classes will not be in session on 9/1, 10/16, 11/10, 11/24, 12/22, 12/29, 1/5, 1/19, 2/16, 4/6
  - The last day of ASES classes will be 5/18.
  - OCA will provide a classroom to practice. All supplies provided by OCA will remain the property of OCA and must stay on the school grounds.
- ASES Afterschool Club(s): Basketball
  - Location: Oakland Charter Academy
    - 4215 Foothill Blvd Oakland, CA 94601
  - Every Thursday from 4:00pm to 6:00pm for the following dates:
    - 8/28, 9/4, 9/11, 9/18, 9/25, 10/2, 10/9, 10/16, 10/23, 10/30, 11/6, 11/13, 11/20, 12/4, 12/11, 12/18, 1/8, 1/15, 1/22, 1/29, 2/5, 2/12, 2/19, 2/26, 3/5, 3/12, 3/19, 3/26, 4/2, 4/16, 4/23, 4/30, 5/7, 5/14, 5/21, 5/28
  - Classes will not be in session on 11/27, 12/25, 1/1, 4/9
  - The last day of ASES classes will be 5/28.
  - OCA will provide a classroom to practice. All supplies provided by OCA will remain the property of OCA and must stay on the school grounds.

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#### FEE FOR SERVICE.

\$250 per hour/per club session for Cooking Nutrition and \$200 per hour/per club session for Basketball. Total payment for services rendered for all programming for OCA shall not exceed \$28,900.

**REPRESENTATIONS AND WARRANTIES.** Each party to this MOU represents and warrants to the other party that he/she/it:-

- (a) has full power, authority and legal right to execute and perform this MOU;
- (b) has taken all necessary legal and corporate action to authorize the execution and performance of this MOU;
- (c) this MOU constitutes the legal, valid and binding obligations of such party in accordance with its terms; and
- (d) shall act in good faith to give effect to the intent of this MOU and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this MOU.

**TERMINATION.** Either party may terminate its performance of related obligations under this MOU if the other party fails to rectify a material breach under a portion of this MOU within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such a case, the non-breaching Party shall be entitled, without further notice, to cancel that Party's involvement pursuant to the MOU, without prejudice to any claim for damages, breach of contract or otherwise. The parties agree that the failure or termination of any portion or relevant provision of this MOU will not be a basis for terminating other severable obligations or provisions of this MOU, unless the failure or breach is such that the entire MOU loses substantially all its value to the non-breaching party.

**REMEDIES ON DEFAULT.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this MOU (including without limitation the failure to make a monetary payment when due), the other party may terminate the MOU by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a

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party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this MOU.

**FORCE MAJEURE.** If performance of this MOU or any obligation under this MOU is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**NOTICE.** Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**ASSIGNMENT.** Neither party may assign or transfer this MOU without prior written consent of the other party, which consent shall not be unreasonably withheld.

**ENTIRE AGREEMENT.** This MOU contains the entire agreement of the parties regarding the subject matter of this MOU, and there are no other promises or conditions in any other agreement whether oral or written. This MOU supersedes any prior written or oral agreements between the parties.

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• [www.amethodschools.org](http://www.amethodschools.org)



**AMENDMENT.** This MOU may be modified or amended if the amendment is made in writing and signed by both parties.

**SEVERABILITY.** If any provision of this MOU shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHTS.** The failure of either party to enforce any provision of this MOU shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this MOU.

**GOVERNING LAW.** This MOU shall be governed by and construed in accordance with the laws of California.

**AMETHOD PUBLIC SCHOOLS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**VENDOR: Get Empowered:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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• [www.amethodschools.org](http://www.amethodschools.org)



SEND INVOICES AND BILLS TO:

Name and Title

Amethod Public Schools Accounts Payable

Address

1450 Marina Way South Suite 300

City

State

Zip

Richmond, CA 94804

Phone

510-436-0172

Email

apsupport@amethodschools.org

1450 Marina Way S., Richmond, CA 94804 • Office 510.436.0172 • Fax 510.436.0173

• [www.amethodschools.org](http://www.amethodschools.org)

# Coversheet

## Review and Consideration of Approval of Literacy/Dyslexia Screening Tool

**Section:** V. Business II  
**Item:** K. Review and Consideration of Approval of Literacy/Dyslexia Screening  
Tool  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Revised CA- Amethod Public Schools (Benito Juarez ES) -RDRS- mClass D8 K-2 250730.pdf



## Price Quote

### Amplify

55 Washington Street, Suite 800  
Brooklyn, NY 11201  
Phone: (800) 823-1969  
Fax: (646) 403-4700

Quote #: Q-576959-1  
Date: 7/30/2025  
Expires On: 8/29/2025  
Delivery Service Level: Standard

### Customer Contact Information

Michelle Coleman  
Amethod Public Schools  
5103748064  
mcoleman@amethodschools.org

### Amplify Contact Information

Lance Burbank  
Account Executive  
lburbank@amplify.com

Benito Juarez Elementary School  
mClass D8  
K-2  
1 Year

### Licenses

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
mCLASS California Grades K-2 1yr DIBELS 8th Ed Annual Student License - 1yr (2025-2026)	180.00	\$9.00	\$1,620.00
TOTAL			\$1,620.00

### Professional Development

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
mCLASS DIBELS 8th Ed Adm. & Scor. Training for Teachers (1/2 Day Remote)	1.00	\$750.00	\$750.00
TOTAL		\$750.00	\$750.00

SUBTOTAL	\$2,370.00
ESTIMATED SALES TAX (10%)	\$0.00
GRAND TOTAL	\$2,370.00

### Scope and Duration

#### Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.

- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2025 until 06/30/2026.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

### Quote Special Terms

California Sales Tax

Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

Special State Pricing

Please note that the pricing above reflects specific state pricing. For additional information on the state pricing, please contact your Account Executive.

### How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit [amplify.com/ordering-support](https://www.amplify.com/ordering-support) to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

**Please include these three documents with your order:**

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

**If submitting a purchase order:**

To expedite your order, please visit [amplify.com/ordering-support](https://www.amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to [IncomingPO@amplify.com](mailto:IncomingPO@amplify.com) or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

**If submitting your order via credit card:**

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

**If submitting your order via sending a check:**

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: [amplify.com/ordering-support](https://amplify.com/ordering-support).**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](https://amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

## Terms & Conditions

1. **Scope.** These Terms and Conditions (the “Customer Terms”) are a legal agreement between Amplify Education, Inc. (“Amplify”) and your school, district, state agency, or other educational organization (“you” or “Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the “Quote”). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the “Agreement”). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify’s [Acceptable Use Policy](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://amplify.com/acceptable-use) (“AUP”). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the “Term”), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. “Authorized School User” means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User’s access and use of the Products will be subject to Amplify’s AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, “Export Laws”). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are “commercial items” (as defined at 48 CFR 2.101), comprising “commercial computer software” and “commercial computer software documentation,” as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade

secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://amplify.com/virtual-patent-marking)).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://amplify.com/customer-privacy) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](https://amplify.com/customer-privacy) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](https://amplify.com/privacy-security) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](https://amplify.com/customer-requirements).

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES



RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

## Coversheet

### Review and Consideration of Approval of 2024-25 Prop 28 Reporting- Oakland Charter High School

**Section:** V. Business II  
**Item:** L. Review and Consideration of Approval of 2024-25 Prop 28 Reporting-  
Oakland Charter High School  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Proposition\_28\_Annual\_report\_OCHS\_FY24-25.pdf

**Proposition 28: Arts and Music in Schools Funding**  
**Annual Report**  
**Fiscal Year 2024-25**

Name: Oakland Charter High School

CDS Code: 01-61259-0114868

Charter School Number: 0883

Allocation Year: 2024-25

1. Narrative description of the Prop 28 arts education programs(s) funded:
  - None in FY24-25.
2. Number of full-time equivalent teachers(certificated) in AMS funded programs:   0
3. Number of full-time equivalent personnel (classified) in AMS funded programs:   0
4. Number of full-time equivalent teaching aides in AMS funded programs:   0
5. Number of students served in AMS funded programs:   0
6. Number of school sites providing arts education programs funded by AMS:   0

## Coversheet

### Review and Consideration of Approval of Updated Stipends/ Salary Bands

<b>Section:</b>	V. Business II
<b>Item:</b>	M. Review and Consideration of Approval of Updated Stipends/ Salary Bands
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	DRAFT 2025-26 SS Bands for Board 8.28.2025.pdf DRAFT 2025-26 HO Bands for Board 8.28.2025.pdf

2025-26 School Site Salary Bands					Bachelor's Degree		Master's Degree	
1100 Teacher Certificated					Salary Low	Salary High	Salary Low	Salary High
1100 Teacher Cert - Band 0	In-house LT Substitute	30-day Sub	0+		\$60,000	\$62,500	\$61,500	\$64,000
1100 Teacher Cert - Band 1	Teacher	STSP/PIP/Emergency	0+		\$65,000	\$67,500	\$66,500	\$69,000
1100 Teacher Cert - Band 2	Teacher	Intern Permit	0+		\$66,000	\$68,500	\$67,500	\$70,000
1100 Teacher Cert - Band 3	Teacher	Prelim	0+		\$70,000	\$73,000	\$71,500	\$74,500
1100 Teacher Cert - Band 4	Teacher	Clear	3+		\$77,000	\$84,000	\$79,500	\$85,500
1100 Teacher Cert - Band 5	Teacher	Clear	6+		\$81,000	\$88,000	\$83,500	\$89,500
1100 Teacher Cert - Band 6	Teacher	Clear	9+		\$85,000	\$95,000	\$86,500	\$96,500
1100 Teacher Cert - Education Specialist	Education Specialist				\$72,500	\$80,000	\$74,000	\$81,500
1300 Admin Certificated					Salary Low	Salary High		
1300 Admin Certificated	Assistant Principal				\$95,000	\$110,000		
1300 Admin Certificated	Dean of Students				\$95,000	\$105,000		
1300 Admin Certificated	Dean of Instruction				\$95,000	\$105,000		
1300 Admin Certificated	Intern Site Director				\$115,000	\$125,000		
1300 Admin Certificated	Site Director/Principal				\$125,000	\$145,000		
2100 Instructional Aids					Salary Low	Salary High		
2100 Instructional Aids	SPED Paraprofessionals				\$25.00	\$30.00		
2100 Instructional Aids	Instructional Aide				\$22.50	\$25.00		
2100 Instructional Aids	Expanded Learning Tutor				\$20.00	\$25.00		
	Expanded Learning Coordinator				\$65,000	\$75,000		
2200 Support Classified					Salary Low	Salary High		
2200 Support Classified	Lunch/Traffic Assistant	ervSafe Food Certification			\$18.00	\$20.00		
2200 Support Classified	Lunch Manager	ServSafe Food Manager			\$21.00	\$23.00		
2400 Classified Program Support					Salary Low	Salary High		
2400 Classified Program Support	Community Schools Manager				\$85,000	\$100,000		
2400 Classified Program Support	Community Schools Coordinator				\$75,000	\$82,500		
2400 Classified Program Support	School Counselor (PPS)	PPS, ERMHS			\$72,000	\$82,000		
2400 Classified Program Support (2200 per CI)	College Advisor (HS only)				\$69,000	\$75,000		
2400 Classified Program Support	Admin Assistant				\$20.00	\$25.00		
2400 Classified Program Support	Registrar				\$25.00	\$29.00		
STIPEND OPTIONS*								
Administrative Credential Stipend	\$2,500 per year							
Afterschool Club (High Schools)	\$50 per occurrence							
ASES Function/Club	\$50 per occurrence							
Athletic Director	\$5,000 per year							
Department Lead/Grade Level Lead	\$1,250 per semester							

Induction/Credential Mentoring	\$1,250 per mentee, per semester							
Paras Substitute Teaching for Teacher Absence (1-4 days)	\$50/Day on top of their regular pay							
Paras Substitute Teaching for Vacancy (5+ days)	\$100/Day on top of their regular pay							
Referral Bonus	\$500 after referral begins at AMPS							
	\$500 after referral completes first year only							
Relocation	\$1,500 reimbursement if relocating more than 150 miles							
Saturday School/School Function (2 hr minimum) - Salaried	\$50/hr per occurrence							
Sports Assistant Coach (HS)	\$2,000 per sport per season							
Sports Assistant Coach (MS)	\$1,000 per sport per season							
Sports Head Coach (HS)	\$3,250 per sport per season							
Sports Head Coach (MS)	\$1,500 per sport per season							
Summer School Teacher (Full)	\$60/hr							
Summer School Tutor (Full)	Regular hourly rate							
Teacher planning for vacancy	\$100/week per extra subject that the teacher is not already teaching							
Teacher teaching 3 preps/subjects	\$2,000 per semester							
Teachers substituting one period	\$50/Day (can only sub one extra period per day)							
	\$500 after referral completes first year only							
* hourly rate, if applicable, or stipend, whichever is greater								

<b>AMPS 2025-26 Home Office Salary Bands</b>				
<b>Position</b>	<b>Hourly or Salary</b>	<b>Exempt or Non Exempt</b>	<b>Salary Low</b>	<b>Salary High</b>
Technician/Custodial	Hourly	Non Exempt	<b>\$20.00</b>	<b>\$25.00</b>
Administrative Assistant	Hourly	Non Exempt	<b>\$20.00</b>	<b>\$25.00</b>
Lead Custodian/Maintenance	Hourly	Non Exempt	<b>\$25.00</b>	<b>\$30.00</b>
Associate (incl. Admin Asst)	Hourly	Non Exempt	<b>\$25.00</b>	<b>\$35.00</b>
Coordinator (incl. Exec Asst)	Salary	Exempt	<b>\$70,000</b>	<b>\$85,000</b>
Manager/Specialist	Salary	Exempt	<b>\$85,000</b>	<b>\$105,000</b>
Assistant Director	Salary	Exempt	<b>\$105,000</b>	<b>\$120,000</b>
Director	Salary	Exempt	<b>\$120,000</b>	<b>\$140,000</b>
Senior Director	Salary	Exempt	<b>\$140,000</b>	<b>\$175,000</b>
C-Level	Salary	Exempt	<b>\$175,000</b>	<b>\$210,000</b>
CEO	Salary	Exempt	<b>per Compensation Study</b>	



# Coversheet

## Review and Consideration of Approval of 2025-26 Celebration Speech Contract

<b>Section:</b>	V. Business II
<b>Item:</b>	N. Review and Consideration of Approval of 2025-26 Celebration Speech
Contract	
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	CSG-AMPS MC 2025-2026 FINAL SELPA Master Contract 8.6.25.pdf

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2025-2026*

# Master Contract

## GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Amethod Public Schools

Contract Year 2025-2026

           Nonpublic School

  X   Nonpublic Agency

### **Type of Contract:**

       ☒

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

       Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:                     

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

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**2025-2026**

**CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY:** Amethod Public Schools

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**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**  
Celebrations Speech Group Inc.

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2025, between Amethod Public Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the SELPA and Celebrations Speech Group Inc (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal,



the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA

## **6. INDIVIDUAL SERVICE AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent

compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to

themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. “Parent” means:

- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
- ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).
- vi. Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term “days” means calendar days unless otherwise specified.

h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

#### **10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

#### **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

#### **12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

### 13. **MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

### 14. **TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting.

To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

### 15. **INSURANCE**

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

#### **PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers'

Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.



The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## 16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

**18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

**19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.



The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq...

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

#### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

#### **25. CALENDARS**

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

## **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of



serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the individual's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back
6. Use prone containment.
7. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational

provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP,

subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy



pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR’s place of business and shall be submitted to the LEA and LEA student’s parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student’s annual or triennial review IEP team meeting for the purpose of reporting the student’s present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA’s sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional’s license, certification, or credential.

CONTRACTOR shall not charge the student’s parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil’s record and shall be made available to the LEA upon written request.

### **37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil’s teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught

by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

#### INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters,

when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

#### **41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

## 42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

## 43. MONITORING

The State Superintendent of Public Instruction (“Superintendent”), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**



CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test

clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **47. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

#### **48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, sign in/out procedures shall be followed by NPS/A providers working in a public-school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the

parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

## **HEALTH AND SAFETY MANDATES**

### **49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

### **52. INCIDENT/ACCIDENT REPORTING**



CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same.

CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

**59. PAYMENT FOR ABSENCES****NONPUBLIC SCHOOL STAFF ABSENCE**

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

**NONPUBLIC SCHOOL STUDENT ABSENCE**

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

**NONPUBLIC AGENCY STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

**NONPUBLIC AGENCY STUDENT ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

**60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

## **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.



If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

Celebrations Speech Group

**Nonpublic School/Agency**

**LEA Name**

**By:**



**Signature**

**Date 7/24/25**

Chimezie Chidi Clinic Director

**By:**

**Signature**

**Date**

**Name and Title of Authorized Representative**

**Name and Title of Authorized Representative**

**Notices to CONTRACTOR shall be addressed to:**

**Notices to LEA shall be addressed to:**

Chimezie Chidi Clinic Director

<b>Name and Title</b> Celebrations Speech Group Inc.	<b>Name and Title</b>
<b>Nonpublic School/Agency/Related Service Provider</b>	<b>LEA</b>
Mailing Address: PO Box 165	
<b>Address</b> Brentwood CA 94513	<b>Address</b>
<b>City State Zip</b> 925-759-6519 (925) 401-9510	<b>City State Zip</b>
<b>Phone Fax</b> celebrationspeechgroup@yahoo.com	<b>Phone Fax</b>
<b>Email</b>	<b>Email</b>

**Additional LEA Notification  
(Required if completed)**

**Name and Title**

**Address**

**City State Zip**

**Phone Fax**

**Email**

**EXHIBIT A: 2025-2026 RATES****4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: Celebrations Speech Group Inc.The CONTRACTOR CDS NUMBER: 9900870

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate:
  
- 2) Inclusive Education Program  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:
  
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>EdSpec \$130</u>	<u>per hour (hourly)</u>
<u>Language and Speech (415)</u>	<u>SLPA \$105 SLP \$130</u>	<u>per hour (hourly)</u>
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	<u>AAC \$150</u>	<u>per hour (hourly)</u>
<u>Occupational Therapy (450)</u>	<u>OT \$135</u>	<u>per hour (hourly)</u>
<u>Physical Therapy (460)</u>	<u>Virtual PT \$150</u>	<u>per hour (hourly)</u>
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	<u>Psych \$150</u>	<u>per hour (hourly)</u>
<u>Behavior Intervention Services (535)</u>	<u>BCBA \$160</u>	<u>per hour (hourly)</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>Mod/Sev \$140</u>	<u>per hour (hourly)</u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____



<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u>EdSpec \$130</u>	<u>per hour (hourly)</u>
<u>Other (900)</u>	<u>IA/Paraeducator</u>	<u>per hour (hourly)</u>

**EXHIBIT B: 2025-2026 ISA****INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2025 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency \_\_\_\_\_ Nonpublic School \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex: ☐ M ☐ F Grade: \_\_\_\_\_

(Last) (First) (M.I.)

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

DOB \_\_\_\_\_ Residential Setting: ☐ Home ☐ Foster ☐ LCI # \_\_\_\_\_ ☐ OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone ( ) \_\_\_\_\_ (

(Residence) (Business)

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

(If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year

2. *Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the  
regular school year  
\_\_\_\_\_ during the extended school  
year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* \_\_\_\_\_ Daily  
Rate: \_\_\_\_\_

**Estimated Number of Days** \_\_\_\_\_ **x Daily Rate**  
\_\_\_\_\_ = **PROJECTED BASIC EDUCATION COSTS** \_\_\_\_\_

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS** \$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other (Specify) \_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

**Celebrations Speech Group**

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)



7/24/25

(Signature)

(Date)

(Signature)

(Date)

**Chimezie Chidi Clinic Director**

(Name and Title)

(Name of Superintendent or Authorized Designee)



## EXHIBIT A: 2025-2026 RATES

## CELEBRATIONS SPEECH GROUP INC. RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Celebrations Speech Group Inc.The CONTRACTOR CDS NUMBER: 9900870PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO 

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

<b><u>SERVICE:</u></b>	<b><u>RATE</u></b>	<b><u>PERIOD</u></b>
<u>Intensive Individual Services (340)</u>	<u>EdSpec \$130 per hour</u>	<u>2025–26 School Year</u>
<u>Language and Speech (415)</u>	<u>SLPA \$105 per hour</u>	<u>2025–26 School Year</u>
<u>Language and Speech (415)</u>	<u>SLP \$130 per hour</u>	<u>2025–26 School Year</u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Health &amp; Nursing: Specialized Physical HealthCare (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services (445)</u>	<u>AAC \$150 per hour</u>	<u>2025–26 School Year</u>
<u>Occupational Therapy (450)</u>	<u>OT \$135 per hour</u>	<u>2025–26 School Year</u>
<u>Physical Therapy (460)</u>	<u>Virtual PT \$150 per hour</u>	<u>2025–26 School Year</u>
<u>Individual Counseling (510)</u>	<u></u>	<u></u>
<u>Counseling and Guidance (515)</u>	<u></u>	<u></u>
<u>Psychological Services (530)</u>	<u>Psych \$150 per hour</u>	<u>2025–26 School Year</u>
<u>Behavior Intervention Services (535)</u>	<u>BCBA \$160 per hour</u>	<u>2025–26 School Year</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>Mod/Sev \$140 per hour</u>	<u>2025–26 School Year</u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u></u>
<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u>IAs/Para's \$XX per hour</u>	<u>2025–26 School Year</u>
<u>Other (no code)</u>	<u>EdSpec \$130 per hour</u>	<u>2025–26 School Year</u>

# Coversheet

## Review and Consideration of Approval of Employee Benefit Plans

<b>Section:</b>	V. Business II
<b>Item:</b>	O. Review and Consideration of Approval of Employee Benefit Plans
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	Benefit Renewals 25-26.pdf

NEWFRONT

# Renewal Presentation

Amethod Public Schools



June 24, 2025| Pedro Reyes

TOTAL REWARDS

# Renewal Summary

Current

**\$1.30M**

Initial Renewal

**\$1.51M**



Medical -

Sutter Health: 31.72% / \$100,540K

Kaiser: 10.96% / \$94,449K



Dental –

MetLife High: 13.07% / \$8,186K

MetLife Low: 12.90% / \$3,592K



Vision MetLife: 0% / rate pass



Ancillary MetLife Basic Life/AD&D: 34.91% / \$4,804.08K



Disability MetLife LTD: 13.24% / \$1,295K

Recommended  
Renewal

**\$1.38M**



Medical -

Sutter Health: 6.67% / \$21,150K

Kaiser: 7.63% / \$65,733K



Dental –

Guardian High: 0.1% / \$96\*

Guardian Low: 0.0% / \$0\*



Vision Guardian: -10.05% / rate pass



Ancillary Guardian Basic Life/AD&D: -18.4% /  
-\$2,533.35K



Disability Guardian LTD: -10.26% / -\$1,004K

Recommended  
Savings

**\$126k**



# Coversheet

## Review and Consideration of Approval of Amplify Curriculum Quotes

**Section:** V. Business II  
**Item:** P. Review and Consideration of Approval of Amplify Curriculum Quotes  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
CA-Amethod Public Schools(Benito Juarez ES) Science Kits GTK-5 250425.pdf



## Price Quote

### Amplify

55 Washington Street, Suite 800  
Brooklyn, NY 11201  
Phone: (800) 823-1969  
Fax: (646) 403-4700

Quote #: Q-571431-1  
Date: 7/21/2025  
Expires On: 8/20/2025  
Delivery Service Level: Standard

### Customer Contact Information

John Devlin  
Amethod Public Schools  
6178172752  
jdevlin@amethodschools.org

### Amplify Contact Information

Erin King  
District Manager  
(512) 673-8526  
eking@amplify.com

Amplify Science California  
TK-5 Kits Only  
1 Year

### Grade TK

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Science TK Classroom Set	2.00	\$500.64	\$0.00	\$1,001.28
TOTAL			\$0.00	\$1,001.28

### Grade K

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Science Elementary School: Grade K Kits	4.00	\$3,058.72	\$0.00	\$12,234.88
Amplify Science Kindergarten Investigation Notebook Bundle (1 qty per unit)	90.00	\$6.69	\$0.00	\$602.10
Amplify Science Elementary School: Grade K Print Teacher Guides (1 qty per unit)	4.00	\$156.80	\$0.00	\$627.20
TOTAL			\$0.00	\$13,464.18

### Grade 1

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Science Elementary School: Grade 1 Kits	4.00	\$2,946.72	\$0.00	\$11,786.88
Amplify Science Grade 1 Investigation Notebook Bundle (1 qty per unit)	90.00	\$6.69	\$0.00	\$602.10

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Science Elementary School: Grade 1 Print Teacher Guides (1 qty per unit)	4.00	\$156.80	\$0.00	\$627.20
TOTAL			\$0.00	\$13,016.18

**Grade 2**

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Science Elementary School: Grade 2 Kits	4.00	\$3,056.48	\$0.00	\$12,225.92
Amplify Science Grade 2 Investigation Notebook Bundle (1 qty per unit)	90.00	\$10.05	\$0.00	\$904.50
Amplify Science Elementary School: Grade 2 Print Teacher Guides (1 qty per unit)	4.00	\$156.79	\$0.00	\$627.16
TOTAL			\$0.00	\$13,757.58

**Grade 3**

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Science Elementary School: Grade 3 Kits	4.00	\$4,870.88	\$0.00	\$19,483.52
Amplify Science Grade 3 Investigation Notebook Bundle (1 qty per unit)	90.00	\$13.40	\$0.00	\$1,206.00
Amplify Science Elementary School: Grade 3 Print Teacher Guides (1 qty per unit)	4.00	\$201.59	\$0.00	\$806.36
TOTAL			\$0.00	\$21,495.88

**Grade 4**

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Science Elementary School: Grade 4 Kits	4.00	\$4,047.68	\$0.00	\$16,190.72
Amplify Science Grade 4 Investigation Notebook Bundle (1 qty per unit)	90.00	\$13.40	\$0.00	\$1,206.00
Amplify Science Elementary School: Grade 4 Print Teacher Guides (1 qty per unit)	4.00	\$201.59	\$0.00	\$806.36
TOTAL			\$0.00	\$18,203.08

**Grade 5**

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Science Elementary School: Grade 5 Kits	4.00	\$3,683.68	\$0.00	\$14,734.72
Amplify Science Grade 5 Investigation Notebook Bundle (1 qty per unit)	90.00	\$13.40	\$0.00	\$1,206.00

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Science Elementary School: Grade 5 Print Teacher Guides (1 qty per unit)	4.00	\$201.59	\$0.00	\$806.36
TOTAL			\$0.00	\$16,747.08

Please refer to Product Description section below for more detail.

#### Professional Development

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Science GK-5 Year 1 Onsite	1.00	\$8,900.00	\$0.00	\$8,900.00
TOTAL		\$8,900.00	\$0.00	\$8,900.00

SUBTOTAL	\$106,585.26
ESTIMATED SALES TAX (10%)	\$9,768.53
TOTAL DISCOUNT	\$0.00
GRAND TOTAL	\$116,353.79

#### Scope and Duration

##### Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

##### License and Services Term:

- Licenses: 07/01/2025 until 06/30/2026.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

##### Special Terms:

- FOR SHIPPED MATERIALS:
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

**Quote Special Terms****California Sales Tax**

Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

**Product Descriptions****Professional Development**

PRODUCT	DESCRIPTION
Amplify Science GK-5 Year 1 Onsite	<p>Amplify PD bundles are designed to support implementation needs throughout the academic year. This package includes:</p> <p>1 Day Onsite Launch Session (6 hrs)</p> <p>1/2 Day Onsite Strengthening Session (3 hrs)</p> <p>1 Day Onsite Coaching Session (6 hrs)</p> <p>The maximum number of participants is 30.</p>

**Grade TK**

PRODUCT	DESCRIPTION
Amplify Science TK Classroom Set	Includes three units (Life Science, Physical Science, and Earth Science) designed to introduce students to real world phenomena. Each unit consists of one teacher guide (which includes copymasters), one Big Book, and a set of print materials for the classroom.

**Grade K**

PRODUCT	DESCRIPTION
Amplify Science Elementary School: Grade K Kits	
Amplify Science Kindergarten Investigation Notebook Bundle (1 qty per unit)	
Amplify Science Elementary School: Grade K Print Teacher Guides (1 qty per unit)	

**Grade 1**

PRODUCT	DESCRIPTION
Amplify Science Elementary School: Grade 1 Kits	
Amplify Science Grade 1 Investigation Notebook Bundle (1 qty per unit)	

PRODUCT	DESCRIPTION
Amplify Science Elementary School: Grade 1 Print Teacher Guides (1 qty per unit)	

**Grade 2**

PRODUCT	DESCRIPTION
Amplify Science Elementary School: Grade 2 Kits	
Amplify Science Grade 2 Investigation Notebook Bundle (1 qty per unit)	
Amplify Science Elementary School: Grade 2 Print Teacher Guides (1 qty per unit)	

**Grade 3**

PRODUCT	DESCRIPTION
Amplify Science Elementary School: Grade 3 Kits	
Amplify Science Grade 3 Investigation Notebook Bundle (1 qty per unit)	
Amplify Science Elementary School: Grade 3 Print Teacher Guides (1 qty per unit)	

**Grade 4**

PRODUCT	DESCRIPTION
Amplify Science Elementary School: Grade 4 Kits	
Amplify Science Grade 4 Investigation Notebook Bundle (1 qty per unit)	
Amplify Science Elementary School: Grade 4 Print Teacher Guides (1 qty per unit)	

**Grade 5**

PRODUCT	DESCRIPTION
Amplify Science Elementary School: Grade 5 Kits	
Amplify Science Grade 5 Investigation Notebook Bundle (1 qty per unit)	
Amplify Science Elementary School: Grade 5 Print Teacher Guides (1 qty per unit)	

**How to Order Our Products**

Amplify would like to process your order as quickly as possible. Please visit [amplify.com/ordering-support](https://amplify.com/ordering-support) to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

**Please include these three documents with your order:**

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

**If submitting a purchase order:**

To expedite your order, please visit [amplify.com/ordering-support](https://amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to [IncomingPO@amplify.com](mailto:IncomingPO@amplify.com) or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

**If submitting your order via credit card:**

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

**If submitting your order via sending a check:**

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: [amplify.com/ordering-support](https://amplify.com/ordering-support).**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](https://amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

**Terms & Conditions**

1. **Scope.** These Terms and Conditions (the “Customer Terms”) are a legal agreement between Amplify Education, Inc. (“Amplify”) and your school, district, state agency, or other educational organization (“you” or “Customer”) for the license and use of one or more of Amplify products or services (the “Products”), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the “Quote”). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the “Agreement”). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify’s [Acceptable Use Policy](#) available at [amplify.com/acceptable-use](#) (“AUP”). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the “Term”), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. “Authorized School User” means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User’s access and use of the Products will be subject to Amplify’s AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, “Export Laws”). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are “commercial items” (as defined at 48 CFR 2.101), comprising “commercial computer software” and “commercial computer software documentation,” as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify’s IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](#)).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify’s written authorization.



7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://amplify.com/customer-privacy) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](https://amplify.com/customer-privacy) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](https://amplify.com/privacy-security) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](https://amplify.com/customer-requirements).

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO

CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word “including” means “including without limitation.” This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

## Coversheet

### Review and Consideration of Approval of Declaration of Need for Fully Qualified Educators (CL-500) for Richmond Charter Academy

**Section:** V. Business II  
**Item:** Q. Review and Consideration of Approval of Declaration of Need for Fully Qualified Educators (CL-500) for Richmond Charter Academy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS-RCA.pdf



State of California  
Commission on Teacher Credentialing  
Certification Division  
651 Bannon Street, Suite 601  
Sacramento, CA 95811

Email: [DON@ctc.ca.gov](mailto:DON@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2025-2026

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Richmond Charter Academy District CDS Code: 61796

Name of County: West Contra Costa County County CDS Code: 07

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 8/28/2025 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2026.

Submitted by (Superintendent, Board Secretary, or Designee):

Adrienne Barnes

*Name*

Chief Executive Officer

*Title*

*Signature*

(510)436-0172

*Telephone Number*

*Fax Number*

*Date*

1450 Marina Way S, Richmond CA 94804

*Mailing Address*

abarnes@amethodschools.org

*Email Address*

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	3
Bilingual Authorization (applicant already holds teaching credential)	0
List target language(s) for bilingual authorization:	
0	
Resource Specialist	0
Teacher Librarian Services	0
Emergency Transitional Kindergarten (ETK)	0

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

#### Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

### EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

### EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

☐ Yes ☒ No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program?

☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 5

If yes, list each college or university with which you participate in an internship program.

REACH, Alliant University, SFSU

If no, explain why you do not participate in an internship program.

N/A

## Coversheet

### Review and Consideration of Approval of Declaration of Need for Fully Qualified Educators (CL-500) for Oakland Charter Academy

**Section:** V. Business II  
**Item:** R. Review and Consideration of Approval of Declaration of Need for Fully Qualified Educators (CL-500) for Oakland Charter Academy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS- OCA.pdf





State of California  
Commission on Teacher Credentialing  
Certification Division  
651 Bannon Street, Suite 601  
Sacramento, CA 95811

Email: [DON@ctc.ca.gov](mailto:DON@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2025-2026

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Oakland Charter Academy District CDS Code: 61259

Name of County: Alameda County County CDS Code: 01

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 8/28/2025 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

#### ► Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2026.

Submitted by (Superintendent, Board Secretary, or Designee):

Adrienne Barnes

Chief Executive Officer

*Name*

*Signature*

*Title*

(510)436-0172

*Fax Number*

*Telephone Number*

*Date*

1450 Marina Way S, Richmond CA 94804

*Mailing Address*

abarnes@amethodschools.org

*EMail Address*

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____ <i>Name</i>	_____ <i>Signature</i>	_____ <i>Title</i>
_____ <i>Fax Number</i>	_____ <i>Telephone Number</i>	_____ <i>Date</i>
_____ <i>Mailing Address</i>		
_____ <i>E-Mail Address</i>		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

**Type of Emergency Permit**

**Estimated Number Needed**

CLAD/English Learner Authorization (applicant already holds teaching credential)

3

Bilingual Authorization (applicant already holds teaching credential)

0

List target language(s) for bilingual authorization:

0

Resource Specialist

0

Teacher Librarian Services

0

Emergency Transitional Kindergarten (ETK)

0

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

#### Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

### **EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

### **EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?

☐ Yes ☒ No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program?

☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 4

If yes, list each college or university with which you participate in an internship program.

REACH, Alliant University  
\_\_\_\_\_  
\_\_\_\_\_


If no, explain why you do not participate in an internship program.

N/A  
\_\_\_\_\_  
\_\_\_\_\_

## Coversheet

### Review and Consideration of Approval of SB740 Application for Downtown Charter Academy

**Section:** V. Business II  
**Item:** T. Review and Consideration of Approval of SB740 Application for  
Downtown Charter Academy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Board Briefing Sheet for SB740 2025-2026.pdf  
SB740 LSQ and Signature Page FY2526 DCA.pdf

 <b>AMPS</b> <hr style="border: 2px solid red; width: 100px; margin: 5px auto;"/> HONOR HARD WORK	<b>Amethod Public Schools</b> <b>Board Item Overview</b>  <b>Date: 08/28/25</b>				
<b>Subject:</b>	Application to apply for Charter School Facility Grant Program (Senate Bill 740 Program) for school year 2025-2026.				
<b>Action:</b> <input checked="" type="checkbox"/> <b>Information:</b> <input type="checkbox"/> <b>Committee:</b> <input type="checkbox"/>	Move to elect to apply for the funds available through the Charter School Facilities Grant Program for all Amethod Schools.				
<b>RECOMMENDATIONS:</b>	Seeking permission to submit online application for SB740, due September 2, 2025 at 5pm.				
<b>SUMMARY OF PREVIOUS BOARD DISCUSSION AND ACTION:</b>	N/A				
<b>SUMMARY OF KEYS ISSUES:</b>	A state-funded grant program, requiring annual application, managed by the Charter School Finance Authority to assist in coverage of facility lease and maintenance costs. This program is made available only to existing charter schools with a Free or Reduced-Priced Meal Eligibility percentage of 55% or higher. OCHS, RCA, and OCA were recipients of this grant starting in the 2012-2013 school year. DCA and BJE have been recipients of this grant starting in the 2014-2015 school year. Current grant total over the years for all sites add up to more than \$10 million.				
<b>FISCAL ANALYSIS :</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;"><b>Grant CAN be used for:</b></td> </tr> <tr> <td>-Lease of the school facility</td> </tr> <tr> <td>-Costs associated to the facility, including, but not limited to:  -Deferred maintenance  -Initially installing or extending service systems and other built-in equipment  -Improving sites, and common area maintenance charges that are based on the Charter School's usage of the facility are limited to maintaining and repairing the facility and its common areas</td> </tr> </table>		<b>Grant CAN be used for:</b>	-Lease of the school facility	-Costs associated to the facility, including, but not limited to: -Deferred maintenance -Initially installing or extending service systems and other built-in equipment -Improving sites, and common area maintenance charges that are based on the Charter School's usage of the facility are limited to maintaining and repairing the facility and its common areas
<b>Grant CAN be used for:</b>					
-Lease of the school facility					
-Costs associated to the facility, including, but not limited to: -Deferred maintenance -Initially installing or extending service systems and other built-in equipment -Improving sites, and common area maintenance charges that are based on the Charter School's usage of the facility are limited to maintaining and repairing the facility and its common areas					
<b>ATTACHMENT(S):</b>	Legal Status Questionnaire to be signed by Board President and CEO				

## Charter School Facility Grant Program

### LEGAL STATUS QUESTIONNAIRE

1. Disclose material information relating to any legal or regulatory proceeding or investigation in which the applicant/borrower/project sponsor is or has been a party and which might have a material impact on the financial viability of the project or the applicant/borrower/project sponsor. Such disclosures should include any parent, subsidiary, or affiliate of the applicant/borrower/project sponsor that is involved in the management, operation, or development of the project.

Response: None

2. Disclose any civil, criminal, or regulatory action in which the applicant/borrower/project sponsor, or any current board members (not including volunteer board members of non-profit entities), partners, limited liability corporation members, senior officers, or senior management personnel has been named a defendant in such action in the past ten years involving fraud or corruption, or matters involving health and safety where there are allegations of serious harm to employees, the public, or the environment.

Response: None

*Disclosures should include civil or criminal cases filed in state or federal court; civil or criminal investigations by local, state, or federal law enforcement authorities; and enforcement proceedings or investigations by local, state or federal regulatory agencies. The information provided must include relevant dates, the nature of the allegation(s), charters, complaint or filing, and the outcome.*

**Signatures on behalf of (school name):** Downtown Charter Academy

I/We attest that we have provided full disclosure *as indicated* in response to the items 1 and 2 above.

\_\_\_\_\_  
Signature of Principal, CEO, or Lead Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name:

\_\_\_\_\_  
Signature of President or Chair of Governing Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

## Charter School Facility Grant Program

### CHARTER SCHOOL CERTIFICATION

I/We hereby certify that to the best of my knowledge and belief, this data is true and correct and that all data reported on this application have been compiled and reported in accordance with state and federal laws, regulations, general legal assurances, and instructions to prepare this report form. I/We further certify that the Charter School will comply with all program requirements as outlined in Education Code section 46714.5 and Article 1.5 of Division 15 of Title 4 of the California Code of Regulations (commencing with section 10170.1). I/We attest we have provided full disclosure and understand misrepresentation can cause ineligibility to participate in the Charter School Facility Grant Program.

\_\_\_\_\_  
Signature of Principal, CEO, or Lead Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature of President or Chair of Governing Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name



## Coversheet

### Review and Consideration of Approval of SB740 Application for John Henry High School

<b>Section:</b>	V. Business II
<b>Item:</b>	U. Review and Consideration of Approval of SB740 Application for John Henry High School
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	SB740 LSQ and Signature Page FY2526 JHHS.pdf

## Charter School Facility Grant Program

### LEGAL STATUS QUESTIONNAIRE

1. Disclose material information relating to any legal or regulatory proceeding or investigation in which the applicant/borrower/project sponsor is or has been a party and which might have a material impact on the financial viability of the project or the applicant/borrower/project sponsor. Such disclosures should include any parent, subsidiary, or affiliate of the applicant/borrower/project sponsor that is involved in the management, operation, or development of the project.

Response: None

2. Disclose any civil, criminal, or regulatory action in which the applicant/borrower/project sponsor, or any current board members (not including volunteer board members of non-profit entities), partners, limited liability corporation members, senior officers, or senior management personnel has been named a defendant in such action in the past ten years involving fraud or corruption, or matters involving health and safety where there are allegations of serious harm to employees, the public, or the environment.

Response: None

*Disclosures should include civil or criminal cases filed in state or federal court; civil or criminal investigations by local, state, or federal law enforcement authorities; and enforcement proceedings or investigations by local, state or federal regulatory agencies. The information provided must include relevant dates, the nature of the allegation(s), charters, complaint or filing, and the outcome.*

**Signatures on behalf of (school name):** John Henry High School

I/We attest that we have provided full disclosure *as indicated* in response to the items 1 and 2 above.

\_\_\_\_\_  
Signature of Principal, CEO, or Lead Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name:

\_\_\_\_\_  
Signature of President or Chair of Governing Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

## Charter School Facility Grant Program

### CHARTER SCHOOL CERTIFICATION

I/We hereby certify that to the best of my knowledge and belief, this data is true and correct and that all data reported on this application have been compiled and reported in accordance with state and federal laws, regulations, general legal assurances, and instructions to prepare this report form. I/We further certify that the Charter School will comply with all program requirements as outlined in Education Code section 46714.5 and Article 1.5 of Division 15 of Title 4 of the California Code of Regulations (commencing with section 10170.1). I/We attest we have provided full disclosure and understand misrepresentation can cause ineligibility to participate in the Charter School Facility Grant Program.

\_\_\_\_\_  
Signature of Principal, CEO, or Lead Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature of President or Chair of Governing Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

## Coversheet

### Review and Consideration of Approval of SB740 Application for Oakland Charter Academy

**Section:** V. Business II  
**Item:** V. Review and Consideration of Approval of SB740 Application for  
Oakland Charter Academy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** SB740 LSQ and Signature Page FY2526 OCA.pdf

## Charter School Facility Grant Program

### LEGAL STATUS QUESTIONNAIRE

1. Disclose material information relating to any legal or regulatory proceeding or investigation in which the applicant/borrower/project sponsor is or has been a party and which might have a material impact on the financial viability of the project or the applicant/borrower/project sponsor. Such disclosures should include any parent, subsidiary, or affiliate of the applicant/borrower/project sponsor that is involved in the management, operation, or development of the project.

Response: None

2. Disclose any civil, criminal, or regulatory action in which the applicant/borrower/project sponsor, or any current board members (not including volunteer board members of non-profit entities), partners, limited liability corporation members, senior officers, or senior management personnel has been named a defendant in such action in the past ten years involving fraud or corruption, or matters involving health and safety where there are allegations of serious harm to employees, the public, or the environment.

Response: None

*Disclosures should include civil or criminal cases filed in state or federal court; civil or criminal investigations by local, state, or federal law enforcement authorities; and enforcement proceedings or investigations by local, state or federal regulatory agencies. The information provided must include relevant dates, the nature of the allegation(s), charters, complaint or filing, and the outcome.*

**Signatures on behalf of (school name):** Oakland Charter Academy

I/We attest that we have provided full disclosure *as indicated* in response to the items 1 and 2 above.

\_\_\_\_\_  
Signature of Principal, CEO, or Lead Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name:

\_\_\_\_\_  
Signature of President or Chair of Governing Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

## Charter School Facility Grant Program

### CHARTER SCHOOL CERTIFICATION

I/We hereby certify that to the best of my knowledge and belief, this data is true and correct and that all data reported on this application have been compiled and reported in accordance with state and federal laws, regulations, general legal assurances, and instructions to prepare this report form. I/We further certify that the Charter School will comply with all program requirements as outlined in Education Code section 46714.5 and Article 1.5 of Division 15 of Title 4 of the California Code of Regulations (commencing with section 10170.1). I/We attest we have provided full disclosure and understand misrepresentation can cause ineligibility to participate in the Charter School Facility Grant Program.

\_\_\_\_\_  
Signature of Principal, CEO, or Lead Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature of President or Chair of Governing Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

## Coversheet

### Review and Consideration of Approval of SB740 Application for Oakland Charter High School

**Section:** V. Business II  
**Item:** W. Review and Consideration of Approval of SB740 Application for  
Oakland Charter High School  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** SB740 LSQ and Signature Page FY2526 OCHS.pdf

## Charter School Facility Grant Program

### LEGAL STATUS QUESTIONNAIRE

1. Disclose material information relating to any legal or regulatory proceeding or investigation in which the applicant/borrower/project sponsor is or has been a party and which might have a material impact on the financial viability of the project or the applicant/borrower/project sponsor. Such disclosures should include any parent, subsidiary, or affiliate of the applicant/borrower/project sponsor that is involved in the management, operation, or development of the project.

Response: None

2. Disclose any civil, criminal, or regulatory action in which the applicant/borrower/project sponsor, or any current board members (not including volunteer board members of non-profit entities), partners, limited liability corporation members, senior officers, or senior management personnel has been named a defendant in such action in the past ten years involving fraud or corruption, or matters involving health and safety where there are allegations of serious harm to employees, the public, or the environment.

Response: None

*Disclosures should include civil or criminal cases filed in state or federal court; civil or criminal investigations by local, state, or federal law enforcement authorities; and enforcement proceedings or investigations by local, state or federal regulatory agencies. The information provided must include relevant dates, the nature of the allegation(s), charters, complaint or filing, and the outcome.*

**Signatures on behalf of (school name):** Oakland Charter High School

I/We attest that we have provided full disclosure *as indicated* in response to the items 1 and 2 above.

\_\_\_\_\_  
Signature of Principal, CEO, or Lead Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name:

\_\_\_\_\_  
Signature of President or Chair of Governing Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name



## Charter School Facility Grant Program

### CHARTER SCHOOL CERTIFICATION

I/We hereby certify that to the best of my knowledge and belief, this data is true and correct and that all data reported on this application have been compiled and reported in accordance with state and federal laws, regulations, general legal assurances, and instructions to prepare this report form. I/We further certify that the Charter School will comply with all program requirements as outlined in Education Code section 46714.5 and Article 1.5 of Division 15 of Title 4 of the California Code of Regulations (commencing with section 10170.1). I/We attest we have provided full disclosure and understand misrepresentation can cause ineligibility to participate in the Charter School Facility Grant Program.

\_\_\_\_\_  
Signature of Principal, CEO, or Lead Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature of President or Chair of Governing Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

## Coversheet

### Review and Consideration of Approval of SB740 Application for Richmond Charter Elementary- Benito Juarez

**Section:** V. Business II  
**Item:** X. Review and Consideration of Approval of SB740 Application for  
Richmond Charter Elementary- Benito Juarez  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** SB740 LSQ and Signature Page FY2526 BJE.pdf

## Charter School Facility Grant Program

### LEGAL STATUS QUESTIONNAIRE

1. Disclose material information relating to any legal or regulatory proceeding or investigation in which the applicant/borrower/project sponsor is or has been a party and which might have a material impact on the financial viability of the project or the applicant/borrower/project sponsor. Such disclosures should include any parent, subsidiary, or affiliate of the applicant/borrower/project sponsor that is involved in the management, operation, or development of the project.

Response: None

2. Disclose any civil, criminal, or regulatory action in which the applicant/borrower/project sponsor, or any current board members (not including volunteer board members of non-profit entities), partners, limited liability corporation members, senior officers, or senior management personnel has been named a defendant in such action in the past ten years involving fraud or corruption, or matters involving health and safety where there are allegations of serious harm to employees, the public, or the environment.

Response: None

*Disclosures should include civil or criminal cases filed in state or federal court; civil or criminal investigations by local, state, or federal law enforcement authorities; and enforcement proceedings or investigations by local, state or federal regulatory agencies. The information provided must include relevant dates, the nature of the allegation(s), charters, complaint or filing, and the outcome.*

**Signatures on behalf of (school name):** Richmond Charter Elementary – Benito Juarez

I/We attest that we have provided full disclosure *as indicated* in response to the items 1 and 2 above.

\_\_\_\_\_  
Signature of Principal, CEO, or Lead Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name:

\_\_\_\_\_  
Signature of President or Chair of Governing Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

## Charter School Facility Grant Program

### CHARTER SCHOOL CERTIFICATION

I/We hereby certify that to the best of my knowledge and belief, this data is true and correct and that all data reported on this application have been compiled and reported in accordance with state and federal laws, regulations, general legal assurances, and instructions to prepare this report form. I/We further certify that the Charter School will comply with all program requirements as outlined in Education Code section 46714.5 and Article 1.5 of Division 15 of Title 4 of the California Code of Regulations (commencing with section 10170.1). I/We attest we have provided full disclosure and understand misrepresentation can cause ineligibility to participate in the Charter School Facility Grant Program.

\_\_\_\_\_  
Signature of Principal, CEO, or Lead Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature of President or Chair of Governing Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

## Coversheet

### Review and Consideration of Approval of SB740 Application for Richmond Charter Academy

**Section:** V. Business II  
**Item:** Y. Review and Consideration of Approval of SB740 Application for  
Richmond Charter Academy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** SB740 LSQ and Signature Page FY2526 RCA.pdf

## Charter School Facility Grant Program

### LEGAL STATUS QUESTIONNAIRE

1. Disclose material information relating to any legal or regulatory proceeding or investigation in which the applicant/borrower/project sponsor is or has been a party and which might have a material impact on the financial viability of the project or the applicant/borrower/project sponsor. Such disclosures should include any parent, subsidiary, or affiliate of the applicant/borrower/project sponsor that is involved in the management, operation, or development of the project.

Response: None

2. Disclose any civil, criminal, or regulatory action in which the applicant/borrower/project sponsor, or any current board members (not including volunteer board members of non-profit entities), partners, limited liability corporation members, senior officers, or senior management personnel has been named a defendant in such action in the past ten years involving fraud or corruption, or matters involving health and safety where there are allegations of serious harm to employees, the public, or the environment.

Response: None

*Disclosures should include civil or criminal cases filed in state or federal court; civil or criminal investigations by local, state, or federal law enforcement authorities; and enforcement proceedings or investigations by local, state or federal regulatory agencies. The information provided must include relevant dates, the nature of the allegation(s), charters, complaint or filing, and the outcome.*

**Signatures on behalf of (school name):** Richmond Charter Academy

I/We attest that we have provided full disclosure *as indicated* in response to the items 1 and 2 above.

\_\_\_\_\_  
Signature of Principal, CEO, or Lead Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name:

\_\_\_\_\_  
Signature of President or Chair of Governing Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

## Charter School Facility Grant Program

### CHARTER SCHOOL CERTIFICATION

I/We hereby certify that to the best of my knowledge and belief, this data is true and correct and that all data reported on this application have been compiled and reported in accordance with state and federal laws, regulations, general legal assurances, and instructions to prepare this report form. I/We further certify that the Charter School will comply with all program requirements as outlined in Education Code section 46714.5 and Article 1.5 of Division 15 of Title 4 of the California Code of Regulations (commencing with section 10170.1). I/We attest we have provided full disclosure and understand misrepresentation can cause ineligibility to participate in the Charter School Facility Grant Program.

\_\_\_\_\_  
Signature of Principal, CEO, or Lead Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature of President or Chair of Governing Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

# Coversheet

## CEO Report

<b>Section:</b>	V. Business II
<b>Item:</b>	Z. CEO Report
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	CEO Report 8.28.2025.pdf



# AMPS Leadership Presentation

## CEO Update

August 28, 2025

**AMPS**

HONOR HARD WORK

# Recent Events

- July 23-25
  - Leadership Retreat
- August 5-7
  - AMPS Summit
- August 12
  - School Started
  - ACCS Hearing for OCHS

We are...

Anchored in Excellence,

Refreshed in Purpose,

Relentless for Students.

Always Honor Hard Work.



# Leadership Retreat



AMPS

HONOR HARD WORK

# Leadership Retreat



AMPS

HONOR HARD WORK

# Lead Liberated AMPS

**Anti-racist learning culture:** where student learning and experience drives all decision making, and adults across AMPS are strategically learning and working collaboratively across differences to identify and interrupt racial oppression within themselves and every aspect of our schools - to ensure every student and adult thrives.



# Summit!



Powered by BoardOnTrack

# AMPS

HONOR HARD WORK

# Summit!

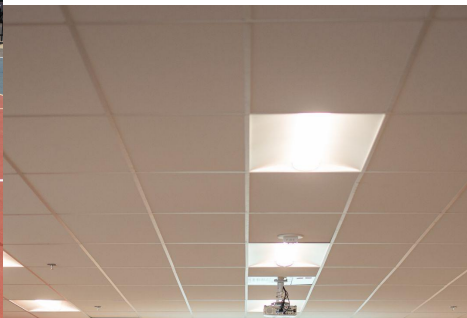


# AMPS

HONOR HARD WORK



# Summit!



# AMPS

HONOR HARD WORK

# Summit!



# AMPS

HONOR HARD WORK



# Summit!



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# AMPS

HONOR HARD WORK

# First Day of 2025-26

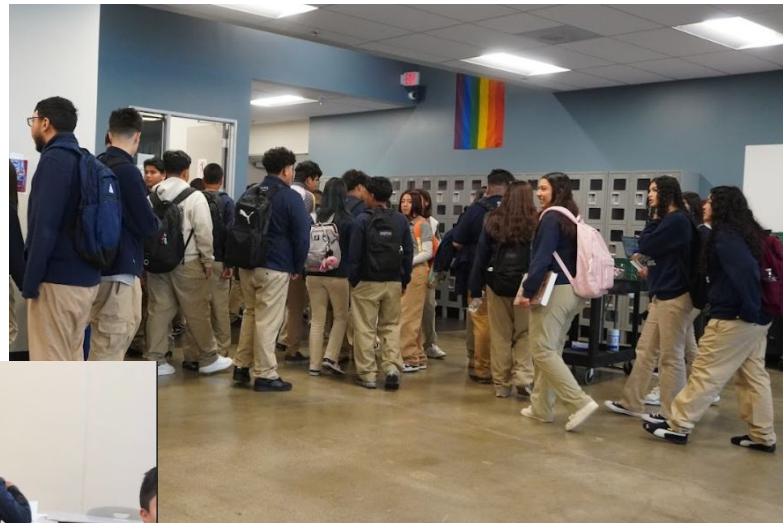


AMPS

HONOR HARD WORK



# First Day of 2025-26



AMPS

HONOR HARD WORK

# Upcoming Dates

- September 10-11
  - SBE Hearing for OCHS
- September 18
  - FIA Raise the Bar Awards - DCA!
  - AMPS Board Meeting

# Coversheet

## AB 1234 Ethics Training (including Brown Act)

<b>Section:</b>	V. Business II
<b>Item:</b>	AA. AB 1234 Ethics Training (including Brown Act)
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	Ethics_Training.pdf

# AMETHOD PUBLIC SCHOOLS ETHICS TRAINING COURSE

Compliant with AB 2158





# UNDERSTANDING AB 2158 (2022)

What is “ethics”?

# ETHICS TRAINING

No later than January 1, 2026, every charter school board member must receive ethics training in specified topics, and at least every two years thereafter. The course must meet the following requirements:

Requirement	This Course
Two hours of course content	YES
Coverage of general ethics principles and ethics laws	YES
Content is relevant to the official’s public service (here, charter school board membership)	YES
Course covers core content outlined in Government Code section 53234(d) (ethics laws) and California Code of Regulations title 2, section 18371 (ethics training)	YES
Course is developed in consultation with guidance issued by the Fair Political Practices Commission and the Attorney General	YES
Attorney General: “For in-person training, the ethics law portion of any course should be delivered by an attorney licensed to practice law in California and knowledgeable about California’s ethics laws.”	YES
Participant is provided proof of participation upon completion (school must retain compliance records)	YES

**WARNING:** Other courses, webinars, and presentations covering similar topics do not count toward AB 2158 compliance requirements unless part of an AB 2158-designated course.

# ETHICS VIOLATIONS VIOLATE THE PUBLIC TRUST

FOX 40

News ▾

Watch ▾

Weather ▾

Sports ▾

Co ▾

STOCKTON

**Former school board president accused of theft of public funds appears in court**

by: [Mason Mauro](#), [Jeremiah Martinez](#)  
Posted: May 6, 2024 / 05:55 PM PDT  
Updated: May 6, 2024 / 05:55 PM PDT

SHARE    

(FOX40.COM) — A former elected school leader appeared in court Monday two weeks after her arrest.


AngelAnn Flores is accused of stealing thousands of dollars as the president of the Stockton Unified School District.


Bakersfield.com

**UPDATED: Ex-Fairfax School District board member accused of embezzlement bound for trial on all charges**

A former Fairfax School District board member who's charged with embezzlement, violations of state election law and conflict of interest was...

Jun 8, 2023



 **NBC NEWS**

LIVE: OLYMPICS

LIVE: 2024 ELECTION

POLITICS

U.S. NEWS

WATCH LIVE




U.S. NEWS

**California education official embezzled over \$16 million, hid cash in mini fridge, officials say**

B KGW

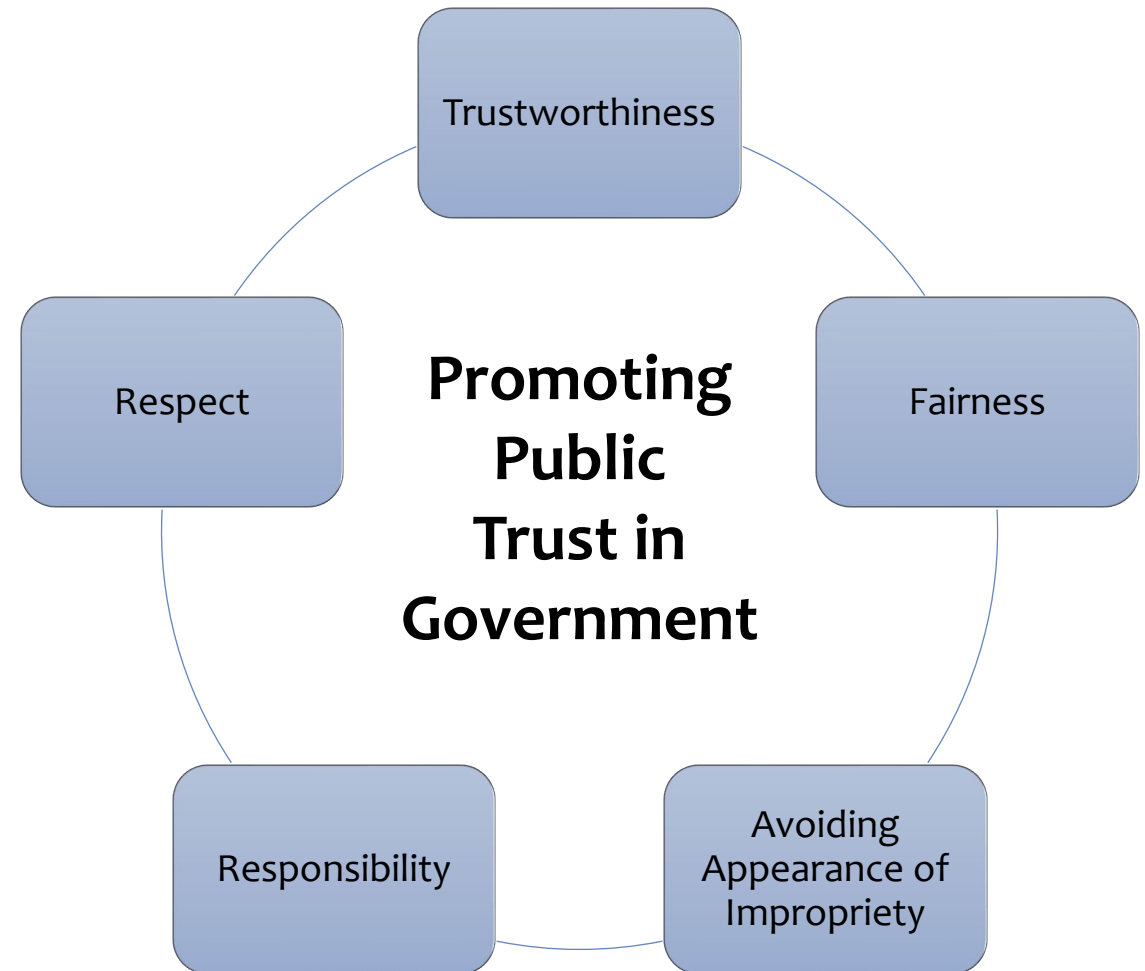
**Woodburn school staff say school board chair is 'profiting' by providing therapy sessions at schools**

Woodburn School District employees said the board chair could be in a conflict of interest, since she started providing therapy for students...



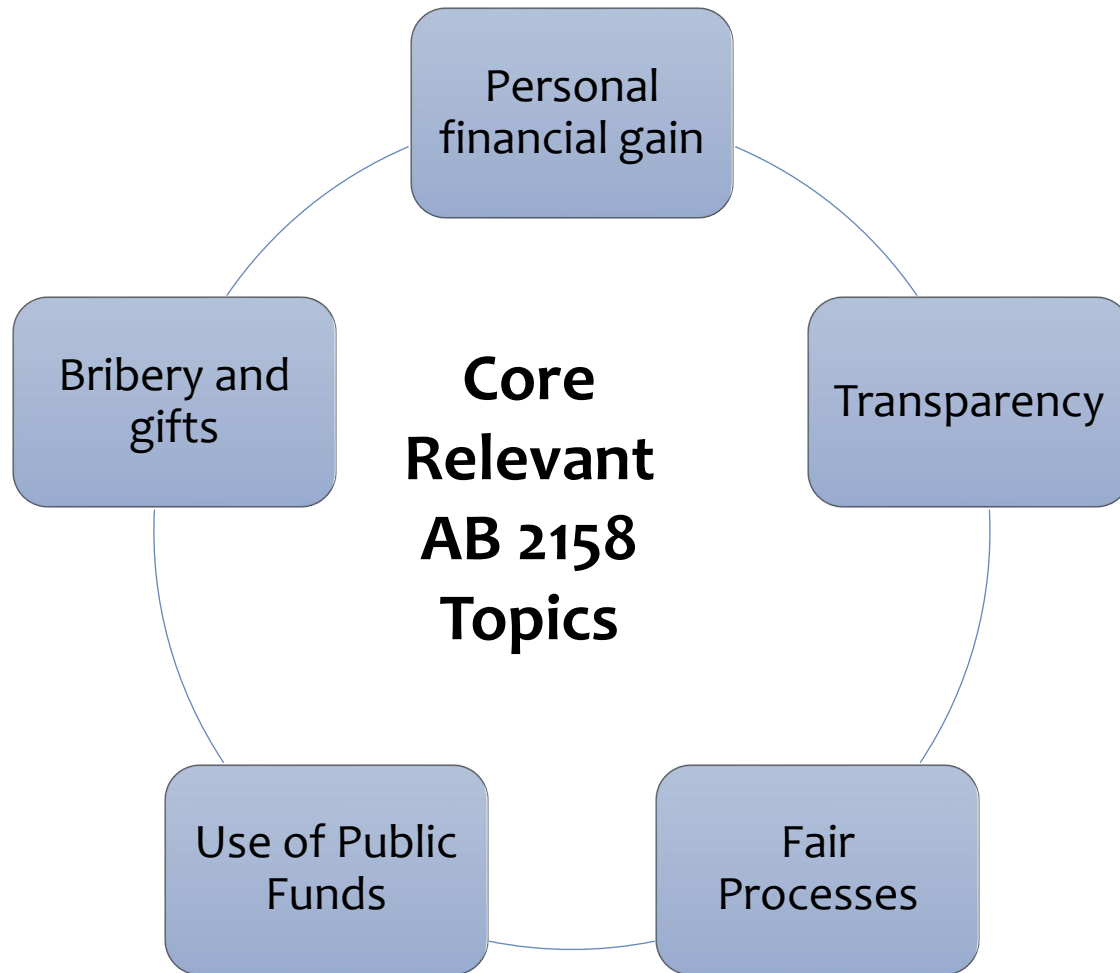
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# WHAT IS ETHICS?





# WHAT IS ETHICS?



## ETHICAL LAPSES MAY LEAD TO DENIAL OF A CHARTER RENEWAL PETITION

Chartering authority may deny high-, middle-, or low-performing, upon a finding that:

- Charter school is demonstrably unlikely to successfully implement the program set forth in the petition due to **substantial fiscal or governance factors**.

# ETHICAL LAPSES MAY LEAD TO CHARTER REVOCATION

Chartering authority may revoke a charter where it has:

- Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
- Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- Violated any law.

## ETHICAL LAPSES MAY LEAD TO SERIOUS CONSEQUENCES

- Removal as a board member
- Loss of employment
- Criminal investigations, prosecution, jail time, financial penalties
- Administrative investigations and financial penalties
- Civil litigation
- Reputational harm



# TRAINING ROADMAP



Training Area	Content
Transparency	<ul style="list-style-type: none"><li>• Ralph M. Brown Act</li><li>• California Public Records Act</li></ul>
Personal Financial Gain	<ul style="list-style-type: none"><li>• Conflict of Interest Laws<ul style="list-style-type: none"><li>• Government Code Section 1090</li><li>• Political Reform Act</li></ul></li><li>• Reporting Obligations - Form 700</li></ul>
Bribery and Gifts	<ul style="list-style-type: none"><li>• Definition of bribery</li><li>• Prohibition and limits on gifts</li></ul>
Use of Public Funds	<ul style="list-style-type: none"><li>• Principles governing use of public funds</li><li>• Prohibition on gifts of public funds</li></ul>
Fair Process	<ul style="list-style-type: none"><li>• Eliminating Bias</li><li>• Prohibition on incompatible offices</li><li>• Anti-nepotism</li></ul>

# TRANSPARENCY

# THE BROWN ACT

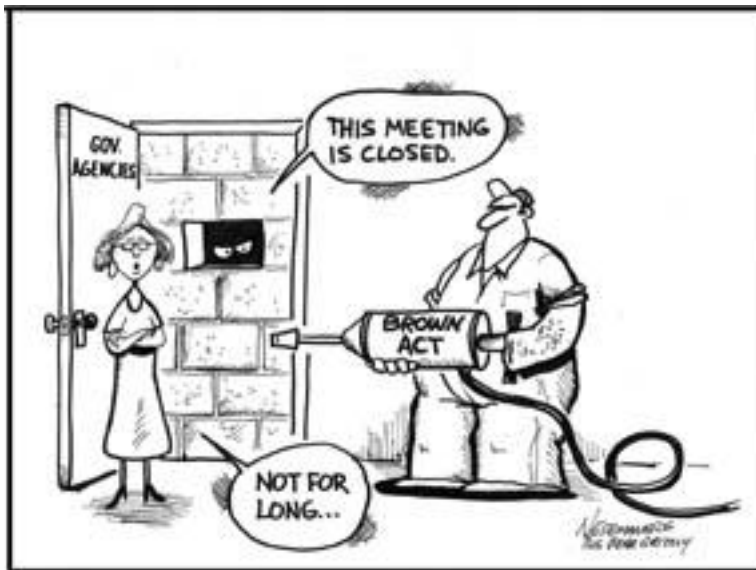


## ROADMAP: 6 QUESTIONS

1. What is the purpose of the Brown Act?
2. What is a meeting?
3. What are the notice and agenda requirements?
4. What are the public's rights?
5. What are the permissible closed session topics?
6. What are the penalties and remedies for violating the Act?

# 1. WHAT IS THE PURPOSE OF THE ACT?

## A. To Foster Broad Public Access



“... The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.”

# 1. WHAT IS THE PURPOSE OF THE ACT?

## How Does the Brown Act Accomplish Its Purpose?

- Public is given notice of meetings
  - Agenda posting requirements
- Meetings must be open to the public
  - Confidentiality is limited
  - Closed sessions must be statutorily authorized
- Transparency does not mean chaos
  - Meetings are held in public, not controlled by the public.
- Charter School can set more stringent requirements that foster greater access and participation (e.g., longer posting periods), but Charter School cannot do less than the law requires. Check charter, Bylaws and MOUs to see if your requirements are more stringent.

## 2. WHAT IS A MEETING?

### A. Basic Definition:

When any congregation of a majority of the members of the Board meet to hear, discuss, deliberate, or take action on any item of Charter School business.

## 2. WHAT IS A MEETING?

### B. Exceptions to definition of meeting:

- Attendance of majority at public conferences of general interest
- Attendance of majority at another body's public meeting
- Attendance of majority at purely social or ceremonial gatherings

SO LONG AS SCHOOL BUSINESS  
IS NOT DISCUSSED!



## 2. WHAT IS A MEETING?

### C. Brown Act Committees

*As a general rule, all committees must follow the Brown Act*

#### **Committees**

- Permanent or temporary
- Decision-making or advisory
- Created by charter, ordinance, resolution, or a Board's formal action

*A standing committee must comply with the Brown Act even if it is an advisory committee composed solely of the members of the Board who are less than a quorum.*

#### **Standing Committees**

- A committee is a standing committee if it:
  - Has continuing subject matter jurisdiction; or
  - Has a meeting schedule fixed by charter, ordinance, resolution, or a Board's formal action
- Brown Act applies regardless of whether the standing committee is:
  - Composed solely of Board members or not
  - Less than a quorum of Board members or not
- Examples: Budget Committee; Facilities Committee; etc.

### Non- Brown Act Committees

*There is one exception for certain advisory committees that are not subject to the Brown Act. The advisory committee must be composed solely of the members of the Board that are less than a quorum, and must not be a standing committee.*

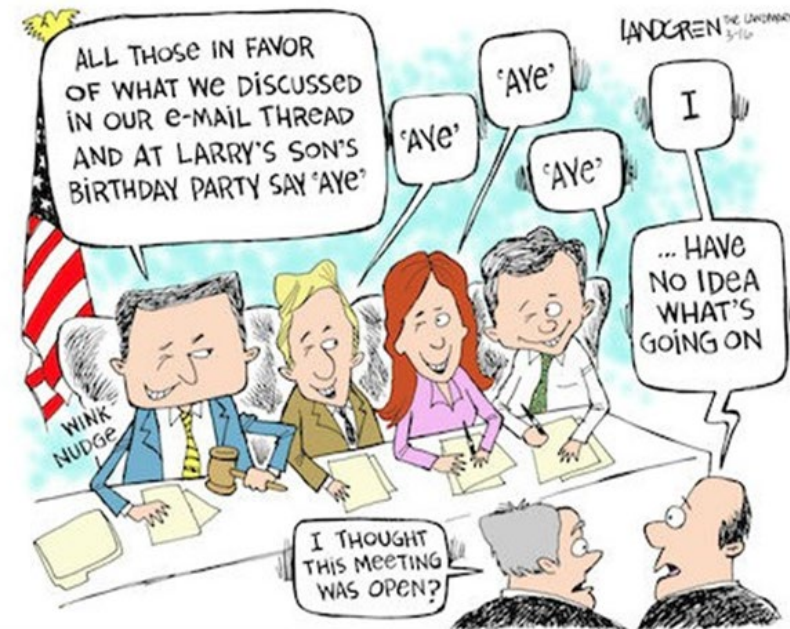
#### **Certain Advisory Committees**

- Must be advisory, not decision-making
- Must be composed solely of the members of the Board
- Must be less than a quorum of the Board
- Must not be a standing committee

## 2. WHAT IS A MEETING?

### D. Serial Meetings Are Prohibited

- A majority of the members
- Outside a meeting
- Use a series of communications of any kind, directly or through intermediaries
- To discuss, deliberate, or take action on
- Any item of Charter School business that is within the subject matter jurisdiction of the Board.



## 2. WHAT IS A MEETING?

### **E. Limit On Unilateral Communications**

While an employee or official may engage in separate conversations or communications outside of a meeting with other members of the Board in order to answer questions or provide information regarding a matter of Charter School business, that person may not communicate to members of the Board the comments or position of any other member or members of the Board.

## 2. WHAT IS A MEETING?

### F. Meeting Locations and Two-Way Teleconference Locations

Type of Governing Body	Meeting Location
Governs one charter school	Meet within the physical boundaries of the county in which the charter school is located; two-way teleconference location at each schoolsite
Governs one NCB that does not have a facility or operates one or more resource centers	Meet within the physical boundaries of the county in which the greatest number of pupils who are enrolled in that charter school reside; two-way teleconference location at each resource center
Governs an entity managing one or more charter schools located within the same county	Meet within the physical boundaries of the county in which the charter schools are located; two-way teleconference location at each schoolsite/resource center
Governs an entity that manages two or more charter schools that are not located in the same county	Meet within the physical boundaries of the county in which the greatest number of pupils enrolled in those charter schools managed by that entity reside; two-way teleconference location at each schoolsite/resource center; audio record, video record, or both, all the governing board meetings and post the recordings on each charter school’s internet website.

## 2. WHAT IS A MEETING?

### G. Remote Participation in Meetings by Board Members



## 2. WHAT IS A MEETING?

### H. Basic Requirements if Any Board Member Participates by Telephone

1. All votes taken shall be by roll call.
2. Agenda must be posted at all teleconference locations.
3. Each teleconference location shall be identified in the notice and agenda of the meeting.
4. Each teleconference location shall be accessible to the public.
5. Members of the public shall have the right to address the board directly at each teleconference location.
6. A quorum of the Board must participate from within the School's "jurisdiction."

## 2. WHAT IS A MEETING?

### Only operative through January 1, 2026

- Allows relaxed videoconferencing requirements for members' personal **emergencies** and for **just cause**
- Allows videoconferencing without any obligation to
  - Identify the teleconferencing location on the agenda
  - Allow public access to the teleconferencing location
- Member must participate through both audio and visual technology
- **Only allowable if a quorum of members participate in person from a singular physical location** clearly identified on the agenda and which is open to the public and situated within the agency's jurisdiction.

## 2. WHAT IS A MEETING?

**“Emergency circumstances”** means a physical or family medical emergency that prevents a member from attending in person.

**“Just cause”** means any of the following:

- A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely.
- A contagious illness that prevents a member from attending in person.
- A need related to a physical or mental disability as defined in law and not otherwise accommodated
- Travel while on official business of the governing board or another state or local agency.



## 2. WHAT IS A MEETING?

Teleconferencing based on an **emergency** requires that:

- The member shall make a request to participate remotely as soon as possible.
- The member must make a separate request for each meeting in which they seek to participate remotely.
- If the request does not allow sufficient time to place proposed action on such a request on the posted agenda for the meeting for which the request is made, the Board may take action at the beginning of the meeting.

## 2. WHAT IS A MEETING?

- Just cause limited to twice per calendar year
- Member must request emergency circumstances and Board must vote to approve (limited agenda description)
- Under no circumstances can a member participate in meetings solely by videoconference from a remote location for a period of more than:
  - three consecutive months;
  - 20 percent of the regular meetings within a calendar year; or
  - more than two meetings if the Board regularly meets fewer than 10 times per calendar year.

## 2. WHAT IS A MEETING?

### Other requirements:

- At least a quorum of members must participate in person from a singular physical location clearly identified on the agenda and which is open to the public and situated within the agency's jurisdiction.
- Members of the public must be provided a means to “remotely hear and visually observe the meeting, and remotely address” the governing board, ” i.e., a two-way audiovisual platform or a two-way telephonic service and a live webcasting of the meeting.
- Meet virtual meeting requirements: agenda provides notice for how the public can participate; comments cannot be required in advance; technical disruption must be fixed before Board can take action
- The member shall publicly disclose before any action is taken, if any individuals 18 years of age or older are present in the room at the remote location, and the general nature of the member’s relationship with any such individuals.

### 3. WHAT ARE THE NOTICE & AGENDA REQUIREMENTS?

#### A. General Rule:

The agenda shall be posted properly in advance of a meeting and must include a brief description of items to be transacted or discussed. With a few exceptions, if an item is not on the agenda, the Board cannot discuss it.

### 3. WHAT ARE THE NOTICE & AGENDA REQUIREMENTS?

#### B. Exceptions to the Rule:

1. Upon a determination by a majority vote of the Board that an “emergency” or “dire emergency” exists (54956.5) – EXTREMELY RARE
2. Upon a determination by a 2/3 vote of the members of the Board or unanimous vote of those present if less than 2/3 of the members are present that:
  - a) That there is a need to take immediate action; and
  - b) The need for action came to the attention of the Board after the agenda was posted.

### 3. WHAT ARE THE NOTICE & AGENDA REQUIREMENTS?

3. The agenda item was posted for a prior meeting of the Board that:
  - a) Occurred not more than 5 calendar days prior to the date action was taken on the item; and
  - b) At the prior meeting the item was continued to the meeting at which action is taken.
4. Direction to staff
5. Brief responses, clarifying questions and announcements
6. Identification of future agenda items

## 3. WHAT ARE THE NOTICE & AGENDA REQUIREMENTS?

### C. Types of Meetings:

1. Regular meetings – Agenda posted 72 hours in advance
2. Special meetings – Agenda posted 24 hours in advance
3. Emergency Meetings – Agenda posted at least 1 hour in advance

### 3. WHAT ARE THE NOTICE & AGENDA REQUIREMENTS?

#### **D. Location of Posting**

1. Posted in publicly accessible location for entire posting period within jurisdiction.
2. If Charter School maintains a website, agenda must be posted on website.
3. On website through “prominent, direct link” on front page; current agenda appears at top; agenda must be downloadable and searchable; free access

#### **E. Content of Agendas** – Brief description of 20 words or less and public testimony time.

#### **F. Closed Session Agendas**

1. Use safe harbor language
2. Provide verbal notice in advance of closed session
3. Make public report of action taken in closed session and roll call vote or abstention of every member, if any



### 3. WHAT ARE THE NOTICE & AGENDA REQUIREMENTS?

- G. **Executive Compensation**: the Charter School cannot approve educational executive contract at special meeting and must orally report salary, salary schedule, and benefits in open session.
- H. **Votes are Public**: the votes of individual Board members must be publicly reported, during meeting and in minutes.
- I. **Board Minutes**: Include all material motions and votes.

## 4. WHAT ARE THE PUBLIC'S RIGHTS?

- A. Public testimony
  - Addressing disruptive speakers?
- B. Taping or broadcasting
- C. No conditions of attendance
- D. Non-discriminatory facilities
- E. Copies of agendas and other public writings
- F. Must provide double the time for public testimony to persons utilizing an interpreter to ensure equal opportunity

## 4. WHAT ARE THE PUBLIC'S RIGHTS?

### SB 1100

- Authorizes Board Chair or designee to **remove, or cause the removal of, an individual for disrupting the meeting.**
- “Disrupting” means engaging in behavior during a Board meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and **includes, but is not limited to,** one of the following:
  - (A) A failure to comply with reasonable and lawful regulations or policies adopted by the Board related to public comment, or any other law.
  - (B) Engaging in behavior that constitutes use of force or a true threat of force.

## 4. WHAT ARE THE PUBLIC'S RIGHTS?

- Before removing an individual, the presiding member or designee **must warn the individual** that their behavior is
  1. disrupting the meeting and
  2. that their failure to cease their behavior may result in their removal
- The presiding member or designee may then remove the individual if they do not promptly cease their disruptive behavior
- The warning requirement does not apply to behavior constituting a “**true threat of force**”
- A “**true threat of force**” means “a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat”

## 5. WHAT ARE THE PERMISSIBLE CLOSED SESSION TOPICS?

### **A. Confidentiality requirement**

No Board member, staff member or invitee may disclose information from closed session without the authorization of the Board.

## 5. WHAT ARE THE PERMISSIBLE CLOSED SESSION TOPICS

### **B. Authorized Closed Sessions**

1. Personnel
  - Caveat - 24 hour written notice to employee if complaints and/or charges will be heard.
2. Real estate negotiations
3. Labor negotiations
4. Public security exception
5. Conference with legal counsel
6. Pupil discipline

## 6. WHAT ARE THE PENALTIES & REMEDIES FOR VIOLATING THE ACT?

- Civil remedies
  - Board action may be declared null and void
  - Injunctive relief may be obtained
  - Prevailing plaintiff awarded attorneys' fees
- Criminal penalties apply if one or more Board members intend to deprive the public of information to which the member knows or has reason to know the public is entitled.
- Potential charter revocation

## 6. WHAT ARE THE PENALTIES & REMEDIES FOR VIOLATING THE ACT?

### Complaints and Challenges

- Notice and Demand for Cure or Cease and Desist
  - Can be brought by District Attorney or member of the public
  - Board must cure/respond within 30 days
  - Seek advice from legal counsel on response



# TRAINING ROADMAP



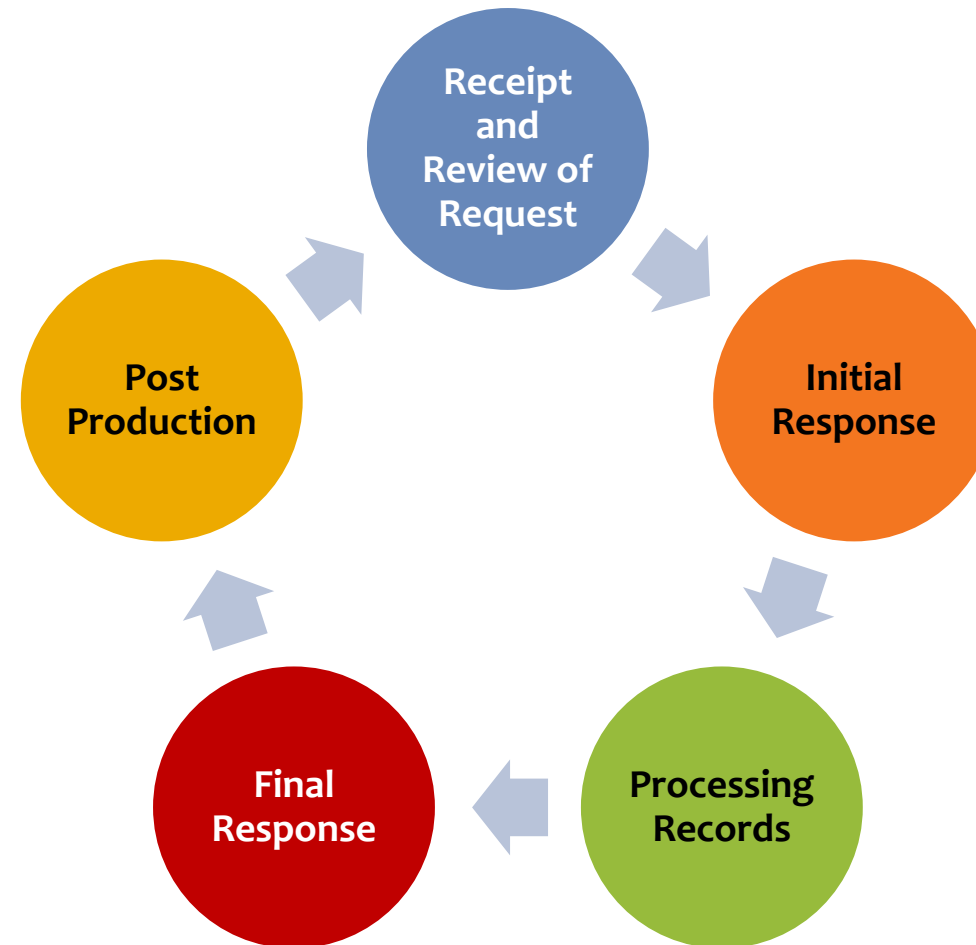
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# CALIFORNIA PUBLIC RECORDS ACT

## PURPOSE OF THE PUBLIC RECORDS ACT

*“In enacting this chapter, the Legislature, mindful of the right of individuals to privacy, finds and declares that access to information concerning the conduct of the people’s business is a fundamental and necessary right of every person in this state.”*  
(Govt. Code § 7921.000)

# LIFE CYCLE OF A PUBLIC RECORDS ACT REQUEST



## RECEIPT AND REVIEW OF REQUEST

A request may be in any form and does not need to reference the PRA.

*Practice Pointers:*

- Treat any request for records or information as a PRA request.
- Reduce verbal requests to writing and provide a copy to requester.

## RECEIPT AND REVIEW OF REQUEST

### What is the purpose of this request?

"This division does not allow limitations on access to a public record based upon the purpose for which the record is being requested, if the record is otherwise subject to disclosure." (Govt. Code § 7921.300.)

"The [] motive in making the request is essentially irrelevant." (*Bertoli v. City of Sebastopol* (2015).)

# PROCESSING RECORDS

## Public Records

“Includes any writing containing information relating to the conduct of the public’s business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.”  
(Govt. Code § 7920.530)



## PROCESSING RECORDS

### Writing

“Any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.”  
(Govt. Code § 7920.545)



# PROCESSING RECORDS

“This definition is intended to cover every conceivable kind of record that is involved in the governmental process and will pertain to any new form of record-keeping instrument as it is developed. Only purely personal information unrelated to 'the conduct of the public's business' could be considered exempt from this definition. . .” (*Braun v. City of Taft* (1984).)



# PROCESSING RECORDS

## City of San Jose v. Superior Court (2017)

“A city employee’s writings about public business are not excluded from CPRA simply because they have been sent, received, or stored in a personal account.”

Must relate in some substantive way to the conduct of the public’s business.

### **Factors:**

- Content;
- Context and purpose;
- Audience to whom it was directed; and
- Was it prepared by an employee acting or purporting to act within the scope of his or her employment?



## PROCESSING RECORDS

### Are the records disclosable?

"The Act contains a number of exemptions from disclosure. Because of the strong public policy in favor of disclosure of public records, such records must be disclosed unless they come within one or more of the categories of documents exempt from compelled disclosure. . . .These exemptions are construed narrowly, and the burden is on the public agency to show that the records should not be disclosed." (*Rogers v. Superior Court* (1993).)

# PROCESSING RECORDS

## EXEMPTIONS

### Pending Litigation (Govt. Code §7927.200.)

- Applies only during ongoing litigation.
- Prevents a litigant from using the PRA to gain earlier/ greater access to records outside of the rules of discovery.
- Protects documents specifically prepared for use in litigation.
- Settlements are generally disclosable.
- Attorneys' fees and invoices while litigation is pending.



# PROCESSING RECORDS

## EXEMPTIONS

### **Personnel, medical, or similar files:**

“the disclosure of which would constitute an unwarranted invasion of privacy.”

(Govt. Code § 7927.700)

- Personnel records defined by content not location.
- Evaluations are exempt.



### **Investigative Reports:**

Personnel exemption can be overridden if allegations being investigated are substantial in nature and well-founded.  
(*Marken v. Santa Monica Malibu Unified School District* (2012).)

# PROCESSING RECORDS

## EXEMPTIONS

### Drafts

- Not kept in ordinary course of business; and
- Public interest in withholding outweighs public interest disclosure.  
(Govt. Code §7927.500.)





# PROCESSING RECORDS

## EXEMPTIONS

### **Records exempted by federal or state law (Govt. Code § 7927.705.):**

- Attorney-client privileged:
  - Copying emails to attorney is not sufficient.
  - Investigations performed by your legal counsel.
- FERPA – identifiable student records.

### **Catchall exception (Govt. Code § 7922.000.):**

Balancing test: Public interest in not disclosing vs. public interest in disclosure.



# PROCESSING RECORDS

## EXEMPTIONS

### **Deliberative Process Privilege**

Protects pre-decisional discussions the disclosure of which would expose an agency's decision-making process discouraging candid discussion within the agency and undermining the agency's ability to perform its functions.

- Governor's appointment calendars and schedules exempt from disclosure. (*Times Mirror Co. v. Superior Court* (1991).)



## POST PRODUCTION

- To enforce rights under the Public Records Act a requester must institute proceedings for injunctive/declaratory relief or seek a writ of mandate. (Govt. Code § 7923.000.)
- The court shall award court costs and reasonable attorneys' fees to the plaintiff should the plaintiff prevail in litigation. (Govt. Code § 7923.115.)
  - Plaintiff prevails if suit motivates disclosure.



## POST PRODUCTION

- The costs and fees shall be paid by the public agency and shall not become a personal liability of the public official. (Govt. Code § 7923.115.)
- If the court finds that the plaintiff's case is clearly frivolous, it shall award court costs and reasonable attorneys' fees to the public agency. (Govt. Code § 7923.115.)

# ELECTRONIC COMMUNICATION BEST PRACTICES

- Employees and board members should use school-issued email accounts for all communications touching on public business.
- Keep school-related email communication professional.
- Strongly discourage discussing public business on Facebook, Twitter, or other social medium.
- Discourage employees and board members from using text messages to communicate about public business.
- Encourage phone or in-person communication with board members and employees.
- Adopt records retention policy that addresses all records including email retention.

# TRAINING ROADMAP



Training Area	Content
Transparency	<ul style="list-style-type: none"><li>• <del>Ralph M. Brown Act</del></li><li>• <del>California Public Records Act</del></li></ul>
Personal Financial Gain	<ul style="list-style-type: none"><li>• Conflict of Interest Laws<ul style="list-style-type: none"><li>• Government Code Section 1090</li><li>• Political Reform Act</li></ul></li><li>• Reporting Obligations - Form 700</li></ul>
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# PERSONAL FINANCIAL GAIN

(Conflict of Interest Training)

# CONFLICTS OF INTEREST

## Broad Definition

- ▶ A *conflict of interest* arises when an individual who has a private financial interest in the outcome of a corporate contract or a public decision, participates in the decision-making process or influences or attempts to influence others making the contract or decision.
- ▶ In short, a conflict of interest is a clash between an individual's duty to his or her office and his or her personal interests.

# FINANCIAL INTERESTS

## Common Types of Financial Interests Regulated by Conflict Laws

- ▶ Ownership or investment in business entity
- ▶ Investment in real property
- ▶ Source of income
- ▶ Source of gifts
- ▶ Effect on personal finances

☞ Financial interests of immediate family members of Board Members and employees typically are covered.



# GOVERNMENT CODE SECTION 1090

## Elements

1. Public official (officer, board member, or employee)
2. Making a public contract (for sale or purchase)
3. Public official has a financial interest in the contract



# GOVERNMENT CODE SECTION 1090

## What you need to know about Section 1090

- ▶ If board member has financial interest, the entire board is prohibited from entering into the contract; *even if it is with the best vendor at the best price and the interested board member abstains.* (Unless an exception applies.)
- ▶ Making a public contract is defined very broadly! Applies to earliest discussions, planning, solicitation for bids, etc., not just vote.
- ▶ Thus, this statute is, in most respects, the toughest standard to meet.
- ▶ Violation of GC 1090 is a felony and the contract void!

# POLITICAL REFORM ACT

## Big Picture

1. Public official
2. Participating in or attempting to influence a governmental decision
3. Public official has qualifying financial interest (*Includes spouse and children*)
4. Financial interest is material

## The Official Must Recuse Him or Herself from All Parts of the Decision-Making Process

- Cannot make, participate in, or use an official position to influence, any decision directly relating to any person with whom the official is negotiating, or has any arrangement concerning, prospective employment
- Lots of very detailed regulations have also been adopted by FPPC.

# COI CODE

## Conflict of Interest Code

- States who must file the Form 700
- Assigns disclosure categories



# FORM 700

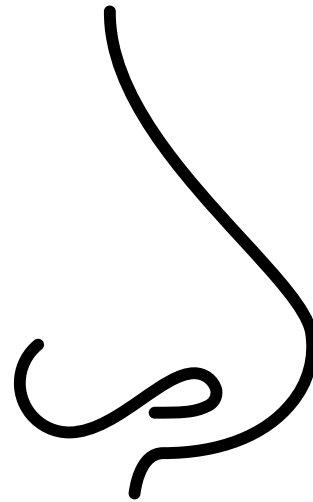
## Form 700 (Statement of Economic Interests)

- ▶ When it must be filed:
  - ▶ Assuming or reappointment to office or position (within 30 days)
  - ▶ Once annually (by April 1<sup>st</sup>)
  - ▶ Leaving office or position (within 30 days)
- ▶ Penalties for failure to file:
  - ▶ Criminal charges by Atty General or District Atty for deliberate failure to file
  - ▶ Civil or administrative action by FPPC or private citizen

# COMMON LAW ON CONFLICTS-OF-INTEREST

## Prohibition Against Conflicts of Interest

- Public official engaging in transaction or influencing decision.
- Creating an appearance of impropriety (financial interest not necessarily required)



Does it meet the  
smell test?

# TRAINING ROADMAP



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# BRIBERY AND GIFTS

## GIFTING AND BRIBERY

**Definition of Bribe:** to persuade (someone) to act in one's favor, typically illegally or dishonestly, by a gift of money or other inducement.

1. Does a gift = bribe?
  - What is the intent of the giver and the receiver?
  - Does the giver have business before the Board? (e.g., proposed vendor, counterparty to a contract)
  - Is the giver attempting to influence a decision?
  - Is the receiver participating in a quid pro quo?
  - Could a gift have the appearance of a bribe?
2. Is a gift/bribe a financial interest under Section 1090 and the Political Reform Act?





## BRIBERY

**Penal Code Section 68:** “Every executive or ministerial officer, employee, or appointee of the State of California, a county or city therein, or a political subdivision thereof, who asks, receives, or agrees to receive, any bribe, upon any agreement or understanding that his or her vote, opinion, or action upon any matter then pending, or that may be brought before him or her in his or her official capacity, shall be influenced thereby, is punishable by imprisonment [of up to four years]... and, in addition thereto, forfeits his or her office, employment, or appointment, and is forever disqualified from holding any office, employment, or appointment, in this state.”

**We don't want to test whether this statute applies to charter school officials!**

# BRIBERY

## Don't bribe other public officials!

**Penal Code Section 85:** “Every person who gives or offers to give a bribe to any Member of the Legislature, any member of the legislative body of a city, county, city and county, school district, or other special district, or to another person for the member, or attempts by menace, deceit, suppression of truth, or any corrupt means, to influence a member in giving or withholding his or her vote, or in not attending the house or any committee of which he or she is a member, is punishable by imprisonment in the state prison for two, three or four years.”

# GIFTS

## Gifts

- General rule is that you cannot accept more than \$590 from one source in a calendar year.
- General rule is that gifts worth more than \$50 **must be reported** (one gift or aggregate gifts from same source in a calendar year).
- 1. Many exceptions to both general rules, the most common being:
  - ☞ Special Occasions – Birthdays, Holidays:
    - ▲ Can be gifts from anyone (other than lobbyists) if the gift giving and taking is proportional.
- 2. Inheritance

# GIFTS

## Gift (cont.)

### 3. Family Members:

- ☞ Spouse (or former spouse), child, parent, grandparent, great grandparent, grandchild, brother, sister, current or former parent-in-law, brother-in-law, sister-in-law, aunt, great aunt, uncle, great uncle, niece, great niece, nephew, great nephew, first cousin, or first cousin once removed, or the spouse of any such person. (other than a lobbyist)

### 4. “BFFs”- Long-term friendships:

- ☞ Friends for a “period of time” and gift giving and taking must be proportional. (other than a lobbyist)

### 5. Dating – “bona fide” relationship (other than a lobbyist)

- ☞ Returning or Donating Gifts vs. Reporting

Other laws regulate gifting from lobbyists (e.g., Gov. Code, §§ 86203, 89503) and third-party-paid travel (Gov. Code § 89506)

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# USE OF PUBLIC FUNDS

## PUBLIC SCRUTINY TEST

All state, federal, and local funds received by charter schools:

- Are considered public funds
- Must be used to support the educational mission

Donated funds might be considered public funds upon donation – check with counsel.

The “public scrutiny test”:

- For each transaction, ask, would the tax-paying public would view the expenditure as necessary to support public education?
- If you are questioning whether the expenditure is appropriate, it may not be!

Do public contracting and bidding laws apply to charter school expenditures?

## MISUSE OF PUBLIC FUNDS

### **Government Code Section 8314**

Bars use of public resources/funds for campaign activities and personal purposes.

### **Penal Code Section 424**

Persons responsible for "receipt, safekeeping, transfer or disbursement of public money" are prohibited from:

- Appropriating for personal use
- Keeping false or falsifying accounts
- Willfully obstructing lawful payments



## EMBEZZLEMENT

### **Penal Code Section 503**

“Embezzlement is the fraudulent appropriation of property by a person to whom it has been intrusted.”

## GIFT OF PUBLIC FUNDS?

- General prohibition against lending or gifting public money (California Constitution, art. XVI, § 6)
- For charter schools, there must be a nexus between the expenditure and the mission of the public school
  - Expenditures should be budgeted for by Board
    - ✓ Must further the Charter School's public purpose
    - ✓ Evaluate on case-by-case basis
  - Purely personal items or money benefiting an individual without any consideration are not OK
    - ✓ E.g., paying for board member's vacation in the Bahamas or CEO's gym membership

## GIFT OF PUBLIC FUNDS?

### FCMAT's Sample List of **Unallowable** Expenditures

- A social gathering where a meal is provided for employee recognition such as for teacher appreciation, secretary day, etc.
- Contributions or donations to religious, community, charity, or other non-profit groups
- Purchase of flowers for personal gift
- Giving of flowers or items to convey compassion, sympathy or meet a perceived moral obligation
- Presents or gifts to anyone including employees, volunteers, or students
- Alcohol
- Holiday or other staff parties or picnics
- Employee reimbursement for mileage from their residence to their place of work

# GIFT OF PUBLIC FUNDS?

## FCMAT's Sample List of **Allowable** Expenses

- School furniture, supplies and equipment
- Teacher and faculty salaries
- Uniforms and regalia for school bands, choirs or athletic teams
- Caps and gowns for graduation ceremonies
- Instructional materials and textbooks
- Maintenance of buildings and facilities
- Research and promotional activities to advance public education
- Awards to students for excellence or to employees for exceptional contributions (if in board policy)
- Flowers or decorations for a school awards ceremony or commemorative event
- Transportation for students
- Refreshments/meals for meetings for the purpose of conducting school business (e.g., curriculum meeting during lunch)
- Snacks, refreshments and food for students in the course of the school day that are deemed to contribute to the educational process (e.g., during testing)

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# FAIR PROCESSES

## ELIMINATING BIAS

**In every action, decision, and policy, the Board and each Board member must uphold the anti-discrimination laws required of the Charter School:**

No person shall be subjected to discrimination on the basis of 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 crimes set forth in Section 422.55 of the Penal Code, including immigration status, in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance, or enrolls pupils who receive state student financial aid.

## ELIMINATING BIAS

In circumstances where a board member acts as a factfinder (e.g., expulsion) Courts have recognized that “an individual has the right to a tribunal ‘which meets . . . standards of impartiality.’ . . . Biased decision makers are . . . impermissible and even the probability of unfairness is to be avoided. . . . The factor most often considered destructive of administrative board impartiality is bias arising from pecuniary interests of board members. . . . **Personal embroilment in the dispute will also void the administrative decision . . . , although neither prior knowledge of the factual background which bears on a decision nor pre-hearing expressions of opinions on the result disqualifies an administrative body from acting on a matter before it. . . .**”

[Clark v. City of Hermosa Beach, 48 Cal. App. 4th 1152 \(1996\)](#)



# INCOMPATIBLE OFFICES

## Doctrine of Incompatible Offices

- ▶ Public official holding two public offices simultaneously
- ▶ Offices are incompatible with each other (creating divided loyalties); overlapping jurisdictions

# NEPOTISM

**Fun fact:** The word **nepotism** comes from the Italian word for nephew, and the practice can be traced back to Pope Sixtus IV in the late 15th century.

**Defined:** The appearance of, or actual, favoritism in employment (e.g., hiring, compensation, supervision, discipline), appointments, contracting, or decision-making based on family or personal relationships.

**Best Practice:** Implement and enforce anti-nepotism policy that defines scope of nepotism and procedures to avoid nepotism.

# TRAINING ROADMAP



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QUESTIONS?



# THANK YOU

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