



Urban Montessori Charter School

Regular Board Meeting

Published on February 17, 2023 at 7:02 PM PST

Date and Time

Thursday February 23, 2023 at 5:30 PM PST

Location

4551 Steele Street, Oakland, CA 94619. Signage on campus will direct you to the correct room, generally the Sun Room.

The public may comment and participate [via Zoom](#) if they prefer. The public may also email comments to board@urbanmontessori.org to be shared by the Board's Secretary during the meeting. Please make that intention clear in your email.

<https://us02web.zoom.us/j/82592855160?pwd=cG02OTRoUVdrdngwOTI2WFBrOTBzQT09>

Meeting ID: 825 9285 5160; Passcode 510 842 1181

One tap mobile

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Additional teleconference locations:

This meeting will be audio recorded. The public can find documents related to this agenda either linked directly on the agenda or under "Other files" after selecting the meeting in BoardOnTrack prior to viewing the agenda. Downloading the "packet" may not include all of the "Other files" that are still otherwise available to the public.

Members: Kara Fortuna, Greg Klein, Sarah Morrill, Ann Rhodes, Donald Williams

Urban Montessori Charter School welcomes your participation at Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of the organization in public. Your participation assures us of continuing community interest in our school and assists the Board in making the best decisions for our school. To assist you in the ease of speaking/participating in our meetings, guidelines are provided at the bottom of this agenda. All materials for all board and committee meetings, including audio recordings of Regular Board Meetings, are available on our [BoardOnTrack public portal](#) and also through the [UMCS School Calendar](#).

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
A. Call the Meeting to Order		Donald Williams	1 m
This meeting is being audio-recorded.			
B. Record Attendance		Greg Klein	1 m
C. Review of Action/Discussion Items	Discuss	Donald Williams	1 m
With input from the board, the Chair may decide, based upon a number of factors, to reorder the action/discussion items to best suit the needs of the meeting. No additional action/discussion items will be added at this time.			
D. Board and Community Appreciations		Sarah Morrill	10 m
Members of the Board and UMCS community may provide appreciations and affirmations during this time. In particular this month we recognize and appreciate Davis Leung's four years of volunteer service to the Board.			
E. Board Member Comment		Donald Williams	5 m

Any board member wishing to speak to an issue regarding UMCS that does not pertain to an agenda item may do so at this time. No further discussion or action will take place following each board member's comments.

	Purpose	Presenter	Time
F. Presentations from the Floor		Donald Williams	10 m

PRESENTATIONS ON NON-AGENDA ITEMS – Any person wishing to speak to any item not on the agenda will be granted three minutes to make a presentation. Speakers requiring translation shall have double time. Comments should refer to matters within the jurisdiction of this committee.

“What if [we] listened to others so deeply that they felt loved, accepted, and safe in [our] presence, no matter what they had to say?” -- Steve Shapiro, Author

II. Head of School Report 5:58 PM

The Head of School and their designees will present topics of interest to the Board and the general public.

A. Head of School Report	Discuss	Daniel Bissonnette	15 m
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Report topics this meeting **may** include:

1. Recent and upcoming events
2. Professional Development
3. Staffing Update
4. Enrollment and Application Updates
5. [LCAP updates](#)

B. Discuss and Vote on 2023-2024 School Calendar	Vote	Daniel Bissonnette	5 m
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Discussion on the [2023-2024 School Calendar](#). If ready, the Board may vote on the full calendar, or perhaps only First/Last Days of School for students.

III. Finance Committee 6:18 PM

A. Discussion Item - Committee Report, including year to date financial report	Discuss	Greg Klein	5 m
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Most recent year-to-date financial report through January 31, 2023 is available here attached to the agenda or in the "Other files" section of this meeting.

B. Contract above \$15,000 to Edgility Consulting on Compensation Review	Vote	Greg Klein	5 m
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Discuss and vote on contract with Edgility Consulting for full and comprehensive compensation review, plan creation, and implementation support.

IV. Academic Oversight Committee 6:28 PM

A. Discussion Item - Committee Report	Discuss	Kara Fortuna	5 m
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	Purpose	Presenter	Time
V. Family Advisory Council			6:33 PM

A. Discussion Item - Committee Report	Discuss	Kara Fortuna	5 m
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VI. Executive & Governance Committee			6:38 PM
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A. Discussion Item: Committee Updates, including candidates for board service, Form 700, and training	Discuss	Sarah Morrill	10 m
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Draft committee metrics aligned to ABAR Goal

Reviewing Board Job Description

Regular reminders:

- [Form 700](#)
- Board member recruitment
- Board Clearance process

B. Board and Committee Officers and Members	Vote	Sarah Morrill	5 m
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As needed, the Board may take action to change its officers, as well as committee membership and leadership.

Current and archival information is [here](#).

C. Discussion of School Agreements & Article		Sarah Morrill	15 m
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What were take aways or reactions?

How do you think these agreements could support moving away from this culture?

What implications could this have for our work as a board?

VII. Other Business			7:08 PM
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A. Oakland and California Updates	Discuss	Greg Klein	5 m
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Updates and current events related to Oakland USD, Alameda County Office of Education, and California, and potential implications for UMCS.

B. Approve Minutes from January 26, 2023 Regular Meeting	Approve Minutes	Greg Klein	1 m
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	Purpose	Presenter	Time
C. California Commission on Teacher Credentialing	Vote	Greg Klein	5 m
Declaration of Need for Fully Qualified Educators			
D. Action Item - Vote on General Consent Report	Vote	Sarah Morrill	3 m
General Consent Report for February 23, 2023			

1. [UMCS School Safety Plan](#)
2. UMCS Safe Return to In-Person Instruction (required six month review)
3. Contract with Public Montessori in Action for 2023-2024 school year

[items may be linked directly here in the agenda or under "Other files" of this meeting on BoardOnTrack.]

E. Collect New Business items for Future Meetings	Discuss	Sarah Morrill	5 m
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VIII. Closed Session 7:27 PM

A. Closed Session Items	Discuss	Sarah Morrill	15 m
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1. Public Employee Performance Evaluation - Head of School

"Closed Session" is always agendized ahead of time as a "Discuss" item. If any votes are taken during any Closed Session, those are reported out publicly upon return to Open Session.

IX. Return to Open Session 7:42 PM

A. Report out of any closed session action(s)	Vote	Sarah Morrill	1 m
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"Return to Open Session" is always agendized ahead of time as a "Vote" item. It is not meant to indicate the the Board *shall* take an action at this time. If any votes are taken during any Closed Session, those are reported out publicly at this time on the agenda.

X. Closing Items 7:43 PM

A. Adjourn Meeting	FYI	Sarah Morrill	2 m
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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.

SPECIAL PRESENTATIONS MAY BE MADE Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

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 UMCS at 4551 Steele Street, Oakland, CA 94619 or info@urbanmontessori.org.

FOR MORE INFORMATION For more information concerning this agenda or for materials relating to this meeting, please contact UMCS at 4551 Steele Street, Oakland, CA 94619 or board@urbanmontessori.org. All materials are available via the Governance Section of our website: <http://www.urbanmontessori.org/governance> or directly via our [BoardOnTrack public portal](#).

Coversheet

Discussion Item - Committee Report, including year to date financial report

Section:	III. Finance Committee
Item: financial report	A. Discussion Item - Committee Report, including year to date
Purpose:	Discuss
Submitted by:	
Related Material:	UMCS_January_2023_Cash_Flow.pdf UMCS_January_2023_Balance_Sheet.pdf UMCS_January_2023_Forecast.pdf UMCS_January_2023_FC_Presentation.pdf UMCS_January_2023_MYP.pdf

Urban Montessori
Monthly Cash Forecast
As of Jan FY2023

	2022-23													Remaining Balance
	Actuals & Forecast													
	Jul Actuals	Aug Actuals	Sep Actuals	Oct Actuals	Nov Actuals	Dec Actuals	Jan Actuals	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast	Forecast	
Beginning Cash	1,082,292	1,285,136	983,498	1,034,787	1,130,594	1,117,607	1,036,586	1,432,812	1,221,345	1,056,373	1,590,382	1,460,098		
REVENUE														
LCFF Entitlement	-	76,155	345,646	334,968	137,078	216,234	426,358	216,236	206,812	421,769	187,637	187,637	3,199,666	443,135
Federal Revenue	-	-	9	11	-	18,384	64,170	17,432	86,252	27,645	17,432	86,252	470,037	152,450
Other State Revenue	12,655	25,292	35,005	43,383	185,255	57,535	184,109	55,064	51,438	539,188	101,036	147,799	1,325,132	(112,629)
Other Local Revenue	-	-	29	38,102	34,187	27,842	17,818	38,510	799	799	799	60,383	219,176	(93)
Fundraising & Grants	-	-	148	12,178	202	3,500	135,773	7,640	7,640	7,640	7,640	7,640	190,000	-
TOTAL REVENUE	12,655	101,447	380,836	428,642	356,722	323,495	828,228	334,883	352,942	997,041	314,545	489,712	5,404,011	482,864
EXPENSES														
Certificated Salaries	30,679	177,527	182,783	181,345	184,185	184,040	208,331	199,070	205,185	205,185	263,185	235,739	2,257,255	-
Classified Salaries	20,471	56,440	77,835	64,820	67,995	61,355	56,964	62,043	61,470	61,470	61,470	60,071	715,132	2,727
Employee Benefits	20,456	112,619	117,190	40,671	56,607	63,631	69,983	89,531	87,654	83,525	95,109	62,654	899,403	(229)
Books & Supplies	52,343	51,006	36,283	29,181	9,312	17,807	1,696	86,955	32,760	32,760	40,647	35,403	404,494	(21,660)
Services & Other Operating Expenses	56,353	82,793	93,484	72,930	89,446	56,996	64,479	95,444	131,853	81,102	85,426	136,754	1,070,917	23,857
Capital Outlay & Depreciation	-	-	-	-	-	4,483	747	751	751	751	751	751	8,986	-
Other Outflows	-	-	204	-	-	3,614	-	(3,818)	-	-	-	-	-	-
TOTAL EXPENSES	180,301	480,386	507,781	388,949	407,544	391,926	402,200	529,977	519,674	464,793	546,589	531,373	5,356,188	4,695
Operating Cash Inflow (Outflow)	(167,646)	(378,939)	(126,944)	39,694	(50,823)	(68,431)	426,027	(195,094)	(166,732)	532,248	(232,044)	(41,661)	47,823	478,169
Revenues - Prior Year Accruals	255,068	88,128	174,069	57,303	-	26,337	(8,856)	(4,251)	13,147	13,147	13,147	13,147		
Accounts Receivable - Current Year	(2,800)	(1,250)	800	500	250	-	(500)	3,250	-	-	-	-		
Other Assets	8,932	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	-	-	-	-	-	4,483	747	751	751	751	751	751		
Expenses - Prior Year Accruals	172,028	(8,680)	(19,699)	(15,624)	(15,624)	(15,624)	(12,895)	(21,163)	(18,434)	(18,434)	(18,434)	(18,434)		
Accounts Payable - Current Year	(24,096)	(9,167)	13,152	(11,491)	43,840	(36,990)	(17,705)	(1,257)	-	-	-	-		
Summerholdback for Teachers	(38,642)	8,269	9,911	9,481	9,370	9,204	9,408	6,297	6,297	6,297	6,297	(5,739)	-	
Other Liabilities	-	-	-	15,944	-	-	-	-	-	-	100,000	-		
Ending Cash	1,285,136	983,498	1,034,787	1,130,594	1,117,607	1,036,586	1,432,812	1,221,345	1,056,373	1,590,382	1,460,098	1,408,162		

Urban Montessori
Balance Sheet
As of Jan FY2023

	Jun FY2022	Jan FY2023
ASSETS		
Cash Balance	1,082,292	1,432,812
Accounts Receivable	723,278	134,230
Prepays	17,458	8,526
Fixed Assets, Net	30,626	25,395
TOTAL ASSETS	1,853,654	1,600,963
LIABILITIES & EQUITY		
Accounts Payable	103,057	154,879
Due to Others	102,400	102,400
Deferred Revenue	132,544	148,488
Current Loans and Other Payables	47,348	63,634
Beginning Net Assets	1,422,465	1,468,305
Net Income (Loss) to Date	45,841	(336,743)
TOTAL LIABILITIES & EQUITY	1,853,654	1,600,963

Urban Montessori
Income Statement
As of Jan FY2023

	Actual			YTD	Budget							
	Nov	Dec	Jan		Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs.	Approved Budget v1 vs.	Current Forecast	% Current Forecast Spent
									Current Forecast	Current Forecast	Remaining	
SUMMARY												
Revenue												
LCFF Entitlement	137,078	216,234	426,358	1,536,439	3,833,476	3,200,425	3,199,666	(759)	(633,810)	1,663,227	48%	
Federal Revenue	-	18,384	64,170	82,574	499,411	468,711	470,037	1,326	(29,374)	387,463	18%	
Other State Revenues	185,255	57,535	184,109	543,235	1,130,345	1,469,898	1,325,132	(144,766)	194,787	781,897	41%	
Local Revenues	34,187	27,842	17,818	117,977	59,584	213,964	219,176	5,213	159,592	101,199	54%	
Fundraising and Grants	202	3,500	135,773	151,800	190,000	190,000	190,000	-	-	38,200	80%	
Total Revenue	356,722	323,495	828,228	2,432,025	5,712,817	5,542,997	5,404,011	(138,986)	(308,806)	2,971,986	45%	
Expenses												
Compensation and Benefits	308,786	309,025	335,278	2,035,928	3,934,949	3,865,806	3,871,791	(5,984)	63,159	1,835,862	53%	
Books and Supplies	9,312	17,807	1,696	197,629	410,800	403,900	404,494	(594)	6,306	206,865	49%	
Services and Other Operating Expenditures	89,446	56,996	64,479	516,481	1,296,489	1,084,854	1,070,917	13,937	225,572	554,436	48%	
Depreciation	-	4,483	747	5,231	8,986	8,986	8,986	-	-	3,755	58%	
Other Outflows	-	3,614	9,681	13,499	-	-	-	-	-	(13,499)		
Total Expenses	407,544	391,926	411,881	2,768,768	5,651,224	5,363,546	5,356,188	7,359	295,037	2,587,420	52%	
Operating Income	(50,823)	(68,431)	416,347	(336,743)	61,592	179,451	47,823	(131,627)	(13,769)	384,566		
Fund Balance												
Beginning Balance (Audited)					1,236,534	1,468,305	1,468,305					
Operating Income					61,592	179,451	47,823					
Ending Fund Balance					1,298,126	1,647,756	1,516,129					
Fund Balance as a % of Expenses					23%	31%	28%					

Urban Montessori
Income Statement
As of Jan FY2023

	Actual			YTD	Budget							
	Nov	Dec	Jan		Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
KEY ASSUMPTIONS												
Enrollment Summary												
K-3					222	179	179	-	(43)			
4-6					128	108	108	-	(20)			
7-8					56	37	37	-	(19)			
Total Enrolled					406	324	324	-	(82)			
ADA %												
K-3					93.0%	92.0%	92.0%	0.0%	-1.0%			
4-6					93.0%	92.0%	92.0%	0.0%	-1.0%			
7-8					93.0%	92.0%	92.0%	0.0%	-1.0%			
Average ADA %					93.0%	92.0%	92.0%	0.0%	-1.0%			
ADA												
K-3					206.46	164.68	164.68	-	(41.78)			
4-6					119.04	99.36	99.36	-	(19.68)			
7-8					52.08	34.04	34.04	-	(18.04)			
Total ADA					377.58	298.08	298.08	-	(79.50)			

Urban Montessori
Income Statement
As of Jan FY2023

		Actual			YTD	Budget						
		Nov	Dec	Jan	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
REVENUE												
LCFF Entitlement												
8011	Charter Schools General Purpose Entitlement - State Aid	137,078	137,078	137,078	700,622	1,904,420	1,474,906	1,474,147	(759)	(430,273)	773,525	48%
8012	Education Protection Account Entitlement	-	-	210,124	420,248	858,994	792,532	792,532	-	(66,463)	372,284	53%
8096	Charter Schools in Lieu of Property Taxes	-	79,156	79,156	415,569	1,070,062	932,987	932,987	-	(137,074)	517,418	45%
SUBTOTAL - LCFF Entitlement		137,078	216,234	426,358	1,536,439	3,833,476	3,200,425	3,199,666	(759)	(633,810)	1,663,227	48%
Federal Revenue												
8181	Special Education - Entitlement	-	-	-	-	43,625	43,125	43,625	500	-	43,625	0%
8220	Child Nutrition Programs	-	18,384	23,924	42,308	73,080	58,320	58,320	-	(14,760)	16,012	73%
8291	Title I	-	-	31,880	31,880	42,645	31,054	31,880	826	(10,765)	-	100%
8292	Title II	-	-	1,404	1,404	8,381	5,599	5,599	-	(2,782)	4,195	25%
8294	Title IV	-	-	6,962	6,962	10,000	8,922	8,922	-	(1,078)	1,960	78%
8297	PY Federal - Not Accrued	-	-	-	11	-	11	11	-	11	-	100%
8299	All Other Federal Revenue	-	-	-	9	321,680	321,680	321,680	-	-	321,671	0%
SUBTOTAL - Federal Revenue		-	18,384	64,170	82,574	499,411	468,711	470,037	1,326	(29,374)	387,463	18%
Other State Revenue												
8319	Other State Apportionments - Prior Years	-	-	234	234	-	-	234	234	234	-	100%
8381	Special Education - Entitlement (State)	22,512	22,512	22,512	138,136	292,439	270,709	270,709	-	(21,730)	132,573	51%
8382	Special Education Reimbursement (State)	1,423	3,243	1,423	10,515	21,600	19,970	19,970	-	(1,630)	9,455	53%
8520	Child Nutrition - State	-	6,534	11,950	18,485	3,045	19,440	19,440	-	16,395	955	95%
8550	Mandated Cost Reimbursements	-	5,798	-	5,798	5,798	5,798	5,798	-	-	(0)	100%
8560	State Lottery Revenue	-	-	23,262	23,262	89,916	73,786	73,786	-	(16,130)	50,524	32%
8590	All Other State Revenue	141,872	-	105,280	247,405	587,481	863,809	718,809	(145,000)	131,328	471,404	34%
8593	Expanded Learning Opportunities Program	19,448	19,448	19,448	99,400	130,067	216,386	216,386	-	86,319	116,986	46%
SUBTOTAL - Other State Revenue		185,255	57,535	184,109	543,235	1,130,345	1,469,898	1,325,132	(144,766)	194,787	781,897	41%
Local Revenue												
8676	After School Program Revenue	34,187	23,988	12,606	108,293	-	150,000	150,000	-	150,000	41,707	72%
8699	All Other Local Revenue	-	3,790	5,213	9,592	-	4,380	9,592	5,213	9,592	0	100%
8702	Oakland Measure G1	-	-	-	-	59,584	59,584	59,584	-	-	59,584	0%
8999	Uncategorized Revenue	-	64	-	93	-	-	-	-	-	(93)	
SUBTOTAL - Local Revenue		34,187	27,842	17,818	117,977	59,584	213,964	219,176	5,213	159,592	101,199	54%
Fundraising and Grants												
8801	Family Fundraising	49	3,500	4,512	20,239	50,000	50,000	50,000	-	-	29,761	40%
8802	Private Grants	153	-	131,260	131,561	25,000	125,000	125,000	-	100,000	(6,561)	105%
8803	Training Center	-	-	-	-	100,000	-	-	-	(100,000)	-	
8814	Field Trips Donations	-	-	-	-	15,000	15,000	15,000	-	-	15,000	0%
SUBTOTAL - Fundraising and Grants		202	3,500	135,773	151,800	190,000	190,000	190,000	-	-	38,200	80%
TOTAL REVENUE		356,722	323,495	828,228	2,432,025	5,712,817	5,542,997	5,404,011	(138,986)	(308,806)	2,971,986	45%

Urban Montessori
Income Statement
As of Jan FY2023

		Actual			YTD	Budget						
		Nov	Dec	Jan	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
EXPENSES												
Compensation & Benefits												
Certificated Salaries												
1100	Lead Teacher Salaries	90,576	90,212	101,717	548,545	1,072,001	1,045,591	1,045,591	-	26,410	497,047	52%
1148	Special Ed Teacher Salaries	29,848	29,848	33,848	183,128	349,210	388,701	364,240	24,461	(15,030)	181,112	50%
1150	Support Teacher Salaries	41,482	41,702	50,487	261,263	656,289	522,074	522,074	-	134,215	260,810	50%
1170	Measure G1 Stipends	-	-	-	-	58,000	58,000	58,000	-	-	58,000	0%
1300	Certificated Supervisor & Administrator Salaries	22,279	22,279	22,279	155,954	267,350	267,350	267,350	-	-	111,396	58%
SUBTOTAL - Certificated Salaries		184,185	184,040	208,331	1,148,891	2,402,850	2,281,717	2,257,255	24,461	145,595	1,108,365	51%
Classified Salaries												
2100	Distance Learning Support Staff	5,941	5,941	5,941	35,648	65,354	65,354	65,354	-	-	29,707	55%
2102	Student Support Staff	18,114	15,762	13,130	97,857	231,572	173,212	173,212	-	58,361	75,354	56%
2300	Classified Supervisor & Administrator Salaries	9,366	9,366	9,366	65,565	112,398	112,398	112,398	-	-	46,832	58%
2400	Classified Clerical & Office Salaries	11,231	10,977	12,322	94,758	180,411	169,527	194,072	(24,545)	(13,661)	99,314	49%
2900	Classified Substitutes	8,293	7,928	7,630	47,617	46,771	47,102	51,998	(4,896)	(5,227)	4,381	92%
2905	Other Classified - After School	15,049	11,380	8,028	63,889	-	112,212	118,099	(5,886)	(118,099)	54,210	54%
2999	Payroll Temporary Holding Account	-	-	546	546	-	-	-	-	-	(546)	-
SUBTOTAL - Classified Salaries		67,995	61,355	56,964	405,880	636,506	679,805	715,132	(35,327)	(78,626)	309,253	57%
Employee Benefits												
3100	STRS	37,591	32,936	38,056	223,288	425,134	447,666	442,994	4,672	(17,859)	219,706	50%
3300	OASDI-Medicare-Alternative	6,880	6,361	6,554	41,953	94,509	81,241	83,589	(2,348)	10,920	41,636	50%
3400	Health & Welfare Benefits	9,359	21,707	19,291	184,585	327,692	324,854	321,426	3,428	6,266	136,841	57%
3500	Unemployment Insurance	246	95	3,551	6,013	11,734	14,936	15,676	(740)	(3,942)	9,663	38%
3600	Workers Comp Insurance	2,532	2,532	2,532	25,319	36,524	35,589	35,719	(131)	805	10,400	71%
SUBTOTAL - Employee Benefits		56,607	63,631	69,983	481,158	895,593	904,285	899,403	4,882	(3,810)	418,245	53%
Books & Supplies												
4100	Approved Textbooks & Core Curricula Materials	-	-	(11,695)	-	100,000	25,000	25,000	-	75,000	25,000	0%
4200	Books & Other Reference Materials	66	85	293	2,942	1,000	2,700	2,942	(242)	(1,942)	-	100%
4320	Educational Software	-	-	-	-	9,000	9,000	9,000	-	-	9,000	0%
4325	Instructional Materials & Supplies	341	609	306	61,487	7,500	82,500	82,500	-	(75,000)	21,013	75%
4326	Art & Music Supplies	668	168	462	11,352	5,000	11,000	11,352	(352)	(6,352)	-	100%
4330	Office Supplies	627	412	634	4,571	5,000	5,000	5,000	-	-	429	91%
4335	PE Supplies	12	-	11	978	2,000	2,000	2,000	-	-	1,022	49%
4340	SpEd Materials & Supplies	321	-	65	1,219	2,000	2,000	2,000	-	-	781	61%
4400	Training Center Expenses	-	-	-	350	100,000	100,000	100,000	-	-	99,650	0%
4410	Classroom Furniture, Equipment & Supplies	3,372	539	570	17,853	10,000	20,000	20,000	-	(10,000)	2,147	89%
4420	Computers: individual items less than \$5k	-	1,388	157	9,410	17,500	17,500	17,500	-	-	8,090	54%
4430	Non Classroom Related Furniture, Equipment & Supplies	-	628	208	3,775	10,000	10,000	10,000	-	-	6,225	38%
4700	Snacks	1,798	594	-	11,076	15,000	15,000	15,000	-	-	3,924	74%
4710	Student Food Services	2,108	12,429	10,685	69,425	121,800	97,200	97,200	-	24,600	27,775	71%
4720	Other Food	-	955	-	3,192	5,000	5,000	5,000	-	-	1,808	64%
SUBTOTAL - Books and Supplies		9,312	17,807	1,696	197,629	410,800	403,900	404,494	(594)	6,306	206,865	49%
Services & Other Operating Expenses												
5215	Travel - Mileage, Parking, Tolls	-	-	55	55	1,662	1,662	1,662	-	-	1,607	3%
5305	Dues & Membership - Professional	1,250	-	-	5,808	19,000	19,000	19,000	-	-	13,193	31%
5450	Insurance - Other	6,471	6,471	9,565	63,483	73,330	73,330	73,330	-	-	9,847	87%
5515	Janitorial, Gardening Services & Supplies	7,000	7,485	7,000	55,114	100,000	100,000	100,000	-	-	44,886	55%

Urban Montessori
Income Statement
As of Jan FY2023

		Actual			YTD	Budget						
		Nov	Dec	Jan	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
5520	Security	1,023	881	-	12,709	22,660	22,660	22,660	-	-	9,951	56%
5535	Utilities - All Utilities	5,616	6,036	7,362	41,581	55,105	55,105	55,105	-	-	13,524	75%
5605	Equipment Leases	1,678	931	931	7,551	13,596	13,596	13,596	-	-	6,045	56%
5610	Rent	39,358	-	-	78,716	146,708	157,431	157,431	-	(10,723)	78,716	50%
5615	Repairs and Maintenance - Building	3,108	886	1,806	7,666	20,000	20,000	20,000	-	-	12,334	38%
5803	Accounting Fees	-	-	3,045	13,545	23,672	23,672	23,672	-	-	10,127	57%
5805	Administrative Fees	-	-	-	354	6,775	6,775	6,775	-	-	6,421	5%
5809	Banking Fees	(889)	86	111	837	656	2,000	2,000	-	(1,344)	1,163	42%
5812	Business Services	10,167	10,167	10,167	71,167	122,000	122,000	122,000	-	-	50,833	58%
5815	Consultants - Instructional	700	-	-	700	5,000	5,000	5,000	-	-	4,300	14%
5820	Consultants - Non Instructional - Custom 1	-	-	360	360	-	-	18,075	(18,075)	(18,075)	17,715	2%
5824	District Oversight Fees	-	-	5,745	9,687	39,485	32,964	32,957	8	6,528	23,270	29%
5826	Directors Contingency	-	-	-	-	253,612	32,004	-	32,004	253,612	-	-
5827	Middle School Program expenses (8816 offset)	118	-	-	118	1,918	1,918	1,918	-	-	1,800	6%
5830	Field Trips Expenses	-	150	-	150	50,000	50,000	50,000	-	-	49,850	0%
5833	Fines and Penalties	-	-	-	-	1,000	1,000	1,000	-	-	1,000	0%
5836	Fingerprinting	-	-	-	-	1,692	1,692	1,692	-	-	1,692	0%
5839	Fundraising Expenses	-	-	-	-	11,674	11,674	11,674	-	-	11,674	0%
5845	Legal Fees	-	-	-	8,728	50,000	50,000	50,000	-	-	41,272	17%
5851	Marketing and Student Recruiting	-	900	-	900	10,000	10,000	10,000	-	-	9,100	9%
5857	Payroll Fees	492	491	494	3,206	6,747	6,747	6,747	-	-	3,542	48%
5860	Printing and Reproduction	-	-	-	-	1,030	1,030	1,030	-	-	1,030	0%
5861	Prior Yr Exp (not accrued)	150	-	-	14,427	-	14,427	14,427	-	(14,427)	-	100%
5863	Professional Development	-	11,650	-	31,223	69,000	69,000	69,000	-	-	37,777	45%
5869	Special Education Contract Instructors	8,550	4,250	11,850	34,450	90,000	90,000	90,000	-	-	55,550	38%
5875	Staff Recruiting	-	3,000	-	3,075	4,000	4,000	4,000	-	-	925	77%
5878	Student Assessment	449	437	5,000	7,457	13,000	13,000	13,000	-	-	5,543	57%
5880	Student Health Services	-	192	-	2,666	6,000	6,000	6,000	-	-	3,334	44%
5881	Student Information System	827	1,147	827	19,158	25,000	25,000	25,000	-	-	5,842	77%
5884	Substitutes	-	-	-	-	15,450	5,450	5,450	-	10,000	5,450	0%
5887	Technology Services	186	186	120	11,052	13,000	13,000	13,000	-	-	1,948	85%
5910	Communications - Internet / Website Fees	569	569	-	3,414	8,652	8,652	8,652	-	-	5,238	39%
5915	Postage and Delivery	601	70	42	1,039	3,395	3,395	3,395	-	-	2,355	31%
5920	Communications - Telephone & Fax	2,022	1,011	-	6,086	11,670	11,670	11,670	-	-	5,584	52%
SUBTOTAL - Services & Other Operating Exp.		89,446	56,996	64,479	516,481	1,296,489	1,084,854	1,070,917	13,937	225,572	554,436	48%
Capital Outlay & Depreciation												
6900	Depreciation	-	4,483	747	5,231	8,986	8,986	8,986	-	-	3,755	58%
SUBTOTAL - Capital Outlay & Depreciation		-	4,483	747	5,231	8,986	8,986	8,986	-	-	3,755	58%
Other Outflows												
7999	Uncategorized Expense	-	3,614	9,681	13,499	-	-	-	-	-	(13,499)	-
SUBTOTAL - Other Outflows		-	3,614	9,681	13,499	-	-	-	-	-	(13,499)	-
TOTAL EXPENSES		407,544	391,926	411,881	2,768,768	5,651,224	5,363,546	5,356,188	7,359	295,037	2,587,420	52%

Urban Montessori Finance Committee Update

JOSH KEMP

FEBRUARY 15, 2023



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2022-23 Forecast Update

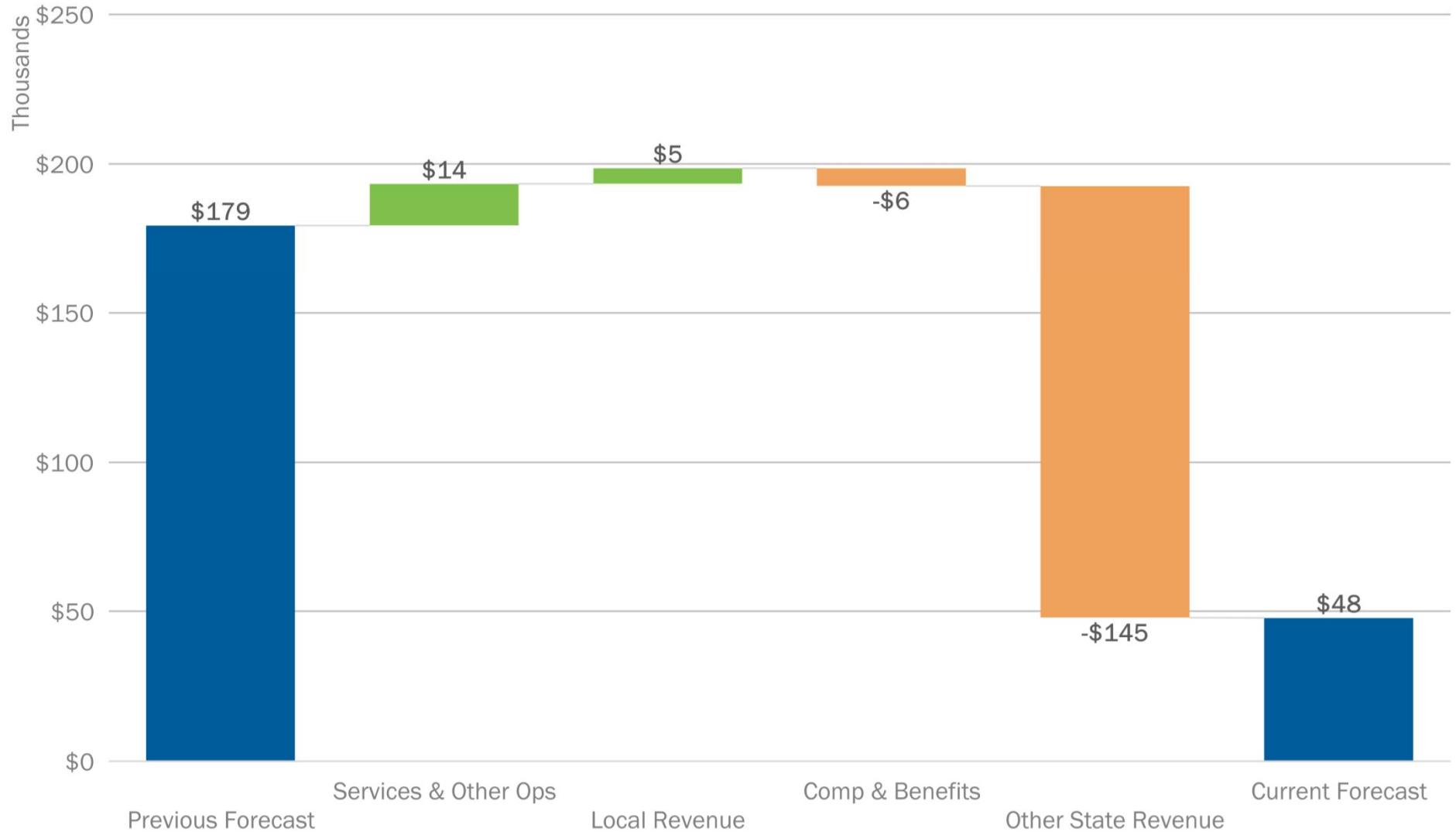
Actuals through 1/31/2023





2022-23 Forecast Update

Movement of one-time state funds to future years



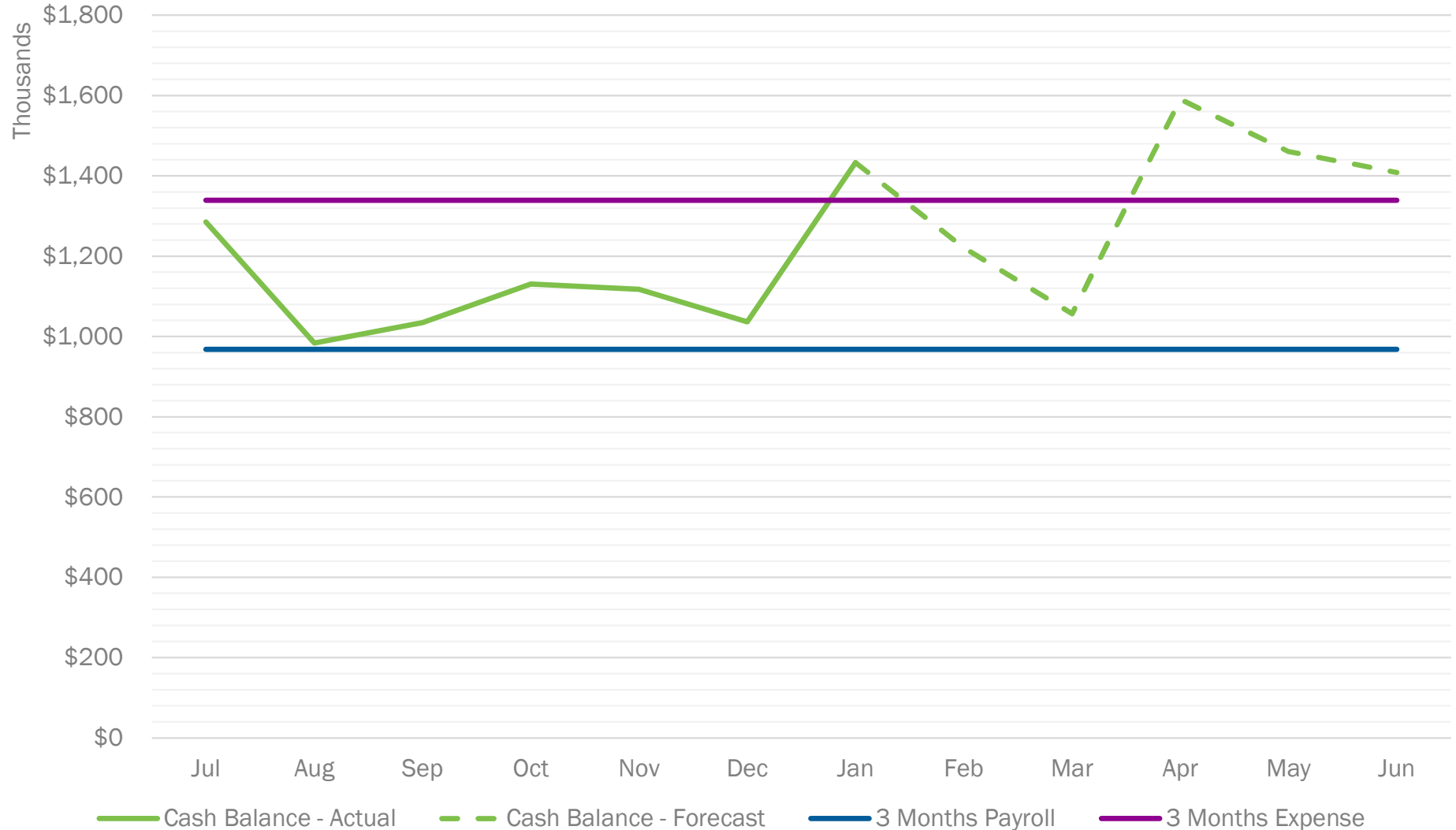
Budget Comparison



		2022-23	2022-23	Variance
		Previous Forecast	Current Forecast	
Revenue	LCFF Entitlement	3,200,425	3,199,666	(759)
	Federal Revenue	468,711	470,037	1,326
	Other State Revenues	1,469,898	1,325,132	(144,766)
	Local Revenues	213,964	219,176	5,213
	Fundraising and Grants	190,000	190,000	-
	Total Revenue	5,542,997	5,404,011	(138,986)
Expenses	Compensation and Benefits	3,865,806	3,871,791	(5,984)
	Books and Supplies	403,900	404,494	(594)
	Services and Other Operating	1,084,854	1,070,917	13,937
	Depreciation	8,986	8,986	-
	Other Outflows	-	-	-
	Total Expenses	5,363,546	5,356,188	7,359
	Operating Income	179,451	47,823	(131,627)
	Beginning Balance (Audited)	1,468,305	1,468,305	-
	Operating Income	179,451	47,823	(131,627)
Ending Fund Balance (incl. Depreciation)		1,647,756	1,516,129	(131,627)
Ending Fund Balance as % of Expenses		30.7%	28.3%	-2.4%

2022-23 Monthly Cash Flow Projection

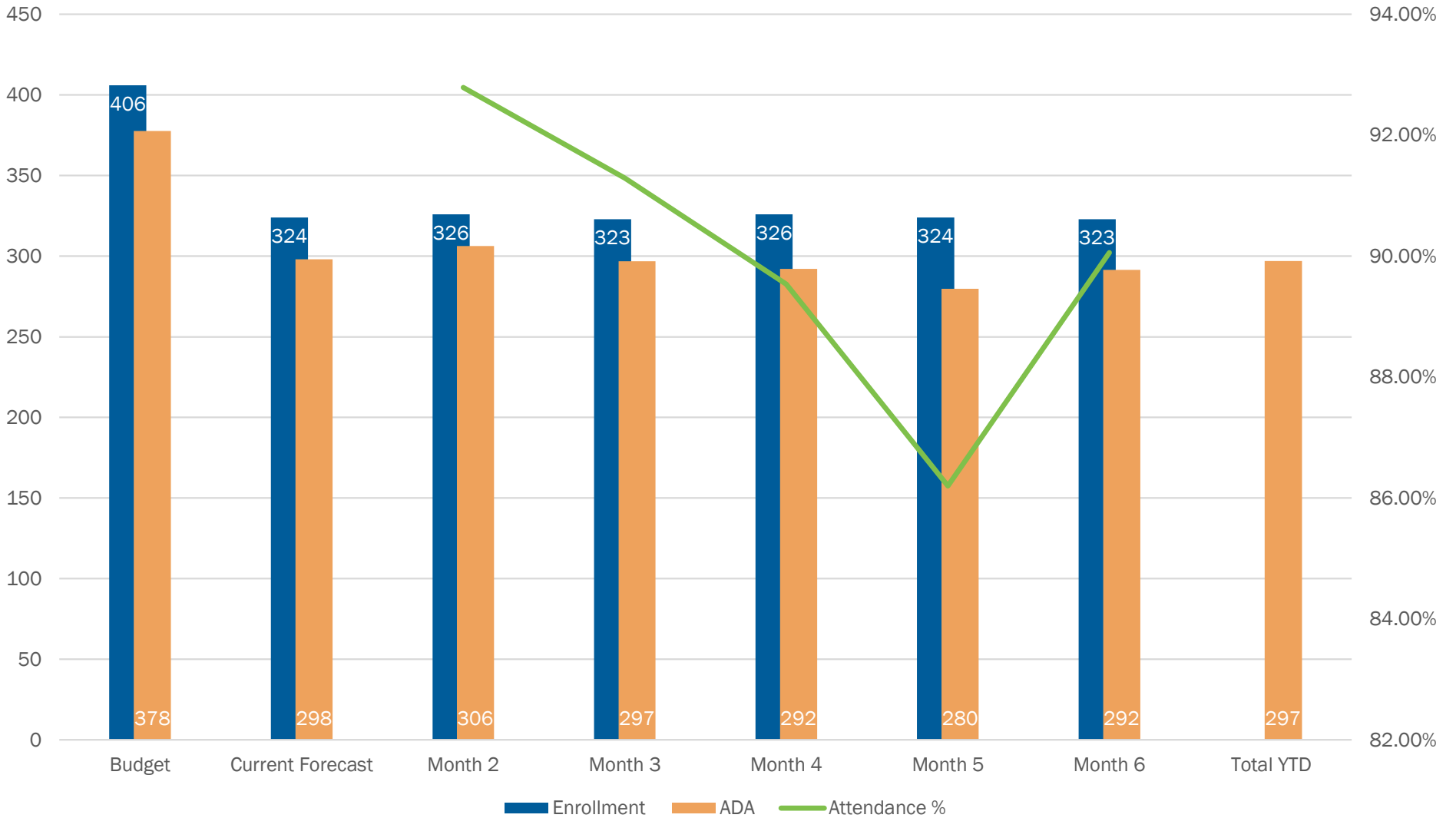
Large cash bump in April due to hold harmless protection from FY22





Enrollment & Attendance

Attendance was much stronger to start 2023



2nd Interim Financials



		2022-23	2023-24	2024-25
		Current Forecast	Projected Budget	Projected Budget
Revenue	LCFF Entitlement	3,199,666	4,157,447	4,432,980
	Federal Revenue	470,037	158,345	169,449
	Other State Revenues	1,325,132	748,326	807,497
	Local Revenues	219,176	213,349	217,209
	Fundraising and Grants	190,000	190,000	65,000
	Total Revenue	5,404,011	5,467,466	5,692,135
Expenses	Compensation and Benefits	3,871,791	4,073,266	4,274,762
	Books and Supplies	404,494	254,639	261,237
	Services and Other Operating Expenditures	1,070,917	1,122,369	1,144,540
	Depreciation	8,986	8,986	8,986
	Other Outflows	-	-	-
	Total Expenses	5,356,188	5,459,260	5,689,526
	Operating Income	47,823	8,206	2,609
	Beginning Balance (Audited)	1,468,305	1,516,129	1,524,335
	Operating Income	47,823	8,206	2,609
Ending Fund Balance (incl. Depreciation)		1,516,129	1,524,335	1,526,944
Ending Fund Balance as % of Expenses		28.3%	27.9%	26.8%

Urban Montessori
Multi-year Projection
As of Jan FY2023

	Year 1	Year 2	Year 3
	2022-23	2023-24	2024-25
SUMMARY			
Revenue			
LCFF Entitlement	3,199,666	4,157,447	4,432,980
Federal Revenue	470,037	158,345	169,449
Other State Revenues	1,325,132	748,326	807,497
Local Revenues	219,176	213,349	217,209
Fundraising and Grants	190,000	190,000	65,000
Total Revenue	5,404,011	5,467,466	5,692,135
Expenses			
Compensation and Benefits	3,871,791	4,073,266	4,274,762
Books and Supplies	404,494	254,639	261,237
Services and Other Operating Expenditures	1,070,917	1,122,369	1,144,540
Depreciation	8,986	8,986	8,986
Other Outflows	-	-	-
Total Expenses	5,356,188	5,459,260	5,689,526
Operating Income	47,823	8,206	2,609
Fund Balance			
Beginning Balance (Unaudited)	1,468,305	1,516,129	1,524,335
Audit Adjustment			
Beginning Balance (Audited)	1,468,305	1,516,129	1,524,335
Operating Income	47,823	8,206	2,609
Ending Fund Balance	1,516,129	1,524,335	1,526,944
Total Revenue Per ADA	18,129	15,228	15,490
Total Expenses Per ADA	17,969	15,205	15,483
Operating Income Per ADA	160	23	7
Fund Balance as a % of Expenses	28%	28%	27%

**Urban Montessori
Multi-year Projection
As of Jan FY2023**

	Year 1 2022-23	Year 2 2023-24	Year 3 2024-25
Key Assumptions			
Enrollment Breakdown			
TK	31	36	44
K	36	49	44
1	36	42	42
2	30	41	41
3	46	37	41
4	45	45	36
5	36	45	41
6	27	42	41
7	22	26	35
8	15	21	28
Total Enrolled	324	384	393
ADA %			
K-3	92.0%	93.5%	93.5%
4-6	92.0%	93.5%	93.5%
7-8	92.0%	93.5%	93.5%
Average ADA %	92.0%	93.5%	93.5%
ADA			
K-3	165	192	198
4-6	99	123	110
7-8	34	44	59
Total ADA	298	359	367

Urban Montessori
Multi-year Projection
As of Jan FY2023

	Year 1	Year 2	Year 3
	2022-23	2023-24	2024-25
REVENUE			
LCFF Entitlement			
8011 Charter Schools General Purpose Entitlement - State Aid	1,474,147	2,001,374	2,189,008
8012 Education Protection Account Entitlement	792,532	1,032,249	1,093,826
8096 Charter Schools in Lieu of Property Taxes	932,987	1,123,823	1,150,146
SUBTOTAL - LCFF Entitlement	3,199,666	4,157,447	4,432,980
Federal Revenue			
8181 Special Education - Entitlement	43,625	40,750	48,000
8220 Child Nutrition Programs	58,320	71,194	75,048
8291 Title I	31,880	31,880	31,880
8292 Title II	5,599	5,599	5,599
8294 Title IV	8,922	8,922	8,922
8297 PY Federal - Not Accrued	11	-	-
8299 All Other Federal Revenue	321,680	-	-
SUBTOTAL - Federal Revenue	470,037	158,345	169,449
Other State Revenue			
8319 Other State Apportionments - Prior Years	234	-	-
8381 Special Education - Entitlement (State)	270,709	287,649	302,823
8382 Special Education Reimbursement (State)	19,970	18,150	18,150
8520 Child Nutrition - State	19,440	23,731	25,016
8550 Mandated Cost Reimbursements	5,798	5,911	7,372
8560 State Lottery Revenue	73,786	88,878	90,960
8590 All Other State Revenue	718,809	135,944	140,944
8593 Expanded Learning Opportunities Program	216,386	188,062	222,231
SUBTOTAL - Other State Revenue	1,325,132	748,326	807,497
Local Revenue			
8676 After School Program Revenue	150,000	153,765	157,625
8699 All Other Local Revenue	9,592	-	-
8702 Oakland Measure G1	59,584	59,584	59,584
SUBTOTAL - Local Revenue	219,176	213,349	217,209
Fundraising and Grants			
8801 Family Fundraising	50,000	50,000	50,000
8802 Private Grants	125,000	125,000	-
8814 Field Trips Donations	15,000	15,000	15,000
SUBTOTAL - Fundraising and Grants	190,000	190,000	65,000
TOTAL REVENUE	5,404,011	5,467,466	5,692,135

Urban Montessori
Multi-year Projection
As of Jan FY2023

	Year 1	Year 2	Year 3
	2022-23	2023-24	2024-25
EXPENSES			
Compensation & Benefits			
Certificated Salaries			
1100 Lead Teacher Salaries	1,045,591	1,030,637	1,061,556
1148 Special Ed Teacher Salaries	364,240	410,968	423,297
1150 Support Teacher Salaries	522,074	573,964	639,900
1170 Measure G1 Stipends	58,000	58,000	58,000
1300 Certificated Supervisor & Administrator Salaries	267,350	283,765	292,278
SUBTOTAL - Certificated Salaries	2,257,255	2,357,334	2,475,031
Classified Salaries			
2100 Distance Learning Support Staff	65,354	66,951	68,960
2102 Student Support Staff	173,212	163,954	168,873
2300 Classified Supervisor & Administrator Salaries	112,398	115,208	118,664
2400 Classified Clerical & Office Salaries	194,072	258,837	266,602
2900 Classified Substitutes	51,998	54,128	55,752
2905 Other Classified - After School	118,099	107,944	111,182
SUBTOTAL - Classified Salaries	715,132	767,022	790,033
Employee Benefits			
3100 STRS	442,994	457,930	480,973
3300 OASDI-Medicare-Alternative	83,589	90,366	93,650
3400 Health & Welfare Benefits	321,426	349,510	373,209
3500 Unemployment Insurance	15,676	13,559	22,631
3600 Workers Comp Insurance	35,719	37,545	39,236
SUBTOTAL - Employee Benefits	899,403	948,910	1,009,699
Books & Supplies			
4100 Approved Textbooks & Core Curricula Materials	25,000	25,000	25,750
4200 Books & Other Reference Materials	2,942	3,030	3,121
4320 Educational Software	9,000	9,270	9,548
4325 Instructional Materials & Supplies	82,500	30,000	30,900
4326 Art & Music Supplies	11,352	11,692	12,043
4330 Office Supplies	5,000	5,150	5,305
4335 PE Supplies	2,000	2,060	2,122
4340 SpEd Materials & Supplies	2,000	2,060	2,122
4400 Training Center Expenses	100,000	-	-
4410 Classroom Furniture, Equipment & Supplies	20,000	7,000	7,210
4420 Computers: individual items less than \$5k	17,500	17,620	14,244
4430 Non Classroom Related Furniture, Equipment & Supplies	10,000	2,500	2,575
4700 Snacks	15,000	15,450	15,914
4710 Student Food Services	97,200	118,656	125,080
4720 Other Food	5,000	5,150	5,305
SUBTOTAL - Books and Supplies	404,494	254,639	261,237
Services & Other Operating Expenses			
5215 Travel - Mileage, Parking, Tolls	1,662	1,712	1,763
5305 Dues & Membership - Professional	19,000	19,570	20,157
5450 Insurance - Other	73,330	75,530	77,796

Urban Montessori
Multi-year Projection
As of Jan FY2023

	Year 1	Year 2	Year 3
	2022-23	2023-24	2024-25
5515 Janitorial, Gardening Services & Supplies	100,000	103,000	106,090
5520 Security	22,660	10,000	10,300
5535 Utilities - All Utilities	55,105	56,758	58,461
5605 Equipment Leases	13,596	14,004	14,424
5610 Rent	157,431	162,154	167,019
5615 Repairs and Maintenance - Building	20,000	20,600	21,218
5803 Accounting Fees	23,672	24,382	25,113
5805 Administrative Fees	6,775	6,978	7,187
5809 Banking Fees	2,000	2,060	2,122
5812 Business Services	122,000	126,880	131,955
5815 Consultants - Instructional	5,000	5,150	5,305
5820 Consultants - Non Instructional - Custom 1	18,075	18,075	-
5824 District Oversight Fees	32,957	44,106	48,440
5826 Directors Contingency	-	41,574	45,660
5827 Middle School Program expenses (8816 offset)	1,918	1,976	2,035
5830 Field Trips Expenses	50,000	51,500	53,045
5833 Fines and Penalties	1,000	1,030	1,061
5836 Fingerprinting	1,692	1,743	1,795
5839 Fundraising Expenses	11,674	12,024	12,385
5845 Legal Fees	50,000	51,500	53,045
5851 Marketing and Student Recruiting	10,000	10,300	10,609
5857 Payroll Fees	6,747	6,950	7,158
5860 Printing and Reproduction	1,030	1,061	1,093
5861 Prior Yr Exp (not accrued)	14,427	-	-
5863 Professional Development	69,000	71,070	73,202
5869 Special Education Contract Instructors	90,000	92,700	95,481
5875 Staff Recruiting	4,000	4,120	4,244
5878 Student Assessment	13,000	8,500	8,755
5880 Student Health Services	6,000	6,180	6,365
5881 Student Information System	25,000	25,750	26,523
5884 Substitutes	5,450	5,614	5,782
5887 Technology Services	13,000	13,390	13,792
5910 Communications - Internet / Website Fees	8,652	8,912	9,179
5915 Postage and Delivery	3,395	3,497	3,602
5920 Communications - Telephone & Fax	11,670	12,020	12,381
SUBTOTAL - Services & Other Operating Exp.	1,070,917	1,122,369	1,144,540
Depreciation Expense			
6900 Depreciation	8,986	8,986	8,986
SUBTOTAL - Depreciation Expense	8,986	8,986	8,986
Other Outflows			
SUBTOTAL - Other Outflows	-	-	-
TOTAL EXPENSES	5,356,188	5,459,260	5,689,526

Coversheet

Contract above \$15,000 to Edgility Consulting on Compensation Review

Section: III. Finance Committee
Item: B. Contract above \$15,000 to Edgility Consulting on
Compensation Review
Purpose: Vote
Submitted by:
Related Material: Urban_Montessori_Charter_School_2022_Compensation.pdf

**CONSULTING AGREEMENT BY AND BETWEEN
EDGILITY CONSULTING AND URBAN MONTESSORI CHARTER SCHOOL**

This agreement (the “**Agreement**”) is made on February 13, 2023, by and between Edgility Consulting LLC, a New Hampshire limited liability company (“**Consultant**”) and Urban Montessori Charter School (“**Client**”) (collectively referred to as “**Parties**”). Client wishes to retain Consultant to conduct a compensation study and update Client’s compensation practices and, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Background and Purpose. Consultant provides talent equity consulting services. Client desires to retain Consultant and Consultant agrees to provide to Client services on the terms and conditions set forth herein.
2. Services. Consultant shall provide to Client the services set forth in **Exhibit A** (“**Services**”), which is attached hereto and expressly incorporated herein by this reference. **Exhibit A** may be amended from time to time by the Parties pursuant to a written amendment signed by both parties pursuant to the terms of this Agreement.
3. Duties of Client. Client agrees to cooperate with Consultant in the performance of Consultant’s services and, specifically, Client agrees to the duties assigned to Client within this Agreement and as set forth in **Exhibit A** hereto.
4. Term. The term of services pursuant to this Agreement shall commence on August 7, 2023, and shall end on December 8, 2023, unless terminated by either party in accord with Section 6, herein (the “**Term of Services**”). Consultant and Client may extend the Term of Services by mutual agreement, but any such agreement must be in writing and signed by both Parties.
5. Compensation. As consideration for providing the Services, Client shall pay to Consultant as follows:
 - 5.1. Client shall pay Consultant a consulting fee in the amount of \$36,120 according to the following schedule:
 - A. \$18,060 due upon execution of this contract
 - B. \$13,060 due upon design of compensation program deliverables as outlined in “Program Design” section of Appendix A, or June 13, 2023, whichever date comes earlier in time. Invoice will be sent on May 12, 2023, to match Consultant's net 30 terms.
 - C. \$5,000 due upon completion of implementation support phase as outlined in “Implementation Support” section of Appendix A, or August 11, 2023, whichever date comes earlier in time. Invoice will be sent on July 11, 2023, to match Consultant's net 30 terms. Implementation support must be completed within three (3) months of the structure or program design. Beyond that point, Consultant will offer one (1) hour to coach Client through their own implementation tactics.

Client shall reimburse Consultant for all approved expenses necessary to the performance of Consultant's duties, including but not limited to any purchase of additional compensation data, within thirty (30) days of Consultant's submission of an invoice or reimbursement request with supporting documentation to Client. Other possible expenses include, but are not limited to, necessary travel, meals and lodging, long distance telephone charges, photocopying, messenger and delivery services and postage.

Payment is expected upon the provision of services. If Consultant does not receive payment in full on any invoice within thirty (30) days, late charges at .8333% interest per month (10% per year) will be imposed on Client's unpaid balance after fifteen (15) days. The unpaid balance is determined by taking the beginning balance of Client's account for each month, adding any new charges and subtracting any payments made to Client's account. Consultant will then multiply this amount by the .8333% monthly periodic interest rate to compute the late charge for Client's account for that month.

5.2. Should Client request to make adjustments to the Agreement that will increase expenses or time allotted, the consulting fee will be subject to change. Any changes in the consulting fee will be communicated to Client with prior written approval.

5.3. In the event that the client requests to extend the timeline of the project beyond the end date of the contract by more than two weeks, a late fee of \$1,500 per week will be charged for the duration of the extension.

5.4. All invoices and a copy of Consultant's W9 will be sent to Krishna Feeney at krishnaf@urbanmontessori.org and **Accounts Payable** at **[email address]**. If ACH is the preferred method of payment, Client will send a copy of their ACH form to eaustin@edgilityconsulting.com. If paying by check, the remittance address on the invoice differs from the address on the W9. Client agrees to send payment to the following remittance address, also located on the invoice:

Edgility Consulting LLC
480 S Holly Street
Denver, CO 80246
Attn: Accounts Payable

5.5. Client agrees and grants permission for Consultant to list Client's name and/or logo as part of a list of clients for whom Consultant has performed services, which may be listed on Consultant's website or within other printed or electronic materials.

6. Early Termination.

6.1. Consultant and Client shall each have the right to end the Term of Services early by providing written notice to the other party at least thirty (30) days in advance of the termination date, and such termination shall be subject to the Early Termination Payments set forth in Section 7 herein.

6.2. Consultant shall have the right to immediately end the Term of Services by written notice to Client if Client breaches any material provision of this Agreement, including, without limitation, the duties set forth in Section 3 above, or the making of payments to Consultant when due under the terms of this Agreement, and such termination shall be subject to the Early Termination Payments set forth in Section 7 herein.

7. Early Termination Payments. In the event that the Term of Services within this Agreement is terminated pursuant to Section 6.1 or Section 6.2, Client shall pay any and all fees, expenses, and costs incurred by Consultant, or otherwise due and owing, as of the effective date of the termination.

8. Conflict of Interest. Consultant agrees to devote the time and resources necessary to perform the services for Client provided for in this Agreement, but shall be free to work for any other client(s) during the term of this Agreement as long as that work does not prohibit Consultant from performing services for Client.

9. Confidential Information; Non-Disclosure.

9.1. Non-Disclosure by Consultant

A. During the term of this contract, Consultant may have access to and become acquainted with information of a confidential or proprietary nature (“**Confidential Information**”), which may be either applicable or related to the present or future business of Client or the business of its members and/or donors. Such Confidential Information shall be denoted as such by Client and includes, but is not limited to, employee demographic data, salary information, organizational financial information, strategic plans, human resources documents, and other information concerning employees. Consultant shall (i) not use for its own benefit or knowingly disclose to or use for the benefit of any other person, any Confidential Information without Client's prior written consent; (ii) use at least the same degree of care and precautions to protect Client's Confidential Information from disclosure that it employs with respect to its own confidential information; (iii) disclose Confidential Information only to those of its employees or contractors who require access to perform its obligations under this Agreement; and (iv) take appropriate action by instruction, agreement or otherwise with Client's employees or other persons allowed such access to satisfy the foregoing obligations.

B. This Section shall not apply to any information which (i) is or becomes publicly available through no fault of Consultant; (ii) is already in Consultant's possession without restriction on disclosure when disclosed by Client; (iii) is independently developed by Consultant without use of Confidential Information; or (iv) is rightfully obtained from third parties without restriction on disclosure.

9.2. Non-Disclosure by Client

A. During the term of this contract, Client may have access to and become acquainted with information of a confidential or proprietary nature (“**Confidential Information**”), which may be either applicable or related to the present or future business of Consultant or the business of its members and/or donors. Such Confidential Information shall be denoted as such by Consultant and includes, but is not limited to, all Edgility created findings, tools, and resources, Survey tools, and Scenario planning spreadsheet tool. Client shall (i) not use for its own benefit or knowingly disclose to or use for the benefit of any other person, any Confidential Information without Consultant's prior written consent; (ii) use at least the same degree of care and precautions to protect Consultant's Confidential Information from disclosure that it employs with respect to its own confidential information; (iii) disclose Confidential Information only to those of its employees or contractors who require access to perform its obligations under this Agreement; and (iv) take appropriate action by instruction, agreement or otherwise with Consultant's employees or other persons allowed such access to satisfy the foregoing obligations.

B. This Section shall not apply to any information which (i) is or becomes publicly available through no fault of Client; (ii) is already in Client's possession without restriction on disclosure when disclosed by Consultant; (iii) is independently developed by Client without use of Confidential Information; or (iv) is rightfully obtained from third parties without restriction on disclosure.

10. Independent Contractor.

10.1. This Agreement will not render Consultant an employee, partner, agent of, or engaging in a joint venture with Client for any purpose. Consultant is and will remain for all purposes an independent contractor.

10.2. Consultant shall be responsible for paying all federal and state taxes and FICA taxes. Consultant shall complete the services required under this Agreement according to its own means and methods of work, which shall be in the exclusive charge and control of Consultant, the Client being interested only with the ends achieved and results obtained. Consultant shall be responsible for the procurement, cost, and use of all materials, supplies, equipment, and/or additional labor needed or required to complete the requirements of the services provided pursuant to this Agreement.

10.3. Consultant acknowledges that Consultant shall not be entitled to any of the benefits provided by the Client to its employees, including but not limited to paid time off, health and welfare benefits, health and accident insurance, life insurance, or similar arrangements.

10.4. Consultant shall be entirely and solely responsible for its acts and the acts of any of its personnel, agents, or subconsultants while engaged in the performance of services under this Agreement. Any employees or subconsultants of Consultant shall also be bound to the terms and conditions of this Agreement.

10.5. Consultant hereby agrees and acknowledges that Consultant is not and will not represent or hold itself out to be an employee, agent, partner or joint venturer of or with the Client. Neither Client nor Consultant shall have the authority to bind the other in any respect. Consultant hereby acknowledges and agrees that Consultant will be solely and entirely responsible for Consultant's acts, and those of its employees, including acts of omission, during the performance of Services pursuant to this Agreement. Any individual that Consultant engages to enable Consultant to perform the services necessary to achieve the end results expected by Client shall work under the direction and control of Consultant and shall be the employee of Consultant. Client shall have no control over such individual and such individual shall not be the employee of the Client or have any relationship with the Client whatsoever.

11. Indemnity. Client will indemnify, defend, and hold Consultant free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from, growing out of, or in any way connected with services provided by Consultant for Client under the terms of this Agreement, unless and only to the extent that an arbitrator finds that Consultant has committed gross negligence or willful misconduct in the conduct of the Services and holds Consultant liable in whole or in part. Notwithstanding anything to the contrary in the foregoing sentence, Consultant shall indemnify, defend, and hold Client free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments suffered by Client as a result of a third party legal action caused by the gross negligence or willful misconduct of Consultant; provided that such acts or omissions by Consultant were taken without the approval or acquiescence of the Client or an agent designated for this purpose by the Client.

12. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, including any dispute relating to interpretation of or performance under the Agreement ("**Dispute**"), shall be resolved in the manner set forth in this Section 12, which shall be in lieu of litigation in any court, and the Parties specifically waive any right to a jury trial of any dispute between them.

12.1. Negotiation. The Parties will attempt in good faith to resolve the Dispute promptly by negotiations between senior representatives of the Parties who have authority to settle the Dispute (each, a "**Representative**").

12.2. Mediation. If a dispute arises between the parties to this agreement, whether arising from or related to the Agreement itself or arising from alleged extra-contractual facts prior to, during, or subsequent to the agreement, including, without limitation, fraud, misrepresentation, negligence, or any other alleged tort, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("**AAA**") under its Commercial Mediation Procedures before resorting to the arbitration proceedings laid out in Section 12.3.

12.3. ARBITRATION AGREEMENT.

A. If mediation is unsuccessful, any dispute arising between the parties, whether arising from or related to the Agreement itself or arising from alleged extra-contractual

facts prior to, during, or subsequent to the agreement, including, without limitation, fraud, misrepresentation, negligence, or any other alleged tort, the dispute shall be decided by arbitration in accordance with Title 9 of the United States Code and Chapter 542 of the New Hampshire Revised Statutes Annotated. The arbitration proceeding shall be conducted under the Commercial Rules of the American Arbitration Association (hereinafter, “AAA”), or, if the AAA has ceased to exist, its successor organization or a similar organization at the time demand is made.

B. Notice of the demand for arbitration must be provided, in writing, to the other Party at the locations specified in Section 13 of this Agreement and to the AAA. Demand must be made within one hundred and eighty (180) days after the dispute has arisen, time is of the essence. Said arbitration will occur within thirty (30) consecutive days after the Party demanding arbitration delivers the written demand on the other Party, unless impracticable or the Parties mutually agree otherwise in writing. Arbitration shall be initiated and conducted in Boston, Massachusetts or at such other location mutually agreed by the Parties.

C. The arbitrator shall be selected by Consultant from a list of five (5) arbitrators provided by the American Arbitration Association. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of New Hampshire.

D. The arbitrator shall have the power to grant all legal and equitable remedies, including, but not limited to, injunction, specific performance, cancellation, accounting, attorney fees, and compensatory damages, except only that punitive damages shall not be awarded. The arbitrator may also award prejudgment interest as applicable under New Hampshire RSA 336.

E. The arbitrator shall issue a binding decree within thirty (30) days of the conclusion of arbitration.

F. The decision of the arbitrator shall be final and binding on both parties.

G. This Section 12 provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.

13. Notice. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given (i) on the date of personal service on the Parties, (ii) three days after deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, (iii) one day after being sent by professional or overnight courier or messenger service guaranteeing one day delivery, with receipt confirmed by the courier. Unless otherwise provided in writing, any such notice shall be delivered or addressed to the Parties as follows:

Consultant:

Edgility Consulting LLC

17 Elm Street, Suite C211
Keene, NH 03431

Attn: Christina Greenberg

Client:

Urban Montessori Charter School

4551 Steele Street
Oakland, CA 94619

Attn: Krishna Feeney

Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

14. Entire Agreement. This document constitutes the entire agreement between the Parties, with all oral agreements being merged in this document, and supersedes all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

15. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition hereof.

16. Amendment. The provisions of this Agreement may be modified at any time by written agreement of the Parties. Any such agreement hereafter made shall be ineffective to modify this Agreement in any respect unless in writing and signed by the Parties against whom enforcement of the modification or discharge is sought.

17. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

18. Binding Effect. The Parties expressly agree that this Agreement is binding on each other's successors, heirs, assigns, beneficiaries, executors, administrators, and trustees.

19. Effective Date. This Agreement is effective as of the date signed by all Parties.

20. Governing Law. The rights and obligations of the Parties and the interpretation and performance of this Agreement shall be governed by the laws of the State of New Hampshire, excluding its conflicts of laws rules.

21. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.

22. Captions. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

23. Construction. This Agreement shall not be construed against any party, and instead shall be construed as though all Parties have participated in its drafting. No promises or inducements have been made to the Parties to this Agreement. This Agreement is entered into freely and voluntarily.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

“Consultant”

“Client”

Edgility Consulting LLC
17 Elm Street
Suite C211
Keene, NH 03431

Urban Montessori Charter School
4551 Steele Street
Oakland, CA 94619

By: _____

By: _____

Name: Christina Greenberg

Name: Krishna Feeney

Title: Managing Partner

Title: Head of School

Date: _____

Date: _____

EXHIBIT A DESCRIPTION OF SERVICES

Consultant will perform the following activities:

Stakeholder Engagement	<p>We combine qualitative conversations across the organization with a quantitative analysis of opportunity gaps to identify priorities for more equitably managing and compensating talent.</p> <p><u>Activities and Deliverables:</u></p> <ul style="list-style-type: none"> ∖ Stakeholder Engagement Plan ∖ Talent Equity Assessment Survey (administered to all staff) ∖ Staff Focus Groups (up to five [5] 60-min conversations) ∖ 1:1 interviews with organizational leaders (up to five [5] 30-min conversations) ∖ Summative Internal Findings Report
Market Analysis	<p>We conduct a quantitative wage gap and benchmarking analysis to understand how equitable and competitive your compensation structure is compared to that of your school peers in the East Bay.</p> <p><u>Activities and Deliverables:</u></p> <ul style="list-style-type: none"> ∖ Benchmarking Analysis (custom benchmarks by role, region, org size, and industry) for up to twenty-five (25) unique roles ∖ Wage Gap Analysis (race, gender, and other vectors of identity you value) ∖ Market Competitiveness & Position Analysis
Program Design	<p>We wrestle with the big questions first such as whether you pay people based on merit, experience, or both. Then, we apply your philosophy—grouping jobs by function or level, developing salary structures, determining placement factors, and analyzing budget and equity implications.</p> <p><u>Activities and Deliverables:</u></p> <ul style="list-style-type: none"> ∖ Compensation Philosophy ∖ Compensation Program Structure Design (up to two [2])

-
- revisions)
 - ∖ Dynamic Budget Model
 - ∖ Wage Gap Analysis (updated based on final structure)
 - ∖ Compensation Policy Drafting & Refinement
-

**Implementation
Design**

We help you roll out the new program transparently by equipping managers with training and toolkits and ensuring all staff members are provided with consistent and clear information.

Activities & Deliverables:

- Final Report, Structure, and Policies (includes all project materials)
- Customizable Manager Toolkit
- Up to four (4) Implementation Consulting Calls

In order to support this work, Client will:

- Make pertinent senior leadership staff available for conversations and meetings
- Provide Consultant with recent staff survey data, current compensation information and other relevant details
- Notify Consultant immediately of any changes to the project plan, expected deliverables, or timeline

Coversheet

Discussion Item: Committee Updates, including candidates for board service, Form 700, and training

Section: VI. Executive & Governance Committee
Item: A. Discussion Item: Committee Updates, including candidates
for board service, Form 700, and training
Purpose: Discuss
Submitted by:
Related Material:
Handout-Comprehensive-Brown-Act-Training-for-Boards-and-Staff.pdf
Handout-Complying-with-California-Conflict-of-Interest-Laws.pdf



PRESENTED BY:

Unparalleled Charter School Legal Services

YOUNG, MINNEY & CORR, LLP

SACRAMENTO ■ LOS ANGELES ■ SAN DIEGO ■ WALNUT CREEK | 916.646.1400 ■ YMCLEGAL.COM
Powered by BoardOnTrack



Firm Overview

Young, Minney & Corr, LLP (YM&C) has been a leader in charter school representation since the passage of California's Charter Schools Act of 1992, offering superior legal expertise in every facet of charter school creation, expansion, and operation.

YM&C emphasizes a preventative approach to the law – helping our clients anticipate legal difficulties, minimize exposure to legal claims and fees, and prevent operational challenges. When liability arises, YM&C will zealously advocate for your cause, marshaling an unparalleled amount of experience, expertise, practical knowledge, and skill in advocating on your behalf for your cause.

With 35 attorneys in offices throughout California, YM&C is proud to be a truly collaborative group with diverse backgrounds and personalities who are here to serve all your charter school needs.

YM&C offers a full breadth of legal services in every aspect of charter school law:

- Labor & Employment
- Student Rights & Discipline
- Special Education
- Board Governance
- Facilities
- Development & Renewal
- Insurance Defense
- Litigation
- Independent Study
- Corporate Law
- Public Law

With our main office located in Sacramento, YM&C is also uniquely positioned to influence the public policy debate in California – helping shape the future of charter schools.

For more information on our team of expert attorneys and services, please visit www.ymclegal.com or call us at **916-646-1400**.



Jerry W. Simmons, Esq

Parnter

SACRAMENTO OFFICE | 916.646.1400 Ext. 215
jsimmons@ymclegal.com



Jerry Simmons has represented charter schools in every aspect of their operations for more than fifteen years. Between his work at the firm and at the Charter Schools Development Center, Jerry has personally assisted in the development of hundreds of California's charter schools through drafting charter petitions, memorandums of understanding for business and special education services, facilities use agreements, private leases, property purchases, and development of school policies covering every facet of charter school operations. Jerry has also assisted charter schools with employment and labor law matters, board governance and training, zoning and building code compliance, defense of audit findings in both annual and extraordinary audits, compliance with the Brown Act, Political Reform Act Public Records Act, and Family Educational Records Protection Act.

Jerry has presented workshops for the Charter Schools Development Center and frequently presents at California Charter Schools Association conferences. He also presents at Governance Academies jointly sponsored by the firm and the California Charter Schools Association. His understanding of governance and public agency laws has been enriched by his own prior service as both a both member and President of the Sierra Community College District Board of Trustees. He also previously served as a member of the City of San Jose Parks and Recreation Commission, Chair of the City of San Jose's Youth Commission, Chair of the Santa Clara County Youth Commission and Student Body President at San Jose State University.

PRACTICE AREAS

Board Governance
Facilities
Charter Development
Charter Defense
Independent Study
Public Law

EDUCATION

- Pepperdine School of Law (J.D.)
- Harvard University (M.A)
- San Jose State University (B.A.)



Kaela Haydu

Senior Counsel

WALNUT CREEK OFFICE | 916.646.1400 Ext. 258
khaydu@mycharterlaw.com



Kaela Haydu's primary practice areas include litigation, labor and employment, and board governance. Prior to joining Young, Minney & Corr, LLP, Kaela worked as a litigation attorney in Downtown Los Angeles.

Before pursuing a career in law, Kaela spent four years as an elementary school teacher in both charter and private schools in Northern and Southern California. Her decision to go to law school stemmed from a deep conviction that a great education is crucially important in shaping a person's life, and that encouraging education reform is a noble and personally meaningful charge.

PRACTICE AREAS

Litigation
Labor & Employment
Board Governance

EDUCATION


- University of California, Los Angeles School of Law (J.D.)
- Cal Poly San Luis Obispo (B.A.)

COMPREHENSIVE
BROWN ACT
TRAINING FOR
BOARDS AND
STAFF



YM&C

1



DISCLAIMER

- 1 This training cannot substitute for personalized legal advice.
- 2 Our advice is based upon the latest available guidance which is subject to change in this ever-evolving landscape.
- 3 After the training there will be a Q&A.

YM&C

2




YM&C FIRM MISSION

- 1 We champion outstanding choices in education for all students.
- 2 We believe a quality public education is a civil right.
- 3 We work and fight alongside you to ensure student needs are always put first.

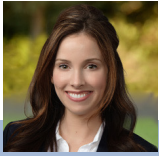
YM&C

3


PRESENTERS:



JERRY SIMMONS, ESQ.
Partner






KAELA HAYDU, ESQ.
Senior Counsel



4

THE 6 QUESTIONS

- 1) What is the purpose of the Act?
- 2) What constitutes a meeting?
- 3) What are the meeting notice & agenda requirements?
- 4) What are the public's rights at meetings?
- 5) What are the permissible closed sessions?
- 6) What are the penalties & remedies for violating the Act?

5



QUESTION #1
What is the Purpose of the Act?



6

WHAT IS THE PURPOSE OF THE ACT?

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."

YM&C

7


PUBLIC ACCESS IS NOT ABSOLUTE

The Act Allows For Limited Confidentiality, But Closed Sessions Must Be Statutorily Authorized as Follows:

- Personnel matters
- Labor negotiations
- Real property negotiations
- Receiving legal advice from School's attorney
- Public security
- Pupil discipline

YM&C

8



QUESTION #2
 What Constitutes a Board Meeting?

YM&C

9

WHAT CONSTITUTES A BOARD MEETING?

Basic Definition:
 A meeting occurs when any congregation of a majority of the members of the body meet to hear, discuss, deliberate, or take action on any item of School business.

YM&C 10

10

WHAT ARE THE BASIC EXCEPTIONS?

Exceptions to Definition of Meeting:

- Attendance by majority at public conferences of general interest
- Attendance of majority at other body's public meeting
- Attendance of majority at purely social or ceremonial gatherings

SO LONG AS SCHOOL BUSINESS IS NOT DISCUSSED!

YM&C 11

11

WHAT ABOUT COMMITTEES?

The Brown Act Generally Does Apply to Subsidiary Committees:
 Commissions, committees and boards or other bodies of a local agency, whether permanent or temporary, decision making or advisory, created by ordinance, resolution or formal action of the body are subject to the act.

YM&C 12

12

WHEN CAN A COMMITTEE IGNORE THE BROWN ACT?

Exceptions to the General Rule for Committees:
 Advisory committees, composed solely of the members of the board that are less than a quorum of the board are not subject to the act unless it is a standing committee which has a continuing subject matter jurisdiction, or a meeting schedule fixed by ordinance, resolution or formal action of the body.

YM&C 13

13

WHEN DOES A "SERIAL" MEETING OCCUR?

Elements of a Serial Meeting:

- A majority of the Board 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 School business that is within the subject matter jurisdiction of the body

SERIAL MEETINGS ARE STRICTLY PROHIBITED!

YM&C 14

14

ADDITIONAL LIMITS ON BOARD COMMUNICATIONS

Limit on Sharing Board Opinions/Positions Outside Agendized Meetings:

While an employee or official may engage in separate conversations or communications outside of a meeting with other members of the body in order to answer questions or provide information regarding a matter of 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.

YM&C 15

15

“REGULAR” (NORMAL) TELECONFERENCE MEETINGS

Six Additional Requirements:

1. Agenda must be posted at all teleconference locations.
2. Each teleconference location must be identified in the notice and agenda of the meeting.
3. All votes taken must be by roll call.
4. Each teleconference location must be accessible to the public. (ADA-compliance required.)
5. Members of the public must be able to hear and must have the right to address the Board directly from each teleconference location.
6. A quorum of the Board must participate from within the Charter School's "jurisdiction."


YM&C 14

16

GOVERNOR’S COVID-19 EXECUTIVE EXPIRED – AB 361 REPLACED IT

Pursuant to AB 361 (October 1, 2021), a charter school board may continue to hold teleconference meetings without adhering to some of the traditional requirements of the Brown Act. If certain conditions are met, a charter school board may continue to meet virtually with the following flexibilities:

- The agenda does not need to provide notice of each teleconference location nor do agendas need to be posted at each location;
- A quorum of board members do not need to be located within the Charter School's jurisdiction; and
- Governing board members may participate in a teleconference meeting from places that are not publicly accessible.



YM&C 15

17

GOVERNOR’S COVID-19 EXECUTIVE EXPIRED – AB 361 REPLACED IT

A charter school board may continue to hold teleconference meetings without adhering to all the traditional requirements of the Brown Act under the following circumstances:

- During a proclaimed state of emergency; and
- State or local officials have imposed or recommended measures to promote social distancing; or
- The charter school board determines that meeting in person would present imminent risks to the health or safety of attendees.

YM&C 16

18

**GOVERNOR'S COVID-19 EXECUTIVE EXPIRED –
AB 361 REPLACED IT**

If meeting pursuant to AB 361, the board must:

- Protect the statutory and constitutional rights of the parties and public appearing before the board.
- Give notice and post agendas as otherwise required under the Brown Act.
- Allow members of the public to access the meeting (e.g., Zoom) and describe the manner in which the public can offer public comment.
- Not require members of the public to submit comments in advance of the meeting. The public must be able to participate in real time.
- Provide a timed or a reasonable period for public comment.
- If there is a technical disruption in the meeting broadcast, take no further action on items in the agenda until public access is restored.

YM&C 19

19

**GOVERNOR'S COVID-19 EXECUTIVE EXPIRED –
AB 361 REPLACED IT**

In order to continue holding meetings pursuant to AB 361, the board must make the following findings by majority vote every 30 days:

- The charter school board has reconsidered the circumstances of the state of emergency.
- Any of the following circumstances exist:
 - The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - State or local officials continue to impose or recommend measures to promote social distancing.

YM&C 20

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NEW LAW! AB 2449

Signed by the Governor on September 13, 2022; effective on January 1, 2023

- Amends the Brown Act teleconferencing rules to allow relaxed teleconferencing requirements for members' personal emergencies and for just cause
- Allows teleconferencing 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

YM&C 21

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NEW LAW! AB 2449

Teleconferencing is available under these rules where one of the following circumstances applies:

- The member notifies the governing board at the earliest opportunity possible, up to the start of a regular meeting, for just cause up to twice per calendar year
- The member requests to participate in the meeting remotely due to emergency circumstances and the governing board takes action to approve the request.
 - A general description of an item generally need not exceed 20 words (no need to disclose medical diagnosis or disability, or any personal medical information that is already exempt under existing law)

YM&C 12

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NEW LAW! AB 2449

“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.

YM&C 13

23

NEW LAW! AB 2449

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 legislative body may take action at the beginning of the meeting.

YM&C 14

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NEW LAW! AB 2449

Under no circumstances can a member participate in meetings solely by teleconference 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 legislative body regularly meets fewer than 10 times per calendar year.

YM&C 13

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NEW LAW! AB 2449

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 local 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.
- Agenda must provide notice of how members of the public can access the meeting and provide public comment. Cannot require public comments to be submitted in advance.
- If the broadcast is disrupted, the board may not take action until remote access to the meeting is restored
- Board cannot require public comments to be submitted in advance

YM&C 14

26

NEW LAW! AB 2449

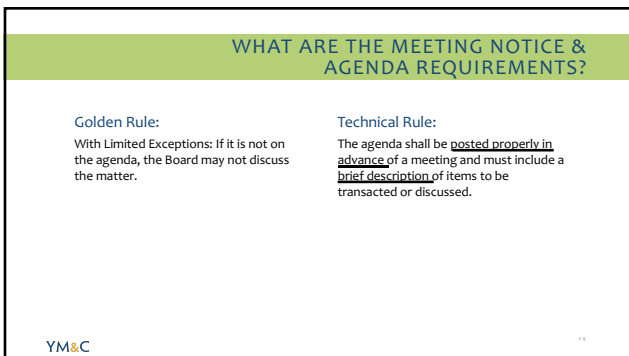
- The member shall publicly disclose before any action is taken, if any individuals 18 years of age or older are present in the room at the remote location, and the general nature of the member's relationship with any such individuals.

YM&C 15

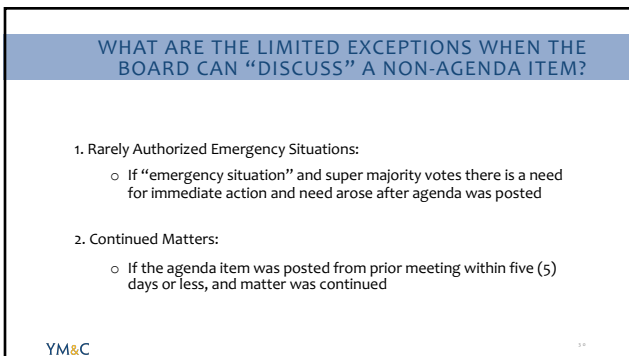
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EXCEPTIONS TO DISCUSSING A MATTER NOT ON THE AGENDA (CONT'D)

- 3. Direction to Staff
- 4. Brief Responses/Clarifying Questions/ Announcements
- 5. Discussion Over Future Agenda Items

YM&C 11

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**DISCUSSION POINT:
BOARD INTERACTION WITH PUBLIC ON AGENDA ITEMS**

- The Board may briefly interact with the public on agenda items beyond receiving input.
- Significant Board interaction with public during comment period is not a best practice.

YM&C 11

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**DISCUSSION POINT:
BOARD INTERACTION WITH PUBLIC ON AGENDA ITEMS**

- Possible risks attendant to extensive interaction with public during comment period.
 - Discussion (Q&A or conversation) with public risks discussion of topics not on the agenda.
 - Discussion with public risks inefficient/chaotic/long meetings.
 - Discussion with public risks Board indecision.

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WHAT ARE THE AGENDA POSTING REQUIREMENTS?

Posting Requirements Vary According To The Type of Meeting:

1. Regular meetings – Agenda posted 72 hours in advance
2. Special meetings – Agenda posted 24 hours in advance
3. Emergency meetings – at least 1 hour

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WHERE MUST THE AGENDA BE POSTED?

1. Physically posted in publicly accessible location for entire posting period within jurisdiction.
2. On the Website – homepage with a prominent, direct link and downloadable.

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**CLOSED SESSION AGENDAS:
HOW MUST CLOSED SESSION ITEMS BE AGENDIZED & PROCESSED?**

1. Safe harbor language must be utilized.
2. Board chair must provide oral notice in advance of closed session.
3. Board must make public report of action taken in closed session and roll call vote or abstention of every member, if any.

YM&C 16

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A NOTE ON EXECUTIVE COMPENSATION

Executive Compensation

- Approval of CEO/Executive Director's compensation must occur at a regular (not special) meeting
- Govt. Code 54953: Prior to final action, Board must orally report a summary of the recommendation for final action, including the salary, salary schedule, and fringe benefits, during the open meeting where final action will be taken.
- Final action in open session

YM&C 17

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QUESTION #4
What are the Public's Rights at Meetings?

YM&C

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WHAT ARE THE PUBLIC'S RIGHTS AT MEETINGS?

Right To Provide Public Testimony:
Members of the public have the right to provide input to the Board on non-agenda items & either before or during Board consideration of an agenda item.

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OTHER RIGHTS OF THE PUBLIC IN BOARD MEETINGS

- Right to Tape or Broadcast
- Right Against Conditions on Attendance
- Right to Non-discriminatory Facilities
- Right to Copies of Agendas and Other Public Writings

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PUBLIC TESTIMONY ISSUES

What Happens When Speakers:

- Criticize Staff?
- Disclose Confidential Information in Public?
- Act in a Disruptive Manner?

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NEW LAW! SB 1100

Signed by the Governor on August 22,2022; effective on January 1, 2023

- Adds a new section to the Brown Act authorizing the presiding member of the governing board conducting a meeting or their designee to remove, or cause the removal of, an individual for disrupting the meeting.

YM&C 42

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NEW LAW! SB 1100

“Disrupting” means engaging in behavior during a meeting of a legislative body 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 a legislative body related to public comment, or any other law.

(B) Engaging in behavior that constitutes use of force or a true threat of force.

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NEW LAW! SB 1100

- Before removing an individual, the presiding member or their 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 their designee may then remove the individual if they do not promptly cease their disruptive behavior.

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NEW LAW! SB 1100

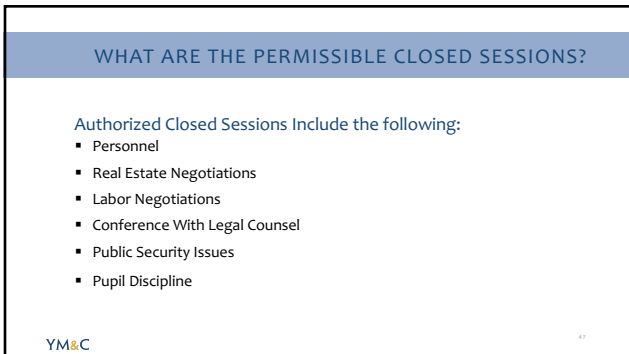
- The warning requirement does not apply to behavior constituting a **“true threat of force.”**
- A **“true threat of force”** means “a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.”

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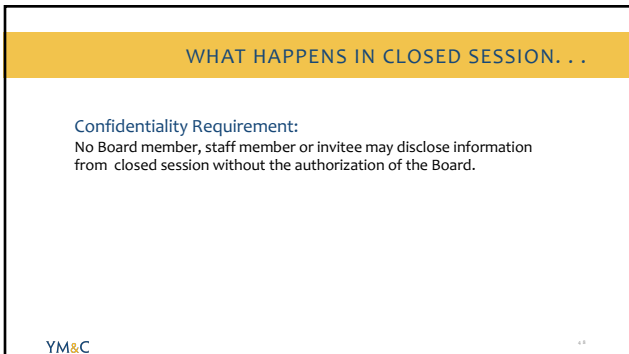
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WHAT ARE THE PENALTIES & REMEDIES FOR VIOLATING THE ACT?

1. Civil remedies:
 - o Board action may be declared null and void
 - o Injunctive relief may be obtained
 - o Prevailing plaintiff awarded attorneys' fees
2. 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.
3. Potential charter revocation
4. Stakeholder trust harmed

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NOTICE & DEMAND FOR CURE PROCESS

Notice and Demand for Cure Notes:

1. Generally, written demand for alleged open session violations must be made within 30 days.
2. Otherwise, demand must be made within 90 days.
3. Board must cure within 30 days or notify the demanding party that it will not cure.
4. Demanding party can initiate litigation to compel compliance and if successful, may be awarded attorneys fees and court costs.

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QUESTIONS?

THANK YOU

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PRESENTED BY:

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Firm Overview

Young, Minney & Corr, LLP (YM&C) has been a leader in charter school representation since the passage of California's Charter Schools Act of 1992, offering superior legal expertise in every facet of charter school creation, expansion, and operation.

YM&C emphasizes a preventative approach to the law – helping our clients anticipate legal difficulties, minimize exposure to legal claims and fees, and prevent operational challenges. When liability arises, YM&C will zealously advocate for your cause, marshaling an unparalleled amount of experience, expertise, practical knowledge, and skill in advocating on your behalf for your cause.

With 35 attorneys in offices throughout California, YM&C is proud to be a truly collaborative group with diverse backgrounds and personalities who are here to serve all your charter school needs.

YM&C offers a full breadth of legal services in every aspect of charter school law:

- Labor & Employment
- Student Rights & Discipline
- Special Education
- Board Governance
- Facilities
- Development & Renewal
- Insurance Defense
- Litigation
- Independent Study
- Corporate Law
- Public Law

With our main office located in Sacramento, YM&C is also uniquely positioned to influence the public policy debate in California – helping shape the future of charter schools.

For more information on our team of expert attorneys and services, please visit www.ymclegal.com or call us at **916-646-1400**.



Jerry W. Simmons, Esq

Parnter

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Jerry Simmons has represented charter schools in every aspect of their operations for more than fifteen years. Between his work at the firm and at the Charter Schools Development Center, Jerry has personally assisted in the development of hundreds of California's charter schools through drafting charter petitions, memorandums of understanding for business and special education services, facilities use agreements, private leases, property purchases, and development of school policies covering every facet of charter school operations. Jerry has also assisted charter schools with employment and labor law matters, board governance and training, zoning and building code compliance, defense of audit findings in both annual and extraordinary audits, compliance with the Brown Act, Political Reform Act Public Records Act, and Family Educational Records Protection Act.

Jerry has presented workshops for the Charter Schools Development Center and frequently presents at California Charter Schools Association conferences. He also presents at Governance Academies jointly sponsored by the firm and the California Charter Schools Association. His understanding of governance and public agency laws has been enriched by his own prior service as both a both member and President of the Sierra Community College District Board of Trustees. He also previously served as a member of the City of San Jose Parks and Recreation Commission, Chair of the City of San Jose's Youth Commission, Chair of the Santa Clara County Youth Commission and Student Body President at San Jose State University.

PRACTICE AREAS

Board Governance
Facilities
Charter Development
Charter Defense
Independent Study
Public Law

EDUCATION

- Pepperdine School of Law (J.D.)
- Harvard University (M.A)
- San Jose State University (B.A.)



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Lee J. Rosenberg

Senior Counsel

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Lee is an advocate for educational equity and a strong believer that all children should have the opportunity to attend excellent public schools. His practice areas include School Development, School Defense, and Litigation.

Before joining YM&C, Lee worked for two international law firms focusing on complex litigation on behalf of private and public entities. Lee was recognized as a Rising Star by Super Lawyers Magazine. During his more than seven years as a litigator, Lee developed creative strategies that helped win cases and achieve client objectives, helped clients hone in on and present their best evidence and most compelling themes, used the discovery process and sunshine laws to uncover key information, deposed and cross-examined key witnesses, argued before state and federal courts, and coordinated with media and public relations professionals to advance excellent outcomes in the court of public opinion.

Lee is an alumnus of the Teach for America program. Before attending law school, Lee taught English, math, and social studies at a public middle school in the South Bronx of New York and developed and taught a visual media curriculum to English language learners and special education students. Lee also previously worked in public policy for a California governor and a United States Secretary of Labor in Washington, D.C.

During law school, Lee studied education law, worked in the legal office of the San Francisco Unified School District, focusing on special education and labor matters, and was a Bay Area fellow in the Education Pioneers program. Lee was also an executive board member of the Hastings Law Journal and graduated from law school magna cum laude.

PRACTICE AREAS

Litigation
School Development
School Defense

EDUCATION

- University of California, Hastings College of the Law (J.D.)
- Pace University School of Education (M.S.)
- University of California, Berkeley (B.A.)

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COMPLYING WITH CALIFORNIA CONFLICT OF INTEREST LAWS



YM&C

1



DISCLAIMER

- 1 This training cannot substitute for personalized legal advice.
- 2 Our advice is based upon the latest available guidance which is subject to change in this ever-evolving landscape.
- 3 After the training there will be a Q&A.

YM&C

2

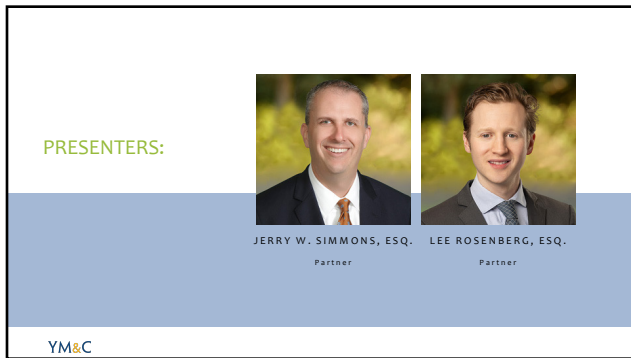


YM&C FIRM MISSION

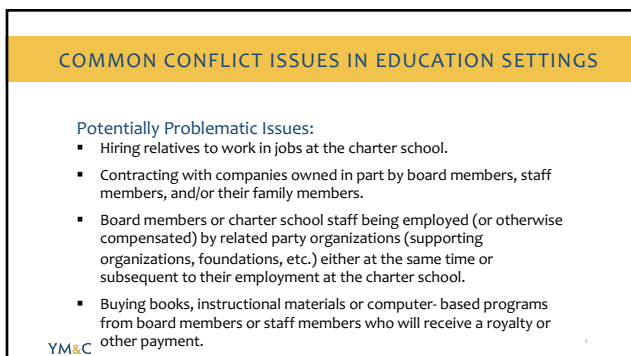
- 1 We champion outstanding choices in education for all students.
- 2 We believe a quality public education is a civil right.
- 3 We work and fight alongside you to ensure student needs are always put first.

YM&C

3



4



5



6

NEW LAW! AB 2158

- Signed by the Governor on September 13, 2022, effective January 1, 2023; subject to a ramp up period for full compliance by January 1, 2026
- Existing law has required members and certain employees of cities and counties to engage in **two hours** of ethics training “relevant” to their public service” **every two years**
- AB 2158 adds charter schools to the list of **local agencies** subject to the biennial training requirement and extends the training obligation to members of charter school boards

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NEW LAW! AB 2158

“Ethics laws” include, but are not limited to, the following:

1. Laws relating to personal financial gain by public servants, including, but not limited to, laws prohibiting bribery and conflict-of-interest laws.
2. Laws relating to claiming perquisites of office, including, but not limited to, gift and travel restrictions, prohibitions against the use of public resources for personal or political purposes, prohibitions against gifts of public funds, mass mailing restrictions, and prohibitions against acceptance of free or discounted transportation by transportation companies.

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NEW LAW! AB 2158

“Ethics laws” include, but are not limited to, the following:

3. Government transparency laws, including, but not limited to, financial interest disclosure requirements and open government laws.
4. Laws relating to fair processes, including, but not limited to, common law bias prohibitions, due process requirements, incompatible offices, competitive bidding requirements for public contracts, and disqualification from participating in decisions affecting family members.

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NEW LAW! AB 2158

Requirements

- The Fair Political Practices Committee and the Attorney General must be “consulted” in connection with the development of course materials
- Charter schools must provide their officials with information on how they can meet the training requirements at least once annually
- Charter schools must maintain records for at least five years after the training was provided indicating
 - The dates that officials satisfied the training requirements
 - The entit(ies) that provided the training

YM&C 10

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NEW LAW! AB 2158

Applicability

- Not applicable to board members whose terms will expire before January 1, 2026
- All other board members seated as of January 1, 2025 must receive the required training by January 1, 2026 and retrain at least once every two years thereafter

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11

NEW LAW! AB 2158

Applicability

- What about charter school employees?
 - Are they an “[a]n employee designated by a local agency governing body to receive the training specified under this article?”
- What about training requirements in charters and MOUs?
- Does this training count towards the new “ethics training” requirement?
- Would a training on January 1, 2023 count?

YM&C 12

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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.


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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.



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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

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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!

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POLITICAL REFORM ACT

D E C I S I O N S

YM&C 18

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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

- Lots of very detailed regulations have also been adopted by FPPC

YM&C 19

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COI CODE

Conflict of Interest Code

- States who must file the Form 700
- Assigns disclosure categories



YM&C 20

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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 1st)
 - 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


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POLITICAL REFORM ACT

“Financial Interest” for Form 700

- Investment in business entity of \$2,000 or more
- Real property investment of \$2,000 or more
- Income of \$500 or more
- Business position in entity
- Gift of \$50 or more




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FORM 700

Check the Conflict-of-Interest Code to Determine What You Must Report (Board members: broad disclosure).

- Typically, All Financial Interests
 - Not Your Residence
 - Not Income from a Public Agency
 - Half of Your Spouse's Income
 - Financial Interest within Your Jurisdiction
 - Property – within 2 miles of jurisdiction
 - Investments/Business in jurisdiction
 - Gifts – all gifts inside or outside of jurisdiction



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FORM 700

Gifts

- General rule is that you cannot accept more than \$520 from one source in a calendar year. (Increased gift limit effective January 1, 2021)
- 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

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FORM 700

Gift (cont.)

3. Family Members:

- o 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. "BFF's": Long-term friendships:

- o 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)

o Returning or Donating Gifts vs. Reporting

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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)

Doctrine of Incompatible Offices

- Public official holding two public offices simultaneously
- Offices are incompatible with each other (creating divided loyalties); overlapping jurisdictions

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SCENARIOS

Employing Family Members

```

    graph TD
      ED[Executive Director] --- HVP[Husband - Vice Principal]
      ED --- BSC[Brothers, Sisters, Cousins, Etc.? - Office Clerk]
      ED --- NDAS[Non-Dependent Adult Son - Cafeteria Manager]
      ED --- DD[Dependent Daughter - IT Coordinator]
      ED --- EHT[Ex-Husband - Teacher]
    
```

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SCENARIOS

Contracting

- Principal writes a chapter book intended for 4th-8th grade students.
- Principal directs the school to buy 500 copies from Amazon.com to use in ELA classes.
- Principal receives a \$2 royalty from each sale.
- Is that okay?

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SCENARIOS

Contracting

- Principal's best friend from college is the greatest literacy coach in the world.
- Okay to hire them to do professional development for two days at \$1,000 per day?
- Okay to hire them to do professional development for two days at \$5,000 per day?
- Does it matter that the Principal has no financial interest in the contract?
- What if before the contract is executed the best friend invites the Principal to use his beachfront mansion in Hawaii free of charge for a week?
- What if the same arrangement takes place every year?

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SCENARIOS

Contracting

- Principal's adult son operates a catering company.
- Principal loaned the adult son \$50,000 in startup capital, which remains outstanding, but has no equity in the business.
- Okay for the principal to contract with the catering company to provide school meals?

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SCENARIOS

Contracting

- Board member's spouse is a salaried bus driver for a transportation company; has no equity in the business.
- Okay for the school to enter into a \$100,000 annual contract with the transportation company for the school's field trips?

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SCENARIOS

Contracting

- Board member of the charter school is also a board member of a nonprofit corporation that provides reading tutors to students.
- Nonprofit corporation charges fees for its services.
- Okay for the charter school to contract with the nonprofit?
- What if the board member is employed by the nonprofit tutoring service as its Executive Director?
- What if the tutoring service is for-profit and the Board member owns 4%?
- What if instead of being a board member or employee of the tutoring service, the board member is the landlord of the tutoring service?

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SCENARIOS

Self-Dealing/Gifts of Public Funds

After a multi-month battle to get the school's charter renewed, Executive Director invites parents and employees who testified in favor of the renewal to a restaurant for dinner and charges it on the school credit card. Is that okay?

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SCENARIOS

Self-Dealing/Gifts of Public Funds
 Executive Director thinks they would be more efficient in their role if they had a Samsung Galaxy tablet and smart watch and uses the school credit card to make the purchase at Best Buy. Is that okay?

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SCENARIOS

Self-Dealing/Gifts of Public Funds
 Executive Director spills coffee on their pants en route to giving a presentation to their authorizer and stops at Target to buy a new pair of pants. Okay to charge it to the school credit card?

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QUESTIONS?

THANK YOU

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Coversheet

Approve Minutes from January 26, 2023 Regular Meeting

Section: VII. Other Business
Item: B. Approve Minutes from January 26, 2023 Regular Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Board Meeting on January 26, 2023

APPROVED



Urban Montessori Charter School

Minutes

Regular Board Meeting

Date and Time

Thursday January 26, 2023 at 5:30 PM

Location

4551 Steele Street, Oakland, CA 94619. Signage on campus will direct you to the correct room, generally the Sun Room.

The public may comment and participate [via Zoom](#) if they prefer. The public may also email comments to board@urbanmontessori.org to be shared by the Board's Secretary during the meeting. Please make that intention clear in your email.

<https://us02web.zoom.us/j/82592855160?pwd=cG02OTRoUVdrdngwOTI2WFBrOTBzQT09>

Meeting ID: 825 9285 5160; Passcode 510 842 1181

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Dial by your location

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+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 825 9285 5160

Find your local number: <https://us02web.zoom.us/j/82592855160>

Additional teleconference locations: 1623 Sunhill Ct, Martinez, CA 94553; 3125 School Street, Oakland, CA 94602; 3921 Enos Ave Oakland, 94619; 2927 75th Avenue, Oakland, CA 94605

This meeting will be audio recorded. The public can find documents related to this agenda either linked directly on the agenda or under "Other files" after selecting the meeting in BoardOnTrack prior to viewing the agenda. Downloading the "packet" may not include all of the "Other files" that are still otherwise available to the public.

Members: Kara Fortuna, Greg Klein, Sarah Morrill, Ann Rhodes, Donald Williams

Urban Montessori Charter School welcomes your participation at Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of the organization in public. Your participation assures us of continuing community interest in our school and assists the Board in making the best decisions for our school. To assist you in the ease of speaking/participating in our meetings, guidelines are provided at the bottom of this agenda. All materials for all board and committee meetings, including audio recordings of Regular Board Meetings, are available on our [BoardOnTrack public portal](#) and also through the [UMCS School Calendar](#).

Directors Present

A. Rhodes, D. Williams, G. Klein, K. Fortuna, S. Morrill

Directors Absent

None

Guests Present

D. Bissonnette, K. Feeney

I. Opening Items

A. Call the Meeting to Order

G. Klein called a meeting of the board of directors of Urban Montessori Charter School to order on Thursday Jan 26, 2023 at 5:37 PM.

B. Record Attendance

C. Review of Action/Discussion Items

No changes needed.

D. Board and Community Appreciations

Greg appreciated the return of Ms. Rosi.

Sarah appreciated the staff listening sessions that showed up to share direct feedback.

Krishna appreciated everyone for attending in person.

Ann appreciated the Middle School information night.

Daniel appreciated the Teacher Trainees and Ms. Tobi, who have been working three weekdays just this month here learning new lessons and talking pedagogy.

Ann appreciated Ms. Marquita for going the extra mile.

E. Board Member Comment

No Board member comments on items not on the agenda.

F. Presentations from the Floor

No public comments on items not on the agenda.

II. Head of School Report

A.

Head of School Report

Krishna shared the Head of School's report.

The report began by revisiting the Community Agreements. Krishna shared the [UMCS Land Acknowledgement](#) out loud. Krishna also shared a link to the [anti-bias/anti-racist statement](#).

Sara asked how the Land Acknowledgement shows up at school and Daniel responded that staff wrote it together, and work by Level to create versions in classroom that connect to student learning.

Krishna shared how Staff shared Community Agreements over summer professional development, including reading shared text, and engaging in small groups, and shared the list of current Community Agreements. This process was modeled earlier in the summer by Embracing Equity, and then Admin used the process at the end of summer with all the staff.

Donald asked if Embracing Equity does audits of school, and Krishna responded yes and was completed in March 2022 with staff and informed this process. Daniel clarified that it did not involve students and families at that time.

Sara shared about her and Greg's participation in the Diverse Charter School Coalition community of practice around equity in school governance. Sara asked the Board to read the same text as staff did.

Krishna shared recent and upcoming school events, including tours, information nights, the Great Kindness Challenge, upcoming assessments, and Family Conferences at the end of February.

Krishna shared updates on enrollment applications, with over two hundred new applications so far. Families can still apply. Greg asked about the order in which the lottery is run across grades and offers are made and Krishna clarified the process about all the waitlists getting generated at once. Sara asked about updated marketing materials and Krishna responded that new postcards and flyers are to arrive this week. Greg asked about if we are considering pushing back the application deadline more in line with a new OUSD deadline if they change the district application due date and Krishna responded that at this time we are not.

Krishna shared an overview of what an LCAP is and the process for monitoring and developing. Krishna shared a link to the current draft of the LCAP that the Board will vote on later in June 2023.

No public comment on this item.

B. Material Revision: Enrollment

S. Morrill made a motion to approve the Material Revision to our Charter related to enrollment.

D. Williams seconded the motion.

Krishna shared an overview of the process of the Material Revision and explained our enrollment-related updates. Krishna and staff worked to update all financials and charter documents to match enrollment currently at the school.

Greg thanked Krishna for her and the team's work to prepare all these materials. Greg commented that the enrollment applications currently create a clear pathway to get to the numbers in the Material Revision, and it's really hard to predict.

No public comments on this item.

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

Roll Call

K. Fortuna Aye

G. Klein Aye

S. Morrill Aye

D. Williams Aye

A. Rhodes Aye

III. Finance Committee

A. Discussion Item - Committee Report, including year to date financial report

Greg shared the Finance Committee Report on the forecast as of December 31, 2022, with an operating income around \$270k. Updates since the prior forecast were to align with enrollment and there were increases in revenue from the after school program. Cash flow remains healthy through the end of the current fiscal year, and the fund balance is forecasted above 32% of expenses. Enrollment has stabilized and attendance was lower in December due to illness.

Greg shared updates from the Governor's January proposal, including a cost of living adjustment in K12. Greg shared about Prop 28 dollars coming for Arts & Music.

No public comments on this item.

IV. Academic Oversight Committee

A. Discussion Item - Committee Report

Kara shared the presentation that Daniel shared at the Academic Oversight Committee. This included updates from Oakland Montessori Training Center, DIBELS assessments, and teacher coaching.

Results on Panorama Survey, responses were up overall, but family responses were not distributed equitably across different groups. Results were generally improved across the board for students, staff, and families since last Winter. All areas had a 90% or higher response favorability for families, and UMCS had increases in all but one area. For staff, the greatest increase was related to Safety. Middle School had increases for students across all areas. In general, younger students responded more favorably than older students. Families responded most favorable, then staff, and then students. Students had low ratings for their understanding of norms, rules, and fairness of discipline. Daniel and Krishna shared about interviewing students who gave an example of knowing the "Classroom Agreements" but not the "Rules". Sara shared that there were improvements in how students were feeling about recess. More data is shared in the report.

No public comments on this item.

V. Family Advisory Council

A. Discussion Item - Committee Report

Kara shared that there will be an FAC meeting and morning coffee in February. There's a mini work day this coming weekend to build another shade structure,

and then are also supporting Ms. Jess next week with the Great Kindness Challenge. Kara and Ann met with Krishna to start discussing how FAC can support with family engagement around renewal.

No public comments on this item.

VI. Executive & Governance Committee

A. Discussion Item: Committee Updates, including candidates for board service, Form 700, and training

Sara gave reminders to complete [Form 700](#), seek new Board members, and complete the Board Clearance process if not already done.

Sara reviewed what we accomplished at the retreat section of the December meeting and shared back notes. Sarah recommended that different committees, FAC, and staff that work on and the various goals and finalizing metrics.

The board discussed having additional board members that could create additional capacity and committees. The board discussed committee next steps of working to finalize metrics for the goals.

Greg shared upcoming Board Training opportunities.

No public comments on this item.

B. Board and Committee Officers and Members

No changes needed at this time.

VII. Public Hearing

A. UMCS School Safety Plan

Sarah opened the Public Hearing on the UMCS School Safety Plan at 6:58pm. Greg shared an overview of the public hearing and vote process and the work to update the Safety Plan into the new updated template. Sarah commented about clarifying the information for Active Shooter response.

No other public comments on this item.

Sarah closed the public hearing at 7:02pm.

VIII. Other Business

A. Oakland and California Updates

Greg shared from the County about the new Superintendent taking office, the new OUSD Board taking office, and the OUSD board voting to rescind school closures.

No questions or public comments on this item.

B. Approve Minutes from December 1, 2022 Regular Meeting

D. Williams made a motion to approve the minutes from Regular Board Meeting on 12-01-22.

K. Fortuna seconded the motion.
No questions on the minutes. No public comments on this item.
The board **VOTED** unanimously to approve the motion.

Roll Call

D. Williams Aye
A. Rhodes Aye
K. Fortuna Aye
G. Klein Aye
S. Morrill Aye

C. Action Item - Vote on General Consent Report

D. Williams made a motion to approve the.
K. Fortuna seconded the motion.
No questions or public comments on this item.
The board **VOTED** unanimously to approve the motion.

Roll Call

S. Morrill Aye
K. Fortuna Aye
A. Rhodes Aye
D. Williams Aye
G. Klein Aye

D. Collect New Business items for Future Meetings

None.

IX. Closed Session

A. Closed Session Items

At 7:10pm, Sarah announced that the Board would go into closed session on Public Employee Performance Evaluation - Head of School. There were no public comments on this item before the Board recessed into closed session.

X. Return to Open Session

A. Report out of any closed session action(s)

The Board returned to open session at 7:46, there were no actions taken.

B. Board Retreat - Part 1

Tabled. Mistakenly agendized.

C. Board Retreat- Part 2

Tabled. Mistakenly agendized.

XI. 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 7:46 PM.

Respectfully Submitted,

G. Klein

Documents used during the meeting

- January 2023 HOS Board Report (1).pdf
- Material Revision 2023-20230126T191324Z-001.zip
- UMCS_December_2022_Cash_Flow.pdf
- UMCS_December_2022_Balance_Sheet.pdf
- UMCS_December_2022_FC_Presentation.pdf
- UMCS_December_2022_Forecast.pdf
- Academic Oversight 1_11_23.pdf
- DRAFT_UMCS Long Term Goal_ Metrics Brain Storm.docx
- Board Retreat Follow Up 1_26.pptx
- School Accountability Report Card.pdf

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.

SPECIAL PRESENTATIONS MAY BE MADE Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

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 UMCS at 4551 Steele Street, Oakland, CA 94619 or info@urbanmontessori.org.

FOR MORE INFORMATION For more information concerning this agenda or for materials relating to this meeting, please contact UMCS at 4551 Steele Street, Oakland, CA 94619 or board@urbanmontessori.org. All materials are available via the Governance Section of our website: <http://www.urbanmontessori.org/governance> or directly via our [BoardOnTrack public portal](#).

Coversheet

California Commission on Teacher Credentialing

Section:	VII. Other Business
Item:	C. California Commission on Teacher Credentialing
Purpose:	Vote
Submitted by:	
Related Material:	Declaration of Need.pdf

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
	(510) 842-1181	
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)	_____
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	
Resource Specialist	_____
Teacher Librarian Services	_____

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	

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

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 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? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.

Coversheet

Action Item - Vote on General Consent Report

Section: VII. Other Business
Item: D. Action Item - Vote on General Consent Report
Purpose: Vote
Submitted by:
Related Material:
UMCS_Safe_Return_to_In-Person_Instruction_and_Continuity_of_Services_Plan.pdf
updated_PMAI_Contract_-_Urban_Montessori_23-24.pdf

American Rescue Plan Act Elementary and Secondary School Relief Fund (ESSER III) Safe Return to In-Person Instruction Local Educational Agency Plan Template

Background on ESSER

The American Rescue Plan Act (ARP) signed into law on March 11, 2021, provided nearly \$122 billion for the Elementary and Secondary School Relief Fund (ESSER). ARP ESSER, also known as ESSER III, funds are provided to State educational agencies in the same proportion as each State received under Title I-A of the Elementary and Secondary Education Act (ESEA) in fiscal year (FY) 2020. The U.S. Department of Education (ED) published Interim Final Requirements (IFR) on April 22, 2021 requiring Local Educational Agencies (LEAs) receiving ESSER III funds to submit an LEA Plan for the Safe Return to In-Person Instruction and Continuity of Services. If an LEA had already developed a plan for safe return to in-person instruction and continuity of services prior to the enactment of ARP that meets the statutory requirements of section 2001(i) but did not address all of the requirements in the IFR, the LEA must revise and post its plan no later than six months after receiving its ESSER III funds. This applies even if an LEA has been operating full-time in-person instruction but does not apply to fully virtual schools and LEAs.

The IFR and ARP statute, along with other helpful resources, are located here:

- April 2021 IFR: <https://www.govinfo.gov/content/pkg/FR-2021-04-22/pdf/2021-08359.pdf>
- ARP Act text: <https://www.congress.gov/117/bills/hr1319/BILLS-117hr1319enr.pdf>
- Centers for Disease Control and Prevention (CDC) COVID-19 School Operation Guidance: https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html#anchor_1616080023247
- ED COVID-19 Handbook Volume I: <https://www2.ed.gov/documents/coronavirus/reopening.pdf>
- ED COVID-19 Handbook Volume II: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>
- ESEA Evidence-Based Guidance: <https://oese.ed.gov/files/2020/07/guidanceeuseseseinvestment.pdf>
- ED FAQs for ESSER and Governor's Emergency Education Relief (GEER): https://oese.ed.gov/files/2021/05/ESSER.GEER_FAQs_5.26.21_745AM_FINAL_b0cd6833f6f46e03ba2d97d30aff953260028045f9ef3b18ea602db4b32b1d99.pdf

Purpose of the Template

The IFR issued by ED outlines several requirements for all LEAs that receive ESSER III funds, including that LEAs have in place a plan for ensuring safety during in-person instruction (either in-progress or planned) as well as ensuring continuity of services should the LEA or one or more of its schools be required to close temporarily for COVID-19-related public health reasons in the future. LEAs who had a plan in place by March 11, 2021, which incorporated opportunity for public comment and was posted publicly have six months from the date their ESSER III Assurances were completed to update and revise the plans to meet those requirements. Examples of previous plans that may be allowable would be a completed Cal/OSHA or Assembly Bill 86 plan, as long as it meets the requirements previously stated. LEAs which did not have a statutorily compliant plan in place as of March 11, 2021, must create and post this plan within 30 days of completing their ESSER III Assurances. If you have questions as to which category applies to your LEA, please contact EmergencyServices@cde.ca.gov. Plans are required for all LEAs, regardless of operating status, unless an LEA is fully virtual with no physical location. All plans must be reviewed, and, as appropriate, revised, at least every six months to incorporate new or revised CDC guidance and other changed factors.

This template has been created to assist LEAs in the creation of these plans and to ensure all required elements are met. The following requirements and assurances pertain to both the statutory requirements and the IFR published by ED. LEAs may provide any additional information they believe are helpful in assessing their plan. If you have any questions, please contact EmergencyServices@cde.ca.gov.

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

LEA Name:

Option for ensuring safe in-person instruction and continuity of services:

has developed a plan

will amend its plan

1. Please choose one:

The LEA had a plan, as of March 11, 2021, that is already compliant with the ARP statute and will review and, as appropriate, revise it every six months to take into consideration the additional requirements of the IFR; or

NOTE: If your LEA already has a compliant plan as of March 11, 2021, and has assured such by checking the box above, then you may skip questions 2-4 and complete the Assurance and Contact sections.

The LEA has amended/created a plan compliant with the IFR using this template and has posted/will post it within 30 days of completing the ESSER III Assurances.

NOTE: If checking the box above that you are using this template to meet the 30 day plan requirements, you must respond to each question in the template.

Please note whether the LEA has a compliant plan and include a link to the plan, or acknowledge that the LEA is submitting a new plan and will post it within 30 days of receiving funds.

2. The LEA will maintain the health and safety of students, educators, and other school and LEA staff, and the extent to which it has adopted policies, and a description of any such policies, on each of the CDC's safety recommendations, including: universal and correct wearing of masks; modifying facilities to allow for physical distancing; handwashing and respiratory etiquette; cleaning and maintaining healthy facilities, including improving ventilation; contact tracing in combination with isolation and quarantine, in collaboration with the State, local, territorial, or Tribal health departments; diagnostic and screening testing; efforts to provide vaccinations to school communities; appropriate accommodations for children with disabilities with respect to health and safety policies; and coordination with State and local health officials.

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

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

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

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

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

In addition, the LEA provides the following assurances:

The LEA has made (in the case of statutorily compliant plans) or will make (in the case of new plans) its plan publicly available no later than 30 days after receiving its ARP ESSER allocation.

- o Please insert link to the plan:

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

The LEA will periodically review and, as appropriate revise its plan, at least every six months.

The LEA will seek public comment in determining whether to revise its plan and, if it determines revisions are necessary, on the revisions it makes to the plan.

- If the LEA revises its plan, it will ensure its revised plan addresses each of the aspects of safety currently recommended by the Centers for Disease Control (CDC), or if the CDC has revised its guidance, the updated safety recommendations at the time the LEA is revising its plan.
- The LEA has created its plan in an understandable and uniform format.
- The LEA's plan is, to the extent practicable, written in a language that parents can understand, or if not practicable, orally translated.
- The LEA will, upon request by a parent who is an individual with a disability, provide the plan in an alternative format accessible to that parent.

The following person or persons is/are the appropriate contact person for any questions or concerns about the aforementioned plan.

Please list name(s), title(s), address, county, and contact information for the person or persons responsible for developing, submitting, and amending the LEA plan.



School Support 2023-24 Urban Montessori School, Oakland, CA

Revised 2.1.23

Summary: Urban Montessori School and Public Montessori in Action International agree to partner for professional development, Montessori coaching, and leadership support.

What	When	Cost	
		<i>Virtual</i>	<i>Live</i>
School Observations and Site Visits - Onsite visits for observations and professional development support. <i>6 onsite visits during the school year</i>	Aug/Dec/May 2 days each visit Sept. 13-14	--	11,400
Professional Development - PD sessions across the school year to support strong Montessori practice tailored to the needs of the community. <i>1 in person</i>	Sept. 15	2000	<-
Leadership Support - On-going calls to provide guidance, tools and resources, including creation and use of systems to support school goals. <i>Monthly hour calls</i>	August 2023 - June 2024	1925	<-
Montessori Coach Support - On-going calls to provide guidance, and support for implementing Montessori Coaching. <i>Bimonthly hour calls</i>	August 2023 - June 2024	3850	<-
Coaches Forum - Participation in facilitated, online gathering to support coaches and further Montessori coaching within a community of practice. <i>16 virtual sessions, 1 hour each</i>	August 2022 - June 2023	\$1,600	<-
Montessori Coaching Course <i>1 seat</i>	TBD	450	
Summer:			
Leadership Virtual Retreat - Opportunity to process Year End Reflections, End of year assessment data, PD survey results and plan forward into the new year. <i>½ day</i>	Summer 2023	700	<-
Logistics:			



Travel Expenses (excluding accommodations)		--	4300
<i>Accommodations to be handled by the school</i>			
Total			\$26,225

Urban Montessori School may schedule additional coaching or PD supports as needed at \$175/hr.

Terms and conditions: Synchronous services will be scheduled in coordination with Urban Montessori School and Public Montessori in Action International. Payment is due in two installments: 50% on August 10, 2023 and 50% on January 10, 2024 for remaining services. PMAI will invoice for the first installment upon receipt of the signed contract.

Signed:

Elizabeth Slade, *Public Montessori in Action International*

2/1/23
Date

Krishna Feeney, *Urban Montessori School*

Date