

**AGENDA
REGULAR MEETING
BOARD OF DIRECTORS
POLYTECHNIC ACADEMY**

**365 4th St., Hollister, CA 95023
June 16, 2025
6:00pm**

Remote viewing available at:

Topic: Board Meeting 6/16/2025 at 6:00

Time: June 16, 2025 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting:

<https://us06web.zoom.us/join/edl?muid=0986f9e4-eeb0-4065-8cb6-6f7059336471>

Meeting ID: 871 3627 7068

One tap mobile

+16694449171,,87136277068# US

+13462487799,,87136277068# US (Houston)

**INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD
BY PARENTS AND CITIZENS**

Polytechnic Academy ("School") welcomes your participation at the School's Board meetings. The purpose of a public meeting of the Board of Trustees ("Board") is to conduct the affairs of the School in public. Your participation assures us of continuing community interest in our School. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

1. Agendas are available to all audience members at the door to the meeting.
2. "Request to Speak" forms are available to all audience members who wish to speak on any agenda items or under the general category of "Oral Communications." "Oral Communications" is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond, or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed fifteen (15) minutes. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.
3. You may also complete a "Request to Speak" form to address the Board on Agenda items. With regard to such agenda items, you may specify that agenda item on your "Request to Speak" form and you will be given an opportunity to speak for up to five (5) minutes when the Board discusses that item.
4. When addressing the Board, speakers are requested to state their name and address from the podium and adhere to the time limits set forth.
5. Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 650 San Benito Street #230, Hollister, CA 95023.

In compliance with the Americans with Disabilities Act (ADA) and upon request, Polytechnic Academy may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order participate in Board meetings are invited to contact the Learning Director's office.

I. PRELIMINARY

A. CALL TO ORDER

Meeting was called to order by the Board Chair at

B. ROLL CALL

	Present	Absent
Dr. Ariel Hurtado	_____	_____
Armando Barragan	_____	_____
Jessica Filice	_____	_____

C. FLAG SALUTE

II. COMMUNICATIONS

- A. ORAL COMMUNICATIONS: Non-agenda items: no individual presentation shall be for more than three (3) minutes and the total time for this purpose shall not exceed fifteen (15) minutes. Ordinarily, Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation.
- B. For Information: School Report
This is a presentation of information which has occurred since the previous Board meeting.
- C. For Information: Board/Staff Discussions Board and staff discuss items of mutual interest.

III. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the

agenda, there will be no discussion of these items prior to the Board votes on them. The director recommends approval of all consent agenda items.

- A. Board meeting minutes for May 6, 2025.

IV. CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9).

V. PUBLIC SESSION

RECONVENE TO OPEN SESSION: ____.

PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION (includes the vote or abstention of every member present).

VI. ADJOURN TO PUBLIC HEARINGS

- A. Convene Public Hearing on the Matter of the Proposed Local Control Accountability Plan (LCAP).

The Annual Update for LCAP 2025-2026 is presented in draft form for public comment. These goals and actions have been reviewed with stakeholders throughout the community to the best of our abilities. The document has been reviewed by the San Benito County Superintendent of Schools' office with suggestions for minor changes that will be addressed prior to final submission June 23, 2024. Public comment will be received in writing between June 6 – June 19, 2025, to Executive Director Nicole Prater, regarding the goals, actions, and expenditures reported in these documents. Mrs. Prater will respond to written comments as received.

- 1. Presentation

- 2. LCAP Review

- a. Annual Update 2025-2026 Draft

- B. Open Public Hearing for Input

- C. Adjourn Public Hearing on the matter of the LCAP

VII. ITEMS SCHEDULED FOR ACTION

- A. The Board will consider approving a contract with Charter Safe.
- B. The Board will consider approving a contract with CARINA not to exceed \$15,000.
- C. The Board will ratify a loan from the Education Foundation of California in the amount of \$250,000.

VIII. ITEMS SCHEDULED FOR INFORMATION

- A. Executive Director Update:
Nicole Prater

IX. ADJOURNMENT

The meeting was adjourned at _____.

RESOLUTION OF BOARD OF DIRECTORS OF THE POLYTECHNIC
ACADEMY CHARTER SCHOOL JOINING THE CALIFORNIA CHARTER SCHOOLS
JOINT POWERS AUTHORITY, DBA CHARTERSAFE

WHEREAS, it is in the best interests of the Polytechnic Academy charter school (“School”) to establish a joint powers agency to administer programs for group purchasing, financing, risk management, insurance, self-insurance, and risk sharing; and

WHEREAS, the joint powers authority will offer significant advantages to the School in terms of cost, liability protection and services; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Polytechnic Academy charter school:

1. The Polytechnic Academy charter school agrees to join the California Charter Schools Joint Powers Authority (CCS-JPA, DBA CharterSAFE) and
2. Application for a certificate of consent to self-insure for workers compensation insurance to be submitted to the Department of Industrial Relations is hereby authorized, as necessary for the School to participate in the workers compensation self-insurance program of the Authority.
3. The School Director is hereby authorized to execute any and all documents as necessary to carry out the purposes of this Resolution.
4. That the Clerk /Secretary is directed to certify a copy of this Resolution and to forward the same, together with a copy of the executed joint powers agreement, to the California Charter Schools Joint Powers Authority.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair/President

ATTEST:

Clerk/Secretary

CARIINA PROPOSAL

Customer: San Benito County Polytechnic Academy	Contact: Nicole Prater
Quote prepared by: Rhett Somers	Phone: (831) 297 1883
Email: rhett.somers@cariina.com	E-Mail: nprater@poly-academy.org
Services: Cariina offers a software platform to help administrators manage their operations systems. The Cariina platform allows administrators to keep track and gather key data points in their systems. (the “Service(s)”).	
Services Fees: \$15,000 per year. Onsite implementation, training and support will be included at no additional cost. Cariina reserves the right to adjust the invoice total, should the enrollment materially change.	Initial Service Term: March 1, 2025 - February 29, 2028.
Implementation and Support Services: Company will use commercially reasonable efforts to provide Customer services onsite at no additional cost. Ongoing product support is included in the subscription service fee.	
Payment Terms: Payment for 12 months of services shall be rendered to Cariina by San Benito County Polytechnic Academy on March 1, 2025. Payment in full for services, in subsequent years, shall be rendered to Cariina by San Benito County Polytechnic Academy on March 1.	

UNSECURED PROMISSORY NOTE WITH BALLOON PAYMENT

FOR VALUE RECEIVED, the undersigned, the San Benito County Polytechnic Academy, a California charter school ("Borrower"), hereby promises to pay to the order of the Education Foundation of California, a California nonprofit public benefit corporation ("Lender"), the principal sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00) (the "Principal"), with interest as set forth below. The "Effective Date" of this Promissory Note ("Note") shall be June 3, 2025.

1. Term: The loan evidenced by this Note shall mature on August 14, 2025 (the "Maturity Date").

2. Interest: Interest shall accrue on the entire amount of the outstanding Principal at a simple, annual rate equal to three percent (3%). Interest shall be calculated on the basis of a three hundred and sixty (360) day year.

3. Permitted Uses of Principal: The sole permitted use of the Principal is for Borrower to fund the itemized expenses of Borrower that are set forth on Exhibit A, attached hereto (the "Permitted Expenses").

4. Payments:

4.1 Interim Payments: When Borrower receives grant funds or third-party loans to reimburse Borrower for any Permitted Expenses funded by this loan prior to the Maturity Date, then, within one (1) business day of Borrower's receipt of such funds, Borrower shall pay one hundred percent (100%) of such funds to Lender as interim payments of, as applicable, accrued interest and Principal under this Note. No other interim payments of Principal or interest shall be due to Lender during the term of this Note.

4.2 Balloon Payment: Borrower shall repay all of the outstanding Principal and accrued interest to Lender on or before the Maturity Date. **BORROWER ACKNOWLEDGES AND AGREES THAT (A) THE INTERIM PAYMENTS REQUIRED UNDER THIS NOTE MAY NOT BE SUFFICIENT IN AMOUNT TO REDUCE THE PRINCIPAL TO ZERO ON THE MATURITY DATE AND (B) LENDER IS NOT OBLIGATED TO REFINANCE THE LOAN EVIDENCED BY THIS NOTE.**

4.3 Place and Manner of Payment: All payments required under this Note shall be made via wire transfers pursuant to wiring instructions separately provided by Lender. Payments shall be made without offset, deduction, or counterclaim of any kind.

4.4 Applicability of Payments: Any payment under this Note shall be credited in the following order: (a) advances paid by Lender, (b) default interest under any provision of this Note, (c) interest payable under Section 2 of this Note, and (d) outstanding Principal.

4.5 Right of Prepayment: Borrower shall have the right at any time and from time to time to prepay all or any portion of the outstanding Principal balance under this Note

in whole or in part. No prepayment premium or penalty payment shall be due with respect to any such prepayment.

5. Default: The occurrence of any of the following events (“Event of Default”) shall constitute a default under this Note and cause the entire unpaid balance of the Principal and accrued interest to be immediately due and payable without additional notice of default, notice or demand for payment, protest or notice of non-payment or dishonor, or any other notices or demands of any kind or character: (a) any failure by Borrower to make any payment due under this Note, on or before the date such payment is due, and (b) any failure of Borrower to perform or observe any other obligation under this Note on or before the date such performance is due.

5.1 Default Interest Rate: From and after and during the pendency of any Event of Default, the interest rate on this Note shall be automatically increased to the lesser of (a) a simple, annual rate of eight percent (8%) or (b) the maximum rate permitted by law.

5.2 Cost of Collection: All costs, expenses, advances and/or attorney’s fees incurred by Lender relating to the enforcement of this Note shall be immediately owed by the undersigned to Lender. All such advances, expenses, and/or attorneys’ fees shall accrue interest at the rate stated in this Note from the date incurred until paid.

5.3 Non-Exclusive Remedies: The remedies set forth in this Note shall be non-exclusive and in addition to any other right or remedy available to Lender at law or in equity.

6. Borrower’s Waivers: Borrower hereby waives presentment, demand for payment, notice of non-payment, protest, and notice of protest, and any and all other notices or demands in connection with the delivery, acceptance, performance, default, or enforcement of this Note. Borrower hereby further waives and renounces, to the fullest extent permitted by law, all rights to the benefits of any moratorium, reinstatement, marshaling, forbearance, valuation, stay, extension, redemption, appraisalment, exemption and homestead now or hereafter provided by the Constitution and laws of the United States of America and the State of California, both as to itself and in and to all of its property, real and personal, against the enforcement and collection of the obligations evidenced by this Note.

7. Attorney’s Fees and Costs: If an action is instituted in connection with this Note (including, without limitation, any proceedings for collection hereof in any bankruptcy matter or case), the prevailing party shall be entitled to a reimbursement of all reasonable fees and costs in connection with such action, including, without limitation, reasonable attorneys’ fees and expert fees.

8. Notices: Any and all notices or other communications required or permitted to be given under this Note shall be given in writing and sent to the applicable party at the following addresses: **[Parties to confirm and provide email addresses.]**

Borrower:

San Benito County Polytechnic Academy

Attention: Nicole Prater

365 Fourth Street

Hollister, California 85023

Email: _____

Lender:

Education Foundation of California

Attention: Frank Barragan

P.O. Box 300

Hollister, CA 95024

Email: _____

or such other address delivered to the other party in writing from time to time.

9. Severability: If any term or provision of this Note, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Note, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term or provision of this Note shall be valid and enforceable to the fullest extent permitted by law.

10. No Waiver: If Lender delays in exercising or fails to exercise any of its rights under this Note, including, that delay or failure shall not constitute a waiver of any Lender rights or of any breach, default, or failure of condition under this Note. No waiver by Lender of any of its rights or of any such breach, default, or failure of condition shall be effective, unless the waiver is expressly stated in a writing signed by Lender.

11. Successors and Assigns: This Note inures to and binds the heirs, legal representatives, successors, and assigns of Borrower and Lender; provided, however, that Borrower may not assign this Note or any proceeds of it, or assign or delegate any of its rights or obligations, without Lender's prior written consent in each instance. Lender, in its sole discretion, may transfer this Note, and may sell or assign participations or other interests in all or any part of this Note, all without notice to or the consent of Borrower.

12. California Law: This Note shall be construed and enforceable according to the laws of the State of California for all purposes, without application of conflict of law principles.

13. Time of the Essence: Time is of the essence with respect to all obligations of Borrower under this Note.

14. Integration Clause: This Note represents the entire agreement between Borrower and Lender with respect to the loan contemplated herein and supersedes all prior negotiations or agreements, whether written or oral.

BORROWER:

**San Benito County Polytechnic Academy,
a California charter school**

By: _____

Name: Nicole Prater

Title: Executive Director

Exhibit A
Permitted Expenses

Summary of Pre-Opening High-Priority Expenses

OUTSTANDING NOW	Amount	Due Date
EdTech	\$3,750.00	10/1/2024
Nicole Prater-Consultant	\$12,916.67	4/1/2025
EquityInUs-John Ramirez	\$4,000.00	4/1/2025
Edjoin	\$2,000.00	4/30/2025
Marketing	<u>\$4,000.00</u>	4/30/2025
	\$26,666.67	

LINE OF SITE CRITICAL NEEDS THROUGH 6/30/2025

YM&C	\$500.00	5/1/2025
Nicole Prater-Consultant	\$12,916.67	5/1/2025
EquityInUs-John Ramirez	\$4,000.00	5/1/2025
Pinnacle Strategy	\$27,840.20	5/31/2025
Nicole Prater-Consultant	\$12,916.67	6/1/2025
EquityInUs-John Ramirez	\$4,000.00	6/1/2025
YM&C	\$500.00	6/1/2025
Internet SBCOE	\$1,840.00	6/1/2025
Charter Impact	\$6,250.00	6/1/2025
Charter Safe	\$18,000.00	6/1/2025
Teacher and Student Tech	\$70,000.00	6/1/2025
Furniture	\$30,000.00	6/1/2025
HMH Math 180	\$8,680.17	6/1/2025
HMH English 3D	\$6,521.74	6/1/2025
HMH Read 180	\$10,660.31	6/1/2025
City of Hollister CUP	<u>\$7,820.00</u>	6/1/2025
	\$222,445.76	

TOTAL	\$249,112.43
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