

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

**2066 San Benito Street, Hollister, CA 95023  
February 13, 2024  
6:00pm**

**Remote viewing** available at:

<https://us06web.zoom.us/j/82142199177?pwd=kuxw6yv31a77apZFk21bV3GkMCUArY.1>

Meeting ID: 821 4219 9177

Passcode: 928882

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**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 2066 San Benito Street, 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 Executive 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**

**D. APPROVAL OF MINUTES OF BOARD MEETING OF November 7, 2023.**

**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: Executive Director’s 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. No items

**IV. ITEMS SCHEDULED FOR ACTION**

1. The Board will consider designating Julie Carpenedo as a Director.
2. The Board will consider ratification of a memorandum of understanding with the San

Benito County Board of Education and County Office of Education.

3. The Board will consider approving revisions to its Bylaws, consistent with the memorandum of understanding with the County.
4. The Board will consider establishing March 1, 2024 as the date for its enrollment lottery for the 2025-26 school year.
5. The Board will consider delegating authority to the Executive Director and the Board Chair to approve the facilities lease, contracts, and employee hiring.

**V. ITEMS SCHEDULED FOR INFORMATION**

1. The Executive Director will present updates on the development of the Charter School.

**VI. CLOSED SESSION**

- A. No items

**VII. PUBLIC SESSION**

RECONVENE TO OPEN SESSION: The meeting was reconvened to open session at \_\_\_\_.

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

**VIII. ADJOURNMENT**

The meeting was adjourned at \_\_\_\_\_.

## MEMORANDUM OF UNDERSTANDING

### Oversight, Financial, and Operational Memorandum of Understanding By and Among the San Benito County Office of Education, San Benito County Polytechnic Academy, and Polytechnic Academy

#### I. GUIDING PRINCIPLES OF THIS MEMORANDUM OF UNDERSTANDING:

- *The San Benito County Board of Education (“SBCBOE”) and San Benito County Office of Education (“SBCOE”) strive to engage with any SBCBOE-authorized charter school in a manner that exemplifies best practices with respect to the authorizer-charter school relationship.*
- *Pursuant to Education Code Section 47605.6, petitioners submitted to SBCBOE the charter petition (“Charter”) for the San Benito County Polytechnic Academy, seeking approval as a countywide benefit charter to be operated and governed by Polytechnic Academy, a California nonprofit public benefit corporation, currently seeking tax-exempt status. Throughout this Memorandum of Understanding (“MOU”), San Benito County Polytechnic Academy and the Polytechnic Academy corporate entity are individually, collectively, and interchangeably referred to herein for as “Charter School” and/or “SBCPA.”*
- *On October 5, 2023, the SBCBOE approved with requirements, and, alternatively, denied the Charter if the Charter School fails to comply with the requirements imposed by SBCBOE on the countywide benefit charter (“Charter”), for a term of July 1, 2024, through and including June 30, 2029.*
- *SBCOE and the Charter School are collectively referred to herein as the “Parties.”*
- *This is an oversight and operational agreement that outlines and defines the Parties’ respective operational and reporting responsibilities.*
- *This MOU is aligned with the letter and intent of the California Charter Schools Act, specifically including Education Code Section 47605.6’s explicit grant of authority to the SBCBOE to impose any additional requirements it considers necessary for the sound operation of a countywide charter school, and the terms of the SBCBOE Resolution No. 23-24-10 approving the Charter with requirements, and, alternatively, denying the Charter if the Charter School fails to comply with the requirements. This MOU outlines the Parties’ agreements governing their respective fiscal, operational, and administrative responsibilities, their legal relationship, and other matters not otherwise addressed or resolved by the terms of the Charter, clarifies SBCOE’s monitoring and oversight expectations, clarifies and further defines Charter School’s operations and obligations, and implements some of the requirements and conditions of SBCBOE’s approval of Charter School’s Charter to conform to SBCBOE and SBCOE’s expectations and best practices for the sound operation of the Charter School.*
- *This MOU helps achieve the SBCBOE and SBCOE’s fundamental interest in being reasonably assured that the Charter School is implementing the provisions of the approved*

*Charter and the requirements of approval; complying with all applicable requirements of law; being operated prudently and in a financially sound manner; and providing a sound educational program to all of its students.*

- *Upon SBCBOE's approval of the Charter, the SBCOE assumes the oversight of the Charter School in accordance with the Charter Schools Act. The requirements outlined in this MOU allow the SBCOE to carry out its oversight functions effectively.*
- *All obligations imposed herein on San Benito County Polytechnic Academy charter school are equally imposed on the Polytechnic Academy nonprofit corporation.*
- *The Parties recognize that not all requirements governing charter school-charter authorizer relations, reporting, and oversight are memorialized herein, and therefore, the Parties to this MOU agree that they are bound by and will comply with the Education Code, if it applies and as it applies to charter schools, and all other applicable statutes, rules and regulations in addressing any matters not specifically addressed in the Charter and/or this MOU and/or any other memoranda of understanding and/or other agreement(s) by and among the Parties.*
- *The Parties agree jointly to make any modifications to this MOU and/or the Charter that may be needed to comport with and/or effectuate changes in state or federal law following the Effective Date of this MOU.*

## **II. INCORPORATION OF GUIDING PRINCIPLES**

The Guiding Principles set forth above are incorporated herein and made part of this MOU.

## **III. PARTIES**

This MOU constitutes an agreement among the SBCOE, San Benito County Polytechnic Academy, a California public charter school, and Polytechnic Academy, a California non-profit public benefit corporation.

## **IV. TERM**

This MOU shall commence on the date upon which it is fully executed by the duly authorized representatives of the parties ("Effective Date") and shall be coextensive with and remain in full force and effect throughout the current term of the Charter School's Charter. Further, the term of this MOU shall continue in full force and effect beyond the current Charter term during the period of any renewal granted by the SBCBOE or during the pendency of any appeal of a revocation of the Charter unless and until such time as (a) the Parties enter into a replacement MOU that supersedes this MOU; (b) the Parties specifically agree in writing that this MOU is terminated, or (c) SBCPA ceases operating and relinquishes its Charter for any reason and complies with all Closure Protocols (as defined herein) and any ongoing requirements of the Charter or this MOU. Upon termination of this MOU, any provisions of this MOU that specify that they shall survive the termination of the Charter and/or MOU and/or closure of the Charter School shall remain in full force and effect in accordance with their terms. This MOU may be reviewed annually and may be amended or augmented by addendum or revisions at any time upon mutual written agreement, executed by duly authorized representatives of both SBCOE and Charter School. The future renewal of the Charter School's Charter will include consideration of the Charter School's

compliance with the terms of this MOU and applicable law.

## **V. INCORPORATION INTO CHARTER**

This MOU and the attachments/appendices/exhibits to the Charter are incorporated into the Charter and made a part thereof as if set forth in full in the Charter for all purposes, including for purposes of Education Code Section 47607 governing charter revocation. A material violation of the MOU shall constitute a material violation of the Charter. This includes being considered a material violation of the Charter for purposes of Education Code Section 47607 controlling charter revocation.

In the event of a conflict between the law and the terms of this MOU, the law shall prevail, and any such conflicting terms shall be revised by mutual agreement of the parties or severed from this MOU and nullified. In the event of a conflict between the Charter and this MOU, the terms of this MOU shall prevail and shall be deemed to be updates, clarifications, and corrections to the Charter, replacing any conflicting terms therein. Where the Charter is silent on an issue, this MOU serves to fill in any gaps. Where the language of the Charter is ambiguous, this MOU governs interpretation of that language, where applicable.

## **VI. INTERPRETATION OF TERMS**

Throughout this MOU, the Charter, and any attachments, exhibits, and/or appendices or supporting documents thereto, any and all references to San Benito County Polytechnic Academy and/or SBCPA and/or Polytechnic Academy and/or PA and/or the Charter School and/or the School, by any name or designation, shall apply with full force and effect to the school itself and the nonprofit public benefit corporation Polytechnic Academy corporate entity. For all purposes related to this MOU, the Charter, or the operations of Polytechnic Academy and/or SBCPA, both the charter school and the corporate entity, to the extent that they are separate entities, shall be fully obligated to comply with the provisions of this MOU and the Charter and any attachments, exhibits and/or appendices or supporting documents thereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein.

Throughout this MOU and the Charter and any attachments, exhibits, and/or appendices thereto, any time that the Charter School indicates that it will follow the requirements of a particular provision of the Education Code or other law, it means that the Charter School will comply with these laws in the same manner as required for California noncharter public schools, except where otherwise specified.

## **VII. RESPONSIBILITIES OF THE PARTIES**

### **A. SBCOE's Oversight Role**

In accordance with the Charter Schools Act, SBCOE will perform oversight functions mandated by state law.

SBCOE will visit the Charter School at least once per year. During such visits, SBCOE may assess the Charter School's progress in governance and organizational leadership; educational performance; fiscal operations and internal controls; and adherence to the Charter. SBCOE will determine the nature of its monitoring visits, but they may include a review of the facilities; review

of the Charter School's records that are disclosable under applicable law; interviews or meetings with the Charter School's administration, staff, students, and/or parents/guardians; and classroom visits.

With reasonable notice in advance of a visit, the SBCOE may provide the Charter School with a written list of documents that the Charter School is required to provide prior to or during the visit. The Charter School shall work to be as helpful as possible as the SBCOE fulfills its monitoring and oversight duties.

In accordance with Education Code Section 47604.3, the Charter School shall promptly, respond to all reasonable inquiries from the SBCOE. The Charter School agrees to permit the SBCOE to inspect and receive copies of all records relating to the operation of the Charter School to the extent allowable under federal and state law. The Charter School is subject to the California Public Records Act (CPRA), however, the SBCOE's right to inspect and receive records is not based on the CPRA, but rather is based on the SBCOE's oversight role.

In accordance with Education Code Section 47607(a)(5), the Charter School acknowledges that the SBCOE may inspect or observe any part of the Charter School at any time, with or without prior notice. As a courtesy, SBCOE may provide advance notice when SBCOE determines that doing so does not limit or negatively impact its ability to carry out its oversight functions. The SBCOE will endeavor to comply with Charter School's visitor policies (which the Charter School imposes for the health and safety of staff/students, e.g., signing in, wearing a badge, being subject to removal for violent or disruptive conduct) when SBCOE determines that doing so does not limit or negatively impact its ability to carry out its oversight functions. Nothing in the courtesies identified in this paragraph shall serve to limit or restrict SBCOE's right or ability to visit and/or inspect any part of the Charter School without prior notice nor will any such visit or inspection be subject to Charter School's approval or limitations.

## **B. The Charter School's Responsibilities**

It shall be the Charter School's duty and obligation, at the Charter School's expense and cost and under the direction of the Charter School's governing body, to manage, operate, and administer the Charter School. The Parties agree that, at all times, the Charter School remains accountable and subject to the oversight of the SBCOE as provided in the Charter Schools Act, the Charter Petition, and this MOU and as appropriate and consistent with applicable laws.

### **1. Funding Sources**

The Charter School will receive funding from the State directly. External resources of the Charter School will be considered in the Charter School's financial records upon receipt. Funding shortfalls will be the Charter School's sole responsibility; however, any debt issuance by or on behalf of the Charter School must be reported to the SBCOE staff assigned to fiscal review and monitoring, including financial details and conditions of such debt.

The Charter School is fully responsible for collecting the funding entitlement generated from in lieu of property taxes directly from its sponsoring local educational agency and/or the district(s) in which the student(s) attending the Charter School reside, and for providing sufficient support documentation to such entity(ies) to ensure the accuracy of the tax billing.

## 2. Supervisorial Oversight Fee

The SBCOE may charge for the actual cost of supervisory oversight of the Charter School, up to any maximum permitted by law (currently described and limited in Education Code Section 47613 as an amount not to exceed one percent of the Charter School's LCFF revenue). The Charter School acknowledges that the SBCOE's actual costs in conducting its oversight obligations will meet or exceed the maximum percentage permitted by law and the SBCOE shall not be required to submit documentation of its actual oversight costs. Charter School shall pay this oversight fee biannually by December 31st and June 15th. Fees will be paid directly to SBCOE and will not be intercepted or withheld for any reason without prior written approval of the County Superintendent or designee.

## 3. Other Services Fees

The Charter School may opt to contract with the SBCOE for additional services for a fee, including but not necessarily limited to Financial Services, Technology Services, STRS Enrollment and Report Preparation, Payroll Processing, Professional Development, Human Resources, and Program Evaluation. Whether to provide such services upon request shall be in the SBCOE's sole discretion. Any such services shall be subject to the terms and conditions of a separate memorandum of understanding or other agreement among the Parties.

## 4. Educational Program

The Charter School shall comply with each of the following requirements by the specified deadlines:

- a. January 15, 2024: Identify and submit to SBCOE the Charter School's process and procedures for adopting standards based/Common Core State Standards curriculum.
- b. February 1, 2024: Submit to SBCOE a complete course catalog including the identification of CTE Pathways and the course requirements, including an in-depth description of each course, for grades 9, 10, 11, 12 that align with the specific CTE Pathways.
- c. February 1, 2024: Identify the course work required for the graduation requirements for 190 units and for 220 units.
- d. February 1, 2024: Develop and submit to SBCOE the process the Charter School will follow and timelines for applying for WASC accreditation.
- e. February 1, 2024: Develop and submit to SBCOE the process and timelines the Charter School will follow to obtain A-G course approval.
- f. February 1, 2024: Submit to SBCOE a current list of post-secondary schools with which the Charter School is contracting along with copies of the written agreements with said schools.
- g. February 1, 2024: Identify to SBCOE the student information system to be used by the Charter School, and submit to SBCOE the plan to train Charter School staff on the student information system, including CALPADS. (SBCOE recommends that the Charter School use Aeries.)



- h. Keep SBCOE apprised of the Charter School's progress and timeline in seeking approval for Dashboard Alternative School Status (DASS), including proof of application part 1 by March 1, 2024, and proof of application part 2 by June 16, 2024.
- i. March 1, 2024: Develop and submit to SBCOE processes and procedures for English Learners, including specific plans for how the Charter School will serve English Learners, including daily integrated and designated English Language Development (ELD) and the Charter School's reclassification process.
- j. March 1, 2024: Provide SBCOE a description and expectations for year-round instruction and services.
- k. March 1, 2024: Identify and provide to SBCOE the Charter School's plan for serving students who have dropped out of school, specifically including how SBCPA will reach out to recruit such students and what programs SBCPA will use to serve these students..
- l. March 1, 2024: Adopt and submit to SBCOE a legally compliant independent study policy and written agreement.
- m. March 1, 2024: Develop and submit to SBCOE criteria for how students will be placed in the various instructional programs (blended learning, long-term independent study, etc.).
- n. March 1, 2024: Identify and submit the process and criteria the Charter School will use for students "testing out" of courses.
- o. March 1, 2024: Identify to SBCOE the staff positions that will be responsible for all state reporting, such as CALPADS, SIRUS, and CAASPP.
- p. March 1, 2024: Develop and submit to SBCOE a plan outlining how parents/guardians will access student performance and data. The plan shall include a calendar of how often surveys will be given and the frequency with which student performance information will be communicated to parents/guardians.
- q. April 1, 2024: Provide SBCOE a draft copy of the student handbook, including all required notices and a copy of the student discipline procedures consistent with the Charter and this MOU.

## 5. Special Education

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act of 1992, and the Individuals with Disabilities Education Improvement Act (20 U.S.C. § 1400 *et seq.* "IDEA").

Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 and the Americans with Disabilities Act with respect to eligible students. The Charter School shall adopt and at all times maintain a current Section 504 policy, procedure, and forms. By August 15 of each year, the Charter School shall designate a Charter School employee responsible for Section 504/Americans with Disabilities Act compliance and notify the SBCOE in writing of the name of the responsible individual.

The Charter School shall participate as a school of the SBCOE for purposes of compliance with the IDEA unless and until such time as the Charter School shall become its own local educational agency member of a State Board of Education approved Special Education Local Plan Area (SELPA). The Parties agree that the description in the Charter of how the Charter School will comply with the IDEA, including how it will operate as a school of SBCOE for compliance with the IDEA, was for purposes of submitting a reasonably comprehensive description in the Charter only and is not binding on the Parties. Rather, the terms and provisions governing Charter School's compliance with the IDEA and operations as a school of SBCOE for purposes of IDEA compliance shall be set forth in a separate memorandum of understanding among the Parties ("Special Education MOU"). The Special Education MOU shall also set forth the terms and requirements governing any action by Charter School to become an independent LEA member of a SELPA,

The Charter School shall comply with all requirements of state and federal law relating to the provision of services to students with special needs.

The Charter School's insurance and indemnification obligations pursuant to this MOU, specifically including all requirements to provide insurance coverage for the SBCOE and SBCOE Personnel, below, shall extend with full force and effect to any and all matters in any way related to or arising from compliance with the IDEA, Section 504, and/or the Americans with Disabilities Act, and the provision of services to students with special needs and access to the Charter School and its facilities pursuant to those laws except as otherwise exempted or modified pursuant to the Special Education MOU.

**6. Data Reporting**

**a. Average Daily Attendance (ADA)**

The Charter School shall develop an attendance-reporting calendar and maintain an attendance system to record and account for student attendance and average daily attendance (ADA), which meets the requirements of applicable law. ADA is the total number of actual apportionment student days of attendance divided by the number of school days to determine the amount of revenue that is generated. "Attendance" shall mean the attendance of the Charter School pupils while engaged in educational activities required of them by the Charter School, as defined in Section 11960 of Title 5 of the California Code of Regulations and Education Code Section 47612.5(e). The Charter School shall report its ADA summary figures to the SBCOE on a monthly basis, and the SBCOE will report the ADA data to the California Department of Education (CDE) as required to enable the Charter School to receive the funding due under law. Monthly reports are due from the Charter School two weeks after the school month ending date. The Charter School shall provide SBCOE with the district-of-residence for all enrolled students.

<b>Reporting Requirements</b>
Month 1 – ADA summary report
20 Day Attendance Report (only applicable to schools that are new or adding one or more grade levels)
Month 2 – ADA summary report

Month 3 – ADA summary report
Month 4 – ADA summary report
P-1 ADA Report
Month 5 – ADA summary report
Month 6 – ADA summary report
Month 7 – ADA summary report
Month 8 – ADA summary report
P-2 ADA Report
Month 9 – ADA summary report
Month 10 – ADA summary report
Month 11 – ADA summary report
P-Annual ADA Report

The Charter School shall make available for SBCOE review and audit, supporting attendance documents, as requested. The Charter School may elect to use electronic attendance reporting and verification tools, in which case hard copies of certain documents may not exist, but the electronic records shall be made available to SBCOE.

**b. Enrollment**

The Charter School shall obtain a CDS code number from the CDE and complete and submit enrollment and other necessary demographic information to the SBCOE, to the California Longitudinal Pupil Achievement Data System (CALPADS), and to the California Basic Education Data System (CBEDS) consistent with State timelines and requirements.

**c. Recruitment and Enrollment**

The Charter School’s recruitment and enrollment processes shall be as described in its approved Charter. The Charter School shall maintain on its website instructions for applying and information on the public random drawing and enrollment processes, including all pertinent dates and deadlines, and hardcopies of all such instructions and information shall be available in the Charter School office and provided upon request. A blank copy of the admission application shall be publicly available on the website without the need to create or use a password or otherwise provide identifying information to review the application. Any procedures used to verify student residency must comply with applicable state and federal law, and must not discriminate against students or prospective students based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or any other characteristic protected by law, or association with persons with any of these characteristics.

**d. Reporting to Public Agencies.**

The Charter School shall submit to the SBCOE a copy of all reports or other documents that the Charter School is required to submit to the State or other public agency in the State, including, but not limited to:

- 1) P-1 Attendance Report to be submitted to the State each January 15<sup>th</sup> and reflecting

attendance through the last full school month ending prior to December 31;

- 2) P-2 Attendance Report to be submitted to the State each May 1<sup>st</sup> and reflecting attendance through the last full school month ending prior to April 15;
- 3) Annual P-3 Attendance Report to be submitted to the State each July 15<sup>th</sup> and reflecting the entire fiscal year's attendance (July 1 - June 30).

Such reports will be submitted to the SBCOE concurrently with submittal to the State or other public agency.

e. **Notification to SBCOE Regarding Governing Body Composition.**

The Charter School shall annually (on or before July 1) send the SBCOE a list of the corporation's directors and officers for the following school year. The Charter School shall provide SBCOE notice of any change in the composition of these directors or officers within 10 business days of the change.

f. **School Calendar and Schedules.**

The Charter School shall provide SBCOE by March 1 of each year, starting March 1, 2024, the approved instructional calendar for the following school year, including calculation of annual instructional minutes.

By two weeks prior to the start of each school year, the Charter School shall provide SBCOE with its master schedule and the bell schedule for the following school year. If the Charter School offers summer school, extended day, or intersession, it shall provide SBCOE calendars and bell schedules for such programs.

g. **Performance Assessments**

The Charter School shall forward results, excepting individual student results, from all statewide assessments, including the English Language Proficiency Assessments for California ("ELPAC"), to the SBCOE within thirty (30) days from receipt.

h. **SARC and Annual Report to the San Benito County Board of Education**

The Charter School shall post its School Accountability Report Card (SARC) to its website by February 1<sup>st</sup> and concurrently submit an electronic copy of the SARC to the SBCOE. Charter School shall annually report its academic and student data, including suspension and expulsion data and data regarding students who have otherwise left the Charter School without graduating, to SBCOE disaggregated by numerically significant pupil subgroups. The Charter School will also provide an Annual Report presentation to the SBCBOE, inclusive of any template of topics, identified by the SBCOE in writing no later than 30 days before the presentation date.

7. **Facilities**

The Charter School shall do each of the following:

- a. On or before April 15, the Charter School shall secure facilities for the 2024-25 school year and provide notice of the location to SBCOE. Within 30 days of identifying and securing the facilities, Charter School shall notify SBCOE of the facilities and provide a facilities plan that is sufficient, in SBCOE's judgment, to support all aspects of the Charter School program as outlined in the Charter, including space for athletics and/or outdoor playing fields. To the extent the facilities do not comport with any of the facilities requirements identified in the Charter, the plan shall specifically note the deviation and how it will affect implementation of the Charter and any alternative arrangements the Charter School will make to comply with the Charter. At any time that Charter School proposes changing location(s), it must first consult with SBCOE to determine whether the proposed move constitutes a material revision to the Charter and also provide an updated facilities plan explaining how the proposed new facilities will comport with the Charter or describe changes that the Charter School proposes to make to accommodate use of the alternative facilities.
- b. On or before April 15, 2024, Charter School shall provide SBCOE information about the total cost for acquisition of the facilities, including payment terms, as well as a list of sufficient funding sources to demonstrate that adequate funding is available to cover the cost of the purchase/lease of the facilities and its maintenance and upgrades. To the extent that these costs are greater than 3% percent over the projected costs and funding sources in the budget documents submitted with the Charter, the Charter School shall provide updated budget documents and a narrative explanation of if and how such changed expenses will affect full implementation of the program specified in the Charter.
- c. No less than 21 days prior to the date staff are to report to the site to commence work for the school year, the Charter School shall obtain all authorizations for use of the facilities – including certificates of occupancy and all safety clearances (including fire life safety clearances) – establishing that the facilities are legally compliant (including all applicable requirements of Building Codes, the Americans with Disabilities Act, and fire life safety requirements) and approved for operation of the Charter School.

If the Charter School does not timely comply with all of these requirements, the Charter School shall be required to delay commencing operations until it complies with each of these requirements, which, depending on the timing of compliance, may be a delay until a subsequent school year at the County Superintendent's discretion. Should the Charter School be required to delay opening until a subsequent school year, it shall comply with each of these requirements on

the same timeline prior to the scheduled opening for the subsequent school year or again be required to delay opening at the County Superintendent's discretion.

**8. Governance Structure**

**a. Board Representative**

The SBCBOE shall be entitled to a single representative on the Polytechnic Academy Board of Directors, and the SBCBOE or its designee, at its discretion, shall appoint the SBCBOE representative, but it will be within the SBCBOE or designee's sole discretion whether or not to appoint such a representative at any time. Any SBCBOE representative shall serve solely at the SBCBOE or designee's discretion and shall have no limit on the number of consecutive or total terms they may serve and shall be appointed and/or removed only by action of the SBCBOE or designee, following any or no procedure of the SBCBOE or designee's choosing. Such appointment shall not be subject to nomination, approval, or other action by the Charter School. By no later than February 1, 2024, the Charter School's Bylaws shall be revised to except any SBCBOE representative from the provisions and procedures for appointment, removal, term limits, and/or any additional requirements or restrictions on the appointment and service on the Board applicable to other Directors, and any SBCBOE representative shall be appointed and/or removed in the sole discretion of the SBCBOE or designee. Further, any SBCBOE representative shall be a full, voting member of the corporate Board of Directors and neither the corporate Bylaws nor any action by the corporation, its Board, or the Charter School shall include or attempt to impose any restrictions or limitations on the authority of any SBCBOE representative, except the Bylaws may specify that the SBCBOE representative may not serve as an officer of the corporation. Should the SBCBOE exercise its option to appoint a representative, the Charter School may choose to expand the number of Directors by one in order to maintain an odd number of Directors.

**b. Transparency and Public Accountability**

Notwithstanding any conflict in the corporate Articles of Incorporation or Bylaws or the law controlling non-profit corporations, all business of the Charter School and its Board of Directors shall comply with all laws controlling charter schools and the Charter School, its Board of Directors, administrators, managers, and employees, and any other committees of the Charter School, shall comply with all applicable federal and state laws and nonprofit integrity standards regarding ethics and conflicts of interest and all applicable provisions of law generally applicable to public agencies, including but not limited to the California Public Records Act (Government Code section 6250 *et seq.*), the Political Reform Act of 1974 (Gov. Code Section 81000 *et seq.*), the Brown Act (Government Code sections 54950 *et seq.*), and the requirements described at Government Code Section 1090 *et seq.*, and any attendant regulations as they may be amended from time to time, as those laws are applied to charter schools pursuant to Education Code Section 47604.1, and any other applicable conflict of interest prohibitions, including prohibitions applicable to California non-profit corporations. In the event that the laws/rules/provisions of Government Code Section 1090 *et seq.* and the Political Reform Act of 1974 permit an action or means of taking action that is restricted or prohibited by the other conflict of interest statute's laws/rules/provisions, the most restrictive law/rule/provision shall control.

By March 1, 2024, the Charter School shall adopt the Fair Political Practices Commission's Model Conflict of Interest Code, including any modifications to comport with Education Code Section

47604.1, pursuant to California Code of Regulations, title 2, Section 18739, including the formal designation of reporters and reporting categories and the forms to be filed thereunder, and shall maintain that Code in full force and effect, and shall review and revise that Code as necessary throughout the term of the Charter and this MOU. The Charter School shall provide a copy of that Conflict of Interest Code to the SBCOE by March 15, 2024, and require all affected Charter School officers, employees, representatives, consultants, and governing board members to comply therewith.

By March 1, 2024, the Charter School shall adopt the rules and policies necessary to implement the provisions of Government Code Section 1126 at the Charter School.

The Charter School Board of Directors and administration shall undergo detailed training regarding conflicts of interest, specifically including the PRA and Government Code Section 1090 *et seq.*; the Brown Act; and the California Public Records Act, on at least an annual basis throughout the term of the Charter and this MOU. Any new Board member and/or administrator shall undergo such training within 90 days of taking the position with the Charter School. All such training shall be conducted by an individual or entity with demonstrated professional knowledge and expertise in the law, regulations, and rules governing conflicts of interests (specifically including the PRA and Government Code Section 1090 *et seq.*), the Brown Act, and the California Public Records Act, and shall not be conducted by a Charter School Board member or employee, including a Charter School officer or employee using materials provided by a professional expert. At least as frequently as the annual training, the Charter School shall have its legal counsel conduct a review of samples of its agendas, recordings, and minutes to ensure that the Charter School has been conducting its meetings in compliance with the Brown Act and Education Code Section 47604.1. Should this review reveal concerns with legal compliance, the Charter School shall develop and implement additional measures (which may include, but are not limited to, legal counsel review of all agendas, legal counsel attendance at meetings, and additional Brown Act trainings) that are calculated to resolve and remediate any such concerns, and provide a written report of such measures to the SBCOE.

Board members and other employees designated by the Charter School Board must complete the “AB 1234 Ethics Training” every two years commencing on or before January 1, 2026. The Charter School shall keep a record of training completion for five years and make it available for public inspection.

The Charter Board, and all other “legislative bodies” of the Charter School, as that term is defined in the Brown Act, shall hold meetings only in accordance with the applicable requirements of the Brown Act, Education Code Section 47604.1, the Bylaws, and any new legislation that goes into effect during the term of the Charter and this MOU. Each legislative body shall post its agendas and copies of the meeting minutes and links to any meeting recordings on the Charter School’s website. The posted agendas shall include links to the backup materials for each agenda item for which there are electronic versions of backup materials that are not excluded from public disclosure. At the later of (1) the posting of the agenda or (2) the time that the Charter School staff provides a final copy of agenda item backup materials to all or a majority of all of the members of the legislative body, it shall post a link(s) in the pertinent agenda item to those materials that are not excluded from public disclosure. The homepage of the Charter School’s website shall include a prominent, direct link to the current agenda for each legislative body, which link shall not be hidden within a contextual menu (e.g., a dropdown menu), in accordance with Government Code Section 54954.2. The Charter School Board shall create audio or audio and visual recordings of all of its meetings. All approved meeting minutes shall be promptly and permanently posted on or linked to the Charter School’s website, with the recordings posted within two business days of

any meeting that is recorded. Such minutes and recordings shall be maintained and publicly available on the Charter School's website for a minimum of five years from posting. Meeting agendas shall also be posted in a physical location accessible to the public in accordance with the Brown Act's requirements.

**c. Actions by Majority of a Quorum**

A majority of the Directors then in office shall constitute a quorum. Notwithstanding any provisions of the Charter and/or Bylaws to the contrary, actions of the Board shall be made by a majority of the total number of Directors currently in office, not by only a majority of a quorum.

**d. Board Committees**

The Board may create committees of the Board in accordance with its Bylaws and subject to the applicable provisions of the Brown Act. Any such committee shall be advisory and shall not have the authority to take action on behalf of the Board.

**e. Delegation of the Board's Authority**

In accordance with the provisions of the Charter, the Board of Directors may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it. Any delegation of the powers or duties of the Board shall be:

1. Be in writing.
2. Specify the entity designated.
3. Describe in specific terms the authority of the Board of Directors that is being delegated, any conditions on the delegated authority or its exercise, and the beginning and ending dates of the delegation.
4. Require an affirmative vote of a majority of the Board of Directors members.

The Board of Directors may not delegate budget approval or revision, approval of the financial audit and performance report, or the adoption of Board policies. Contrary to the provisions of the Charter, the Board of Directors may delegate contracting authority only up to \$15,000. The Board of Directors may not delegate to an employee(s) unfettered control over the Charter School's operations, and the Charter School agrees and affirms that while administrators and employees necessarily handle the day-to-day operations of the corporation and SBCPA, it is the corporation's Board of Directors that governs the Charter School, and the Board retains ultimate legal and fiduciary responsibility for the Charter School and its operations. The Charter School confirms that the Charter School administration will not purport to or actually exercise the Board of Directors' authority in situations in which the Board has not publicly, during a public meeting held in compliance with the Brown Act, delegated in writing specific and defined authority to a specifically identified individual or entity and that the Board will not delegate fundamental governance decisions, such as a decision to close the SBCPA or materially revise the Charter, to administrators to be made outside of a public meeting and without public input. The Charter School further understands and agrees that its administrators cannot announce *decisions* of the Board *prior* to the Board actually considering and acting on such decisions, irrespective of the



administration's recommendation on any particular matter.

**f. Articles of Incorporation and Bylaws**

Polytechnic Academy is a corporation without members and at any time it is operating/governing SBCPA it shall not have any members. In no event shall Charter School's governance structure be modified to permit governance by or as a nonprofit corporation with members.

In the case of a conflict between the requirements of this MOU or the Charter and provisions of the Articles of Incorporation and/or Bylaws, action taken in accordance with such Articles or Bylaws that conflicts with or is inconsistent with the requirements of the Charter or this MOU shall be deemed a violation of this MOU and the Charter. Should the provisions of the Charter or this MOU conflict with the policies, practices, or terms of any collective bargaining agreement or other agreement of the Charter School, the provisions of the Charter and this MOU shall prevail.

On or before March 1, 2024, the minimum number of members on the Charter School Board of Directors shall be increased from three to five and the Charter School shall diligently pursue the necessary additional Directors. The Charter School shall endeavor at all times to have an odd number of Directors.

The Charter School shall provide written notice to the County Superintendent of any proposed revisions to the Articles of Incorporation and/or Bylaws no less than three weeks prior to consideration of adoption of the revision(s) by the Charter School's Board. Should the County Superintendent or designee indicate that the SBCOE considers the proposed revision(s) to be a material revision to the Charter School's governance structure or Charter, the Charter School may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code section 47607 for material revision to the Charter, and any revisions made to the Articles or Bylaws in violation of these requirements shall not be effective. Changes to the Bylaws specifically required by this MOU are deemed not to be material revisions to the Charter School's governance structure. Should the Charter School adopt revision(s) to its Articles of Incorporation and/or Bylaws in accordance with these requirements, it shall provide a final copy of the revised document to the SBCOE within three business days of the adoption of such revision(s). On or before March 1, 2024, the Charter School's Bylaws shall be amended as necessary to specify these requirements for amendments thereto. Prior to making the Bylaws revisions required by this MOU, the Charter School shall provide a redline copy of the proposed revisions to the SBCOE for review at least three weeks prior to adoption in order to obtain SBCOE's approval of the proposed revisions and confirm that the proposed revisions constitute compliance with the requirement to update the Bylaws to be consistent with this MOU. The Charter School shall ensure that its Bylaws are and remain consistent with the Charter and MOU and shall update the Bylaws as may be necessary for this purpose by March 1, 2024.

On or before March 1, 2024, the Bylaws shall be revised as necessary to prohibit any actions, including those described as "self-dealing transactions" or "acceptable transactions," which would violate the Brown Act, Government Code Section 1090, and/or the Political Reform Act.

**g. Material Revisions**

The Parties acknowledge and agree that the determination of whether any proposed change to the Charter School's Charter and/or operations constitutes a material revision to the Charter shall be made by the County Superintendent or designee in the County Superintendent's sole discretion. Charter School shall consult with SBCOE prior to adopting or implementing substantive changes to its program, operations, or Charter, and shall not implement any such material revisions unless and until it receives approval from the SBCBOE through the statutory material revision process.

**h. Tax Exempt Status**

Polytechnic Academy shall diligently pursue 501(c)(3) tax-exempt status and provide SBCOE evidence of such status on or before April 15, 2024, or promptly upon determination by the Internal Revenue Service. Polytechnic Academy shall maintain such tax-exempt status throughout the term of the Charter and this MOU.

**i. Parent Involvement in Governance**

On or before May 15, 2024, the Charter School shall develop a written plan, satisfactory to SBCOE after that deadline, by which the Charter School will offer parents/guardians a means to be involved in the governance of the Charter School. Upon approval by the SBCOE, such plan shall be appended to this MOU as Exhibit 1, and become a part hereof for all purposes.

**j. ELAC and School Site Council**

The Charter School shall establish and operate an English Learner Advisory Committee ("ELAC") if there are sufficient students attending the Charter School to warrant the creation of one. The Charter School shall form a school site council or other committee involving parents in accordance with the Education Code should the Charter School apply for state or federal categorical program funding through the state's consolidated application.

**9. Employee Qualifications**

By February 1, 2024, the Charter School shall provide SBCOE an outline of its process for recruiting, selecting, and evaluating staff.

By February 1, 2024, the Charter School shall develop job descriptions for the Executive Director and Principal/Learning Director positions that include relevant experience with school and organizational leadership and innovation, expertise in curriculum design, supervision, and evaluation, consistent with the qualifications and job duties specified in the Charter and this MOU.

**a. Teacher Credentialing**

All Charter School teachers must hold a Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The provisions of Education Code Section 47605.4 do not apply to the Charter School, and the Charter School agrees that fully and appropriately credentialed teachers and staff will provide instruction and services at the Charter School throughout all hours of the school day.

**b. Criminal Background Checks**

Charter School shall comply with all criminal background check and clearance procedures, and shall destroy the records of such checks in accordance with law.

**c. School Counselors**

The Charter specifies the Charter School will have a low student-to-counselor ratio of 100:1, but the Charter budget provides for a higher 167:1 ratio. By April 15, 2024, Charter School shall provide to SBCOE one of the following: (1) a plan clarifying how the work and tasks to be performed by counselors, as described in the Charter narrative, will be accomplished and students served in the manner described in the Charter with the higher student to counselor ratio provided in the Charter budget or (2) updated budget documents providing for the costs of counselors, including a budget narrative explaining the source of the additional funds and any programmatic changes made to provide the necessary funding for counselor services.

**d. Executive Director**

The minimum employment qualifications for the position of Executive Director shall include bachelor's degree and a valid California teaching credential, and master's degree and an administrative credential are preferred.

**e. Principal and Learning Director**

The minimum employment qualifications for the positions of Principal and Learning Director shall include a bachelor's degree and a valid California teaching credential.

The Charter specifies that the Principal and Learning Director positions will be a combined single position at the time the Charter School opens. These positions will be split into two separate positions on or before the Charter School's enrollment reaching 350 students. By February 1, 2024, the Charter School shall develop job descriptions specifying the duties and employment qualifications that will apply to each position independently when the initially combined position is split into two separate positions. These job descriptions shall be appended to this MOU as **Exhibit 2**, and become a part hereof for all purposes.

**f. Business Services**

The Charter School shall engage the services of a Business/Financial Professional to carry out the Charter School's business and fiscal functions. Such services may be provided either by a Charter School employee(s) or by a consultant (or consultant group) hired by the Charter School or through an MOU with SBCOE, with such MOU at SBCOE's sole discretion. Any such employee/consultant/consultant group shall have a minimum of three years of experience in public school accounting and finance or the equivalent. The employee/consultant/consultant group's range of experience shall include use of State Budget Software; extensive knowledge of the Standardized Account Code Structure (SACS); the recording of revenues and expenditures to comply with governmental accounting practices; and experience with year-end closing best practices and procedures as specified in the California School Accounting Manual (CSAM). Entering into an MOU with SBCOE for such services shall constitute compliance with the requirements of this provision.

The Charter School shall keep SBCOE apprised of the identity of its back-office services provider should the Charter School contract with any provider other than SBCOE. The Charter School shall adhere to the Standardized Account Code Structure for financial reporting for the Charter School's July 1 budget, as well as actual and interim budget reports.

#### **10. Health and Safety Procedures**

By April 1, 2024, the Charter School shall develop and adopt a full set of health and safety policies and procedures, including all such procedures required by law, and provide a copy of such policies and procedures to SBCOE. These policies and procedures shall include a full set of complaint policies and procedures, including but not limited to a Uniform Complaint Procedure and Title IX procedures, and the Charter School shall train all personnel involved in the investigation and/or other components of the UCP and/or Title IX policies and procedures prior to opening school to students, and shall conduct all other necessary, appropriate, and/or legally required trainings in accordance with law, policy, and/or risk management procedures agreed upon with the Charter School's legal counsel and insurance carrier. The Charter School shall create and maintain its handbooks in a manner consistent with its adopted and updated health and safety policies and procedures.

No less than 60 days prior to opening to students, the Charter School shall provide a copy of its adopted school safety plan, including the safety topics listed in subparagraphs (A) to (L) inclusive of Education Code Section 32282(a)(2). The Charter School shall provide SBCOE an updated copy of its school safety plan annually thereafter by March 15.

#### **11. Student Balance**

Based on its target student population of at-promise youth, the Charter School anticipates serving a diverse student population that includes a disproportionately high percentage of students who are English learners, students who may be behind in grade level in skills and/or credits, students with mental health concerns, and students with disabilities. The Charter lists recruitment strategies and plans the Charter School will use in order to obtain a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils as defined by the evaluation rubrics in Education Code Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the SBCOE. At least annually following its open enrollment process, the Charter School shall review and evaluate its enrollment, determine whether it is reflective of the general population residing within San Benito County, and revise and modify its plans as necessary to address any areas in which it has not enrolled a reflective pupil balance. The Charter School's plans shall include means of tracking which elements of its plan are working, and which are less successful, in order that the Charter School can evaluate its plan properly and refine its plan, as needed.

Notwithstanding the language in the Charter, the Charter School's plan for achieving this student balance shall not include prioritization of at-promise youth for immediate enrollment throughout the school year ahead of general population youth on the waiting list. In no event shall any student(s) who did not participate in the open enrollment process, including any necessary public random drawing, be admitted ahead of any student(s) who did so participate, regardless of approved preferences.

## 12. Audit

The annual independent audit of the Charter School required by Education Code Section 47605.6, subdivision (b)(5)(I) and (m) shall be timely performed. Any findings, recommendations, exceptions, or deficiencies shall be reported to the SBCOE and resolved to SBCOE's satisfaction pursuant to the terms of the Charter and any requirements of the SBCOE. Notwithstanding language in the Charter to the contrary, the Charter School shall resolve any such issues to the SBCOE's satisfaction, and the dispute resolution procedures of the Charter shall not apply to these matters unless SBCOE chooses to follow those procedures in its sole discretion. The Charter School shall resolve outstanding issues from the audit prior to completion of the auditor's final report. The Charter School shall forward a copy of the audit to the SBCOE upon receipt of the final audit findings in accordance with legal timelines.

During the course of the audit, the auditor will review attendance and enrollment, accounting practices, revenue-related data collection and reporting practices, and will review the Charter School's internal controls. The audit will include a review of ADA as reported by the Charter School. Moreover, the audit will address whether the Charter School is abiding by generally accepted accounting principles (such as GAAP, LAO, GAGAS, and GAO, if applicable) and that its financial statements conform to generally accepted accounting principles, in the manner directed by the State Controller's Office K-12 Audit Guide.

In the case that the Charter School either does not pay for or have an independent audit completed within one month of the applicable deadline, the SBCOE may, at its option, pay for an audit to be completed and invoice the Charter School for the expense, which shall be immediately due and payable, or subtract such payment from any funds due to the Charter School.

Further, the SBCOE shall have the right to request or conduct a financial audit at any time of the year. The cost for such audit shall be borne by the SBCOE if the audit reveals no financial or enrollment discrepancies resulting in under- or over-reporting of greater than three percent (3%) total; in all other cases, Charter School shall bear the cost of the audit.

## 13. Dismissal from Charter School: Student Suspension and Expulsion

The Charter establishes the Charter School's suspension, expulsion, and involuntary removal causes and procedures. The causes specified and procedures set forth in the Charter (as the same may be modified from time to time in accordance with this MOU and the material revision procedures) shall be the only causes and procedures for the Charter School to involuntarily dismiss, remove, or otherwise exclude a student who attends the Charter School from further attendance at the Charter School for any reason, including but not limited to, disciplinary and academic causes. Other than updates to these causes and procedures to comport with legal mandates and/or to maintain consistency with the suspension and expulsion policies in Education Code Section 48900 *et seq.* applicable to non-charter schools, Charter School shall not modify the causes and/or procedures for suspension, expulsion, and/or involuntary removal without SBCOE approval of a material revision or the County Superintendent or designee's prior determination that the change does not constitute a material revision. The Charter School shall provide SBCOE written notice at least five business days prior to making any change authorized by this paragraph.

The Parties agree that notwithstanding anything to the contrary in the Charter, the policy and procedures for student suspension, expulsion, and involuntary removal may be revised only in accordance with the

provisions of this Section VII.B.13 of the MOU.

Students expelled from any school for the offenses listed in Education Code Section 48915(a) or 48915(c) shall not be permitted to enroll in the Charter School during the period of their expulsion.

#### **14. Employee Retirement Systems**

The Charter School position responsible for ensuring that appropriate arrangements for retirement coverage for all Charter School employees – including federal social security and the 403(b) retirement account – shall be the Executive Director. The Charter School shall provide prior written notice to SBCOE should the designated position for such responsibility change. The Charter School shall ensure that each person holding the position responsible for such coverage receives appropriate training regarding the obligations regarding retirement coverage.

The Charter School shall provide SBCOE notice annually by January 15 if it will offer employees the opportunity to participate in the State Teachers' Retirement System (STRS) and/or the Public Employees' Retirement System (PERS) in the following fiscal year, though nothing in this requirement shall serve to limit the Charter School's authority to choose to offer such participation at a later time, upon providing prior written notice and budget documents establishing its financial ability to do so. Should Charter School in future choose to offer STRS and/or PERS, its prior written notice to SBCOE shall specify in writing how it will arrange for and submit service credit and remittance reports, and any services SBCOE may choose to agree to provide to Charter School in this regard shall be subject to a separate written agreement.

#### **15. Dispute Resolution**

As specified in the Charter, the dispute resolution provision set forth therein was only a starting point for discussion and is replaced by this section of this MOU.

##### **a. Disputes Between the SBCOE and the Charter School**

The Charter School and the SBCOE will be encouraged to attempt to resolve any disputes between them amicably and reasonably without resorting to formal procedures. All timelines and procedures in this section may be revised upon mutual written agreement of authorized representatives of the SBCOE and the Charter School.

If either the Charter School or SBCOE determines that a violation of the Charter or MOU or any other applicable law or agreement may have occurred or a problem has arisen related to the operation of the Charter School and/or the SBCOE's oversight obligations, or a dispute otherwise arises between the SBCOE and the Charter School, the following procedures shall be followed to resolve the dispute:

- (1) In the event that the SBCOE believes that the dispute relates to an issue that could lead to revocation of the Charter, under Education Code Section 46707, including but not limited to a severe and imminent threat to health and safety, participation in the dispute resolution procedures outlined herein shall not be interpreted to impede or act as a prerequisite to the SBCOE's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations. Rather, the SBCOE may choose, in its sole discretion, to proceed directly with the revocation procedures

as set forth in Education Code Section 47607 and its implementing regulations or may choose to participate in all or part of the dispute resolution procedures set forth below. Should SBCOE choose to participate in some portion(s) of this dispute resolution procedure, it is not obligated to complete the procedures prior to commencing the revocation process.

- (2) If the violation or issue in question does not constitute a severe and imminent threat to the health or safety of pupils and/or the SBCOE has not decided to commence revocation procedures without following this dispute resolution procedure, either party will provide written notification of the violation or issue (“the Dispute Statement”) and refer the issue to the County Superintendent and the Charter School Executive Director, or their respective designees.
- (3) The Executive Director and County Superintendent or their respective designees shall meet and confer in a timely fashion to discuss and attempt to resolve the dispute, not later than 10 business days from receipt of the Dispute Statement, or as mutually agreed upon by the Parties. If the dispute is not resolved at this meeting, or in strict accordance with any plan for resolution agreed upon at this meeting, the Parties will proceed to step 4, or take any other action they deem appropriate in response to the dispute.
- (4) If the dispute is not resolved in accordance with the procedures through step 3, either Party will have been deemed to have exhausted the administrative remedies within the Charter and this MOU and may pursue any alternative legal options for resolution, including the SBCOE may commence revocation of the Charter and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

**b. Internal Disputes**

The Charter School Board shall adopt and maintain policies and processes for airing and resolving disputes, other than those between the SBCOE and the Charter School, which are covered above. Parents, students, Board members, volunteers and staff at the Charter School will be provided with a copy of the Charter School’s policies and internal dispute process. The Charter School shall adopt and maintain a Uniform Complaint Procedure that complies with all requirements of California Code of Regulations, Title 5, Section 4600 *et seq.* and a Title IX policy that comports with federal law, and shall ensure that those persons responsible for implementation of these policies are properly trained, and that such policies are posted and distributed as required by law. At least annually, Charter School parents, students, Board members, volunteers and staff shall be provided with a copy of Charter School’s policies and internal disputes process.

The SBCOE will promptly refer all disputes or complaints it receives not related to a possible violation of the Charter, this MOU, any other agreement(s) by or among the Parties, or law, or to the operation of the Charter School or the SBCOE’s oversight obligations, to the Charter School’s Executive Director for resolution according to the Charter School’s internal dispute resolution process. The SBCOE may choose to submit disputes it receives that are related to possible violations of the Charter or this MOU, any other agreement(s) by or among the Parties, or the law to the operation of the Charter School or the SBCOE’s oversight obligations to the Charter School’s Executive Director for resolution according to the Charter School’s internal dispute

resolution process. Should the SBCOE receive a complaint regarding the Charter School that is referred to the Charter School for investigation and/or resolution, the Charter School shall provide the SBCOE with updates regarding the Charter School's investigation and resolution of the matter at least every two weeks and upon request from SBCOE and upon resolution of the complaint or issue. In the event that the Charter School's adopted policies and processes fail to resolve the dispute, the SBCOE agrees not to intervene in the dispute without the consent of the Charter School's Board unless the matter relates to a possible violation of the Charter, the MOU, any other agreement(s) by or among the Parties, or law or to the operation of the Charter School or the SBCOE's oversight obligation.

**16. Admissions**

**a. Admission Applications**

In order for students to apply for admission and be included in any public random drawing for admission to the Charter School (if a public random drawing is necessary), families must submit an application that requires only the student's name, grade, birthdate, and contact information for the family, including address, the current school that the student may attend, and voluntary disclosure of information directly and specifically limited to information necessary in order to determine if the pupil is entitled to a SBCBOE-approved admission preference, such as whether a sibling attends or is applying to the Charter School. The admission application submitted prior to any public random drawing and before a student is offered a space at the Charter School shall specifically be limited only to the above-listed general information, and in no event shall any application/registration/admission materials that are required prior to the student being offered a place at the Charter School include any information concerning any legally protected characteristic of the student or his/her parent/guardian, including, but not limited to, mental or physical disability or current or prior eligibility for services pursuant to the IDEA or Section 504. Disclosure of other demographic information on application forms will be optional and may be collected by the Charter School only in accordance with all requirements of law and for the sole purpose of informing outreach strategies to ensure an applicant pool that reflects the diversity of the county served.

**b. Admission Priorities**

The Charter specifies admission preferences to be used in the event that there are more applicants than capacity at the Charter School in any year. The admission priorities specified in the Charter have been approved by the SBCBOE in accordance with Education Code Section 47605.6(e)(2)(B), and those preferences may not be amended or deviated from without prior approval by the SBCBOE in accordance with the procedures specified in Education Code Section 47605.6.

Notwithstanding information in the student balance provisions of the Charter to the contrary, Charter School shall not provide preference in admissions to at promise youth or any other students who did not participate in the open enrollment and public random drawing processes ahead of students who did participate in the open enrollment and public random drawing process, including such students who are on the waitlist.



c. **Admission Process**

The Charter School shall clearly announce the number of available seats in each grade prior to the commencement of the open enrollment period each year. The Charter School shall not decrease the number of available seats in any year after such announcement but may increase the number should it determine that it has greater capacity than initially announced.

The Charter School shall conduct any necessary public random drawing (“lottery”) for admission using an automated, computer-based process, including for its first year, unless the County Superintendent or designee authorizes the use of a manual process. The Charter School must provide a detailed written description of the process to the County Superintendent or designee’s satisfaction, which shall not be unreasonably withheld, and which is consistent with the preferences and procedures described in the Charter, *prior* to implementation. The process used shall maintain records tracking in compliance with the admission policies and procedures.

The Charter’s description of the implementation of any necessary lottery for admission if there are more applicants than spaces is hereby revised to ensure that the drawing is conducted in accordance with the approved order of preference, as set forth in the Charter. Lotteries will be conducted in ascending grade level order, beginning with ninth grade. Within each grade level, students will be drawn from pools beginning with all applicants who qualify for preference in the first (highest) preference group (currently siblings of student admitted to or attending the Charter School) and shall continue within that preference group until all vacancies in the grade level have been filled, and names shall continue to be drawn from that preference group, with the names placed in order on a wait list in the order drawn, until all names in the preference group have been drawn. This process shall continue with all preference groups in descending order, and after all applicants in all preference groups have been drawn (and granted admission or placed on the wait list), all other applicants who did not qualify for a preference group will have their names drawn and be offered admission or placed on the wait list, dependent on space.

Following the open enrollment process and any required lottery each year, all families will receive notification (via the contact information on their application) with either an offer of admission or a placement on the waitlist. To reserve a space (in the class or on the waitlist), families will return a response to the Charter School by a time specified in the notice, but no less than three(3) business days from the Charter School’s sending the notices. All families accepting an offer of admission will then receive an enrollment packet in accordance with the deadline for submission of the enrollment packet materials clearly designated in the packet. Families on the wait list who are granted admission as space becomes available will receive their enrollment packet on a rolling basis.

17. **Free Schools**

The Charter School shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5, Education Code Section 49010- 49013, and California Code of Regulations, Title 5, Section 350, in all aspects of the Charter School program. Under no circumstances shall any student be adversely impacted, in any manner, in admission, registration, offers of course credit or educational activities for financial reasons, including without limitation a failure to make a financial contribution of any kind or for failure to make donations of goods or services, including in-kind or volunteer services, to the Charter School, nor shall any course credit or privileges related to Charter School

educational activities be provided in exchange for money or donations of goods or services, including in-kind and/or volunteer services.

Charter School shall notify parents/guardians of applicants and currently enrolled students on all admissions and enrollment applications/forms, and at least annually separate from the admissions documents, as well as in any and all volunteer policies, documents, or other communications requesting or encouraging parents/guardians to volunteer, in font at least as large as the font on the remainder of the document(s), that parent involvement, including such volunteering, is purely optional and not required as a condition of admission, continued enrollment, or any other privilege offered by the Charter School.

While Charter School may encourage parents/guardians to volunteer, including by explaining the educational benefits of parent involvement, volunteer hours shall not be required at Charter School, and parents may volunteer at the Charter School only to the extent that they choose to do so. Charter School shall train all officers and employees, including teachers and coaches, as well as members of volunteer groups, team parents, room parents, and similar, who may seek or recruit additional parent volunteers, about free schools requirements and the prohibitions against mandating volunteer hours and/or donations or in any way implying to parents that such volunteer hours and/or donations are required.

Any complaints alleging unlawful pupil fees shall be processed by the Charter School in accordance with Education Code Section 49013 and the Uniform Complaint Procedures.

#### **18. Transportation**

Transportation to and from school is the sole responsibility of the families who choose to attend the Charter School, except as voluntarily offered by the Charter School or as required by law, including, but not necessarily limited to, the IDEA, the McKinney-Vento Homeless Education Assistance Act, and the requirements for services to foster youth.

#### **19. Closure Procedures**

The closure procedures set forth in the Charter are replaced by the procedures set forth in this section of this MOU and shall be referred to as the "Closure Protocol." In addition to the procedures specified in this MOU, the Charter School shall comply with all of the requirements of California Code of Regulations, Title 5, Sections 11962 and 11962.1 and any other applicable legal requirements for closure of a charter school and the following requirements. The official action by the Charter School's Board documenting the closure of the school for any reason will be referred to as the "Closure Action." In the case of any conflict between the closure procedures described in the Charter and those described in this MOU, the procedures set forth in this MOU shall prevail.

- A. Charter School shall identify an entity and person(s) responsible for closure-related activities and each notice required below shall include information on the responsible person and entity and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure.
- B. The Charter School Board shall provide written notification to the SBCOE of the determination of the Closure Action and of the effective date of the closure, and the contact information for the person(s) to whom reasonable inquiries may be made regarding the closure as a charter school within 72 hours of the Closure Action.

- C. Charter School shall provide written notification to the home districts of the list of returning students within 10 calendar days.
- D. Charter School shall provide written notification of the Closure Action and the effective date of closure of Charter School to the California Department of Education, the Charter School's SELPA, and the retirement systems in which Charter School's employees participate by registered mail within 10 calendar days.
- E. On closure, Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.
- F. This notice to the parents and students will be provided within 10 calendar days of the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and specific information on completed courses and credits that meet graduation requirements.
- G. Charter School will provide parents, students and the receiving school districts with copies of all appropriate student records within seven calendar days from the determination of the Closure Action or within seven days of the last student attendance day at Charter School if Charter School is to remain open as a charter school beyond the date that a Closure Action is determined, and will otherwise assist students in transferring to other schools. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. Section 1232g. As permitted by each student's district of residence, the Charter School shall transfer all appropriate student records to the district of residence, or the district to which the student is transferring if requested by the parent/guardian. Charter School will ask the SBCOE to store original records of Charter School students for which the district of residence/district of attendance is not known or will not accept the records. If the SBCOE will not or cannot do so, Charter School will work with the SBCOE to determine a suitable alternative location for storage. All state assessment results, special education records, and personnel records will be transferred and maintained in accordance with applicable law.
- H. As soon as is reasonably practical, but no later than 90 days after the latter of the Closure Action or the effective date of the closure, Charter School shall prepare final financial records. The Charter School's independent audit completed by an independent auditor who meets the qualifications to perform Charter School's annual audits, as soon as is reasonably practical, but in no case later than six months after closure, and provide the audit report to the SBCOE promptly upon completion. The auditor and audit shall comply with all of the requirements for Charter School's annual audit as set forth in the Charter. In the case that Charter School either does not pay for or have an independent audit completed within the six-month timeline, the SBCOE may, at its option, pay for an audit to be

completed and subtract such payment from any funds due to the Charter School. Any costs for the audit incurred by the SBCOE shall remain a liability of Charter School until repaid in full. The final audit will delineate the disposition of all assets and liabilities. Any liability or debt incurred by Charter School shall be the responsibility of Charter School and not the SBCOE. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused special education related funds will be returned to the SBCOE or SELPA, as appropriate, and other categorical funds will be returned to the source of funds.

- I. For six calendar months from the latter of the Closure Action or the effective date of the closure, sufficient staff as deemed appropriate by the Charter School Board will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the Charter School and student transfers.
- J. In addition to the final audit, Charter School shall also submit any required year-end financial reports to the California Department of Education and the SBCOE in the form and timeframe required.
- K. If Polytechnic Academy does not operate any charter school other than the San Benito County Polytechnic Academy, the corporation will be dissolved according to its Bylaws.
- L. Notwithstanding any rule, regulation, Charter provision, corporate Bylaw, or document to the contrary, on closure of the Charter School, all assets of the Charter School – including but not limited to all leaseholds, personal property, intellectual property, developed or acquired using state or federal funds, and all ADA apportionments and other revenues generated by students attending the Charter School – which have been determined to have been generated exclusively through state and federal apportionment funds for Charter School students, after payment of all debts and liabilities and refunds to applicable agencies, shall be distributed to a California public school or school district within San Benito County, which identity shall be determined by mutual agreement between Polytechnic Academy and SBCOE. Any assets acquired from the SBCOE or SBCOE property will be promptly returned to the SBCOE upon the Charter School's closure. The distribution shall include the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. All remaining assets of Charter School will be liquidated, and all creditors will be paid first.

Upon the winding up and dissolution of the corporation, after paying or adequately providing for the debts and obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), any capital assets, including facilities or property, purchased in whole or part with public funds will be distributed to the SBCOE or another California public school, school district, or

county office of education, subject to applicable legal requirements. Any remaining assets of the corporation shall be distributed to either (i) such organization organized and operated exclusively for educational purposes which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or the corresponding provision of any future United States Internal Revenue Law), or (ii) a state or political subdivision of a state of the United States to be used exclusively for public purposes.

This Closure Protocol, including the closure procedures set forth in the Charter, shall survive the revocation, expiration, termination, or cancellation of this MOU or the Charter or any other act or event that would end the Charter School's right to operate as a charter school pursuant to the Charter or cause the Charter School to cease operation. The Charter School and the SBCOE agree that, due to the nature of the property and activities that are the subject of this MOU, the SBCOE and public shall suffer irreparable harm should the Charter School breach any obligation under its Closure Protocol. The SBCOE, therefore, shall have the right to seek equitable relief to enforce any right arising under the Closure Protocol or any provision of the Closure Protocol or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the SBCOE. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

The Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

## 20. Insurance.

No coverage shall be provided to San Benito County Polytechnic Academy and Polytechnic Academy, by the SBCBOE/SBCOE, including self-insured programs or commercial insurance policies. In the event the Charter School adds locations (which may only be done through an approved material revision to its Charter), each Charter School location shall meet the below insurance requirements individually. It shall continue to be San Benito County Polytechnic Academy/Polytechnic Academy's responsibility, not the SBCBOE/SBCOE's, to monitor its vendors, contractors, partners, or sponsors for compliance with the insurance requirements.

San Benito County Polytechnic Academy/Polytechnic Academy shall purchase and maintain in full force and effect at all times during the Term of this MOU and/or its Charter insurance in amounts and types and subject to the terms as specified below. San Benito County Polytechnic Academy/Polytechnic Academy's obligations to acquire and maintain insurance as provided in this section of the MOU shall survive the revocation, expiration, termination, or cancellation of this MOU or the Charter or any other act or event that would end [name of charter school]'s right or authority to operate as a charter school pursuant to its Charter or cause San Benito County Polytechnic Academy and Polytechnic Academy to cease operations until San Benito County Polytechnic Academy/Polytechnic Academy has fully complied with the closure protocol set forth in its Charter and/or this MOU and any additional closure procedures required by law, regulation, or required by the California Department of Education.

Without limiting this MOU or the Charter and/or the defense, indemnity, and hold-harmless obligations of San Benito County Polytechnic Academy and Polytechnic Academy, throughout the life of the Charter, San Benito County Polytechnic Academy/Polytechnic Academy shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in

the State of California and rated not less than “ A or A-VII” by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: “bodily injury,” “property damage,” “advertising injury,” and “personal injury,” including, but not limited to, coverage for products and completed operations, with combined single limits of not less than \$25,000,000 per occurrence and no annual aggregate. This coverage will be on an occurrence basis. Additionally, Excess Liability coverage shall be procured in the amount of \$15,000,000 per occurrence.

- A. General Liability Insurance Endorsement Negligence Related to **Sexual Abuse or Molestation** providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse with liability coverage of \$25,000,000 per occurrence. Such insurance must include coverage for mental, physical, emotional, and sexual abuse perpetrated by a student, students in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.

EMPLOYEE BENEFITS LIABILITY insurance and/or coverage which shall include coverage for errors and omissions in the administration of an employee benefit program. Such coverage shall be in an amount not less than \$ 1,000,000 per occurrence and \$1,000,000 in the aggregate.

PROPERTY insurance and/or coverage, which shall include: (a) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (b) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of San Benito County Polytechnic Academy/Polytechnic Academy. If any SBCOE property is leased, rented, or borrowed, it shall also be insured by San Benito County Polytechnic Academy/Polytechnic Academy in the same manner as (a) and (b) above.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$5,000,000 per person and per occurrence.

WORKER’S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

ERRORS AND OMISSIONS insurance and/or coverage providing coverage for educators’ legal liability and error and omissions in an amount not less than \$1,000,000 per “claim” with an aggregate policy limit of \$15,000,000.

FIDELITY BOND coverage shall be maintained by San Benito County Polytechnic Academy/Polytechnic Academy to cover all San Benito County Polytechnic Academy/Polytechnic Academy employees who handle, process, or otherwise have

responsibility for San Benito County Polytechnic Academy/Polytechnic Academy funds, supplies, equipment, or other assets. The minimum amount of coverage shall be \$1,000,000 per occurrence.

All of the insurance and/or coverage required by the foregoing provisions of this MOU shall: (a) be endorsed to name the SBCOE, the SBCBOE, the County Superintendent, SBCBOE members, officers, SBCBOE or Superintendent appointed groups, committees, boards, and any other SBCBOE or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the "SBCOE and the SBCOE Personnel") as additional insureds; (b) shall be primary insurance; (c) shall be on an "occurrence" basis rather than a "claims made" basis, excepting only educators' legal liability and errors and omissions insurance and/or coverage and sexual abuse or molestation insurance and/or coverage, which may be on a "claims made" basis; and (d) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this MOU shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to the SBCOE by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the SBCOE by the insurer, San Benito County Polytechnic Academy/Polytechnic Academy shall also provide the SBCOE with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the foregoing provisions of this MOU. If at any time any policy of insurance or memorandum of coverage required by the foregoing provisions of this MOU is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, San Benito County Polytechnic Academy/Polytechnic Academy shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the SBCOE's option.

The acceptance by the SBCOE of the insurance and/or coverage required by the foregoing provisions of this MOU shall in no way limit the liability or responsibility of San Benito County Polytechnic Academy/Polytechnic Academy or of any insurer or joint powers authority to the SBCOE.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this MOU shall be endorsed to state that all rights of subrogation against the SBCOE and/or the SBCOE Personnel are waived.

#### VERIFICATION OF COVERAGE

San Benito County Polytechnic Academy/Polytechnic Academy shall provide to the SBCOE duplicate originals of each policy of insurance and/or each memorandum of coverage required

by the foregoing provisions of this MOU, including all declarations, forms, and endorsements, which shall be received and approved by the SBCOE risk manager within thirty (30) days of the approval of this MOU and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the SBCOE for such documents. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of duplicate originals and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of San Benito County Polytechnic Academy/Polytechnic Academy to defend, indemnify, and hold harmless the SBCOE and the SBCOE Personnel.

#### DEDUCTIBLES AND LIMITS OF LIABILITY

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the foregoing provisions of this MOU shall not reduce or limit the obligation(s) of San Benito County Polytechnic Academy/Polytechnic Academy to defend, indemnify, and hold harmless the SBCOE and the SBCOE Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this MOU shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the foregoing provisions of this MOU must be declared to and approved by the SBCOE.

The Parties anticipate that the required levels and types of insurance coverage required to meet SBCOE's risk management standards may change over time. Charter School agrees to maintain such insurance as may be required by SBCOE, the terms of which may be updated annually by SBCOE, or more frequently with Charter School's agreement, and the Parties shall enter into an amendment or addendum to this MOU to revise the terms of the required coverage should SBCOE determine such an amendment or addendum is preferred. Charter School is encouraged to consult with the SBCOE on this issue prior to submitting any request for renewal of the Charter.

San Benito County Polytechnic Academy/Polytechnic Academy shall promptly respond to all inquiries from the SBCOE regarding any claims against San Benito County Polytechnic Academy/Polytechnic Academy and/or any obligation of San Benito County Polytechnic Academy/Polytechnic Academy under the foregoing provisions of this MOU.

#### **21. Notice of Legal Action**

Charter School shall notify the SBCOE's risk manager of any litigation or legal action taken by any party against the Charter School or any Charter School employee in the employee's official capacity, including but not limited to any special education complaint or due process hearing or any complaint filed with the Public Employees Relations Board, or other administrative proceedings, within 20 days of Charter School's receiving said notice. Charter School shall promptly respond to all reasonable inquiries from the SBCOE regarding any claims against the Charter School and/or any obligation of the Charter School under the



foregoing provisions of this MOU. The Parties recognize that some records relating to claims and litigation may be privileged and thus not disclosable to the SBCOE, though the confidentiality of particular records does not limit the Charter School's obligation to report to the SBCOE the existence of the litigation or legal action.

## **22. Indemnification**

To the fullest extent permitted by law, San Benito County Polytechnic Academy/Polytechnic Academy agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to SBCOE and hold harmless the SBCOE, the SBCBOE, the County Superintendent and each of their members, officers, SBCBOE appointed groups, committees, boards, and any other SBCBOE or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns ("Indemnities") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of San Benito County Polytechnic Academy/Polytechnic Academy, and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other San Benito County Polytechnic Academy/Polytechnic Academy appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of San Benito County Polytechnic Academy/Polytechnic Academy in any way related to the performance of and/or to the failure to perform in whole or in part any obligation under this MOU and/or in any way related to the operation or operations of San Benito County Polytechnic Academy/Polytechnic Academy or of any other facility, program, or activity, including but not limited to San Benito County Polytechnic Academy/Polytechnic Academy's compliance with all requirements of state and federal law relative to the provision of services to students with special needs and free appropriate public education. This indemnity and hold harmless provision shall exclude actions brought by third persons against the SBCBOE/SBCOE arising out of acts of misconduct by the SBCBOE/SBCOE or its employees.

The obligations of San Benito County Polytechnic Academy/Polytechnic Academy to defend the SBCBOE/SBCOE and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demands, actions, cause of action, or suit within the scope of this paragraph. However, nothing in this paragraph shall be constructed to obligate San Benito County Polytechnic Academy/Polytechnic Academy to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence or from an Indemnitee's willful misconduct where such sole negligence or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the sole negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of San Benito County Polytechnic Academy/Polytechnic Academy shall be for that portion of the loss(es) not due to the sole negligence or the willful misconduct of such Indemnitees.

San Benito County Polytechnic Academy/Polytechnic Academy further specifies that its indemnification, defense, and hold harmless obligations pursuant to this MOU extend to indemnify, defend, and hold the Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget.

San Benito County Polytechnic Academy/Polytechnic Academy's obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this section of this MOU, shall survive the revocation, expiration,

termination, or cancellation of this MOU or San Benito County Polytechnic Academy/Polytechnic Academy's Charter or any other act or event that would end the Charter School's right to operate as a charter school pursuant to its Charter or cause San Benito County Polytechnic Academy/Polytechnic Academy to cease operations.

Pursuant to Education Code Section 47604, an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law.

San Benito County Polytechnic Academy/Polytechnic Academy shall at all times be operated by or as a nonprofit public benefit corporation and shall provide to the SBCOE proof of its federal and state tax exempt status and shall maintain its tax-exempt status throughout the term of the Charter and the Term of this MOU in accordance with the requirements of Section VII.B.8.h hereof. Nothing in this paragraph shall serve to reduce or excuse San Benito County Polytechnic Academy/Polytechnic Academy's obligations to obtain and maintain the insurance required by this MOU and/or its obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this MOU.

### **23. School Name**

The Charter School shall be known as San Benito County Polytechnic Academy. The Charter School may not change its name, nor operate under any other name, without the prior express written approval of the SBCOE.

### **24. Budget and Finance**

The Charter School is required to comply with California Education Code Section 47604.33. This includes preparing and submitting annually all required reports on or before the mutually agreed upon respective due date, along with any appropriate supporting documentation (i.e., Assumptions, FCMAT LCFF Calculator, and any other information SBCOE as the chartering authority might request for review purposes). The adopted budget, interim reports, and unaudited actuals reports shall be certified and submitted using the SACS or Alternative Form format and must be approved by the Charter School's governing board at a board meeting.

In addition to the statutorily required reports listed above, SBCOE as the chartering authority requires additional information to be submitted by Charter School as part of its ongoing fiscal monitoring.

- Monthly by the 20th day of each month – Complete bank statements with details of checks and deposits (can be a printout of the ledger) if funds are not held by the San Benito County Treasurer.
- Monthly by the 20<sup>th</sup> day of each month – Reconciliation report of the monthly bank statements.
- Monthly by the 20<sup>th</sup> day of each month – Financial system generated balance sheet.
- At Budget and Interim Reporting Periods – Cash-flow projections updated to current year end.

As the Charter School's authorizing and oversight agency, SBCOE is entitled to and may request any additional documentation from the Charter School that SBCOE deems necessary for or helpful

to conduct a thorough review and analysis of the financial reports (e.g., a general ledger detail, trial balance, evidence of enrollment, copies of contracts, etc.). Nothing in this MOU shall serve as a limitation on SBCOE's authority to require additional information or documentation from the Charter School, including, but not limited to, SBCOE's authority pursuant to Education Code Section 47604.3.

**a. Year-End Closure Policies and Procedures**

By May 15, 2024, the Charter School shall submit to SBCOE year-end closing policies. The Charter School's year-end closing policies and procedures shall include all of the following:

- Designation by title/job duties of all personnel involved in the process.
- A year-end closing checklist to be followed for closing out financial records by August 30 following the end of each fiscal year, which checklist shall follow Generally Accepted Accounting Principles for booking all necessary accruals and/or estimates of accruals.
- Specification that the Charter School's accounting records shall be closed out and no further adjustments made to those records no later than two months after the end of the fiscal year, unless required by the independent auditor.
- Specification that no adjustments to the financial records may be made by the Charter School following submission of the Unaudited Actuals to SBCOE for review and submission to the CDE, and at the time of submission to SBCOE all necessary adjustments for the fiscal year must be reflected in the Charter School's financial records. From the time of that submission to SBCOE to the submission of the Charter School's audit report to external parties, the only adjustments to the financial records that are permitted are those proposed by the external audit engagement team after completion of the audit team's fieldwork.

**b. Banking Arrangements.**

The Charter School will reconcile the ledger(s) with its bank accounts or accounts in the County Treasury on a monthly basis and prepare a balance sheet. A cash flow statement will be submitted using the same time frame as the SBCOE. The Charter School will deposit all funds received as soon as practical upon receipt.

**c. Property Inventory.**

The Charter School's Executive Director or designee shall establish and maintain an inventory of all Charter School non-consumable goods and equipment according to a policy established by the Charter School's Board that shall comport with all relevant statutory requirements.

**d. Payroll.**

The Charter School or its business services provider will prepare payroll checks, tax and retirement withholdings, tax statements and perform other payroll support functions. The President of the Charter School's governing board or designee will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Charter School's Executive Director or designee and the Charter School's business service manager will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel

policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal 1-9 form, tax withholding forms, retirement data and use of sick leave.

e. **Child Nutrition Program**

By the later of March 1, 2024, or within two weeks of the Charter School securing its facilities, the Charter School shall provide SBCOE with a detailed plan for its Child Nutrition program, including but not limited to where it will be housed, who will be providing meals in the first year (including with whom the Charter School is contracting to provide the meals or how the Charter School will staff and support the program within its facilities), and what program will be used to track meals. The Charter School's Child Nutrition plan shall be revised and updated to include sufficient funding, including specific sources, and a specific and detailed means by which the Charter School will provide meals in accordance with law. Should the Charter School's Child Nutrition plan change in future years (including the location of where it will be housed, with whom the Charter School is contracting or how it is using, funding, and housing the program internally), the Charter School shall provide notice of this information to SBCOE no less than one month prior to students returning to campus for the semester or year.

25. **Business and Operations Management**

The Charter School shall at all times operate as a distinct and separate LEA and shall maintain its own set of financial records, distinct from any other school(s) that may be operated by or related to the Charter School and/or the Polytechnic Academy corporation or any other related entity including, but not limited to, any existing charter schools or additional or new charter schools that may be approved after the effective date of this MOU. The Charter School shall maintain its own separate and distinct financial records and account code(s), (i.e., Site Codes) in accordance with the FCMAT Charter School Accounting and Best Practices Manual's most recent edition.

At all times, the Charter School shall submit financial reports for the Charter School as a distinct LEA and have audits performed on the financial statements of the Charter School. By May 15, 2024, Charter School shall develop and submit to the SBCOE, Financial Policies and Procedures governing its operations, which Financial Policies and Procedures shall be revised as necessary to the County Superintendent or designee's satisfaction. These Financial Policies and Procedures shall govern Charter School's operations unless and until Charter School submits proposed revisions that are approved by the County Superintendent or designee.

In areas where overlap in purchasing or resource allocation might occur between SBCPA and any other school(s) or entities that might be operated by or associated with the Polytechnic Academy corporation or any other related entity, the Charter School shall revise its Financial Policies and Procedures as necessary to describe how allocations will occur between distinct LEAs and entities and Charter School shall provide the Financial Policies and Procedures covering such issues involving related entities to the SBCOE and obtain the Superintendent or designee's approval of these Financial Policies and Procedures, prior to any such overlap or sharing. In no event shall the Charter School develop or revise such Financial Policies and Procedures or its practices in any manner that would be inconsistent with or in conflict with the terms of the Charter, this MOU and/or any other agreement among the Parties. The Financial Policies and Procedures shall specify whether there will be shared costs, resources, services, staff, etc., and the methodology that will be used to ensure a fair and appropriate distribution of services and costs. The Financial Policies and

Procedures shall include a means of ensuring that all funds generated by and attributable to the SBCPA will be maintained and expended for the educational benefit of the students at SBCPA.

Should the Polytechnic Academy corporate entity or any other related entity obtain approval of or otherwise open another charter school or any other entity in addition to the SBCPA school authorized pursuant to the Charter, prior to such other school/entity commencing operation and prior to the commencement of each fiscal year thereafter, Charter School shall provide to the SBCOE a calculation of all costs projected to be shared between SBCPA and any other Polytechnic Academy or related entity-operated school(s)/entity(ies) that deviate from the Financial Policies and Procedures described above, including the factual and fiscal basis on which the projected cost share has been calculated. Should there be a significant deviation from the projections during the fiscal year, Charter School shall immediately provide the SBCOE with an updated calculation, including the factual and fiscal basis for the revisions. Any shared costs shall be clearly accounted for in the Charter School's financial records and reviewed as part of the Charter School's annual fiscal audit.

The Charter School shall include the following language in all contracts for the provision of any back office, administrative or consulting services by an educational management organization ("EMO") or charter management organization ("CMO") to manage the Charter School, in excess of \$10,000, excepting contracts with SBCOE:

[Name of CMO/EMO/back-office services provider] shall, upon request of the San Benito County Office of Education ("SBCOE") and/or Fiscal Crisis & Management Assistance Team ("FCMAT"), respond to and provide copies of any and all documents related to the operations of the charter school in the possession and control of [Name of CMO/EMO/back-office services provider]. Additionally, [name of CMO/EMO/back-office services provider] shall promptly respond to any and all reasonable inquiries in the same manner as the charter school, as provided in Education Code Section 47604.32. If [name of CMO/EMO/back-office services provider] fails to provide the requested information to SBCOE and/or FCMAT, [name of CMO/EMO/back-office services provider] shall be in breach of this contract and the charter school will take affirmative steps to terminate the contract between the charter school and [name of CMO/EMO/back-office services provider].

Prior to entering into any contract or revisions to or renewal of any contract with an EMO or CMO to manage the Charter School or any similar management organization or entity, the Charter School shall provide SBCOE the following:

- a. A draft of the proposed contract, which shall include the above language regarding access to records;
- b. A recent corporate annual report and audited financial statements for the EMO/CMO/management organization;
- c. A description of the EMO/CMO/management organization's roles and responsibilities for the management of the Charter School and the internal controls that will guide the relationship;
- d. A list of other schools managed by the EMO/CMO/management organization;
- e. A list of and background information on the EMO/CMO/management organization's leaders and board of directors;

- f. Evidence that the EMO/CMO/management organization has a conflict of interest code in place and assurances that none of the principals of either that entity or the Charter School have a conflict of interests.

## 26. Website

At all times, the Charter School shall have the following information posted on its website, along with all other information required by law, and shall update the posted information as quickly as possible whenever it changes:

- a. Names, phone numbers, and email addresses for the Charter School's administrators and Board members.
- b. Staff roster listing current teachers, aides, coaches, and other student services personnel with current assignments and contact information (subject to individual staff member consent).
- c. A copy of the currently approved Charter and this MOU.
- d. Articles of Incorporation, Bylaws, IRS letter confirming tax-exempt status.
- e. Conflict of Interest Code.
- f. Annual calendar of Board meetings and meetings of any other legislative bodies (including location), along with information about accessing, attending, and providing public comment at such meetings.
- g. Agendas, minutes, and links to any meeting recordings.
- h. The parent/student handbook.
- i. Student discipline policies.
- j. Procedures for application, the public random drawing, admission, and enrollment. This shall include open access to the admission application and a list of information and documents required to complete enrollment upon admission.
- k. All complaint policies and procedures, with links to any complaint forms.
- l. The annual school calendar, identifying the number of instructional days and annual instructional minutes offered, and the daily bell schedule.
- m. Board policies, including non-confidential health and safety policies.
- n. Copies of all mandated notices to parents/guardians.
- o. The most recent audit report.
- p. Local Control Accountability Plan (LCAP).
- q. School Accountability Report Card (SARC).
- r. Documentation of current WASC accreditation.

- s. List (with short descriptions) of current A-G approved courses for UC/CSU eligibility.

**27. Material Revision and Renewal**

The Charter School may submit a request for renewal of its Charter prior to January 31 of the final year of its current term, unless otherwise agreed with the SBCOE, which timing the parties agree will provide adequate information regarding the Charter School's performance during the current term, while also providing adequate time for the consideration of and action on the renewal request. The parties acknowledge and agree that the availability of current statewide student performance measures will provide substantial information necessary to assess the Charter School's performance and success in meeting the requirements of the Charter Schools Act, including Education Code Sections 47607 and 47607.2, for approval of a charter renewal. The Charter School may submit a request for renewal only after the Charter School provides to SBCOE the un-embargoed statewide testing results for the penultimate year of its current term if such results have been provided to the Charter School by the State on or before September 1 of the final year of the current term. If such results have not been provided to the Charter School by the State by September 1 of the final year of the term, the Charter School may submit a request for renewal at any time after September 1 of the final year of its current term, which shall include the Charter School's embargoed statewide testing results, unless there are no test results for the pertinent school year, and the Charter School shall provide the un-embargoed results upon their receipt from the State. In no event shall the Charter School submit its request for renewal of its Charter at any time prior to the fiscal year in which the Charter's current term expires.

The Charter School understands and agrees that not until all material revision/renewal documentation – specifically including formal documentation of compliance with the applicable academic performance requirements in the case of renewal, and the documents specified in the MOU and below – has been submitted to the SBCOE, shall the Charter School submit a signed certification that the Charter School deems the petition to be complete for purposes of receipt of the Charter material revision/renewal petition pursuant to Education Code Section 47605. The Charter School further agrees to attempt to work with SBCOE to coordinate the timing of receipt of any material revision or renewal petition to coincide with established SBCOE meeting dates in order to provide SBCOE the full time provided for in the Charter Schools Act for consideration of and action on the revision/renewal request without the need for special meetings. In addition to the materials specified in the MOU, the Charter School submissions requesting renewal or material revision shall also include:

- A. The petition shall be updated to include a reasonably comprehensive description of how the Charter School is complying/will comply with any new legal requirements since the Charter was most recently granted or renewed and as necessary to reflect the Charter School's current program.
- B. An executive summary of the changes requested or made from the currently approved Charter.
- C. Renewal petitions must contain the California Dashboard data and state-wide testing data, including data from the penultimate year of the Charter School's current term, as pertinent to renewal pursuant to Education Code Sections 47607(c)(2), 47607(c)(7), or 47607.2 or the alternative verifiable data provided for in Education Code 47607(c)(6) for that period and any and all other data, plans, or information necessary to support renewal pursuant to Education Code Sections 47607(c)(2), 47607(c)(7), or 47607.2.

- D. At least 10 hard copies (in notebooks or otherwise bound) of the entire renewal/materially revised Charter, with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page, and including a table of contents that includes references to all appendices/exhibits/attachments, unless otherwise agreed with SBCOE.
- E. A redline comparing the renewal/materially revised Charter to the current Charter (to be included in the notebooks/bound copies).
- F. An electronic (Word) version of both the clean and redline versions of the renewal/materially revised Charter along with all updated appendices, exhibits, or attachments.
- G. An electronic (Excel) version of the Budget with all supporting calculations (i.e., LCFF calculator, etc.).
- H. An electronic (Word) version of the currently approved and operating version of the Charter.

The renewal process shall be governed by the provisions of Education Code Sections 47605.6, 47607, and/or 47607.2 or the provisions of law and/or regulations that may supersede, modify, amend, or succeed those provisions.

The Charter School is encouraged to consult with the SBCOE regarding submittal of a draft of the renewal request prior to the formal submittal of any renewal request in order to provide additional time for SBCOE review and comment, and for the Parties potentially to work cooperatively on any outstanding issues relative to the Charter School's operations or the Charter renewal document. Any review of or comment on the proposed renewal Charter prior to the formal submittal will be at the SBCOE's sole discretion.

The County Superintendent or designee and the Charter School Executive Director or designee may waive or extend the timelines in this MOU, the Charter, law, or applicable regulation including, but not limited to, timelines for consideration or action on material revision and/or renewal of the Charter.

The Charter School shall at all times maintain clean Word copies of each version of the Charter and this MOU that is approved by SBCBOE. If a material revision or renewal request or a request to amend the MOU is submitted to SBCBOE, the Charter School shall maintain both the prior approved version(s) of the Charter/MOU and the revised version in electronic Word format and make any and all such versions available to SBCOE upon request.

## **28. Debts and Obligations**

The Charter School shall be solely responsible for all costs and expenses related to the Charter, the Charter School, and its operation, including, but not limited to, costs of insurance, reserves, staff, and operations.

The Charter School shall have no authority to enter contracts for or on behalf of the SBCOE. Any contracts, purchase orders, or other documents to which SBCOE is not a party and/or which are not approved or ratified by the SBCBOE or County Superintendent as required by law, shall be unenforceable against the SBCOE and shall be the Charter School's sole responsibility. Prior to entering into a contract with any vendor or other entity or individual, the Charter School shall notify the contracting party in writing that the Charter School's



obligations under the agreement or contract are not the responsibility of or enforceable against SBCOE.

**29. Use of Funds**

No funds from this Charter may be transferred or used to start or operate another charter school without the prior approval of the SBCOE.

**30. Independent Entity**

The Charter School and its officers, board members, employees, and volunteers, shall operate and provide the school services pursuant to this MOU and the Charter as a wholly independent entity. The Charter School and the SBCOE shall not in any way or for any purpose become or be deemed to be agents, partners, joint venturers, or a joint enterprise. The SBCOE shall not be liable for Charter School's actions or liabilities.

**31. Compliance with Laws Applicable to Public Agencies.**

Notwithstanding any conflict in the corporate Articles of Incorporation or Bylaws, all business of the Charter School and its Board of Directors shall comply with all laws controlling non-profit corporations and charter schools. In addition, the Charter School agrees to comply at all times with applicable laws that generally apply to public agencies and to comply with federal or state laws (which may be amended from time to time), as they apply to charter schools, including but not limited to the following:

- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, § 11164 *et seq.*);
- The Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et seq.*);
- The Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act ("FEHA") Cal. Gov. Code, § 12900 *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*);
- The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, § 4600 *et seq.*);
- The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g *et seq.*);
- The Elementary and Secondary Education Act ("ESEA") as reauthorized and amended by the Every Student Succeeds Act ("ESSA"); and
- Title IX of the Education Amendments of 1972.

## **VIII. CONSTRUCTION AND SEVERABILITY**

### **A. Deadlines**

Should the Charter School's opening to students be delayed to a future year, rather than opening for 2024-25, the Charter School shall comply with each of the above-listed requirements by the specified date or time period in the year preceding opening.

### **B. Amendments**

This MOU may be amended or modified, in whole or in part, only by a negotiated, signed, written agreement, executed by duly authorized representatives of SBCOE and the Charter School.

### **C. Interpretation; Severability**

This MOU shall be interpreted and applied in concert with the Charter. This Agreement shall be governed by, and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Benito County, California. The terms of this MOU shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this MOU or any other rule of construction that might otherwise apply. The section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this MOU. If any provision or any part of this MOU is, for any reason, held to be invalid or unenforceable or contrary to law, statute and/or ordinance, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this MOU remain legal and enforceable, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

### **D. Waiver**

The waiver by any Party of any breach of any term, covenant, or condition herein contained or extension of any deadline or timeline hereunder shall not be deemed to be a waiver or extension of such term, covenant, condition, timeline, deadline, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

### **E. Counterparts, Scanned/Electronic Signatures**

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. This MOU may be executed and transmitted to any other Party by PDF or DocuSign or similar technology, which version of the Agreement shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

### **F. Notifications**

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served, and received if delivered in electronic form to the respective Parties at the e-mail addresses set forth below and shall be delivered in physical form to the respective Parties at the addresses set forth below. Any notice or other document shall be deemed to have been duly given on the date of personal service on the Parties, the business day next following delivery thereof to an overnight delivery service, or on the third business day after mailing if the document is mailed by registered

or certified mail, addressed to the Parties at the addresses listed below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee. The address to which correspondence or notices may be given to any Party may be changed by written notice given in accordance with this section.

**To SBCOE at:**

County Superintendent of Schools  
San Benito County Office of Education  
460 Fifth St.  
Hollister, CA 95023  
Email: klomanto@sbcoe.k12.ca.us

**To Charter School at:**

Executive Director  
San Benito County Polytechnic Academy  
PO Box 300  
Hollister, CA 95023  
Email: jorge@poly-academy.org

IN WITNESS WHEREOF, the Parties the parties have entered into this MOU as of the Effective Date.

**San Benito County Office of Education**

By: Krystal Lomanto  
Name: Krystal Lomanto  
Title: County Superintendent of Schools

Date: 1/8/2024

**San Benito County Polytechnic Academy & Polytechnic Academy**

DocuSigned by:  
By: Ariel Hurtado  
Name: Ariel Hurtado  
Title: Chair

1/8/2024  
Date: \_\_\_\_\_

**EXHIBIT 1**

**Reserved for Separate Job Descriptions for Principal and Learning Director,  
including duties and qualifications for each position**



## **SAN BENITO COUNTY POLYTECHNIC ACADEMY**

### **Job Description: Principal**

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The San Benito County Polytechnic Academy (Poly-Academy.org) offers an innovative, unique, blended approach to educating adolescents and young adults in preparation for diploma attainment and successful post-secondary lives by providing dual enrollment and real job-related experiences.

#### **MISSION**

The mission of the San Benito County Polytechnic Academy is to cultivate a collaborative learning community that successfully prepares young people to earn their high school diploma and achieve academic excellence while simultaneously enrolling in post-secondary coursework and earning workforce certifications. Students gain personal leadership skills, develop critical thinking, navigate career exploration, and master technical skills as they move toward successful careers, post-secondary education, and productive life.

#### **POSITION SUMMARY**

Running outstanding schools requires leaders who can inspire students, put excellence ahead of typical, and project urgency about providing underrepresented populations with college access. Leaders make decisions, use data to guide practice, and nurture communities that are simultaneously academically rigorous and inspiring. Self-reflective and humble, great leaders are open to feedback and committed to continuously improving and to leading their schools to greater outcomes.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

##### **Leadership**

- Work as part of the greater SBCPA team and community.
- Demonstrate a relentless commitment to improve conditions for a successful future for all students.
- Develop and communicate strategic school systems, vision, and execute a plan to achieve that vision.
- Implement effective assessment systems and use data to inform decisions for short and long-term goals.
- Coordinates teacher and student schedules to goals that promote maximum learning opportunities for each student.

- Manages the curriculum development, assessment practice, and ensures consistency among all members of the school team.
- Participates in and/or leads curriculum development activities commensurate with school and district goals within the school program and alignment with state and other rigorous standards.

### **Coaching, Observations and Feedback**

- Conduct regular teacher observations and supply real-time feedback to move the needle on student achievement.
- Oversee faculty and administrative staff, and hold primary responsibility for professional development, and program decisions.
- Lead faculty to ensure that all staff are providing well-managed and rigorous daily lessons, effective assignments/homework, and effective tutoring/support.
- Foster commitment among staff to the development and fulfillment of the school's mission and goals.
- Hold a high bar for every student's performance including requirements for English learners, special education accommodations, and IEP modifications in partnership with the rest of the SBCPA team.
- Lead ALL teaching professionals and empower the administration/instructional team through delegation to lead teacher assistants, program staff, paraprofessionals, and front office teams.

### **Leads through a Data-Informed Culture**

- The Principal knows their key data.
- Consistency in emphasizing student success as the primary outcome.
- Creates and supports a culture where the team systematically assesses and monitors student progress using objective and verifiable information.
- Works with staff to systematically identify and respond to students.
- Maintains policies and practices for grading, reporting, and promoting.
- Assures that the entire team understands the importance of maintenance of data record keeping, being organized and coordinated for an immediate request.

### **Cultivate School Culture**

- Excellent communicator and driver of the SBCPA mission and vision.
- Provide exemplary leadership to all staff, and students to achieve outstanding performance in preparing each student to their pathways after college.
- Build a vibrant, eager, engaging, and rigorous school culture with students and staff.
- Fosters consistency in academic and behavioral expectations.
- Collaborate with school staff to support students' academic and socio-emotional development.
- Ensure that traditions and rituals that support the school's Pathways mission are built and maintained.
- Support staff to ensure the smooth administration and effectiveness of after-school/enrichment programs.
- Keep high visibility around the school to lead through examples.
- Communicate regularly with families, ensuring they are kept involved with their children.

- Respond to family concerns promptly and effectively.

## QUALIFICATIONS

### *Required*

- A Bachelor's degree.
- At least 3 years of teaching experience in high school.
- At least 1 year of experience as an instructional leader, (I.e. Assistant Principal, Dean, etc).
- Excellent communication, presentation, and interpersonal skills with demonstrated ability to write clearly.
- Strong understanding of school-based data.

### *Desired*

- Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to successfully manage multiple projects concurrently; ability to work as a team.
- California Administrative credential and/or MA degree
- Charter school leadership experience.

### **Physical Requirements:**

- Prolonged periods of mobility through a large campus, and at times prolonged periods of sitting at a desk and working on a computer.
- Required to use motor coordination with finger dexterity (such as keyboarding, machine operation, etc.) most of the workday.

*SBCPA is strongly committed to hiring a diverse and multicultural staff, and we encourage applications from traditionally under--represented backgrounds. SBCPA does not discriminate on the basis of race, color, gender, handicap, age, religion, sexual orientation, national origin, ethnic origin, or any other reason prohibited by state or federal law.*

*Candidates are encouraged to send their resume and a cover letter.*

*Start date: Flexible, not later than July 1, 2024*



**SAN BENITO COUNTY  
POLYTECHNIC ACADEMY**

**AGENDA**

**REGULAR MEETING**

**BOARD OF DIRECTORS  
POLYTECHNIC ACADEMY**

(A California Non-Profit Public Benefit Corporation)

**Date and Time**

Tuesday, November 14, 2023 at 5:00 PM PDT

**Location**

930 Sunnyslope Road, Suite A4, Hollister, CA 95023

**Zoom:**

<https://us06web.zoom.us/j/87559735266?pwd=OiNzgmTSwubk5PkkDnZyAzYVAiLHO.1>

**Meeting ID:** 875 5973 5266

**Passcode:** 085032

**Disability Access**

Requests for disability-related modifications or accommodations to participate in this public meeting shall be made 24 hours prior to the meeting to Dr. Ariel Hurtado at email ahurtado@poly-academy.org with such requests. All efforts will be made for reasonable accommodations.

**I. PRELIMINARY**

1. **Call to Order.**

2. **Roll Call.**

Dr. Ariel Hurtado  
Armando Barragan  
Jessica Filice

Present	Absent
_____	_____
_____	_____
_____	_____

3. **Approval of Agenda.**

4. **Introduction of Board of Directors of Polytechnic Academy.**

5. **Notice of Director Participating in Meeting Remotely pursuant to Government Code Section 54953(f)(2)(A)(i).**



## **II. OPEN SESSION**

1. **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.
2. **Consideration and approval of Election of Officers.**
3. **Consideration and approval of Resignation of Sole Incorporator.**
4. **Consideration and approval of Articles of Incorporation and Confirmation of Agent for Service of Process.**
5. **Consideration and approval of Bylaws.**
6. **Consideration and Approval of the Conflict of Interest Code.**
7. **Consideration and Approval of Accounting Year.**
8. **Consideration and Approval of Principal Office Location.**
9. **Consideration and Approval of Payment of the Expenses of Incorporation.**
10. **Consideration and Approval of Filing of Applications for Tax Exemption.**
11. **Consideration and Approval of Authorization to Enter into Contracts.**
12. **Consideration and Approval of Authorization to Retain Counsel.**
13. **Consideration and Approval of Accounting Method.**
14. **Consideration and Approval of Establishment of Bank Account.**
15. **Consideration and Approval of the Hiring of Employees.**

## **III. ADJOURNMENT**

The meeting was adjourned at \_\_\_\_\_.

4884-5046-2090, v. 2

**Exhibit A - Resignation of Sole Incorporator**

**ACTION BY WRITTEN CONSENT OF SOLE INCORPORATOR OF  
POLYTECHNIC ACADEMY**

The undersigned, being the sole incorporator (“Incorporator”) of Polytechnic Academy, a California nonprofit public benefit corporation (the “Corporation”), hereby adopts the following resolutions on behalf of the Corporation:

**WHEREAS**, pursuant to California Corporations Code section 5134, the Incorporator is authorized to appoint the initial directors of the Corporation;

**IT IS RESOLVED THAT** effective as of the date of incorporation, June 6, 2023, the following persons be, and hereby are, appointed as the initial directors of the Corporation to serve an initial term of service as specified by action of the Board and until a successor is duly appointed and qualified:


**Dr. Ariel Hurtado  
Armando Barragan  
Jessica Filice**

**RESOLVED FURTHER**, the undersigned resigns as Incorporator of the Corporation, effective as of the date of the execution of this Consent.

**RESOLVED FURTHER**, that this Corporation shall indemnify and defend the Incorporator from and against any and all loss, cost, damage, expense (including, without limitation, attorneys’ fees and expenses) or liability caused by, resulting from or arising out of any action taken or authorized by the Incorporator of this Corporation in respect of the organization of this Corporation in what was deemed to be in or not opposed to the best interests of this Corporation.

This Consent shall be filed with the minutes of the proceedings of the Board of Directors in the official records of the Corporation.

**IN WITNESS WHEREOF**, the undersigned has executed this Consent as of the 3rd day of November 2023.

  
\_\_\_\_\_  
Kimberly Rodriguez, Sole Incorporator

## **Exhibit B - Articles of Incorporation**



# California Secretary of State

Business Programs Division

1500 11th Street, Sacramento, CA 95814

**Request Type:** Certified Copies

**Entity Name:** POLYTECHNIC ACADEMY

**Formed In:** CALIFORNIA

**Entity No.:** 5766547

**Entity Type:** Nonprofit Corporation - CA - Public  
Benefit

**Issuance Date:** 06/12/2023

**Copies Requested:** 1

**Receipt No.:** 004418668

**Certificate No.:** 118529730

## Document Listing

Reference #	Date Filed	Filing Description	Number of Pages
B1731-5930	06/06/2023	Initial Filing	2

\*\* \*\*\*\* \* \*\*\*\*\* \*\*\*\*\* End of list \*\*\*\*\* \*\*\*\*\* \*\*\*\* \*\*

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, do hereby certify on the Issuance Date, the attached document(s) referenced above are true and correct copies and were filed in this office on the date(s) indicated above.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California on June 12, 2023.

SHIRLEY N. WEBER, PH.D.  
Secretary of State

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov).



**ARTICLES OF INCORPORATION  
OF  
POLYTECHNIC ACADEMY**

For Office Use Only

**-FILED-**

File No.: 5766547

Date Filed: 6/6/2023

**I.**

The name of the Corporation shall be Polytechnic Academy.

**II.**

The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes. The specific purposes for which this Corporation is organized are manage, operate, guide, direct and promote one or more California public charter schools.

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

**III.**

The name and address in the State of California of this Corporation's initial agent for service of process is:

Armando Barragan  
551 Leisure Ct.  
Hollister, CA 95023

**IV.**

All corporate property is irrevocably dedicated to the purposes set forth in the second article above. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any of its directors, members, trustees, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes set forth in Article II.

No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not

participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Subject to the provisions of the nonprofit public benefit provisions of the Nonprofit Corporation Law of the State of California, and any limitations in the articles or bylaws relating to action to be approved by the members or by a majority of all members, if any, the activities and affairs of this Corporation shall be conducted and all the powers shall be exercised by or under the direction of the board of directors.

The number of directors shall be as provided for in the bylaws. The bylaws shall prescribe the qualifications, mode of election, and term of office of directors.

V.

The authorized number and qualifications of members of the corporation, if any, the different classes of membership, the property, voting and other rights and privileges of members, and their liability for dues and assessments and the method of collection thereof, shall be set forth in the bylaws.

VI.

Upon the dissolution or winding up of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation, shall be distributed to a nonprofit fund, foundation, corporation or association which is organized and operated exclusively for educational or charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

VII.


The initial street address of the Corporation is:

551 Leisure Ct.  
Hollister, CA 95023

The initial mailing address of the Corporation is:

P.O. Box 300  
Hollister, CA 95024-0300

Dated: 6/6/23

  
Kimberly Rodriguez, Incorporator

## **Exhibit C - Board Bylaws**



**BYLAWS  
OF  
POLYTECHNIC ACADEMY**  
(A California Nonprofit Public Benefit Corporation)

**ARTICLE I  
NAME**

Section 1. NAME. The name of this Corporation is Polytechnic Academy.

**ARTICLE II  
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of the Corporation is located in San Benito County, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

**ARTICLE III  
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of the Corporation is to manage, operate, guide, direct and promote one or more California public charter schools. Also, in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**ARTICLE IV  
CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit

Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

## **ARTICLE V DEDICATION OF ASSETS**

Section 1. **DEDICATION OF ASSETS.** The Corporation’s assets are irrevocably dedicated to public benefit purposes as set forth in the charter governing the charter schools operated as or by the Corporation. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, corporation or association which is organized and operated exclusively for educational or charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

## **ARTICLE VI CORPORATION WITHOUT MEMBERS**

Section 1. **CORPORATION WITHOUT MEMBERS.** The Corporation shall have no members within the meaning of the Nonprofit Corporation Law.

## **ARTICLE VII BOARD OF DIRECTORS**

Section 1. **GENERAL POWERS.** Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the Corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (“Board”).

Section 2. **SPECIFIC POWERS.** Without prejudice to the general powers set forth in Section 1 of this article, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
  
- b. Change the principal office or the principal business office in California from one

location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California.

- c. Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal.

Section 3. APPOINTED DIRECTORS. The number of directors shall be no less than three (3) and no more than seven (7), unless changed by amendments to these bylaws. If the chartering authority designates a representative to serve on the Board of Directors, the Board of Directors may appoint an additional director to ensure an odd number of Board members. All directors, except for the representative designated by the chartering authority, shall be appointed by the existing Board of Directors. In addition to the number of directors otherwise prescribed by these Bylaws, pursuant to Education Code section 47604.2, the Board composition shall also include a seat reserved for a pupil member.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No persons serving on the Board of Directors may be interested persons. An interested person is (a) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS' TERMS. Terms for the initial Board of Directors shall be staggered as determined by the Board. After expiration of the initial terms, each director shall hold office unless otherwise removed from office in accordance with these bylaws for four (4) years and until a successor director has been designated and qualified. Directors may serve up to four (4) consecutive terms. The term of the pupil member shall be one (1) year commencing on July 1 each year.

Section 6. BOARD MEMBER APPOINTMENT PROCESS. The Chair or, if none, the President will appoint a committee to designate qualified candidates for election to the Board of Directors at least thirty (30) days before the date of any election of directors. The nominating committee shall make its report at least seven (7) days before the date of such designation or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

Pupils enrolled in a charter school managed by the Corporation in ninth through twelfth grades are eligible for election to the Board of Directors as the pupil member. The pupil member shall be elected by a vote of the students enrolled in a charter school operated by the Corporation in ninth through twelfth grades. If it is determined that the pupil member is not fulfilling their duties, the Board of Directors may appoint an alternate pupil member and if appointed, the Board shall

suspend the prior pupil member's rights and privileges related to service on the Board of Directors.

Section 7. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (c) the increase of the authorized number of directors.

Section 8. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chair, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 9. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the Corporation would be left without a duly elected director or directors.

Section 10. REMOVAL OF DIRECTORS. Any director, except for the representative appointed by the chartering authority, may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and such removal are given in compliance with the provisions of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code) as said chapter may be modified by subsequent legislation ("Brown Act"). The representative designated by the chartering authority may be removed without cause by the chartering authority or with the written consent of the chartering authority. Any vacancy caused by the removal of a director shall be filled as provided in Section 11.

Section 11. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors, except for the representative appointed by the chartering authority, may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the affirmative vote of a majority of the directors then in office at a regular or special meeting of the Board, or (b) a sole remaining director. A vacancy in the seat of the representative of the chartering authority shall be filled by the chartering authority.

Section 12. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 13. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation unless the Board of Directors designates another location in accordance with these bylaws. The Board of Directors may also designate that a meeting be held at any place within the physical boundaries of the county in which that charter school or schools are located. All meetings of the Board of Directors shall be called, held and conducted in

accordance with the terms and provisions of the Brown Act. A two-way teleconference location shall be established at each schoolsite.

Section 14. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Brown Act. The Board of Directors shall meet annually for the purpose of organization, appointment of officers, adoption of the regular Board meeting schedule, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board of Directors in accordance with the Brown Act.

Section 15. REGULAR MEETINGS. The Board shall adopt a regular Board meeting schedule at the annual Board meeting. The regular Board meeting schedule may be revised as necessary by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. The Chair shall have the authority to reschedule a regular meeting as necessary to establish a quorum of directors.

Section 16. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chair, if there is such an officer, or a majority of the Board of Directors. If a Chair has not been elected then the Vice-Chair is authorized to call a special meeting in place of the Chair. The party calling a special meeting shall determine the place, date, and time thereof.

Section 17. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours notice of the special meeting, in the following manner:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

The notice of special meeting shall state the time of the meeting, the place, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 18. QUORUM. A majority of the directors then in office shall constitute a

quorum. The pupil member shall not be counted for purpose of establishing quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. The pupil member shall have preferential voting rights. Preferential voting means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board of Directors, but that shall not serve in determining the final numerical outcome of a vote. Should there be less than a majority of the directors present at the inception of any meeting, the meeting shall be adjourned. Directors may not vote by proxy. The vote or abstention of each Board member present for each action taken shall be publicly reported.

Section 19. TELECONFERENCE MEETINGS<sup>1</sup>. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the physical boundaries of the county in which that charter school or schools are located;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public, shall be listed on the agenda; and members of the public shall be provided with an opportunity to address the Board of Directors directly at each teleconference location;<sup>2</sup>
- e. Members of the public must be able to hear what is said during the meeting; and
- f. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.<sup>3</sup>

Section 20. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time scheduled for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by the Brown Act.

Section 21. COMPENSATION AND REIMBURSEMENT. Directors may not receive

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<sup>1</sup> Pursuant to Government Code Section 54953, the Corporation may use teleconferencing without complying with the requirements of paragraphs (a), (c), and (d) if the Corporation complies with the requirements of Section 54953(e).

<sup>2</sup> This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

<sup>3</sup> The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

compensation for their services as directors or officers, only such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 22. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Fill vacancies on the Board of Directors or any committee of the Board;
- b. Amend or repeal bylaws or adopt new bylaws;
- c. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal; or
- d. Create any other committees of the Board of Directors or appoint the members of committees of the Board.

The Board may also create one or more advisory committees composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

Section 23. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 24. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 25. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

## **ARTICLE VIII**

## **OFFICERS OF THE CORPORATION**

Section 1. **OFFICES HELD.** The officers of the Corporation shall be a President, a Secretary, and a Chief Financial Officer. The Corporation, at the Board's direction, may also have a Chair and a Vice-Chair. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties as set forth in any applicable contract for employment or job specification. Except for the Chair and Vice-Chair, officers shall not also be directors (Board members).

Section 2. **DUPLICATION OF OFFICE HOLDERS.** Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President or the Chair.

Section 3. **ELECTION OF OFFICERS.** The officers of the Corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. **REMOVAL OF OFFICERS.** Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

Section 5. **RESIGNATION OF OFFICERS.** Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 6. **VACANCIES IN OFFICE.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 7. **CHAIR.** If a Chair is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If a Chair of Directors is elected, there shall also be a Vice-Chair. In the absence of the Chair, the Vice-Chair shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 8. **PRESIDENT.** The President, also known as the Executive Director, shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 9. **SECRETARY.** The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The



minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; the names of the directors present at Board of Directors and committee meetings; and the vote or abstention of each Board member present for each action taken.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 10. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Chief Financial Officer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board of Directors may designate; (b) disburse the Corporation's funds as the Board of Directors may order; (c) render to the President, Chair, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the Corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

## **ARTICLE IX CONTRACTS WITH DIRECTORS**

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor shall the Corporation enter into any contract or transaction with any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

## **ARTICLE X CONTRACTS WITH EMPLOYEES**

Section 1. CONTRACTS WITH EMPLOYEES. The Corporation shall not enter into a contract or transaction in which an employee directly or indirectly has a material financial interest unless all of the requirements in the Corporation's Conflict of Interest Code have been

fulfilled.

## **ARTICLE XI LOANS TO DIRECTORS AND OFFICERS**

Section 1. LOANS TO DIRECTORS AND OFFICERS. The Corporation shall not lend any money or property to or guarantee the obligation of any director or officer; provided, however, the Corporation may advance money to a director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the Corporation.

## **ARTICLE XII INDEMNIFICATION**

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, the Corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

## **ARTICLE XIII INSURANCE**

Section 1. INSURANCE. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

## **ARTICLE XIV MAINTENANCE OF CORPORATE RECORDS**

Section 1. MAINTENANCE OF CORPORATE RECORDS. The Corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

## **ARTICLE XV**

## **INSPECTION RIGHTS**

Section 1. **DIRECTORS' RIGHT TO INSPECT.** Every director shall have the right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary, as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law.

Section 2. **MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** The Corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

## **ARTICLE XVI REQUIRED REPORTS**

Section 1. **ANNUAL REPORTS.** The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The Corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

Section 2. **ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS.** The Corporation will comply with Corporations Code section 6322.

## **ARTICLE XVII BYLAW AMENDMENTS**

Section 1. **BYLAW AMENDMENTS.** The Board of Directors may adopt, amend or repeal any of these bylaws by a majority vote of the directors present at a meeting duly held at

which a quorum is present, except that no amendment shall change any provisions of any charter governing any charter school operated as or by the Corporation or make any provisions of these bylaws inconsistent with such charter, the Corporation's articles of incorporation, or any laws.

**ARTICLE XVIII**  
**FISCAL YEAR**

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each year.

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of Polytechnic Academy, a California nonprofit public benefit corporation; that these bylaws, consisting of 14 pages, are the bylaws of the Corporation as adopted by the Board of Directors on \_\_\_\_\_; and that these bylaws have not been amended or modified since that date.

Executed on \_\_\_\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_

\_\_\_\_\_, Secretary

4875-1479-4599, v. 3

## **Exhibit D - Conflict of Interest Code**

**POLYTECHNIC ACADEMY  
CONFLICT OF INTEREST CODE**

**I. ADOPTION**

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., Polytechnic Academy hereby adopts this Conflict of Interest Code (“Code”), which shall apply to all governing board members and all other designated employees of Synergy Academies (“Charter School”), as specifically required by California Government Code Section 87300.

**II. DEFINITION OF TERMS**

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

**III. DESIGNATED EMPLOYEES**

Employees of this Charter School, including governing board members, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be “designated employees.” The designated positions are listed in “Exhibit A” attached to this Code and incorporated by reference herein.

**IV. STATEMENT OF ECONOMIC INTERESTS: FILING**

Each designated employee, including governing board members, shall file a Statement of Economic Interest (“Statement”) at the time and manner prescribed by California Code of Regulations, title 2, section 18730, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee’s position is assigned in “Exhibit A.”

An investment, interest in real property or income shall be reportable, if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in “Exhibit B.”

Statements Filed With the Charter School. All Statements shall be supplied by the Charter School. All Statements shall be filed with the Charter School. The Charter School’s filing official shall make and retain a copy of the Statement and forward the original to the County Board of Supervisors.

**V. DISQUALIFICATION**

No designated employee shall make, participate in making, or try to use his/her official position to influence any Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family.

## **VI. MANNER OF DISQUALIFICATION**

### **A. Non-Governing Board Member Designated Employees**

When a non-Governing Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Executive Director, who shall record the employee's disqualification. In the case of the Executive Director, this determination and disclosure shall be made in writing to the Board of Directors.

### **B. Governing Board Member Designated Employees**

The Charter School shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor shall the Charter School enter into any contract or transaction with any other corporation, firm, association, or other entity in which one or more of the Charter School's directors are directors and have a material financial interest).



**EXHIBIT A**

**Designated Positions**

<u>Designated Position</u>	<u>Assigned Disclosure Category</u>
Members of the Governing Board	1, 2
Executive Director	1, 2
Principal/Learning Director	1, 2
Consultants/New Positions	*

\*Consultants/New Positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The Executive Director may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Govt. Code § 81008).

## **EXHIBIT B**

### **Disclosure Categories**

#### **Category 1**

Designated positions assigned to this category must report all interests in real property which are located in whole or in part within two (2) miles of any facility utilized by Polytechnic Academy, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

#### **Category 2**

Designated positions assigned to this category must report investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by Polytechnic Academy.

#### **Category 3**

Designated positions assigned to this category must report investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent or distribute school supplies, books, materials, school furnishings or equipment of the type to be utilized by the designated position's department.

**Exhibit E - Establishment of Bank Account**

# BUSINESS BANC

## Advantage Suite



**For established businesses** with greater transaction activity and Treasury Management needs

Number of Monthly Items	<b>400</b>
Cost Per Excess Item	<b>\$0.50</b>
Minimum Opening Deposit	<b>\$100</b>
Balance Required to Waive Monthly Fee	<b>\$20,000</b>
Monthly Service Fee	<b>\$20</b>
Monthly Cash Deposits	<b>\$20,000</b>
Cash Deposit Fee	<b>\$1 per \$1,000</b>
Earns Interest	<b>No</b>
Advantage Suite Includes	<ul style="list-style-type: none"> <li>• <b>Select Business Checking Account</b></li> <li>• <b>Business Online Banking</b></li> <li>• <b>Business Mobile Banking with Mobile Check Deposit</b></li> <li>• <b>Business Bill Pay</b></li> <li>• <b>Transaction information reporting, account transfers, and stop payment capabilities</b></li> <li>• <b>Wire &amp; ACH Services</b></li> <li>• <b>Remote Deposit Services</b></li> </ul>
Additional Services Available	<ul style="list-style-type: none"> <li>• <b>Small Business Line/Loan</b></li> <li>• <b>Small Business Card</b></li> <li>• <b>Merchant Services</b></li> <li>• <b>Payroll Services</b></li> <li>• <b>Courier Services</b></li> <li>• <b>Commercial Card</b></li> </ul>

# Business Banc Advantage Suite

## KEY DETAILS



### SELECT BUSINESS CHECKING

Select Business Checking is tailored for established businesses with high transaction volumes. Monthly service charge of \$20.00 waived with an average daily balance of \$20,000.

Up to 400 items (paid items, deposits and deposited items) processed each statement period, \$0.50 for each additional item.\*

Minimum opening balance is \$100.00.



### BUSINESS ONLINE BANKING

Business Online Banking provides advanced features and a wide range of self-service banking capabilities:

- 24/7 access to account information
- File and funds transfers
- State and federal tax payments
- Remittance manager
- Stop payments
- Commercial loan payments and advances
- Single sign-on
- Customer review and approval of designated transactions
- Account number masking
- Balance authentication options
- Account nicknames and favorites



### BUSINESS MOBILE BANKING WITH MOBILE CHECK DEPOSIT\*\*

Our Business Mobile Banking service provides a convenient and secure channel for businesses to manage their accounts on Apple or Android smartphones. For added convenience, the Mobile Check Deposit feature allows businesses to make individual check deposits anywhere and any time.



### WIRE SERVICES

Wire Services provide a quick and easy way to send and receive real-time payments in multiple currencies using a secure electronic channel. Wires can be initiated using our Business Online or Business Mobile Service.



### REMOTE DEPOSIT

Save time, reduce expenses, and speed up cash flow by depositing checks 24/7 from your desktop using a Single Feed or Multi Feed check scanner and an easy-to-use online application.

Businesses with multiple locations can deposit checks into a single Banc of California account using multiple scanners.

Checks scanned before 5:00 p.m. PT (Monday thru Friday) will be credited to your account the same business day. All other deposits after 5:00PM and on weekends will be credited the next business day.



### ACH SERVICES

VA cost-effective service providing a quick and easy way to handle routine transactions by creating electronic payments and deposits. Banc of California offers both Prefund and Traditional ACH services to meet our business clients' needs.

For more information, please contact:



**TOGETHER WE WIN®**

\*Additional fees may apply. Ask your relationship manager for details.

\*\*Message and data rates may apply.

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**SAN BENITO COUNTY  
POLYTECHNIC ACADEMY**

*An accelerated high school for students 9-12 pursuing Agriculture Science and Technology, Construction Trades and Community Development, or Healthcare Sciences*



**ENROLLMENT BEGINS!**  
**March 1, 2024 at 6:00 PM**

**Lottery will be held at:**  
**Abundant Life**  
**790 Bolsa Road**  
**Hollister, CA 95023**



[www.poly-academy.org](http://www.poly-academy.org)