



47607(e) Notice and OCHS Corrective Action Plan Submission

1. [47607\(e\) Notice](#) issued by the OUSD Board of Education to Oakland Charter High School (“OCHS”) on November 13, 2024.
2. [OCHS Corrective Action Plan](#) submitted to OUSD on December 12, 2024.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

47607(e) Notice issued by the OUSD Board of Education to OCHS on November 13, 2024



October 23, 2024

30-Day Notice re: Concerns regarding Amethod Public Schools Governance and Fiscal Practices

Oakland Charter High School (“OCHS”), an Amethod Public School (“AMPS”) charter school serving students in grades 9-12, is authorized by the Governing Board (“Board”) of the Oakland Unified School District (“OUSD” or “District”). Its current Charter Petition expires on June 30, 2025.

Education Code section 47607, subdivision (e), provides, in relevant part, that “the chartering authority may deny renewal of a charter school upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or is not serving all pupils who wish to attend.” To deny a charter renewal petition based on the standard set forth in Education Code section 47607, subdivision (e), a charter authorizer must provide “at least 30 days’ notice to the charter school of the alleged violation and provide the charter school with a reasonable opportunity to cure the violation, including a corrective action plan proposed by the charter school.”

Given OCHS’s submission of its charter renewal charter petition, and in light of significant evidence giving rise to substantiated concerns that AMPS is demonstrably unlikely to successfully implement the program set forth in OCHS’s petition, this Notice is hereby given to AMPS pursuant to Education Code section 47607, subdivision (e).

The District specifically has concerns regarding AMPS’s governance because several contracts entered by members of AMPS officials likely violate California’s conflict of interest laws. These conflicts are so glaring that they raise questions regarding the efficacy of the AMPS Board of Directors’ oversight. Additionally, the District is concerned about fiscal practices at AMPS that appear to have created an environment ripe for fraudulent activities.

OVERVIEW

The Board, as the statutory authorizer of charter schools, is “responsible for ensuring the charter school operates in compliance with all applicable laws and the terms of its charter.” (Ed. Code, §47607, subd. (f)(1) and (4).) The Board is also responsible for monitoring the fiscal condition of each charter school that it authorizes. (Ed. Code, §47607.32, subd. (a)(4).)

On January 30, 2024, the OUSD Office of Charter Schools (“OCS”) was informed by the AMPS Chief Executive Officer (“CEO”), Jaime Mata, that he had concerns of fiscal irregularities, retaliation, and potential fraud at AMPS. Specifically, he alleged that he discovered evidence that the AMPS Board has contracted with a number of vendors in which there were clear conflicts of interest and that these vendors routinely billed for services without any evidence the services were being provided. According to Mr. Mata, he reported these concerns to the AMPS Board Chair, Mr. Gilbert Lopez. Shortly after, former AMPS CEO and Founder Jorge Lopez, cousin of Board Chair Lopez Jr., allegedly attempted to intimidate Mr. Mata into withdrawing his allegations. Mr. Mata was subsequently removed from his position at AMPS effective January 31, 2024.

Upon receiving this complaint from Mr. Mata, the District began a review of whether the allegations of fiscal irregularities and fraud were supported by evidence. The District sent AMPS a letter of inquiry on March 5, 2024, requesting personnel and financial documents. AMPS provided these documents on April 2, 2024. Based on the information received and reviewed, the District sent a second Letter of Inquiry to AMPS on August 28, 2024 and received a partial response on September 27, 2024.

Based on the evidence collected in AMPS’s responses to the District’s Letters of Inquiry, the District presents its governance and fiscal concerns below.



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GOVERNANCE CONCERNS

AMPS is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial governance factors, including allowing a number of conflicts of interest and poor oversight by AMPS leadership.

Charter schools, and the nonprofit public benefit corporations (such as AMPS) that operate them, must comply with California's statutes regarding conflicts of interest. These statutes include Government Code section 1090 and the Political Reform Act ("PRA"), which prohibit public officials from making decisions, including contracting decisions, in which they have a conflict of interest and may enrich themselves. (Education Code section 47604.1.)

The District has concluded that both former and current public officials in leadership positions at AMPS have likely violated these conflict of interest statutes. Ms. Evelia Villa was the CEO of AMPS from March 2021 to December 2023 and Ms. Sylvia Flores is the current CEO of AMPS and has held the position since March 2024. The District has found substantial evidence to support that both individuals engaged in activities that violated California's conflict of interest laws. Ms. Villa appears to have violated both the PRA and Government Code section 1090 when she, as AMPS CEO, entered a contract with EdNova Group, LLC ("EdNova") in which she had a financial interest due to the position her husband, Mr. Jorge Lopez, held as co-owner and manager of EdNova. Ms. Flores appears to have violated both the PRA and Government Code section 1090 when, shortly after she was hired as an advisor on staffing needs, her own company, EdNova, was hired to fill those needs.

Summary of the Law

Government Code Section 1090

Government Code section 1090 prohibits a board member or employee from making or participating in the making of a government contract in his or her official role, if the person has a financial interest in the contract. Section 1090 carries stringent civil and criminal penalties, and a violator can be forever disqualified from holding any office in California. (Gov. Code, § 1097.) A contract entered into in violation of section 1090 is void and unenforceable. (*Marin Healthcare District v. Sutter Health* (2002) 103 Cal.App.4th 861.)

Section 1090 applies to anyone paid by the agency in a capacity to influence decision-making, this includes officials, employees, independent contractors. (*People v. Superior Court* (2017) 3 Cal.5th 230, 234.) The "prohibitions in Section 1090 reach beyond the official that approves and executes a contract. Rather, officials or employees who participate "in any way" in the making of a contract are held to the restrictions of Section 1090." (2010 AG Guidelines, p. 60.)

Similarly, courts have construed the term "making, or participation in the making" of a contract broadly as including preliminary discussions, negotiations, compromising, reasoning, planning, drawing of plans and specifications, and solicitation for bids. (*Stigall v. City of Taft* (1962) 58 Cal.2d 565.) The fact that an official's written duties do not extend to contracting is irrelevant if the official is actually involved in the making of any public contracts and, in doing so, exploits an official position. (*People v. Superior Court* (2017) 219 Cal.Rptr.3d 436.)

Finally, "the phrase 'financially interested' as used in Government Code Section 1090 means any financial interest which might interfere with a [an officer or employee's] unqualified devotion to his public duty. The interest may be direct or indirect and includes any monetary or proprietary benefits, or gain of any sort, or the contingent possibility of monetary or proprietary benefits." (*People v. Gnass* (2002) 101 Cal.App.4th 1271, 1299, n. 9; *People v. Honig* (1996) 48 Cal. App.4th 289, 322-23. See also *Breakzone Billiards v. City of Torrance* (2000) 81 Cal.App.4th 1205, 1231.) Additionally, financial interests of one spouse are attributable to the other spouse. (Op.Gen.Atty. 10-503 (August 25, 2011).)

The Political Reform Act



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The PRA prohibits a public official from making a government decision, participating in a government decision, or using one's position to influence a government decision that may have a reasonably foreseeable material financial effect on the official's financial interests. (Gov. Code, § 87100.) The PRA defines financial interests to include those of the public official and their immediate family. (Gov. Code, § 87103.) The term "immediate family" means only the official's spouse and dependent children. (Gov. Code, § 82029.)

The conflict of interest provisions of the PRA are similar to those of Government Code section 1090, except that they are not limited to contracts. The PRA states that no public official shall make, participate in making, or in any way attempt to use his or her position to influence a governmental decision if he or she knows or has reason to know that he or she has a financial interest in the decision. (Gov. Code, § 87100.) A public official has a disqualifying financial interest in a governmental decision if it is reasonably foreseeable that the decision will have a material financial effect on one or more of the public official's financial interests. (Gov. Code, § 87103; California Code of Regulations, title 2, section 18700(a).) The PRA defines financial interests to include those of the public official and their immediate family. (Gov. Code, § 87103.) The term "immediate family" means only the official's spouse and dependent children. (Gov. Code, § 82029.)

The threshold questions of whether a PRA conflict of interest exists are: Is the individual a public official? Is there a governmental decision? And is there a financial interest? The analysis for these threshold questions is very similar to that under Government Code section 1090, described above.

The PRA then asks the following four questions: (1) Is it reasonably foreseeable that the decision will have a financial effect on the public official's financial interests? (2) Will the reasonably foreseeable financial effects be material? (3) Are the reasonably foreseeable, material financial effects "indistinguishable from the effects on the public generally"? And (4) Will the public official be "making, participating in the making, or using their official position to influence the governmental decision?" If the responses to questions 1, 2, and 4 are "yes" and the response to question 3 is "no," the official has violated the PRA.

Ms. Evelia Villa, former CEO of AMPS, and Potential Violations of Government Code Section 1090 and the PRA.

There is strong evidence to support that Ms. Villa violated Government Code section 1090 and the PRA in her role as AMPS CEO when she executed the contract with EdNova, a company in which she had a financial interest due to her husband's position as either the current or former co-owner and manager of EdNova at the time of the contract. The District also analyzed whether Ms. Villa violated the conflict of interest laws related to a contract between AMPS and the Latino Education Advancement Foundation ("LEAF"). At this time, we do not have enough evidence to conclude that a conflict existed regarding LEAF, but further investigation may be warranted.

EdNova Contract

Ms. Villa executed a contract as CEO of AMPS on behalf of AMPS with EdNova in November 2023. (Exhibit A.) EdNova is an LLC that was formed by Ms. Villa's husband, Mr. Jorge Lopez, and Ms. Flores, the current CEO of AMPS, on September 11, 2023. (Exhibit B.) AMPS claims that Ms. Flores bought out Mr. Jorge Lopez's interest in EdNova in October 2023, prior to execution of the AMPS-EdNova contract. The District disagrees with this assertion and believes that Mr. Jorge Lopez remained co-owner of AMPS at the time of the contract. Either way, the facts show that Ms. Villa had a financial interest in the AMPS-EdNova contract and thus violated both Government Code section 1090 and the PRA.

A. Government Code Section 1090

Here, it is likely that Section 1090 applies to Ms. Villa because she was the CEO of AMPS at the time the AMPS-EdNova contract was negotiated and executed, she participated in the making of the contract because she signed the contract and likely participated in conversations on the making of the contract, and she likely had a financial interest in the contract because her husband, Mr. Jorge Lopez, was a co-founder and co-owner of EdNova.



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The evidence we have strongly suggests that Mr. Jorge Lopez remained a co-owner of EdNova at the time his wife, on behalf of AMPS, executed the contract with EdNova. In particular, EdNova's Certificate of Cancellation was signed by Mr. Jorge Lopez, indicating he remained an owner of the LLC through dissolution in February 2024. (Exhibit C.) If Mr. Jorge Lopez was a co-owner of EdNova at the time of Ms. Villa's approval of the contract, this is a clear violation of Government Code section 1090.¹

Even if Mr. Jorge Lopez was no longer an owner of the LLC at the time the contract was made, Ms. Villa still likely violated Section 1090 because the timing of relevant events suggests she would have been negotiating the contract while her husband was still an owner of EdNova. It is likely that Ms. Villa was involved in discussions, negotiations, and/or scoping of the EdNova contract while her husband was co-owner because he allegedly sold his interest in October 2023 and the contract was signed in November 2023. This would be a very quick turnaround of only one month for Ms. Villa's negotiations with EdNova if they did not begin until after Mr. Jorge Lopez sold his interest. While the District does not have direct evidence regarding the negotiation process with EdNova,² the District may infer a violation of section 1090 based on the timing of the events. Courts have allowed finders of fact to make inferences of a section 1090 violation based on circumstantial evidence, primarily involving the timing of events, despite a lack of direct evidence. (*People v. Vallerga* (1977) 67 Cal.App.3d 847.)

Additionally, if Mr. Jorge Lopez was no longer an owner of EdNova at the time the contract was made and Ms. Villa did not engage in negotiations prior to his buyout, she may still have had a financial interest in the AMPS-EdNova contract because the value of Mr. Jorge Lopez's buyout from EdNova likely considered the anticipated contract with AMPS. As such, the buyout would provide Mr. Jorge Lopez, and thus Ms. Villa, some of the financial benefits of the AMPS contract. Such a financial interest likely violates Government Code section 1090. (*Hub City Solid Waste Services, Inc. v. City of Compton* (2010) 186 Cal.App.4th 1114.)

B. The PRA

As discussed above, the analysis for the threshold questions of the PRA is very similar to that under Government Code Section 1090, described above. Therefore, Ms. Villa's conduct likely meets the threshold requirements of a PRA violation. She also likely meets the requirements that (1) it was reasonably foreseeable that her decision to contract with EdNova would have a financial effect on her financial interests, (2) the financial effects were material, (3) the financial effects were not "indistinguishable from the effects on the public generally," and (4) she participated in the making, or used her official position to influence the governmental decision.

It was reasonably foreseeable that Ms. Villa's financial interest in EdNova would be materially impacted by the contract with AMPS. A financial effect is material when the business entity is "explicitly involved" in the decision, including when the business entity is offering to sell a service to the agency or entering a contract with the agency. (California Code of Regulations, title 2, section 18702.1(a)(1).) Here, EdNova was offering to sell its services to

¹ Mr. Gil Lopez, Jr., on behalf of AMPS, stated that Ms. Flores bought out Mr. Jorge Lopez's interest in EdNova "pursuant to a terms of sale agreement" in October 2023. Mr. Gil Lopez, Jr. stated that "the State required both of the original signatories to the Articles of Organization" to sign the Certificate of Cancellation, even though Mr. Jorge Lopez no longer had any ownership of EdNova. This explanation is not credible. California Corporations Code section 17707.08 describes the process of filing the certificate of dissolution for an LLC, and only the current managers have any role in this process. Neither the Corporations Code, nor the Secretary of State's Certificate of Cancellation (Form LLC-4/7), require any participation from the original members of the LLC who no longer have an ownership interest in or involvement with the LLC related to dissolution or winding down of an LLC. It is simply implausible that the Secretary of State would require EdNova to obtain the consent of a former owner of the LLC, who has no interest in the firm, as a condition of accepting the Certificate of Cancellation. Accordingly, Mr. Gil Lopez, Jr.'s explanation does not alter the conclusion, based on documentary evidence, that Mr. Jorge Lopez was a co-owner of EdNova at the time it contracted with AMPS, and thus Ms. Villa violated Government Code section 1090 by approving the contract.

² The District asked AMPS to produce records of communications on that subject, but AMPS replied that it was "continuing to look for these communications" and it has not submitted these communications to date.



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AMPS by entering the contract. This material financial effect was reasonably foreseeable because either Ms. Villa would have known that she was giving business to an entity owned by her husband or she would have known that she received the buyout based on the prospective AMPS-EdNova contract.

The financial effects of the AMPS-EdNova contract on Ms. Villa's financial interests were not indistinguishable from the effects on the public generally because the AMPS-EdNova did not financially benefit anyone other than EdNova. It was specifically a contract for EdNova to provide AMPS with services.

Finally, Ms. Villa made a government decision when negotiated and executed the AMPS-EdNova contract by which she entered into a contract on behalf AMPS. (California Code of Regulations, title 2, section 18704(a).) In sum, Ms. Villa violated both the Government Code section 1090 and PRA conflict of interest laws.

Ms. Sylvia Flores, Current CEO of AMPS, and Potential Violations of Government Code Section 1090 and the PRA.

Ms. Flores, the current CEO of AMPS, appears likely to have violated Government Code section 1090 and the PRA in her activities related to the AMPS contract with EdNova. At the time the contract was made, Ms. Flores was an independent contractor employed by AMPS. (Exhibit D.) Ms. Flores had previously been employed by AMPS since 2014 and had risen to the position of Senior Director of Operations, before resigning in November 2022. She was later hired as an independent contractor on August 14, 2023, and her work for AMPS likely put her in a position to influence AMPS's decision to hire EdNova, her own company, about three months later.

Based on the information provided by AMPS, Ms. Flores's role as an independent contractor included providing advice on staffing needs, specifically for college advising staffing needs at John Henry High School ("JHHS") and Oakland Charter High School ("OCHS"). The scope of work in her contract with AMPS includes the following, "Provide AMPS with a needs assessment on: ... Staffing needs in the college advising department at each school site." Additionally, in the descriptions of her work in the invoices she submitted to AMPS, she includes the following, "School support for leaders at OCHS: Reviewed staffing needs, advised on behavior management, discipline, college advising, and staff development."

A. Government Code Section 1090

An inference of a violation of Government Code section 1090 could be reasonably drawn from the timing of events and Mr. Flores' work advising AMPS on staffing needs. Within a month of beginning her work as a contractor for AMPS, Ms. Flores formed EdNova. Then, around three months after Ms. Flores began to advise on staffing needs, her own company, EdNova, was hired to fill those needs. The contract for EdNova was executed on December 5, 2023 and it includes providing services at both JHHS and OCHS such as college advising and college application support as well as other services. This contract with EdNova appears to provide the services to fill the staffing needs that Ms. Flores assessed in her role as an independent contractor. We do not have information on the events or conversations that led to the contract with EdNova on December 5, 2023, but it appears that Ms. Flores was in a position to influence that decision and the contract resulted in a financial benefit to her. These facts suggest that Government Code section 1090 was violated.

An alternative explanation for the timing of the events is that Ms. Flores created EdNova so that she could provide the same services to AMPS as EdNova as she performed as an independent contractor. This does not appear to be the case because, as described above, her work as an independent contractor was to advise on staffing needs whereas her work as EdNova was to fill those needs. Additionally, if this was true, this raises the issue that Sylvia Flores and EdNova were both paid for the same time period. On January 11, 2024, Ms. Flores was paid \$13,080 and on that same day, EdNova was paid \$12,000. (Exhibits E and F.)

B. The PRA



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As discussed above, the analysis for the threshold questions of the PRA is very similar to that under Government Code Section 1090, described above. Therefore, Ms. Flores likely meets the threshold requirements of a PRA violation. She also likely meets the requirements that (1) it was reasonably foreseeable that her decision to contract with EdNova would have a financial effect on her financial interests, (2) the financial effects were material, (3) the financial effects were not “indistinguishable from the effects on the public generally,” and (4) she participated in the making, or used her official position to influence the governmental decision.

Similar to the analysis for Ms. Villa above, it was reasonably foreseeable that Ms. Flores’s financial interest in EdNova would be materially impacted by the contract with AMPS because EdNova was “explicitly involved” in the decision, as it was offering to sell its services to AMPS by entering the contract. Additionally, this material financial effect was reasonably foreseeable because a reasonable person would have known that their position as an advisor on the extent of staffing needs would impact their opportunity to fill those needs as EdNova. Further, the financial effects of the AMPS-EdNova contract on Ms. Flores’s financial interests were distinguishable from the effects on the public generally because the AMPS-EdNova did not financially benefit anyone other than EdNova. It was specifically a contract for EdNova to provide AMPS with services. And finally, we assume that Ms. Flores used her official position to influence AMPS’s decision to contract with EdNova, and thus participated in the making of a government decision, because her role as an independent contractor included advising on staffing needs.

In sum, Ms. Flores likely violated the PRA and Government Code section 1090 through her actions related to the EdNova contract. The District is very concerned that ethical breaches such as that of Ms. Flores and Ms. Villa could be occurring at the highest level of AMPS leadership.

The AMPS Board of Directors Significantly Failed to Uphold Their Fiduciary Duties

The District is especially concerned by the AMPS Board of Directors’ apparent lack of oversight which has allowed these activities to occur. The Board of Directors has a fiduciary obligation to AMPS to ensure its leaders are acting within the law and with AMPS’s best interests in mind. Per AMPS’s Bylaws, section 2, it is the responsibility of the Board to “conduct, manage, and control the affairs and activities of [AMPS] and to make such rules and regulations for this purpose, consistent with law, the Articles of Incorporation, and these Bylaws.” Additionally, per AMPS Bylaws, section 11, the Board members have a duty to serve, in good faith, in the best interests of AMPS, which includes “the duty to make reasonable inquiries, as an ordinarily prudent person in a like situation would use under similar circumstances.”

The Board should have been aware of the facts that create the conflicts in the contracts discussed above. Mr. Jorge Lopez was the former CEO of AMPs and Ms. Flores was the former Senior Director of Operations at AMPS. The Board should have been aware that EdNova, the company formed by both the former CEO and the former Senior Director of Operations was performing work for the school, and that their contract was approved by Mr. Jorge Lopez’s wife, Ms. Villa. According to AMPS, the EdNova contract did not go in front of the Board, because it was for under \$100,000, but, per AMPS policy, the contract required authorization by the Board Chair. (Exhibit G.) The Board Chair seems not to have recognized these concerns.

The board should have also been aware of the disconcerting facts that when Ms. Flores left her position as Senior Director of Operations at AMPS, she received a severance package but then was later hired again by AMPS as an independent contractor and later hired as CEO. (Exhibit H.) The severance package equated to eight months of pay and should have gone to the Board because it was over \$100,000. These facts are disconcerting because severance packages typically are not used when an employee leaves a position on good terms; however, Chair Gil Lopez, Jr. claims that Ms. Flores did leave in good standing. So, the District must conclude that there was no basis for this severance package other than a handout to a former employee using public funds.³ All of these

³ The District is concerned that AMPS has entered other severance agreements as handouts to employees, and strongly advises the Board to investigate.



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circumstances surrounding Ms. Flores and the EdNova contract are concerning, and it is shocking that the Board was not aware of these transactions or, if they were, that they did not intervene.

The fact that such flagrant violations of the Government Code and the PRA occurred under the Board's oversight speaks to the Board's inability to effectively govern AMPS. It is therefore demonstrably unlikely for AMPS to successfully implement the program set forth in OCS's petition for renewal.

FISCAL CONCERNS

The District also has concerns that AMPS will be unlikely to successfully implement the program set forth in OCHS's charter due to substantial fiscal mismanagement that has created an environment ripe for fraudulent activities and lacking oversight.

The District reviewed AMPS's fiscal documents, such as its general ledger, disbursement ledger, payroll, and contracts. The District found alarming inconsistencies in AMPS's bookkeeping practices and payroll that raise the concern that AMPS has no system or guardrails that would prevent inconsistent or fraudulent activities. As discussed below, AMPS has inconsistent bookkeeping, irregularities in the general and disbursement ledgers, and it appears that employees and contractors were being compensated for full time work without performing full time work.

Inconsistent Bookkeeping

Bookkeeping was inconsistent, in that expenses for the same or similar items were charged to different expense categories or even different schools without any distinguishable pattern. For example, charter busses for field trips are sometimes charged to, 5893-Transportation, 5830-Field Trips, 5220-Travel. This makes tracking and oversight of spending patterns challenging.

Irregularities in the Ledgers

Irregularities were found in the disbursement ledger and general ledger because these ledgers contained either missing or inconsistent information. These inconsistencies are alarming because they discredit the reliability of the ledgers and create the opportunity for transactions to be manipulated or hidden, which interferes with the tracking of fiscal soundness and allows for potential fraud.

For example, bank records and the general ledger show 21 payments against a loan, totaling \$1.3 million, but these payments do not appear in the disbursement ledger. Similarly, bank records and the general ledger show 19 payments to "Phoenix Settlement Administrators," but these payments do not appear in the disbursement ledger.

Another example is that for a different entity, "The Standard," the general ledger states \$174,841.35 was paid to The Standard, but the disbursements ledger shows \$767,324.31 paid to it, and the bank statements show an additional \$170,296.95 that could not be traced to the disbursement ledger. Further, in all of these examples, there is inconsistency in how the transactions are recorded, such as how the entities being paid are described.

Payments Made for Services Not Provided

The District found a significant lack of oversight of the AMPS payroll, specifically that AMPS was paying for services that it cannot document it received.

AMPS entered into a one-year contract with J&V Integrated on November 1, 2023. (Exhibit I). Per the terms of the contract, J&V was to meet with and train families on community organizing and charter renewal. In exchange, AMPS paid J&V \$8,850 monthly in addition to \$11,800 upon execution of the contract. However, AMPS could not



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provide evidence of trainings prior to September 6, 2024. This raises the question of whether J&V performed any services for ten months.

Similarly, AMPS entered a contract with LEAF on November 1, 2023, and paid LEAF \$16,250 per month beginning in November 2023. (Exhibit J.) However, LEAF did not provide services until February 2024.

Mr. Jorge Lopez was paid for full-time employment with AMPS from July 2022 to February 2024. However, it appears that during that same time, Mr. Jorge Lopez was also the Director of Strategy and Advocacy for Latino Education Advancement Fund for at least six months through December 2023. (Exhibit K.) Additionally, it appears he was also the Executive Director of the San Benito County Polytechnic Academy. (Exhibit L.)

Responsible financial management is key to AMPS's ability to successfully implement the program set forth in the petition. As described above, AMPS's poor bookkeeping, fiscal guardrails, and oversight has led to an environment ripe for fraudulent activities, and misspent public funds. The District is concerned that this financial mismanagement will make AMPS unlikely to successfully implement the program set forth in OCHS's petition for renewal.

CONCLUSION

Again, the purpose of this Notice is to ensure that AMPS has an opportunity to address the concerns outlined herein prior to the Charter School's Decision Hearing. If AMPS chooses to develop a Corrective Action Plan to address these concerns, please submit the Plan (approved by the AMPS Board of Directors) and any documentation to Kelly Krag-Arnold, Director of the OUSD Office of Charter Schools: kelly.kragarnold@ousd.org. Please provide this information no later than December 16, 2024.

EXHIBIT A

CONSULTING SERVICES PROPOSAL

This Consulting Services Agreement (the "Agreement") is made and entered into as of **December 1, 2023**, by and between **Amethod Public Schools (AMPS)**, hereinafter referred to as ("**Client**") and **EdNova Group (EdNova)** hereinafter referred to as ("**Consultant**").

Whereas the Consultant seeks to provide certain consulting services and the Client wishes to retain the Consultant to perform such consulting services on the terms set forth.

1. Consulting Services.

(a) Capacity. The Client hereby retains as a consultant of the Client on a non-exclusive basis with respect to the business of the Client during the Term, and the Consultant hereby accepts such position, all effective as of the date of this Agreement and upon the terms and subject to the conditions set forth herein.

(b) Duties. During the Term, the Consultant shall perform such consulting services as may be reasonably specified from time to time by the Client (the "Consulting Services"), subject to the requirement that the Consultant shall comply at all times with all applicable laws. The Consulting Services may include, without limitation, as described in the attached Exhibit A. In connection with the rendering of the Consulting Services, the consultant shall provide to the Client; (i) upon the Client's written request, all information, documents and other materials relating to the Consulting Services; and (ii) such other oral and/or written reports regarding Consulting Services as the Client may from time-to-time request.

(c) Right of Substitution. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third-party subcontractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Consulting Services. In the event that the Consultant hires a subcontractor, the Consultant will pay the subcontractor for its services and the Compensation will remain payable by the Client to the Consultant. For the purposes of the indemnification clause of this Agreement, the subcontractor is an agent of the Consultant.

(d) Availability; Location. During the Term, the Consultant shall make himself reasonably available to render the Consulting Services on such business days and times to be requested by the Client and approved by the Consultant. The Client will provide a working space for the consultant to use in the engagement of duties, assignments and meetings pertaining to the project.

(e) Autonomy. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Consulting Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

(f) Compensation; Reimbursement of Expenses. The Client shall pay in accordance with the payment terms as outlined in Exhibit A. All monetary amounts referred to in this Agreement are in USD (US Dollars). The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Consulting Services. All expenses must be

pre-approved by the Client. If Client wishes to expand services, the Client and the Consultant will draft an Addendum to this contract to modify and add any additional services and costs at the Client's request.

2. Confidentiality; Client Property.

(a) Confidential Information. Except for where such disclosure is necessary and authorized by Client, Consultant shall keep in strict confidence, and shall not, directly or indirectly, at any time during or after the Term, disclose, furnish, disseminate, make available or, except in the course of performing his duties hereunder, use any trade secrets or confidential business and technical information of the Client, including, without limitation, facts as to when or how the Consultant may have acquired such information (collectively, "Confidential Information").

(i) Upon the termination of the Agreement, or sooner if requested by the Client, the Consultant shall return to the Client, in good condition, all property of the Client, including, without limitation, the originals and all copies of any materials which contain, reflect, summarize, describe, analyze or refer or relate to any items of information listed in this Agreement.

3. Term and Termination.

The term for this proposal is detailed in Exhibit A, Section I labeled "Term". Either party may terminate this Agreement at any time and without cause or reason upon thirty (30) days written notice to the other. Either party may terminate this Agreement immediately for cause by providing written notice to the other party. The period from the effective date of the Agreement until it is terminated, is sometimes referred to herein as the "Term." If the effective date of the Agreement occurs other than on the first day of the applicable calendar month, or if the termination of the Agreement occurs other than on the last day of the applicable calendar month, then the fee payable to Consultant pursuant to Section 1(d), above for such month(s) shall be prorated accordingly.

4. Additional Services:

- (a) The client may request additional services by providing a written request to the consultant. Such requests should include a description of the additional services required, the expected outcomes, and any relevant timelines.
- (b) Approval: The consultant will review the client's request for additional services and respond within a reasonable timeframe. The consultant reserves the right to accept or decline the request at their discretion. If accepted, both parties will document the additional services in a written addendum to this contract, including any changes to compensation, deliverables, or timelines.
- (c) Compensation: The consultant and the client will negotiate and agree upon compensation for any additional services, which may include hourly rates, fixed fees, or other mutually acceptable terms.
- (d) Timelines: Any additional services agreed upon will have their own timelines, which will be outlined in the addendum. The client understands that the timeline for additional services may impact the overall project timeline.

4. Payment for Additional Services:

- (a) Payment for Additional Services: Payment for additional services shall be in accordance with the terms specified in the addendum. The client agrees to make payment for additional services as outlined in the addendum, subject to the same payment terms as the initial contract."

5. Amendment of Contract:

- (a) Amendment: This contract may be amended to reflect the addition of new services and any related changes. Such amendments shall be in writing and signed by both parties. Any amendments to this contract are considered binding upon execution.

6. Assignment.

This Agreement shall inure to the benefit of, and shall be binding upon, the Client and its successors and assigns.

7. Indemnification.

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultants negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project, as set forth in the attached Exhibit "A," ("Project") and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

8. Intellectual Property.

(a) Pre-Existing. Each Party retains all rights of any nature in intellectual property, including without limitation, any patent, inventions, industrial design, trademark, copyright, proprietary information, design, process, method, technique, procedure, manuals, and know-how (collectively, "Intellectual Property") that the Party or its subsidiaries or affiliates owned before the Commencement Date ("Pre-Existing Intellectual Property. Each Party understands and agrees that no title to or ownership of a Party's Pre-Existing Intellectual Property, or any part thereof, is transferred to the other Party as a result of this agreement.

(b) Newly Created. To the fullest extent possible, each Party will retain ownership rights in any Intellectual Property newly created, conceived or developed in connection with the Eastside Education Initiative Project ("Newly Created Intellectual Property"), and grants to the other Party a fully paid up, worldwide, non-exclusive, non-sublicensable license to use that Party's Newly Created Intellectual Property. In the event that (1) one Party modifies or creates derivative works from the other Party's Intellectual Property such that it is difficult to identify separately the Newly Created Intellectual

Property from the other Party's Pre-Existing Intellectual Property, or (2) the Parties jointly create or conceive of the Newly Created Intellectual Property in connection with the Project, the Parties agree that they will establish, in a writing signed by both Parties, the terms and conditions of ownership and use of the Newly Created Intellectual Property before either Party may publish, distribute, make publicly available, license to third parties, or otherwise use the Newly Created Intellectual Property.

9. Modifications.

No change, amendment or modification of this Agreement shall be valid unless it is in writing specifically referencing this Agreement and signed by all the parties hereto. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement or understanding at a future time.

10. Severability.

In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably to affect the intent of the parties hereto. The parties hereto shall use their reasonable best efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business, and other purposes of such void or unenforceable provision.

11. Governing Law.

This Agreement is governed by and construed and enforced in accordance with the laws of the State of California, without regard to principles of conflicts of law.

12. Descriptive Headings.

The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

13. Construction.

Where the context so indicates, the masculine shall include feminine and neuter, the singular shall include the plural and the plural shall include the singular. When a reference is made in this Agreement to a Section, such reference is to a Section of this Agreement unless otherwise indicated. The parties hereto have been represented by counsel during the negotiation, preparation and execution of this Agreement and therefore, hereby waive, with respect to this Agreement, the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

14. Notices.

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or when dispatched by electronic facsimile transfer (if confirmed in writing by mail simultaneously dispatched), one business day after having been

dispatched by a nationally recognized overnight courier service or three business days after having been deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States Mail to the appropriate party at the address specified below:

(i) If to the Client: **Evelia Villa; CEO
Amethod Public Schools
1450 Marina Way South
Richmond, CA 94804**

(ii) If to the Consultant: **Sylvia Flores
Owner
EdNova Group
164 Robles Way #294
Vallejo, CA 94591**

15. Entire Agreement.

This Agreement contains all of the promises, agreements, conditions, understandings, warranties and representations between the parties hereto with respect to the subject matter hereof. This Agreement is intended by the parties hereto to be an integration of any and all prior agreements or understandings (other than those identified above), oral or written, with respect to the subject matter hereof.

16. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.


IN WITNESS WHEREOF, the parties have executed this Consulting Agreement as of the date and year first above written.

CLIENT: Amethod Public Schools (AMPS)

CONSULTANT: EdNova Group (EdNova)

By: 
DocuSigned by:
711252C4EA5D487...

Evelia Villa
Chief Executive Officer

By: 
DocuSigned by:
7F5D971BF9094C9

Sylvia M. Flores
Owner

Date: 12/5/2023

Date: 12/5/2023

EXHIBIT A
to
CONSULTING SERVICES AGREEMENT

I. **Term:** December 1, 2023 – June 30, 2024 (7 months)

II. **Scope of Work:**

This Agreement establishes services for two school sites (John Henry High School and Oakland Charter High School) within Amethod Public Schools.

Instructional Coaching (\$2,000/month per site):

- i. Collaborate with instructional staff to analyze student data and help guide instructional decisions based on the data.
- ii. Support leadership teams in establishing monthly instructional rounds, including classroom observations, debrief sessions, and film sessions.
- iii. Coach instructional teams in goal setting and bite-sized action steps for coaching rounds, as explained in Relay model.
- iv. Support leadership teams to ensure that all classrooms have access to curriculum that is appropriate to their subject matter and state standards.

Student Behavior (\$1,000/month per site):

- i. Provide guidance on student behavior and best practices.
- ii. Collaborate with leadership teams and support staff on analyzing student behavior data and help guide school culture goals based on the data.
- iii. Work with leadership teams to guide them on establishing positive behavior intervention systems and restorative justice practices.

College Guidance (\$1,000/month per site):

- i. Establish bi-monthly meetings with College Advising teams to discuss needs and upcoming deadlines.
- ii. Craft school year calendar of senior activities and support with securing of venues for major planned activities (Prom, Graduation, Senior Dinner, Senior Fieldtrip).
- iii. Track progress on college applications, financial aid applications, and other pertinent data related to AMPS goals.

Site Leadership Support (\$1,500/month per site):

- i. Provide day-to-day guidance and advice to site leadership teams on site operations and management.
- ii. Support staff with scheduling and planning for testing at the school site (AP, NWEA, SAT/PSAT, CAASPP).
- iii. Plan and guide professional development plans based on identified school needs.
- iv. Establish bi-monthly meetings between High School leadership teams.

III. Fee Schedule:

- a. The Consultant will charge the Client the sum of Fees based upon the services selected (check marked) under the Scope of Work and the Terms of this Agreement. The Fee shall be collected as follows:
 - i. The Client will be invoiced on a monthly basis.
 - ii. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.
 - iii. Upon execution of this Agreement, the first installment shall be paid no later than January 31, 2024.
 - iv. Late payments and any overdue amounts under this Agreement will be charged a rate of 18.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

END OF EXHIBIT A

Sample Additional Services:

The following is an example of additional services that may be added as outlined in section 4 of this Agreement. The fees displayed below are based on introductory rates.

- Master Scheduling Support:** \$4,000 per school site (up to 500 students per site)
 - a. Design the master schedule by working with the site leadership team
 - b. Ensure that all students are rostered into classes based on transcript evaluations and the student's preferred classes

- Teacher/Staff Recruitment:** \$2,000-\$3,000 per school site (depending on vacancies)
 - c. Sign up for and attend recruitment fairs
 - d. Post vacant positions on client's preferred sites
 - e. Create marketing materials based on need
 - f. Initial screening of candidates
 - g. Follow up with school leadership teams/recruitment managers to ensure flow of applicants and interviews are being scheduled

- Student Recruitment:** \$1,500 per school site
 - h. Work with Schoolmint to ensure all processes are happening for lottery to run
 - i. Work with school leadership teams to set standards for student recruitment
 - j. Craft marketing materials based on need
 - k. Work with school staff to set up student open houses
 - l. Attend any recruitment fairs with school staff

- WASC Accreditation:** \$5,000 per school site
 - m. Meet with leadership teams to establish timeline and action plan
 - n. Plan for and support the creation of the Mid-Year report
 - o. Meet with stakeholders and action teams to report on needs and establish goals

EXHIBIT B



202358918103



STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516

For Office Use Only

-FILED-

File No.: 202358918103

Date Filed: 9/11/2023

B2102-0242 09/11/2023 7:45 AM Received by California Secretary of State

Limited Liability Company Name Limited Liability Company Name	Ednova Group LLC
Initial Street Address of Principal Office of LLC Principal Address	2163 MEEKER AVE # 411 RICHMOND, CA 94804
Initial Mailing Address of LLC Mailing Address Attention	2163 MEEKER AVE # 411 RICHMOND, CA 94804
Agent for Service of Process Agent Name Agent Address	Sylvia Flores 3400 COTTAGE WAY, STE G2 SACRAMENTO, CA 95825
Purpose Statement	The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.
Management Structure The LLC will be managed by	All LLC Member(s)
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature	
<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.	
<i>Susan Engle</i> Organizer Signature	<i>09/11/2023</i> Date

EXHIBIT E



BA20240379593



STATE OF CALIFORNIA
Office of the Secretary of State
**SHORT FORM CERTIFICATE OF CANCELLATION -
 LLC TERMINATION**
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516

For Office Use Only

-FILED-

File No.: BA20240379593

Date Filed: 2/27/2024

B2541-2279 02/28/2024 2:33 PM Received by California Secretary of State

Limited Liability Company	
Limited Liability Company Name	Ednova Group LLC
Entity No.	202358918103
Required Statements	
The following statements are true:	
1) This Short Form Certificate of Termination is being filed within twelve (12) months from the date the Articles of Organization were filed with the California Secretary of State.	
2) The LLC does not have any debts or other liabilities, except as provided in Item (3).	
3) All final tax returns required under the California Revenue and Taxation Code have been or will be filed with the California Franchise Tax Board.	
4) The known assets of the LLC remaining after payment of, or adequately providing for, known debts and liabilities have been distributed or the LLC has acquired no known assets.	
5) The LLC has not conducted any business from the time of the filing of the Articles of Organization.	
6) 50 percent or more of the voting interests of the managers or members voted, or, if no managers or members, the person or 50 percent or more of the persons signing the Articles of Organization, voted to dissolve the LLC.	
7) Payments received by the LLC for interests from investors, if any, have been returned to those investors.	
Termination Statement	
<input checked="" type="checkbox"/> Upon the effective date of this Short Form Cancellation, except as provided in California Corporations Code Section 17707.06, the Limited Liability Company's registration is cancelled and its powers, rights, and privileges will cease in California.	
Signatures	
<input checked="" type="checkbox"/> I declare that I am the person who signed this instrument, which is my act and deed. I further affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.	
<i>Sylvia M Flores</i>	<i>02/27/2024</i>
_____ Manager/Member/Organizer Signature	_____ Date
<i>Jorge Luis Lopez</i>	<i>02/28/2024</i>
_____ Manager/Member/Organizer Signature	_____ Date

EXHIBIT F

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this 14 day of August, 2023.

CLIENT

Amethod Public Schools
1450 Marina Way S #300, Richmond CA
94591
(the "Client")

CONSULTANT

Sylvia Flores
2340 Powell St #298, Emeryville, CA
94608
(the "Consultant")

BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
 - The following services will be provided for OCHS and JHHS: master scheduling support in the form of training college advisors to review student transcripts, roster students into classes, balance classes, and perform class change requests; support college advisors in building a master calendar of events for the college advising department; develop a list of workshop ideas that college advisors can deliver to students and parents; provide professional development workshops to college advisors on an "as needed" basis; help college advisors develop a monthly communication to send to families; provide AMPS with a needs assessment on 1. Class offerings with a focus on Advanced Placement courses, 2. Strength and growth areas for each College Advisor, 3. Staffing needs in the college advising department at each school site.
2. The Services may be amended to include any other consulting tasks which the Client deems

necessary. The Parties must agree, in writing, of any added Services prior to the Services being rendered.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 15 days' written notice to the other Party.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Consultant will end upon the termination of this Agreement.

PERFORMANCE

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

10. The Consultant will charge the Client for the Services at the rate of \$150.00 per hour (the "Compensation") not to exceed 30 hours per week, unless pre-approved, in writing, by Client.
11. The Client will be invoiced every month. The invoice will include a detailed description of minutes and/or hours and services and/or projects worked on.
12. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.

REIMBURSEMENT OF EXPENSES

13. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.
14. All expenses must be pre-approved by the Client.

INTEREST ON LATE PAYMENTS

15. Interest payable on any overdue amounts under this Agreement is charged at a rate of 18.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

CONFIDENTIALITY

16. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
17. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
18. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

OWNERSHIP OF INTELLECTUAL PROPERTY

19. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
20. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

21. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

22. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee

benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

RIGHT OF SUBSTITUTION

23. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

24. In the event that the Consultant hires a sub-contractor:

- the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

AUTONOMY

25. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

26. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any basic materials and supplies reasonably necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

27. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

28. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. Amethod Public Schools
1450 Marina Way S #300, Richmond CA 94591

b. Sylvia Flores
2340 Powell St #298, Emeryville, CA 94608

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

29. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

30. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

31. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

32. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

33. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

34. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

35. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

36. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

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

SEVERABILITY

38. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

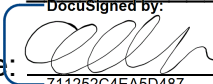
39. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of this 14 day of August, 2023.

Amethod Public Schools

Evelia villa

Officer's Name: _____
DocuSigned by:

Signature:  _____
711252C4EA5D487...

Sylvia Flores

Signature:  _____

EXHIBIT G

Vendor  

196953 EDNOVA GROUP LLC (1099-7)

  Actions

COMPANY NAME EDNOVA GROUP LLC (1099-7)	FAX	ALLOWABLE EXPENSE CODES
VENDOR ID 196953 EDNOVA GROUP LLC (1099-7)	ADDRESS EDNOVA GROUP 164 ROBLES WAY#294 Vallejo CA 94591 Map	WEBSITE URL
SUBSIDIARY Amethod Public Schools (AMPS)	DEFAULT EXPENSE ACCOUNT	COMMENTS / PROCESSING NOTES
EMAIL info@ednova.org	CHECK MEMO (ACCOUNT)	<input type="checkbox"/> INACTIVE
PHONE 510.322.4128		

[Financial](#) [History](#) [Address](#) [Subsidiaries](#) [AvidXchange](#)

LEGAL NAME EDNOVA GROUP (1099-7)	DEFAULT VENDOR PAYMENT ACCOUNT	VENDOR BILL - PURCHASE ORDER AMOUNT TOLERANCE
BALANCE 0.00 (USD)	FEDERAL TAX CLASSIFICATION Limited liability company	VENDOR BILL - PURCHASE ORDER QUANTITY DIFFERENCE
UNBILLED ORDERS 0.00 (USD)	TAX ID [REDACTED]	VENDOR BILL - ITEM RECEIPT QUANTITY TOLERANCE
<input type="checkbox"/> 1099 ELIGIBLE	[REDACTED]	VENDOR BILL - ITEM RECEIPT AMOUNT TOLERANCE
<input type="checkbox"/> 1099-MISC	VENDOR BILL - PURCHASE ORDER QUANTITY TOLERANCE	VENDOR BILL - ITEM RECEIPT QUANTITY DIFFERENCE

VIEW * BILLING STATUS TYPE

Default Either ▼ Bill Payment ▼

Edit	Date	Bill #	Amount	Balance	Status	Approved	No	No	No
Edit	2/22/2024	3403	-19,418.00	(\$19,418.00)	0	Approved	No	No	No
Edit	2/7/2024	3337	-11,000.00	(\$11,000.00)	0	Approved	No	No	No
Edit	1/11/2024	3232	-12,000.00	(\$12,000.00)	0	Approved	No	No	No

  Actions

EXHIBIT H

Vendor  

193597 FLORES, SYLVIA MABEL (1099-7)

  Actions

COMPANY NAME FLORES, SYLVIA MABEL (1099-7)	FAX	ALLOWABLE EXPENSE CODES
VENDOR ID 193597 FLORES, SYLVIA MABEL (1099-7)	ADDRESS FLORES, SYLVIA MABEL 2340 POWELL STREET#298 Emeryville CA 94608 Map	WEBSITE URL
SUBSIDIARY Amethod Public Schools (AMPS)	DEFAULT EXPENSE ACCOUNT	COMMENTS / PROCESSING NOTES
EMAIL Sylviaflores90@gmail.com	CHECK MEMO (ACCOUNT)	<input type="checkbox"/> INACTIVE
PHONE 510.374.8666		

[Financial](#) [History](#) [Address](#) [Subsidiaries](#) [AvidXchange](#)

LEGAL NAME FLORES, SYLVIA MABEL (1099-7)	DEFAULT VENDOR PAYMENT ACCOUNT	VENDOR BILL - PURCHASE ORDER AMOUNT TOLERANCE
BALANCE 0.00 (USD)	FEDERAL TAX CLASSIFICATION Individual/sole proprietor or single-member LLC	VENDOR BILL - PURCHASE ORDER QUANTITY DIFFERENCE
UNBILLED ORDERS 0.00 (USD)	TAX ID [REDACTED]	VENDOR BILL - ITEM RECEIPT QUANTITY TOLERANCE
<input type="checkbox"/> 1099 ELIGIBLE	[REDACTED]	VENDOR BILL - ITEM RECEIPT AMOUNT TOLERANCE
<input type="checkbox"/> 1099-MISC		VENDOR BILL - PURCHASE ORDER QUANTITY TOLERANCE
		VENDOR BILL - ITEM RECEIPT QUANTITY DIFFERENCE

VIEW * BILLING STATUS TYPE

Default Either ▼ Bill Payment ▼

		<input type="button" value="New Purchase Order"/>	<input type="button" value="New Bill"/>						
Edit	1/11/2024	3235	-13,080.00	(\$13,080.00)	0	Approved	No	No	No
Edit	11/15/2023	3020	-10,200.00	(\$10,200.00)	0	Approved	No	No	No
Edit	10/17/2023	2875	-23,925.00	(\$23,925.00)	0	Approved	No	No	No
Edit	9/29/2023	2773	-25,275.00	(\$25,275.00)	0	Approved	No	No	No

  Actions

EXHIBIT G

[Exhibit G (Sylvia Flores Severance Agreement) will be made available to OUSD Board upon request]

EXHIBIT H



5.1 AMPS Spending Limits and Guidelines - update 2023

Approval is required for purchasing goods and or services on behalf of Amethod Public Schools . The limits and guidelines outlined below apply to all purchases, regardless of what process was used for the transaction. This policy also applies to the signing of contracts, purchase orders, reimbursement claims, and organization credit cards.

Approver Responsibilities

The approver’s responsibility is to verify that purchases are appropriate for the funding source and are for the benefit of AMPS. Additionally, the approver cannot be an approver of his/her own purchases.

The approver is required to review all purchases including contracts, purchase orders, reimbursement claims and, ensures that itemized receipts, and any supporting documentation is provided. The approver certifies all expenses and signs the appropriate document. The **only** positions authorized to make purchases on behalf of AMPS are listed below and are required to follow these guidelines.

When an authorized AMPS employee spends/approves funds on behalf of AMPS, including signing contracts and POs, the approver **must** add the expense and resource code for the transaction. AMPS employees are responsible for receiving approval from the budget owner (Site Leaders/Department Director), **prior to expenditures**. All spending limits pertain to single purchases and cannot be divided to circumvent the per limit transaction amount. This type of process is called a “split transaction” and is strictly not allowed. Curriculum cannot be purchased unless approved by a C-level manager and is within the approved budget for the current fiscal year.

The Finance Department will periodically monitor spending patterns with vendors to determine where contracts or purchase agreements need to be established.

Spending/Authorization Limit	Spending/Authorized Approver
up to \$2,500	External Affairs & Facilities Manager
up to \$5,000	Site Directors & Home Office Directors
up to \$25,000	Chief Academic Officer, Chief Operations Officer, Chief Financial Officer and Director of Finance
up to \$100,000	Chief Executive Officer
up to \$100,000	AMPS Board Chair
\$100,001+	Full AMPS Board (vote required) email vote is acceptable

EXHIBIT K

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made effective on **Nov 1, 2023**, by and between **Amethod Public Schools** (the "Company") and **J&V Integrated Strategies LLC** ("Consultant").

1. **Consulting Relationship.** During the term of this Agreement, Consultant will provide consulting services to the Company as described on Exhibit A hereto (the "Services"). Consultant represents that Consultant is duly licensed (as applicable) and has the qualifications, the experience and the ability to properly perform the Services. Consultant shall use Consultant's best efforts to perform the Services such that the results are satisfactory to the Company.

2. **Compensation.** As consideration for the Services to be provided by Consultant, the Company shall pay to Consultant a total fee of \$118,000 according to the following schedule:

- a. \$11,800 due upon execution of this agreement
- b. \$8,850 due on the 1st of each month following a month of services rendered for a total of 12 payments beginning Dec 1, 2023 and ending on November 1, 2024.

Consultant anticipates the Charter Renewal Decision Meeting will take place in October, 2024 hence the 12 month proposal. Should the timeline extend and the Company request that additional services be rendered, an amendment to this contract would be needed and compensation would increase to reflect those changes.

3. **Expenses.** Consultant shall not be authorized to incur on behalf of the Company any expenses and will be responsible for all expenses incurred while performing the Services except as expressly specified in Exhibit B hereto unless otherwise agreed to by the Company's Chief Executive Officer. As a condition to receipt of reimbursement, Consultant shall be required to submit to the Company reasonable evidence that the amount involved was both reasonable and necessary to the Services provided under this Agreement.

4. **Term and Termination.** Consultant shall serve as a consultant to the Company for a period commencing on the date hereof and terminating on the date Consultant completes the provision of the Services to the Company under this Agreement.

Notwithstanding the above, either party may terminate this Agreement at any time upon three (3) business days' written notice. In the event of such termination, Consultant shall be paid for any portion of the Services that have been performed prior to the termination.

Should either party default in the performance of this Agreement or materially breach any of its obligations under this Agreement, including but not limited to Consultant's obligations under the Confidential Information and Invention Assignment Agreement between the Company and Consultant referenced below, the non-breaching party may terminate this Agreement immediately if the breaching party fails to cure the breach within three (3) business days after having received written notice by the non-breaching party of the breach or default.

5. Independent Contractor. Consultant's relationship with the Company will be that of an independent contractor and not that of an employee.

6. Method of Provision of Services. Consultant shall be solely responsible for determining the method, details and means of performing the Services. Consultant may, at Consultant's own expense, employ or engage the services of such employees, subcontractors, partners or agents, as Consultant deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the Company, and Consultant shall be wholly responsible for the professional performance of the Services by the Assistants such that the results are satisfactory to the Company.

a. No Authority to Bind Company. Consultant acknowledges and agrees that Consultant and its Assistants have no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company.

b. No Benefits. Consultant acknowledges and agrees that Consultant and its Assistants shall not be eligible for any Company employee benefits and, to the extent Consultant otherwise would be eligible for any Company employee benefits but for the express terms of this Agreement, Consultant (on behalf of itself and its employees) hereby expressly declines to participate in such Company employee benefits.

c. Withholding; Indemnification. Consultant shall have full responsibility for

applicable withholding taxes for all compensation paid to Consultant or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements. Consultant agrees to indemnify, defend and hold the Company harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on the Company by the relevant taxing authorities with respect to any compensation paid to Consultant or its Assistants.

7. Supervision of Consultant's Services. All of the services to be performed by Consultant, including but not limited to the Services, will be as agreed between Consultant and the Company's CEO or designee. Consultant will be required to report to the CEO or designee monthly to assess the progress of the Services performed under this Agreement.

8. Consulting or Other Services for Competitors. Consultant represents and warrants that Consultant does not presently perform or intend to perform, during the term of the Agreement, consulting or other services for, or engage in or intend to engage in an employment relationship with, companies whose businesses or proposed businesses in any way involve products or services which would be competitive with the Company's products or services, or those products or services proposed or in development by the Company during the term of the Agreement (except with advance written approval by the Company). If, however, Consultant decides to do so, Consultant agrees that, in advance of accepting such work, Consultant will promptly notify the Company in writing, specifying the organization with which Consultant proposes to consult, provide services, or become employed by and to provide information sufficient to allow the Company to determine if such work would conflict with the terms of this Agreement, including the terms of the Confidentiality Agreement, the interests of the Company or further services which the Company might request of Consultant. If the Company determines that such work conflicts with the terms of this Agreement, the Company reserves the right to terminate this Agreement immediately. In no event shall any of the Services be performed for the Company at the facilities of a third party or using the resources of a third party.

9. Confidential Information Agreement. Consultant agrees to hold in trust and confidence all Confidential Information and will not disclose to others, directly or

indirectly, any Confidential Information or anything relating to such information without the prior written consent of the Company, except as may be necessary in the course of delivering agreed upon Services for the Company.

10. Conflicts with this Agreement. Consultant represents and warrants that neither Consultant nor any of the Assistants is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Consultant represents and warrants that Consultant's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Consultant in confidence or in trust prior to commencement of this Agreement. Consultant warrants that Consultant has the right to disclose and/or use all ideas, processes, techniques and other information, if any, which Consultant has gained from third parties, and which Consultant discloses to the Company or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Consultant agrees that Consultant shall not bundle with or incorporate into any deliveries provided to the Company herewith any third party products, ideas, processes, or other techniques, without the express, written prior approval of the Company. Consultant represents and warrants that Consultant has not granted and will not grant any rights or licenses to any intellectual property or technology that would conflict with Consultant's obligations under this Agreement. Consultant will not knowingly infringe upon any copyright, patent, trade secret or other property right of any former client, employer or third party in the performance of the Services.

11. Miscellaneous. Any term of this Agreement may be amended or waived only with the written consent of the Company.

1. **Sole Agreement.** This Agreement, including the Exhibits hereto, constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

2. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email or fax (upon customary confirmation of receipt), or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or fax number as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

3. **Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

4. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

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

6. **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

Signature Of Consultant:



Jorge Arellano

Date: 11/1/23

Accepted and Agreed to by Amethod Public Schools

By _____

Date: _____

Name:

Title:

EXHIBIT A - SERVICES

Service 1: Community Organizing in service of Charter Renewals

- **Identify, train and develop parent leaders in the principles and practices of community organizing**
 - Attend and recruit parents from current parent engagement systems at each school (cafecitos, conferences, etc).
 - Provide trainings for **all** parents to understand the Oakland and Richmond educational landscape, know key decision makers, and the power of community to influence outcomes
 - Conduct 3-5 one-on-one relational meetings every week with current and potential parent leaders to build organizing capacity and engagement
 - Actively engage AMPS parents in further investing in their leadership skills by building their organizing capacity through training and coaching
- **In collaboration with parent leaders and AMPS staff, develop and implement a strategy and project plan for successful charter renewals**
 - Train and coach parent leaders to facilitate research meetings and provide testimony during research meetings with authorizing board members
 - Plan and coordinate research meetings with authorizing board members
 - Celebrate parent leaders for their organizing work
 - Provide a training to go over charter renewal strategy and timelines for the fall
 - Train and coach parent leaders to provide public testimony and to ensure a high turnout during charter hearing and renewal meetings



HONOR HARD WORK

Amethod Public Schools
Board Item Overview

Date: 11/15/23

Subject:

Approval of Approval of J & V Integrated Strategies LLC Consulting

Action:

Checked box

Information:

Unchecked box

Committee:

Unchecked box

RECOMMENDATIONS:

Staff recommends the approval of the proposal with J&V. By approving the proposal, staff will continue the progress and roll out of the California Community Schools Partnership Program (CCSPP) Grant.

The California Community Schools Partnership Program Implementation Grant funds are to be used to support the establishment of new community schools and/or the expansion or continuation of existing community schools. The purpose of the CCSPP Grant supports the AMPS efforts to offer comprehensive community wide program and allows AMPS to partner with community based agencies to align community resources to improve services to staff, families and students. These partnerships will provide an integrated focus on academics, attendance, health and social services, and community engagement.

SUMMARY OF PREVIOUS BOARD DISCUSSION AND ACTION:

- California Community Schools Partnership Program Implementation Grant RFP released by the California Department of Education January 23, 2023.
AMPS CEP provided informatio of the intent for AMPS to respond to the CCSPP RFP and submit an application.
AMPS CEO provided a preview and update regarding the AMPS opportunity in early March 2023 and discussed opportunities for CCSPP Partnerships.
CCSPP awardees announced in May 2023.
AMPS CEO announced that the California Department of Education awarded \$7.6 Million dollars to AMPS for the CCSPP program.
CEO reviewed and updated the AMPS CCSP submission and secured partnership with LEAF, J&V Integrated Strategies, Relay Education and Lexia Learning
CEO discusses the partnerships in preparation for the October board meeting.

SUMMARY OF KEYS ISSUES:

AMPS is dedicated to strengthening its six community schools to ensure every child has access to a high-quality education that responds comprehensively and holistically to all of their needs. While AMPS schools have all four community school pillars in place, which are Integrated support services, Family and community engagement,

	<p>Collaborative leadership and shared decision-making; and Extended/expanded learning time; the specific pillars that would be expanded through an implementation grant are integrated student supports, family and community engagement, and extended learning time and opportunities. The proposed services are based on the following theory of action: by implementing services focused on three strategic areas: (1) Family and community engagement (2) extended learning time and opportunities, and (3) Integrated support/service coordination, AMPS schools will be supported to (a) improve students attendance and wellbeing, a necessary focus to enable, (b) an improvement in student core subject proficiency outcomes.</p>
<p>FISCAL ANALYSIS :</p>	<ul style="list-style-type: none"> ● \$7.6 million grant awarded to AMPS for the CCSPP Implementation Grant ● Grant requires a 1/3 match of grant total from AMPS ● Grant timeline commencement 2023- 2028 with an option to apply for an additional \$500,000 for an extra 2 years
<p>ATTACHMENT(S):</p>	<p>J &V Proposal</p>

EXHIBIT L

**CONSULTING AGREEMENT BY AND BETWEEN LATINO EDUCATION AND ADVANCEMENT FOUNDATION
(LEAF) AND AMETHOD PUBLIC SCHOOLS (AMPS)**

This agreement (the “**Agreement**”) is made on November 1, 2023, by and between Latino Education and Advancement Foundation (“**LEAF**”) and Amethod Public Schools (“**AMPS**”) (collectively referred to as “**Parties**”). AMPS wishes to retain LEAF in support of the work its entire school community and in consideration of the mutual covenants contained herein and the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capacity. AMPS hereby retains LEAF on a non-exclusive basis with respect to the business of the identified services in Exhibit A (the “Business”) during the Term, and LEAF hereby accepts such duties, all effective as of the date of this Agreement and upon the terms and subject to the conditions set forth herein.
2. Duties. During the Term, LEAF shall perform such consulting services as may be reasonably specified from time to time by AMPS (the “Consulting Services”), subject to the requirement that LEAF shall comply at all times with all applicable laws. The Consulting Services may include, without limitation, as described in the attached Exhibit A. In connection with the rendering of the Consulting Services, LEAF shall provide to AMPS; (i) upon the AMPS’s written request, all information, documents and other materials relating to the Consulting Services; and (ii) such other oral and/or written reports regarding Consulting Services as the AMPS may from time-to-time request.
3. Availability; Location. During the Term, LEAF shall be reasonably available to render the Consulting Services on such business days and times to be requested by AMPS and approved by LEAF. AMPS will provide a working space for LEAF to use in the engagement of duties, assignments and meetings pertaining to the project.
4. Confidential Information. Except for where such disclosure is necessary and authorized by AMPS, LEAF shall keep in strict confidence, and shall not, directly or indirectly, at any time during or after the Term, disclose, furnish, disseminate, make available or, except in the course of performing his duties hereunder, use any trade secrets or confidential business and technical information of AMPS, including, without limitation, facts as to when or how LEAF may have acquired such information (collectively, “Confidential Information”).
 - A. Upon the termination of the Agreement, or sooner if requested by AMPS, LEAF shall return to AMPS, in good condition, all property of AMPS, including, without limitation, the originals and all copies of any materials which contain, reflect, summarize, describe, analyze or refer or relate to any items of information listed in this Agreement.
2. Assignment. This Agreement shall inure to the benefit of, and shall be binding upon, AMPS and its successors and assigns.
3. Indemnification. AMPS will indemnify, defend, and hold LEAF free and harmless from any obligations, costs, claims, judgments, attorneys’ fees, and attachments arising from, growing out of, or in any way connected with services provided by LEAF for AMPS under the terms of this Agreement, unless and only to the extent that an arbitrator finds that LEAF has committed gross negligence or willful misconduct in the conduct of the Services and holds LEAF liable in whole or in part. Notwithstanding anything to the contrary in the foregoing sentence, LEAF shall indemnify, defend, and hold AMPS free and harmless from any obligations, costs, claims, judgments, attorneys’ fees, and attachments suffered by AMPS as a result of a third party legal action caused by the gross negligence or willful misconduct of LEAF; provided that such acts or omissions by LEAF were taken without the approval or acquiescence of AMPS or an agent designated for this purpose by AMPS.

4. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, including any dispute relating to interpretation of or performance under the Agreement (“Dispute”), shall be resolved in the manner set forth in this Section 13, which shall be in lieu of litigation in any court, and the Parties specifically waive any right to a jury trial of any dispute between them.
5. Negotiation. The Parties will attempt in good faith to resolve the Dispute promptly by negotiations between senior representatives of the Parties who have authority to settle the Dispute (each, a “Representative”).
6. Intellectual Property.
 - A. Pre-Existing. Each Party retains all rights of any nature in intellectual property, including without limitation, any patent, inventions, industrial design, trademark, copyright, proprietary information, design, process, method, technique, procedure, manuals, and know-how (collectively, “Intellectual Property”) that the Party or its subsidiaries or affiliates owned before the Commencement Date (“Pre-Existing Intellectual Property. Each Party understands and agrees that no title to or ownership of a Party’s Pre-Existing Intellectual Property, or any part thereof, is transferred to the other Party as a result of this agreement.
 - B. Newly Created. To the fullest extent possible, each Party will retain ownership rights in any Intellectual Property newly created, conceived or developed in connection with the Project (“Newly Created Intellectual Property”), and grants to the other Party a fully paid up, worldwide, non-exclusive, non-sublicensable license to use that Party’s Newly Created Intellectual Property. In the event that (1) one Party modifies or creates derivative works from the other Party’s Intellectual Property such that it is difficult to identify separately the Newly Created Intellectual Property from the other Party’s Pre-Existing Intellectual Property, or (2) the Parties jointly create or conceive of the Newly Created Intellectual Property in connection with the Project, the Parties agree that they will establish, in a writing signed by both Parties, the terms and conditions of ownership and use of the Newly Created Intellectual Property before either Party may publish, distribute, make publicly available, license to third parties, or otherwise use the Newly Created Intellectual Property.
7. Term. The term for this proposal is detailed in Exhibit A, Section I labeled “Term”. The period from the effective date of the Agreement until it is terminated, is sometimes referred to herein as the “Term.” If the effective date of the Agreement occurs other than on the first day of the applicable calendar month, or if the termination of the Agreement occurs other than on the last day of the applicable calendar month, then the fee payable to LEAF pursuant to Section 6 below for such month(s) shall be pro-rated accordingly. The Agreement shall commence as of the date first written above and shall terminate on the date identified by AMPS of June 30, 2025. Services will commence as agreed upon by AMPS and detailed in Exhibit A. Should any of the parties seek to an early termination, such action will be in accordance pursuant to the Early Termination provisions set forth in Section 9 herein, which shall be considered “Early Termination.”
8. Compensation. As consideration for providing the Services, AMPS shall pay to LEAF as follows:
 - A. This will be a 19-month contract for a total of \$260,000.
 - B. AMPS shall pay LEAF \$130,000 for the first 12 months of service starting on November 1, 2023 - Through October 31, 2024.
 - C. For the 2024-25 academic year, AMPS will be LEAF a total of \$130,000 for the months of

November 1, 2024 – June 30, 2025

- D. \$16,250 beginning due on 12/1/24.
- E. Payment due at the end of the month
- F. Late payments and any overdue amounts under this Agreement will be charged a rate of 18.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

- 9. Should at any time, AMPS request to adjust the Agreement that will increase expenses or time allotted, the consulting fee will be subject to change depending on the services requested. Any changes in the consulting fee will be communicated to AMPS with prior written approval.
- 10. All invoices will be sent to the AMPS Accounts Payable (EMAIL) and to the AMPS Finance Department at (EMAIL). AMPS agrees to send payment to the remittance email address, below and located on the invoice:

Mail:

LEAF
Accounts Payable: ap@leafca.org

- 11. Early Termination. Either party may terminate this agreement immediately and without prior notice if the other party materially breaches any of its obligations under this agreement, subject to any cure periods specified elsewhere in this agreement. LEAF and AMPS shall each have the right to end the Term of Services early by providing written notice to the other party at least thirty (30) days in advance of the termination date, and such termination shall be subject to render all or any payments or reimbursements due by the set termination date.
 - a) **Payment:** Upon early termination, the terminating party shall pay any outstanding fees, costs, or other financial obligations as per the terms of this agreement up to the effective termination date.
 - b) **Return of Property:** The party terminating the agreement shall promptly return any property, documents, or assets belonging to the other party, and the other party shall likewise return any property, documents, or assets belonging to the terminating party.
 - c) **Liabilities:** The parties shall remain liable for any obligations or liabilities that have accrued up to the date of termination.
 - d) **No Waiver of Rights:** Early termination shall not waive any rights or claims the parties may have against each other as specified in this agreement.
 - e) **Survival:** Sections of this agreement that, by their nature, should survive termination, shall continue to be in effect, including but not limited to confidentiality, intellectual property rights, and dispute resolution provisions.
- 12. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.
- 13. Modifications. No change, amendment or modification of this Agreement shall be valid unless it is in writing specifically referencing this Agreement and signed by all the parties hereto. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom it is

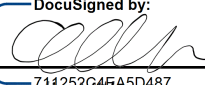
sought to be enforced. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement or understanding at a future time.

14. **Severability.** If any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably to affect the intent of the parties hereto. The parties hereto shall use their reasonable best efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business, and other purposes of such void or unenforceable provision.
15. **Governing Law.** This Agreement is governed by and construed and enforced in accordance with the laws of the State of California, without regard to principles of conflicts of law.
16. **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
17. **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or when dispatched by electronic facsimile transfer (if confirmed in writing by mail simultaneously dispatched), one business day after having been dispatched by a nationally recognized overnight courier service or three business days after having been deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States Mail to the appropriate party at the address specified below:
 - A. **If to AMPS:** **Evelia Villa; CEO**
1450 Marina Way South Richmond, CA 95801
 - B. **If to LEAF:** **Brittany Alvarez, Executive Director**
300 S. 1st Street, Suite 211, San Jose, CA 95113
18. **Construction.** Where the context so indicates, the masculine shall include feminine and neuter, the singular shall include the plural and the plural shall include the singular. When a reference is made in this Agreement to a Section, such reference is to a Section of this Agreement unless otherwise indicated. The parties hereto have been represented by counsel during the negotiation, preparation, and execution of this Agreement and therefore, hereby waive, with respect to this Agreement, the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.
19. **Entire Agreement.** This Agreement contains all of the promises, agreements, conditions, understandings, warranties and representations between the parties hereto with respect to the subject matter hereof. This Agreement is intended by the parties hereto to be an integration of any and all prior agreements or understandings (other than those identified above), oral or written, with respect to the subject matter hereof.
20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

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

IN WITNESS WHEREOF, the parties have executed this Consulting Agreement as of the date and year first above written.

LEAF
By: 
Brittany Alvarez
Executive Director

AMPS
DocuSigned by:
By: 
Evelia Villa
Chief Executive Officer

Date: 12/20/2023

11/15/2023
Date: _____

LEAF Workshops (School Based Programs)

Exhibit B

School wide workshops	Topics	Description/Notes	Sessions/Length	Proposed Dates	Des
Family Workshops <i>(Sessions are designated between the target populations of the AMPS regulatory committees; Family Staff Team (FST), and General Sessions (GS) for all families.</i>					
Public Charter School 101 <i>(All Grade Levels)</i>	<ul style="list-style-type: none"> Charter history overview Key Differences Compare governance. Accountability Advocacy 	<p>Many times, families who enroll their children into public charter schools do not fully grasp the unique differences between traditional schools and public charter schools. These sessions will introduce the key concepts between both traditional public schools and public charter schools. Topics such as attendance, enrollment, autonomy, accountability, governance, and practice will be discussed. Parents who serve on regulatory school committees (i.e. FST, LCAP,) for the charter school will be aware of the perils of these and other issues that comprise charter school accountability in CA.</p>	<p>(2) In Person sessions (65) Minutes + (2) Follow Up Mtgs:</p> <ol style="list-style-type: none"> <i>(1) in per session per school in Oakland (GS)</i> <i>(1) session per school in Richmond (GS)</i> <i>(2) Two ZOOM Mtgs (FST)</i> 	<p>Early Winter 2024</p> <p>Spring 2024</p>	FST /GS
Attendance Matters <i>(All Grade Levels)</i> <u>Absenteeism Skyrockets</u> <u>Countering Chronic Absenteeism</u>	<ul style="list-style-type: none"> Legal responsibility of parents Funding tied to attendance Research Seat time V non Seat time Pre and Post covid attendance issues Interventions 	<p>It's well established that chronic absenteeism has skyrocketed since the pandemic. But a new analysis of federal data shows the problem may be worse than previously understood. The analysis, <i>from Attendance Works and the Everyone Graduates Center</i> at Johns Hopkins University, shows a fivefold increase in the percentage of elementary and middle schools with extreme rates, where at least 30% of students are chronically absent. Attendance is also the main driver to the state public schools finance model. Parents who serve on the regulatory committees for AMPS will learn more about the negative impacts on students, short and long term, and on the implications for the public charter school.</p> <p>We will learn some ideas and interventions that can be performed at the school level to counter this dilemma.</p>	<p>(4) Sessions</p> <ol style="list-style-type: none"> Zoom Intro Mtg(GS) (1) 65 Minute session for new AMPS families (GS) Total two sessions in Person) (1) session by region (FST) 	<p>Spring 2024</p> <p>Summer / Fall 2024</p> <p>Winter 2023 Spring 24</p>	FST /GS

LEAF Workshops (School Based Programs)

Exhibit B

<p>Dealing with Social Media and school aged kids</p>	<ul style="list-style-type: none"> ● Explore Research ● Impacts on well-being and academics ● How to Monitor ● Communication ● Support 	<p>Today's students face several issues related to social media. Research has highlighted the negative impacts that social media can have on a young child's social, and emotional well-being. For schools who serve many recent immigrants from other countries, it is imperative that the schools present how the usage of social media can impact students short- and long-term performance in school. Workshops will include topics such as: online safety and Privacy, Cyberbullying, Addiction and Screen Time.</p> <p>However, members of Gen Z are incessantly exposed to multimedia elements such as images, videos, and audio, and they engage in interactive games and apps. Therefore, they expect faculty to use technology to make the learning process more engaging and effective. Public schools and parents should work together to educate students on responsible social media use and help them develop digital literacy skills.</p>	<p>(1) General Workshops (GS) (videotaped/or ZOOM)</p>	<p>Spring 2024</p>	<p>GS</p>
<p>Parent Engagement</p>	<p>Engaged:</p> <ul style="list-style-type: none"> ● School ● Support roles At Home & In Community ● Realistic Expectations ● Easy Supports at Home & school 	<p>Many organizations, schools and governmental agencies use terms such as "parent involvement" and "parent engagement" as "catch all" terminology to describe how families need to engage with their children's school. Both terms, along with many others used in educational circles, mean different things and neither are wrong, and their functions are important in education, however, parents in the affluent school tend to form stronger partnerships with their children's schools and tend to be at the school more often, not just for special events, as is common case for working-class parents, and they had wider information-sharing networks than working-class parents, through which they learned how to navigate the school. For these reasons, a "widespread adoption of the general (vanilla) approach could transform cultural diversity into cultural deficiency for the children of working-class parents.</p>	<p>1. (4) Sessions (1) Spring (GS) (1) Intro summer (New) (GS) (2) FST Sessions (Fall)</p>	<p>Spring 24 Summer 24 Fall 24</p>	<p>GS/ FST</p>
<p>Mental Health Matters (MS/HS)</p>	<ul style="list-style-type: none"> ● What is it ● Why it matters. ● Current state (social media) 	<p>ZOOM sessions: An overview designed to equip family members, and caregivers (18 years or older) with the knowledge to identify, understand, and respond to the signs or risk factors of youth mental illness</p>	<p>1. (2) Sessions/Panel Discussions</p>	<p>Spring 24 Summer 24</p>	<p>FST /GS</p>

LEAF Workshops (School Based Programs)

Exhibit B

	<ul style="list-style-type: none"> Adolescence 	and substance use disorders. Attendees will leave with a deeper awareness of the issues kids currently face or will face in teen years and also leave with resources and information about how and where to get help within their communities and schools.			
CA Public School Data (Overview)	<ul style="list-style-type: none"> What is the CA Public School Data Dashboard? Key Functions of the Dashboard Benefits of the Dashboard for Families Using the Dashboard School Search School Performance Overview Demographics Student Performance School Climate Addressing Common Concerns 	Too many times, school's do not review the functions and process of public school data and how it affects school accountability. It matters greatly that low-income Latino and Black families understand the California School Dashboard and accountability because it equips them with the tools and knowledge to advocate for equity, make informed decisions, and actively participate in improving educational outcomes for their children and their communities. This understanding is a catalyst for change and plays a vital role in addressing educational disparities and promoting a fair and equitable education for all. Furthermore, given the process for CA public charter school accountability, specifically renewals, its vital for families to understand the varied data measured by the CA Public Dashboard.	<ol style="list-style-type: none"> (1) 65 Minute GS sessions (1) ZOOM- ALL FST Members 	Spring 2024 Fall 24	GS/ FST
		Staff Training / Workshops <i>* (MTSS) Multi-Tiered Support Systems</i>			
Public Charter School 101 (All Grade Levels)	<ul style="list-style-type: none"> Key Regulations Funding Compare governance. Accountability Advocacy 	Given that many fluctuations of staff and staff turnover currently in education will, we will facilitate a workshop that discusses the main factors affecting a charter school such as : 16 elements, accountability, relationship with authorizer, and staffing of charter school existence due to politics, and accountability measures and understand that charters, unlike the school district model, rely on the parents becoming active in and out of school	<u>(1) Session</u> 1 in person during AMPS Summit	Summer 24 Summer 25	

LEAF Workshops (School Based Programs)

Exhibit B

<p>MTSS Prep Series: Attendance Matters (Solutions)</p> <p>Everyday Labs</p>	<ul style="list-style-type: none"> • Research (8th grade attendance predicts dropouts (Johns Hopkins University) • Engagement Ideas • Competitions/Incentives 	<p>It's well established that chronic absenteeism has skyrocketed since the pandemic. But a new analysis of federal data shows the problem may be worse than previously understood. The analysis, from Attendance Works and the Everyone Graduates Center at Johns Hopkins University, shows a fivefold increase in the percentage of elementary and middle schools with extreme rates, where at least 30% of students are chronically absent. Attendance is also the main driver to the state public schools finance model.</p> <p>Staff will learn some ideas and interventions that can be performed at the school level to counter this dilemma.</p> <p>Interventions:</p> <ul style="list-style-type: none"> • Family Partnerships • Leveraging community partners • Tiered (I&II) attendance intervention • Proactive communications (email & text nudges) • Responsive Systems: identifies truant students for busy educators and sends family-centered truancy letters 	<p><u>(2) Sessions</u></p>	<p>. Fall 2023 Summit 24</p>	
<p>(MTSS Prep) Best Practice Tips Conducting a Home Visit</p>	<ul style="list-style-type: none"> • Understanding Inner City Communities • Ethical Considerations and Professionalism • Safety Precautions • Building Rapport and Communication 	<p>As public schools continue to deal with the issue of chronic absenteeism, some schools will create interventions that may include a home visit by one of the staff. However, schools should carefully plan and communicate the purpose of home visits with parents and guardians, prioritize safety, establish clear guidelines and procedures, and provide ongoing training and support to educators involved in the process. Building trust and positive relationships with families is essential to overcome many of these challenges. This training aims to provide school administrators with the knowledge, skills, and best practices necessary to set up a possible engagement process with at-risk youth and their families, assess their needs, and deliver appropriate support and interventions.</p>	<p><u>(2) Sessions:</u></p> <ol style="list-style-type: none"> 1. (1) Session - for Selected staff 2. (1) session for school leadership at Summit 	<p>Fall 2023 Summer 24</p>	
<p>Charter School Funding Model</p>	<ul style="list-style-type: none"> • Enrollment strategies • Student engagement matters! 	<p>What is the main difference between charter schools Vs traditional Public schools in terms of funding? Where are the weaker points and some of the leverages for charter schools.</p>	<p><u>2 Sessions</u></p> <ol style="list-style-type: none"> 1.(1) Session for School 	<p>Spring 24</p>	

LEAF Workshops (School Based Programs)

Exhibit B

	<ul style="list-style-type: none"> • Why do kids stay? • Autonomy v Flexibility • STRS v 401K 	<p>This course is intended to go hand in hand with budget preparations, especially critical to school leaders and new charter school leaders.</p> <p>Board members will also receive a workshop during the planned retreat.</p>	<p>Administration</p> <p>2.(1) Board (Retreat)</p>	<p>Summer 24</p>	
Student Series					
<p>Mentorship/Alumni support</p>		<p>LEAF will develop and facilitate a mentorship program for AMPs students, engaging AMPs alumni as mentors.</p> <p>The purpose of the mentorship program will be to provide AMPs students with support in the following areas: college and career readiness, career exploration, social-emotional support and belonging in preparation for postsecondary experiences.</p>	<ul style="list-style-type: none"> • Development & prep in Spring 2024 • Mentorship program launch Fall 2024 		
<p>Postsecondary Understanding and Preparation</p>		<p>LEAF will facilitate workshops for students and families to support them in the the understanding of the following:</p> <p>The variety of postsecondary opportunities- including "nontraditional" certificate programs, etc.</p> <p>Financial Aid and the cost of attending various post-secondary programs</p> <p>Preparing for these opportunities while in high school, including social-emotional wellness</p> <p>How to be successful transitioning into college, certificate programs, university, and more</p>	<ul style="list-style-type: none"> • 1-2 times monthly, per school • 2 in person sessions during the year 	<p>Starting in Spring 2024</p>	
		Total	<p>21 Total Family/Staff Workshop Sessions</p>		

Budgets

-
- November 1, 2023, through June 30,202(5) at \$130,000 (per year)
 - A total of \$260,000.00 (Proposal Plan over 2 years 2023-2024, 2024-2025)
 - Consultant will be available for the summer institute as well

EXHIBIT M



FELLOW JORGE LOPEZ

← DIRECTORY | FELLOW PROFILE



JORGE LOPEZ

TITLE

Director of Strategy and Advocacy

ORGANIZATION

Latino Education and Advancement Fund

BIOGRAPHY

Jorge Lopez is an experienced business and non profit leader who has built multiple thriving organizations. As the founder of Amethod Public Schools (AMPS), established a nationally recognized school management organization and academic program that received various honors for exceptional results, including recognition's such as the Federal Department of Education's National Blue Ribbon School Award, multiple California Department of Education (CDE) Title I Academic Achievement Awards, CDE Distinguished School Awards, and the California Charter Schools Association's Charter School of the Year. Jorge is a former member of the California State Board of Education, former member of the state Advisory Commission on Charter Schools (ACCS) and the Department of Education Waiver Committee. Lopez is an Aspen-Pahara Institute Fellow, a National Institute for Latino School Leadership Fellow with UNIDOS US (formerly NCLR). Achievement First Accelerator Cohort fellow, and a National Charter School Resource Center (NCRC) Advisory Group member.



EXHIBIT N

EDUCATION / SCHOOLS

Charter high school gets approval to start in fall 2024

While supporters say additional school options are a benefit to the county, those who oppose it say it duplicates existing services and that it'll divert funds from local schools.

by **Jenny Mendolla Arbizu**

October 8, 2023



Supporters of the San Benito County Polytechnic Academy following its approval. Photo by Jenny Mendolla Arbizu.

Lea este artículo en español [aquí](#).

The San Benito County Board of Education approved the establishment of **San Benito County Polytechnic Academy** charter high school in a 3-1 vote in a special meeting held Oct. 5 at the Hollister Veterans' Memorial Building.

Over 200 members of the public were present, and noticeably divided—a sea of red Baler attire filled the 80 plus seats on the right side of the aisle with teachers, staff and administration from the San Benito High School District and Hollister High School; advocates and administration for the charter school sat across from them. The board's decision came after a 90-minute public comment period with over 20 people sharing their opposition or support of the school.

The decision comes four months after a petition for the charter school was submitted to the office of education where San Benito High School District and Aromas-San Juan Unified School District superintendents voiced their opposition for the school.



Approximately 200 people filled the Hollister Veterans' Memorial Building awaiting the SBC Board of Education's decision on the charter high school. Photo by Jenny Mendolla Arbizu.

Polytechnic Academy Board President Dr. Ariel Hurtado previously told BenitoLink the school will offer a tuition-free option for “disconnected and low-achieving students, giving them extra support early so that they can succeed academically and personally.”

A week prior to the Oct.5 meeting, both districts' superintendents, board presidents, teachers union, sent a joint opposition letter to the board asking for the petition to be denied saying existing districts already offer the services the charter school is proposing and that it would divert funds from public schools.

San Benito High School District Director of Student Support Services Emmanuel Neilson said countywide charter schools are meant to provide services that are not generally provided by the county office of education

“The program proposed by the petitioners seems to serve the same populations and provide the same instructional services already provided by San Andreas High School: a continuation high school housed, staffed, provided by the San Benito County Office of Education, in partnership with the San Benito High School District,” he said.

While Jorge Lopez, executive director for San Benito County Polytechnic Academy, said the plan is to “serve kids that are disconnected,” others in favor of the school expressed a greater need for the school beyond a continuation program.

Robert Bernosky, who served on the Hollister School District and North County Joint Union School District boards, told the board he feels there is a demand for a charter high school in the county, not only to allow the community the choice of a non-traditional high school, but to also relieve Hollister High School from its student over capacity. The high school has an enrollment of over 3,500 students.

“While a high school has a primary responsibility to meet that demand, unfortunately the legislature places handcuffs on traditional schools that it does not place on charters, so the charters can provide what traditional schools cannot,” he said. “[Hollister High School] has a capacity problem; we’ve known that for decades. We don’t need one new high school; we need two high schools.”

Other concerns raised about the charter school were the petition’s lack of detail on the school’s location, whether it will meet its specialized staffing needs, how it will meet the needs of students that qualify for specialized programs such as special education, English language learners, electives, mental health programs and the financial impact on the existing programs and jobs at Hollister High School and Anzar High School.

San Benito High School District Superintendent Shawn Tennenbaum said the “lives of the teachers, staff, students and our community” will be financially impacted with the approval of the charter because the loss of revenue for the district would also mean a loss of services, programs, jobs and teachers.

“Because San Benito High School is a unique district, we have one high school, we will not be able to absorb a shift in this magnitude regarding the fiscal impact,” Tennenbaum said. “We cannot spread the impacts among multiple schools. We are a single school district, thus they’ll be more acute.”





San Benito High School District Superintendent Shawn Tennenbaum expressed his concerns over the impending approval of SBC Polytechnic Academy. Photo by Jenny Mendolla Arbizu.

Following the public statements and a 10-minute break, the board reconvened with comments and questions from trustees Reb Monaco and Rodney Bianchi.

“I fail to really see what this high school is providing that is not already provided,” Monaco said, and expressed concern over the charter’s petition being vague in addressing the overall operation of the high school.

Bianchi disagreed.

“I’ve reached out to people and I really wanted a negative impact on what their opinion was on this charter school and I tell you, I didn’t find it,” Bianchi said. “All I can go by right now is what is in this book, and what their proposal is, [it] is pretty impressive.”

Board President Drew McAulister recused himself from the vote at the start of the meeting to avoid any appearance of conflict or impropriety,” noting his employer, Tarkett, has an existing contract with San Benito High School District and that he earns commission from its contracts.

Reb Monaco was the lone no vote.

BenitoLink reached out to Tennenbaum for comment following the approval but has not received a response.

Hurtado told BenitoLink following the approval that he was aware of the challenges that are faced by parents and educators as he went through the educational system.

“My vision is for students to have the choice to pick their path in their educational endeavors and have a positive impact on our community,” he said. “It is my dream that these students will continue onto careers in the fields of construction trades, medicine, and agriculture. Our work here has begun, and I pray that we can come together as a community to support our greatest asset, our children.”

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OCHS Corrective Action Plan submitted to OUSD on December 12, 2024



LAW OFFICES OF YOUNG • MINNEY • CORR LLP

PAUL C. MINNEY ESQ.

FOUNDER/PARTNER ■ ATTORNEY AT LAW

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DECEMBER 12, 2024

VIA: ELECTRONIC MAIL ONLY
KELLY.KRAGARNOLD@OUSD.ORG

Kelly Krag-Arnold, Director
Oakland Unified School District
Office of Charter Schools
1011 Union Street
Oakland, CA 94607

**Re: Amethod Public School’s Response to Oakland Unified School District’s
Oakland Charter High School Section 47607(e) Notice Approved by Board
Nov. 13, 2024**

Dear Ms. Krag-Arnold:

Amethod Public Schools (“AMPS”) is in receipt of Oakland Unified School District’s (“OUSD”) Section 47607(e) Notice for Oakland Charter High School, which was approved by the OUSD Board on November 13, 2024 (“Notice”). AMPS’s Board has asked me to respond on its behalf.

As you are aware, AMPS worked cooperatively and transparently with OUSD in responding to its initial letter of inquiry on March 5, 2024. That letter of inquiry raised issues which have clearly been refuted by AMPS (e.g., that Sylvia Flores “filed a large claim” against AMPS; that the former CEO Jorge Lopez was acting as a “representative of LEAF”; that Jorge Lopez was providing services to AMPS with “no evidence that the required services were being provided”; that the former CEO Jaime Mata was released in relation for raising concerns¹, etc.) Thereafter, six months went by before AMPS heard from OUSD. In your August 28, 2024 Letter of Inquiry you asked a series of new questions and asked for new information and documentation. AMPS again timely and transparently responded.

¹AMPS has demonstrated that it has more than sufficient cause to release Mr. Mata and that Mr. Mata did not raise any concerns with AMPS operations (indeed he signed an audit management letter stating he had no concerns) until AFTER he was aware that AMPS had concerns with his performance and was being placed on administrative leave for, among other things, hiring a CFO with a criminal record for theft (and concealing that information from the Board) and ignoring a Board directive to have the CFO contract approved by the Board, and engaged in conflicts of interest in directing AMPS to hire his daughter. (See, AMPS April 2, 2024, Response to the OUSD Notice of Inquiry.)

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Despite AMPS's consistent efforts to engage with OUSD and provide clear explanations, OUSD continues to lodge conflict of interest allegations against AMPS's former and current CEOs. These allegations focus on a single contract that was not approved by the Board, yet OUSD has failed to present any direct evidence to substantiate its claims. In fact, the District acknowledges this lack of evidence, stating that the "District does not have direct evidence regarding the negotiation process with EdNova" (Notice, p. 4.). And then stemming from these unfounded claims and with no evidence of AMPS's Board failure in any regard or knowledge of any wrongdoing, OUSD concludes that the AMPS Board breached its fiduciary duties and asserts systemic failures within the organization. AMPS firmly rejects these accusations and reaffirms its commitment to integrity, transparency, accountability, and sound governance. AMPS presents the below corrective action plan ("CAP") which clearly demonstrates its commitment to operational excellence, compliance and accountability.

I. Leadership Adjustments

AMPS recognizes the value of strong leadership in maintaining confidence and ensuring accountability. Over the past nine months, AMPS has implemented numerous positive changes to its leadership structure and organizational practices, reflecting its commitment to operational excellence and governance improvement. These changes include the introduction of new administrators, enhanced oversight mechanisms, new policies and procedures, and a renewed focus on transparency and collaboration. Moreover, Adrienne Barnes, Chief Operations Officer, and Kimberly Palmore, Senior Director of Finance & Administration are both CSDC and CASBO-trained and certified leaders. Building on this progress, in response to OUSD's concerns, AMPS is committed to the following:

- 1. CEO Transition:** Tomorrow December 13, 2024, AMPS will hold a special meeting at 5pm to appoint an Interim CEO. We will update you on the Interim CEO after the meeting.
- 2. Mutual Agreed Upon Leadership Coach/Advisor:** By April 1, 2025, AMPS will retain an Executive Administrator who is mutually agreed upon by OUSD and AMPS. The person will be a current, retired, or former administrator of a successful charter school or former successful school district superintendent or administrator that served a similar student demographic as AMPS.
- 3. Nationwide CEO Search:** AMPS will conduct a nationwide search in the spring of 2025 to find a permanent Chief Executive Officer. The search will prioritize candidates with expertise and experience in successful public school leadership; AMPS will be looking for a candidate with the vision to lead AMPS effectively, strengthen governance, and support the success of all students and staff.
- 4. Advisory Committee:** To further support leadership, no later than March 1, 2025, AMPS will also establish an advisory committee to the Chief Executive Officer, providing additional perspectives and guidance to ensure alignment with organizational goals. The Advisory Committee will be comprised of the following administrative

officers with a focus on compliance: Chief Operations Officer, Chief Academic Officer, Chief Strategy and Compliance Officer, and one member of the AMPS Board.

- 5. Expenditure Oversight:** No later than January 15, 2025, AMPS shall revise its fiscal policies to ensure that all contracts in excess of \$50,000 are required to be approved by the Board. Additionally, the current policy will be revised so that all employment contracts over \$100,000 will go to the Board. These adjustments reflect a commitment to tighter fiscal controls and increased oversight of significant financial decisions.

II. Governance Enhancements

AMPS's Board has consistently exercised its fiduciary responsibilities in accordance with nonprofit governance standards, California law, and AMPS policies. While AMPS disagrees with OUSD's assertion that its Board failed to exercise proper oversight (e.g., the contract that is at the heart of OUSD's Notice [i.e., EdNova] was never brought to the Board's attention), the organization remains committed to implementing additional governance measures to strengthen accountability and compliance. To assuage any remaining concerns, AMPS is willing to make significant changes to its Board structure as follows.

- 1. Board Leadership Changes:** At the December 11, 2024, Board meeting Gilbert Lopez stepped down as Board Chair, and Edgar Quiroz (prior Vice Chair) assumed the position. Mr. Quiroz brings over 30 years of leadership experience in Bay Area organizations, coupled with strong academic credentials, including a Master's Degree in Public Health from UC Berkeley and a Bachelor's Degree in Ethnic Studies and Social Welfare from San Francisco State University, where he graduated Magna Cum Laude. Additionally, his completion of the Executive Leadership Program at Harvard Business School equips him with strategic oversight and organizational leadership skills. As Board Chair, Edgar will focus on strengthening governance, supporting AMPS's leadership, and fostering a commitment to serving all students effectively.
- 2. New Board Members:** AMPS will conduct a comprehensive needs assessment of its Board, facilitated by BoardOnTrack (<https://boardontrack.com/>), by January 31, 2025. This will identify strengths and areas for growth in recruiting any new Board members should Board vacancies arise. AMPS will adopt the BoardOnTrack recommendations and consider further Board training and development. Further, AMPS will use this needs assessment to initiate a robust search for new board members with strong professional connections, educational backgrounds, and the cultural awareness necessary to serve the diverse community effectively.
- 3. OUSD Board Appointment:** AMPS would welcome the replacement of the former OUSD appointee to the AMPS Board pursuant to Education Code Section 47604(c).

4. **Governance Coaching:** By April 1, 2025, AMPS will also engage a governance coach to work closely with the Board and leadership to enhance governance practices and accountability. The person will be a retired or former administrator of a successful charter school or former success school district superintendent or administrator that served a similar student demographic as AMPS. AMPS has already begun connecting with a number of experienced former public school administrators.
5. **Board and Staff Training:** All Board members and administrators will also undergo a mandatory two-day ethics training to reinforce best practices, accountability, and zero tolerance for conflicts of interest. This will be in addition to the required annual Brown Act and Conflicts of Interest trainings (all administrators will attend the Conflicts of Interest training) and best governance practices. These trainings will be supplemented by periodic workshops addressing emerging issues in charter school governance. No later than March 1, 2025, we will also engage Dr. Brian Carpenter who is a recognized national expert in effective board governance for charter schools (<https://www.brianlcarpenter.com/>).

III. Operational/Fiscal Enhancements

AMPS is equally committed to addressing operational concerns and enhancing fiscal accountability. Key plans include as follows:

1. **Forensic Audit:** AMPS will commission KPMG Forensics (<https://kpmg.com/us/en/capabilities-services/advisory-services/forensic.html>) to conduct a forensic audit of conflicts of interest, familial control, and accountability on contractual oversight dating back four school years, underscoring its commitment to transparency and addressing any lingering concerns comprehensively. The audit will be conducted by June 2025. Any contracts found to violate conflict laws or any other law or policy of AMPS will be terminated.
2. **Conflict of Interest Training:** By February 28, 2025, AMPS will conduct comprehensive conflict of interest training for all administrators. This training will reinforce AMPS's zero-tolerance policy regarding conflicts of interest and outline the severe consequences of violating these regulations, which may include termination of employment. Staff will gain a clear understanding of their responsibilities and the importance of maintaining ethical integrity within the organization.
3. **Fiscal Guardrails:** AMPS has implemented new fiscal guardrails to strengthen financial oversight, ensure responsible spending, and mitigate risks. These measures include strict spending limits, scrutinizing every invoice, enhanced approval workflows and approvals, updated policies, and ongoing financial monitoring, which has already begun and will be finalized by July 1, 2025.

4. **Procurement Software:** AMPS is implementing Procurify (<https://www.procurify.com/>), a procurement software system to streamline purchasing processes, ensure proper approvals, enhance transparency, and provide real-time budget visibility. Procurify will be fully implemented by April 1, 2025.
5. **Back-Office Support:** AMPS has already retained a well-known back-office provider to ensure separation of duties, with outsourced accounts payable and accounting staff providing additional layers of oversight and expertise.
6. **New Auditor:** AMPS has already engaged Christy White as its new auditor, anticipating improved responsiveness and accountability in financial reporting and compliance. At present, Christy White is auditing the 2023-2024 school year.
7. **Policy Updates:** In July 2024, AMPS adopted new fiscal policies to reflect its strengthened fiscal practices. A revised version is also being drafted and is expected in January 2025. AMPS will also revise its Conflict of Interest Code to ensure alignment with best governance standards and will approve a Nepotism Policy that is distinct from its Conflict of Interest Code no later than March 1, 2025.
8. **Contract Review:** No later than July 1, 2025, AMPS will conduct a comprehensive review of all current contracts and scopes of work (i.e., all current contracts over \$50,000). Legal counsel will oversee an in-depth examination of current contracts, ensuring compliance and identifying areas for improvement. Counsel will be looking for noncompliance with the contracts, lack of supporting documentation etc. Going forward, professional service providers and independent contractors will have to provide detailed invoices and/or supporting documentation for all work performed for AMPS.
9. **Contract Management Software:** AMPS is implementing a contract management software solution to improve the efficiency of managing contracts, enhance compliance monitoring, and maintain accurate records of contractual obligations. The software will be fully implemented no later than May 1, 2025.
10. **Staff Training:** AMPS will establish training for the finance department and all staff involved in approvals and purchasing processes on updated procedures and provide a school-site finance handbook to ensure compliance at all levels. Training will be ongoing and has already begun.
11. **Vendor Deliverables:** No later than July 1, 2025, AMPS will implement a comprehensive tracking system to ensure proper oversight and accountability for all materials, presentations, and deliverables produced by contractors. This system will standardize the process for collecting, storing, and reviewing work products associated with vendor agreements. It will include:
 - a. **Centralized Repository:** A dedicated platform will be used to store deliverables. This repository will allow authorized personnel to access and review documentation in real-time.

- b. Performance Monitoring: The system will include tracking templates to compare vendor deliverables against contractual obligations. This ensures that vendors fulfill their commitments and deliver value to AMPS.
- c. Contractor Transparency: AMPS will create a standard contract template requiring contractors to submit a summary of work performed, along with supporting materials, on a set schedule.
- d. Periodic Reviews: Administrators and legal counsel will periodically review the repository to assess vendor performance, compliance with contractual terms, and alignment with AMPS's operational goals.

12. Termination of LEAF Contract: While OUSD has acknowledged that there is no evidence to support a conflict of interest in the Latino Education and Advancement Foundation ("LEAF") contract, to avoid all further alleged concerns AMPS has terminated its contract with LEAF which will take effect January 5, 2025.

* * *

Under Education Code section 47607(e), a charter school's renewal may only be denied upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors, or is not serving all pupils who wish to attend, as documented pursuant to Education Code section 47607(d). The law further requires that the chartering authority provide at least 30 days' notice of the alleged violations and a reasonable opportunity to cure the violation through a proposed corrective action plan before it can take action to deny the renewal of the charter school. AMPS's detailed and actionable corrective action plan clearly demonstrates its capability and commitment to resolving any identified issues and successfully continuing to implement its educational program. AMPS respectfully requests that OUSD recognize the sufficiency of the changes provided in this Corrective Action Plan and, as per Section 47607(d), allow AMPS a reasonable opportunity to cure the alleged violations outlined in the Notice.

AMPS looks forward to working collaboratively with OUSD to resolve these matters and to maintain our focus on the success of our students and community.

Very truly yours,
**LAW OFFICES OF YOUNG,
MINNEY & CORR, LLP**



PAUL C. MINNEY
ATTORNEY AT LAW

CC: AMPS Board via email

4871-2009-7533, v. 13