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For more information regarding the content of this material, please contact the Charter Schools Division by phone at 916-322-6029 or by email at charters@cde.ca.gov.

Appendix H: Facilities

- **Facility Lease**
- **Letter of Intent for ADA Voluntary Barrier Removal Loan**
- **Budget for ADA Voluntary Removal Project**

numerator of such fraction shall be the Index in effect on the last day preceding each adjustment date. The monthly rent shall be increased and paid thereafter in accordance with the percentage increase, if any, between such Indices. In no event, however, shall the monthly rent calculated as aforesaid be less than the monthly rent in effect for the immediately preceding year of the term of the Lease, and the fraction, when expressed as a percent, shall not be greater than 5% on an annualized basis.

The monthly rent during the Option term shall be calculated on the same basis.

Should said Bureau discontinue the publication of the above Index, or the compilation of the Index be materially altered, or publish the same less frequently, or vary the method of calculation of same, or alter the same in some other manner, then Lessor shall adopt a substitute Index which is mostly nearly the same or substitute procedure which reasonably reflects and monitors consumer prices, and shall be used to make such calculation. If the Index is changed so that the base year differs from that in effect when the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or, if said Bureau shall not publish the same, then with the use of such conversion factor, formula or table as may be published by Prentice Hall, Inc. or by any other nationally recognized publisher of similar statistical information. In the event Lessor and Lessee cannot agree on such alternative Index, then the matter shall be submitted to the American Arbitration Association in accordance with the then rules of the said Association and a decision of the arbitrators as to the applicable Index shall be binding upon the parties. The cost of said arbitrator shall be paid equally by Lessor and Lessee.

3. Use: The Premises shall be used only for the following purposes: Ross Valley Charter School and its related offices, and all programs and activities normally associated with an elementary school, including summer programs and after school and before school programs.
4. Limitations on Use: The Premises shall not be used for any purpose, other than that specified above without Lessor's prior written consent. Further, Lessee shall not commit or permit any acts on the Premises nor use or permit the use of the Premises in any way that:
 - a) Will increase the existing rates for or cause cancellation of any fire, casualty, liability, or other insurance policy insuring the Premises;
 - b) Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Premises or the building and Lessee's specific use of the same;
 - c) Constitutes the commission of waste on the Premises or the commission or maintenance of a nuisance as defined by the laws of the State of California; or

racism, sexual discrimination, artificial birth control or sex outside marriage; nuclear/chemical warfare material research facility; anti-Catholic propaganda organization; pornography shops and adult bookstores; massage parlors and bath houses, or any use that would contravene the teachings of the Roman Catholic Church. Lessee represents that it is an independent, nonprofit organization that intends to use the Premises for uses related to elementary education. Lessor acknowledges that Lessee shall be solely responsible for determination of the curriculum and education of the students in a school operated on the Premises. Lessee shall, however, use good faith efforts to avoid use of the Premises for any events that would contravene the teachings of the Roman Catholic Church. Subject to the foregoing, nothing in this Lease is meant to influence, restrict, or prohibit the use of Lessee's existing school facilities for any purpose whatsoever. Notwithstanding any provisions of this Lease to the contrary, (i) in no event shall any failure to comply with this Section 4(d) constitute a non-curable default hereunder, and (ii) this Section 4(d) and the use restrictions herein shall be of no further force or effect upon any transfer of the Land or assignment of this Lease by Landlord to a Person that is not an Affiliate of the original, named Lessor.

5. Prior Entry: Lessee, with Lessor's written approval, may enter upon the Premises prior to the commencement of the term to prepare the same for occupancy; and Lessee shall hold Lessor harmless against any liens or liability occasioned thereby in the same manner as provided herein for Lessee's acts or omissions during such term.
6. Delivery of Possession: If Lessor is unable for any reason to deliver possession of the Premises at the commencement of the term, Lessor shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within thirty (30) days of the commencement of such term unless such time is changed by an additional provision under paragraph 22.
7. Conditions of Premises: Except as may be provided in paragraph 22 herein, Lessee accepts the Premises in an "AS IS" condition.
8. Alterations: No alterations, additions or improvements shall be made without Lessor's prior written consent except as may be authorized under paragraph 22 herein; and title to any and all alterations, additions or improvements when made shall vest immediately in Lessor. Lessee shall obtain, at its sole cost and expense, any additional permits and licenses that are necessary or required for Lessee's use of the Premises. Lessee's failure to obtain Lessor's prior written consent under this Paragraph 8 shall be grounds for termination of this Lease.
9. Taxes:
 - a) Ad Valorem Real Property Taxes: Lessee represents to Lessor that Lessee is an exempt 401(c)(3) organization. The parties acknowledge that the property is currently exempt from ad valorem property taxes. The parties shall cooperate fully in qualifying for, maintaining and applying all available tax exemptions on the property, and Lessee will not use the property for any purpose or in any manner that causes the imposition or

assessment of ad valorem property taxes. In the event that the property becomes ineligible for such exemption for any reason whatsoever, Lessee shall immediately pay any and all such taxes imposed or assessed.

- b) Special Assessments and Taxes: Lessee shall pay any valid assessments, levies or other taxes imposed or assessed against the property.
 - c) Personal Property Taxes: Lessee shall pay any and all taxes on equipment or other personal property which is used by or belongs to Lessee on the Premises.
10. Utilities and Services: Lessee shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, telephone service, janitorial, trash collection, and for all connection charges, except for any utilities and services which Lessor may expressly agree to furnish to the Premises in paragraph 22. Lessor understands that Lessee and Kinderblast School may enter into a separate agreement for the shared cost of utilities covering the entirety of St. Rita School. Notwithstanding the foregoing, and irrespective of any event of default by Kinderblast School under such separate agreement, Lessee herein shall be solely responsible for reimbursement of utilities expenses to Lessor.
11. Maintenance and Repairs: Except as otherwise provided herein, Lessor at its cost shall keep and maintain in good condition and repair: the exterior walls (excluding graffiti, glass and doors), roof and other structural parts of the building; the building's window frames, gutters and downspouts; the building's unexposed electrical, plumbing and sewage systems; and any heating, ventilating and air conditioning systems installed by Lessor in the building (except as any of these may relate to Lessee's specific use of the Premises, including but not limited to compliance with any applicable Americans with Disabilities Act access requirements, or any Asbestos or Retrofitting rules, laws, ordinances and regulations, in which case the responsibility and cost shall rest with Lessee per Section 4) subject, however, to the provisions of Section 18. If the building has an elevator system, Lessee shall be responsible at its sole cost and expense for maintaining and repairing the system. Lessee shall also keep and maintain the Premises in good condition and repair and in accordance with housekeeping standards acceptable to Lessor or public health or insurance inspectors or any of them. If damage to the Premises (other than normal wear and tear) is caused by acts or omissions of Lessee, or its representatives or invitees, in or about the Premises, Lessee shall, at Lessor's election, either repair such damage at Lessee's expense or reimburse Lessor for the cost of making the repairs. Lessee waives any right to make repairs at Lessor's expense as may be provided by any law now or hereafter in effect.

In the event Lessor's actual maintenance and repair costs (or a bona fide estimate of necessary maintenance and repair costs), for the entirety of the St. Rita School Premises as required herein, should exceed \$150,000 in any given year (measured from the calendar month of the Lease's commencement date) then Lessor may, at its option, terminate this Lease upon sixty (60) days written notice to Lessee.

Lessee shall be responsible for the cost of any asbestos work on the Premises that may now or hereafter be required by any governmental agency. Any asbestos inspections and any asbestos work shall be performed by Lessor at Lessee's cost.

12. Surrender of Premises: Lessee, on the expiration or sooner termination of this Lease, shall surrender and leave the Premises in as good condition as the same were in at the commencement of the term of this Lease except for reasonable wear and tear and any damage resulting from causes beyond Lessee's control. At such time Lessee, if not in default, may remove its movable equipment and fixtures provided that Lessee shall repair any damage caused to the Premises by such removal.
13. Inspection: Lessee shall permit Lessor or Lessor's agents, representatives or employees to enter the Premises at all reasonable times for the purpose of inspecting the same and/or doing other lawful acts that may be necessary or desirable to protect Lessor's interest in the Premises.
14. Liens: Lessee shall promptly pay all costs for any work done by it on the Premises; and shall keep the Premises at all times free and clear of any mechanics or other liens arising out of any work performed, materials furnished or obligations incurred by Lessee.
15. Hold Harmless: Lessor shall not be liable to Lessee for any damage to Lessee or Lessee's property from any cause, and Lessee hereby releases and discharges Lessor from any and all claims against Lessor for damage to person or property arising for any reason in connection with the Premises, whether or not such damage to person or property is caused by the negligence (active or passive) of Lessor, excepting only damage resulting from the Lessor's willful misconduct.

Lessee shall indemnify, defend and hold Lessor free and harmless from any and all claims, liability, loss and responsibility of any kind or character in connection with the Premises, or use thereof, whether caused or alleged to have been caused by the negligence (active or passive) of Lessor, including without limitation injuries to or death of any person, or damage to or loss of property, arising out of, connected with or resulting from this Lease, or the use of the Premises by Lessee or others, or from the failure of Lessee to keep the Premises in good condition as provided herein, excepting only matters caused by Lessor's willful misconduct.

16. Insurance: Lessee shall maintain during this Lease, at its cost, public liability insurance insuring Lessee against liability for bodily injury including death or property damage resulting from occurrences in or about the Premises, or the use or condition thereof, with single combined limit of not less than Five Million Dollars (unless Lessor agrees to a different amount in writing). Such insurance shall be primary (so that any contingent liability insurance of Lessor will not be called upon for contribution); noncancellable without thirty (30) days advance written notice to Lessor; waive subrogation against Lessor; cover the indemnification obligations of Lessee to Lessor under this Lease; include Lessor as an additional named insured; and evidenced by a certificate of insurance and related

endorsement from Lessee's insurance carrier. All policies of insurance should have an AM Best Rating of AV-II or better.

Lessor, at its cost, shall maintain on the building fire and extended coverage insurance, with vandalism and malicious mischief endorsements, in accordance with its general policy and practice as to amount and form.

17. Assignment and Subletting:

- a) In General: Lessee shall not assign this Lease or sublet any portion of the Premises without Lessor's prior written consent, which consent shall not be unreasonably withheld. (Assignees and SubLessees shall hereafter be referred to as "Transferees.") The parties hereby agree that reasonable grounds for denying consent include, but are not limited to, the following:
- 1) Transferee's character, reputation, credit history, or business is not consistent with the character or quality of the Premises or the overall operations of the Lessor;
 - 2) Transferee's financial condition is or may be inadequate to support the Lease obligations of Transferee under the transfer documents;
 - 3) Transferee's intended use of the Premises is inconsistent with the Permitted Use and/or Limitations on Use specified in the Lease or will materially and adversely affect or compete with Lessor's overall interests in promoting, and adhering to, the teachings of the Roman Catholic Church;
 - 4) Transferee does not intend to occupy the entire Premises and conduct business there for a substantial portion of the term of the Lease;
 - 5) Transferee is not a nonprofit (tax exempt) organization;
 - 6) There is already vacant space owned by Lessor at or nearby the Premises;
 - 7) Transferee desires significant alterations to the Premises;
 - 8) Lessee's unwillingness to pay to Lessor the "Transfer Premium" referenced in Section 17(c);
 - 9) Lessor, as part of the consent, is expected by Transferee to waive or modify the terms and conditions of this Lease.

If any assignment or subletting is made without the Lessor's prior written consent, Lessor may, at its option, do either or both of the following:

- i) void the transfer, or;

- ii) declare Lessee in material and incurable default under Section 19 notwithstanding any cure period specified in Section 19.
- b) Procedure for requesting, granting or withholding consent:
 - 1) Transfer Request Notice: Before entering into or permitting any transfer, Lessee shall provide to Lessor a written "Transfer Request Notice" at least forty five (45) days before the proposed effective date of the Transfer. The Transfer Request Notice shall include all of the following:
 - i) Information regarding the proposed Transferee, including the name, address, and ownership of Transferee; the Transferee's character and reputation; and Transferee's current financial statements (certified by an authorized officer of Transferee);
 - ii) All the terms of the proposed Transfer, including the consideration payable to Transferee; the portion of the Premises that is subject to the Transfer (subject space); a general description of any planned alterations or improvements to the subject space; the proposed use of the subject space; the effective date of transfer; and a copy of all other documentation reasonably requested by Lessor.
 - 2) Lessor's Written Response: Within a reasonable time after receipt of a Transfer Request Notice that complies with Section 17(b)(1) and Section 20 (Notices), Lessor shall approve or disapprove the proposed transfer in writing.
 - a) Transfer Premium Payment: The parties hereby agree that as a reasonable condition to Lessor's consent to any Transfer, Lessee shall pay to Lessor one hundred percent (100%) of any "Transfer Premium." Transfer Premium shall include any and all consideration that the Lessee would otherwise receive from any and all permitted Transferees under the Lease in excess of the rent under this Lease. Unless otherwise specified in writing by Lessor, Lessee shall pay the Transfer Premium to Lessor on a monthly basis.
 - b) Audit of Transfer Premium: Lessee shall allow Lessor to review and audit Lessee's books and records and/or request a complete statement certified by Lessee's Chief Financial Officer, describing in detail the computation of any Transfer Premium that Lessee has derived or will derive from the Transfer, for the purpose of verifying the Lessee's calculation of the Transfer Premium. If Lessor finds that the Transfer Premium for any Transfer has been understated, Lessee shall, within twenty (20) days after demand, pay the deficiency and Lessor's costs of that audit. If Lessee has understated the Transfer Premium by more than ten (10) percent, Lessor may, at its option, declare Lessee in material and incurable default under Section 19 notwithstanding any cure period specified in Section 19.
 - c) Transfer Fee: Within thirty (30) days after Lessor's written request, Lessee shall pay as Additional Rent any review and processing costs and fees, as well as any reasonable legal

fees, that Lessor incurs in reviewing and processing the Transfer Request Notice. Lessee shall pay the Transfer Fee whether or not Lessor consents to the Transfer.

- d) Change of Ownership: For purposes of this section, "Transfer" also includes the sale, mortgage, hypothecation, or pledge within a twelve (12) month period of more than twenty-five (25) percent of the value of Lessee's unencumbered assets; or the dissolution, merger, consolidation, or other material reorganization of Lessee.
 - e) Right to Collect Rent: If this Lease is assigned, Lessor may, at its option, collect rent directly from the Transferee. If all or part of the Premises is subLeased and Lessee defaults, Lessor may, at its option, collect rent directly from the Transferee. Lessor may then apply the amount collected from the Transferee to Lessee's monetary obligations under this Lease. Collecting the rent from a Transferee or applying that rent to Lessee's monetary obligations does not waive any other provisions of this Lease.
18. Destruction or Condemnation:
- a) Destruction: If, during the term, the building is damaged from any cause covered by Lessor's fire insurance then Lessor shall repair and restore the same to the extent that insurance proceeds are available for this purpose; provided, however, that if, during the term, said building is substantially or totally destroyed from any cause, whether or not covered by Lessor's fire insurance, then either party may elect to terminate the Lease without further obligation except for any then accrued but unpaid obligations.
 - b) Condemnation: If, during the term of this Lease, there is any taking of all or any substantial part of the Premises by condemnation, this Lease shall terminate; and Lessor shall be entitled to all proceeds from the condemnation, or its settlement, except for any values attributable to any fixtures which Lessee has the right to remove under this Lease.
19. Default: If any default shall be made by Lessee in the payment punctually when due or any installment or rent and such default shall continue for five (5) days after notice thereof to Lessee, or if any default shall be made by Lessee in the performance of any other term, covenant or condition herein contained to be performed by Lessee and such default shall continue for twenty (20) days after notice thereof to Lessee, or if Lessee breaches this Lease and abandons the Premises, then Lessor, in addition to any other right or remedy, at its election: (a) may terminate the Lessee's right to possession and terminate this Lease, and, in such event, Lessor may re-enter the Leased Premises, and shall have all remedies specified in California Civil Code Section 1951.2, and any amendments thereto, including without limitation the remedy described in subparagraphs (a), (b) and (c) thereof; or (b) may continue the Lease without terminating the Lessee's right to possession, and, in such event, have the right to recover the rent as it becomes due under the Lease and all other remedies specified in California Civil Code Section 1951.4, and any amendments thereto.
20. Notices: Any notice to be given by either party hereto to the other shall be written and personally delivered or sent by registered or certified mail, addressed as follows:

To Lessor: The Archdiocese of San Francisco Parish and School
Juridic Persons Real Property Support Corporation
1301 Post Street, Suite 102
San Francisco, CA 94109

To Pastor: St. Rita Church
100 Marinda Drive
Fairfax, CA 94930

To Lessee: Ross Valley Charter School
P. O. Box 791
Fairfax, CA 94978

21. Miscellaneous Provisions:

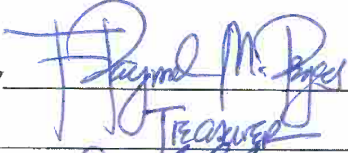

- a) Signs: No exterior signs shall be placed on the Premises without Lessor's prior written consent.
- b) Holding Over: Any holding over after the expiration or termination of this Lease, with Lessor's consent, shall be construed as a month-to-month tenancy at the monthly rent which was in effect at such expiration or termination, and subject to other provisions hereof insofar as applicable, until either party shall terminate the same by giving the other thirty (30) days advance written notice.
- c) Time of Essence: Time is of the essence of this Lease and every provision thereof.
- d) No Waiver: Lessor's failure to exercise any rights upon any breach by Lessee shall not be deemed a waiver of any of Lessor's other rights upon such breach, or of any rights with respect to any prior or subsequent breach.
- e) Attorney's Fees: In the event Lessor shall bring an action against Lessee to enforce the payment of any rent due or any of the terms or conditions hereof, or under the Unlawful Detainer Act of the State of California, Lessee shall pay to Lessor all reasonable attorney's fees and costs expended or incurred by it in any such action, the amount of such fees and costs to be determined by the court and to be included in any judgment recovered in any such action.
- f) Successors: The provisions of this Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns (subject to the limitation on assignment herein).
- g) Entire Agreement: This instrument constitutes the entire agreement between the parties and may only be amended by a written agreement signed by both parties.

22. Additional Provisions:


- a) This Lease is subject to Lessor obtaining canonical approval by May 31, 2019.
- b) Shared Use: It shall be the responsibility of Ross Valley Charter School and Kinderblast Preschool to coordinate shared use, pick-up and drop-off times, etc., to minimize disruption to each tenant's program, the operation of St. Rita's parish, and neighbors of the property. Ross Valley Charter School shall respect the needs of St. Rita's parish for off-street parking on Ash Wednesday and Good Friday.
- c) Security Deposit: Concurrent with the full execution of this Agreement, Lessee will pay Lessor the sum of \$15,180.00 as a refundable security deposit.

IN WITNESS WHEREOF, this Lease has been executed by the parties in duplicate as of the date first above written.

THE ARCHDIOCESE OF SAN FRANCISCO
PARISH AND SCHOOL JURIDIC PERSONS
REAL PROPERTY SUPPORT CORPORATION

By 
Its Treasurer
By 
Its President
Lessor

ROSS VALLEY CHARTER
SCHOOL

By 
Its SCHOOL DIRECTOR
By _____
Its _____
Lessee

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April 8, 2020

Luke Duchene, School Director Ross
Valley Charter School 102 Marinda
Drive
Fairfax, CA 94930

RE: **Development Loan for potential improvement project at 102 Marinda Drive, Fairfax, CA**

Dear Luke:

Pacific Charter School Development, Inc. ("PCSD" or "Lender") provides this letter of intent ("LoI") for a potential development loan ("Loan") for expenses related to the Project (as defined below) to be located at 102 Marinda Drive, Fairfax, CA 94930 (the "Property"). The terms of the Loan are outlined below and are subject to full credit approval by the PCSD Board of Directors.

The project is defined as those improvements to the Property requested by Ross Valley Charter School ("Ross Valley" or "Borrower") that it anticipates will allow it to operate a public charter school on the Property (the "Project").

Please note that this letter is for discussion purposes only and should not be construed as a commitment to lend. The terms contained in this letter are not all-inclusive; additions and changes may be made as PCSD and its counsel deems necessary, prudent or desirable during the credit approval and underwriting process.

The terms of the Loan for the Project would be as follows:

BORROWER:	ROSS VALLEY CHARTER SCHOOL, INC. A CALIFORNIA NONPROFIT PUBLIC BENEFIT ORGANIZATION
PURPOSE:	THE LOAN IS INTENDED TO PROVIDE THE BORROWER WITH FUNDS TO COMPLETE CERTAIN ADA BARRIER REMOVALS AS REQUIRED BY THE CALIFORNIA DEPARTMENT OF EDUCATION.
LOAN AMOUNT:	UP TO \$350,000 TOTAL (AN ADDITIONAL \$300,000 OVER AND ABOVE THE \$50,000 PCSD PREDEVELOPMENT LOAN)
LOAN TERM / MATURITY:	APPROXIMATELY 50 MONTHS, TO MATURE NO LATER THAN JUNE 30, 2024
INTEREST RATE:	2.0% PER ANNUM

Pacific Charter School Development, Inc.
600 Wilshire Blvd, Suite 200, Los Angeles, CA 90017
(t) (213) 542-4700 / (f) (213) 542-4701

ORIGINATION FEE:	1% OF MAXIMUM LOAN AMOUNT, TO BE PAID AT LOAN CLOSING FROM LOAN PROCEEDS
LENDER EXPENSES:	BORROWER SHALL BE RESPONSIBLE FOR PCSD'S EXPENSE ASSOCIATED WITH THE LOAN, INCLUDING BUT NOT LIMITED TO LEGAL WORK, LITIGATION/LAWSUIT/UCC SEARCHES, AND ESCROW/TITLE SERVICES. ALL REIMBURSEMENT OF LENDER EXPENSES WILL BE MADE FROM LOAN PROCEEDS.
PAYMENT:	<ol style="list-style-type: none">1) FROM CLOSING DATE TO AUGUST 31, 2020, MONTHLY PAYMENTS OF INTEREST ONLY SHALL BE MADE FROM AN INTEREST RESERVE ESTABLISHED AT LOAN CLOSING FROM THE SET-ASIDE OF LOAN PROCEEDS.2) STARTING ON SEPTEMBER 1, 2020, AND CONTINUING MONTHLY THEREAFTER UP TO AND INCLUDING THE PAYMENT DUE JUNE 1, 2022, PAYMENTS OF PRINCIPAL AND INTEREST BASED ON A MORTGAGE-STYLE AMORTIZATION OVER A TERM OF 96 MONTHS SHALL BE MADE BY BORROWER.3) STARTING ON JULY 1, 2022 AND CONTINUING MONTHLY THEREAFTER UP TO AND INCLUDING JUNE 1, 2024, A FIXED PAYMENT OF PRINCIPAL AND INTEREST IN THE AMOUNT OF \$6,706.48 SHALL BE MADE BY BORROWER. THE MONTHLY AMOUNT WILL BE PRORATED DOWN PROPORTIONATELY IF THE FINAL LOAN AMOUNT DISBURSED IS LESS THAN \$350,000.4) ON THE MATURITY DATE, ALL OUTSTANDING PRINCIPAL AND INTEREST SHALL BE PAID BY BORROWER.
SECURITY:	TO BE DETERMINED BASED ON LENDER'S REVIEW OF BORROWER'S EXISTING LOANS AND THE SECURITY HELD BY BORROWER'S EXISTING LENDERS. LENDER WILL LIKELY REQUEST THAT BORROWER'S EXISTING LENDER'S SUBORDINATE THE PAYMENT AND PRIORITY OF THEIR LOANS TO LENDER'S LOAN.
LOAN DISBURSEMENT:	DISBURSEMENTS SHALL BE MADE WITH NO GREATER FREQUENCY THAN ONE PER MONTH. BORROWER SHALL SUBMIT A DISBURSEMENT REQUEST WITH A DETAILED LIST OF EACH INVOICE FOR WHICH FUNDS ARE BEING REQUESTED. LENDER SHALL DISBURSE FUNDS UPON REVIEW AND APPROVAL OF THE BORROWER'S REQUEST. AFTER EACH DISBURSEMENT, BORROWER SHALL PROVIDE LENDER WITH EVIDENCE OF PAYMENT FOR INVOICES IN THAT DISBURSEMENT BEFORE REQUESTING ANY FURTHER DISBURSEMENTS.
BORROWER EQUITY:	BORROWER IS REQUIRED TO PROVIDE A MINIMUM OF \$10,000 IN CASH EQUITY THROUGH THE DIRECT FUNDING OF PROJECT-RELATED COSTS (EVIDENCED WITH PROOF OF PAYMENT TO PCSD). SUCH AMOUNTS WILL BE SPENT OR OTHERWISE CONTRIBUTED TO THE PROJECT PRIOR TO DISBURSEMENT OF ANY LOAN PROCEEDS.
LOAN FINANCIAL COVENANTS:	FOR THE DURATION OF THE LOAN, FINANCIAL STATEMENTS AND REPORTS FROM THE BORROWER WILL BE REQUIRED AS FOLLOWS: <ol style="list-style-type: none">1. ANNUAL AUDITED FINANCIAL STATEMENTS WITHIN 180 DAYS OF THE END OF EACH FISCAL YEAR, WITH ACCOMPANYING SCHEDULE OF CONTINGENT LIABILITIES;2. INTERNALLY-PREPARED MONTHLY OR QUARTERLY FINANCIAL STATEMENTS WITHIN 45 DAYS OF REQUEST;3. P1, P2 AND P-FINAL ENROLLMENT DATA FOR ALL YEARS THE LOAN IS OUTSTANDING;4. UPDATED FUNDRAISING AND REPAYMENT PLAN.

IN ADDITION, THE BORROWER MUST MAINTAIN THROUGHOUT THE LOAN TERM, TESTED ANNUALLY FROM THE AUDITED FINANCIAL STATEMENTS, THE FOLLOWING KEY FINANCIAL RATIOS CALCULATED ON AN UNCONSOLIDATED BASIS:

- QUICK RATIO OF AT LEAST 1.0X
- CURRENT RATIO OF AT LEAST 1.05X
- POSITIVE CASH FLOW FROM OPERATIONS EACH FISCAL YEAR
- TOTAL DEBT TO NET ASSETS (EQUITY) NO GREATER THAN 3.5:1;
- MINIMUM 1.15X LEASE COVERAGE RATIO, WHICH SUCH RATIO SHALL BE DETERMINED BY DIVIDING (A) THE SUM OF BORROWER'S (I) NET INCOME BEFORE INTEREST, RENT, DEPRECIATION AND AMORTIZATION BY (B) THE SUM OF (WITHOUT DUPLICATION) BORROWER'S CURRENT PAYMENT OBLIGATIONS UNDER THE LEASE, CURRENT PORTION OF ALL LONG TERM DEBT (FOR THE PRIOR FISCAL YEAR), AND INTEREST EXPENSE ON ALL DEBT INCURRED BY OR IN CONNECTION WITH THE BORROWER DURING THE ANNUAL TESTING PERIOD.

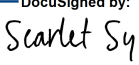
FURTHER DUE DILIGENCE:

THE CLOSING OF THE LOAN WILL BE SUBJECT TO PCSD'S STANDARD UNDERWRITING PROCESSES, INCLUDING FULL CREDIT APPROVAL, AND CLOSING CONDITIONS. AS PART OF ITS UNDERWRITING DUE DILIGENCE, PCSD WILL REQUIRE THE FOLLOWING:

1. RECEIPT OF UNAUDITED FINANCIAL STATEMENTS FOR BORROWER'S 2019 FISCAL YEAR, AND ADDITIONAL DOCUMENTATION, AS REQUESTED BY PCSD. THE FINANCIAL COVENANTS WILL BE FINALIZED ONCE PCSD HAS COMPLETED ITS UNDERWRITING OF BORROWER;
2. AN ENROLLMENT PLAN AND EVIDENCE OF INTEREST OF ENROLLMENT FOR FUTURE YEARS;
3. ANY OTHER INFORMATION REQUESTED BY PCSD.

The loan documents, once drafted, will include additional conditions that the Borrower will be required to meet in order for the Loan to close. We thank you for your interest and look forward to working with you on this transaction. Our due diligence and underwriting will commence upon receipt of a countersigned copy of this letter.

Sincerely,

DocuSigned by:

019E44ABF8D7436...
Scarlet Sy
Chief Financial Officer


Ross Valley Charter Appendices and
Supporting Documents

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Agreed and Accepted:

ROSS VALLEY CHARTER SCHOOL

DocuSigned by:

Name: Luke Duchene
Title: School Director
Date: 4/8/2020

Ross Valley Charter Appendices and Supporting Documents

Ross Valley Charter ADA Voluntary Barrier Removal Project Budget

Ross Valley Charter ADA Voluntary Barrier Removal Project - Development Budget

Building Sq. Ft.:	14,745	Last revised:	6/11/2020	7/21/2020	7/21/2020
Gym Sq. Ft.:	0				
Grades:	TK-5				
Max. Capacity:	0				
School Occupancy:	8/21/2019				

	Cost / sf	Initial Budget Estimate (From Input Tab)	Approved Budget (PM Adjustments)	Budget	Notes
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Hard Costs

HC1.1	New Construction: Traditional	\$ -	\$ -	\$ -	\$ -	
HC1.2	New Construction: Pre-fabricated	\$ -	\$ -	\$ -	\$ -	
HC2	Tenant Improvement	\$ 14.38	\$ 176,940.00	\$ 212,000.00	\$ 212,000.00	work, \$32K for the Rest Room work based on pricing as of July 2020.
HC3.1	Stand-alone Structures: Traditonal	\$ -	\$ -	\$ -	\$ -	
HC3.2	Stand-alone Structures: Pre-fabricated	\$ -	\$ -	\$ -	\$ -	
HC4	Sitework	\$ -	\$ -	\$ -	\$ -	
HC5	Offsite Construction	\$ -	\$ -	\$ -	\$ -	
HC6	Utilities Installation (AT&T, DWP, Edison, etc.)	\$ -	\$ -	\$ -	\$ -	
HC7	Environmental Remediation	\$ -	\$ -	\$ -	\$ -	
HC8	School Start-up Costs	\$ -	\$ -	\$ -	\$ -	
HC9	Payment and Performance Bond	\$ -	\$ -	\$ -	\$ -	
HC-OTH1	Fire Alarm Installation	\$ 4.75	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	
HC-OTH2	Other Hard Costs 2	\$ -	\$ -	\$ -	\$ -	
	Hard Cost Subtotal	\$ 19.13	\$ 246,940.00	\$ 282,000.00	\$ 282,000.00	

Soft Costs

SC1.1	Due Diligence: Appraisal - As-Is	\$ -	\$ -	\$ -	\$ -	
SC1.2	Due Diligence: Appraisal: As-Improved (Post-Construction)	\$ -	\$ -	\$ -	\$ -	
SC1.3	Due Diligence: ALTA/Topographic	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	
SC1.4	Due Diligence: Property Condition Report	\$ -	\$ -	\$ -	\$ -	
SC1.5	Due Diligence: Seismic Probable Maximum Loss Report	\$ -	\$ -	\$ -	\$ -	
SC1.6	Due Diligence: Parcel Map	\$ -	\$ -	\$ -	\$ -	
SC1-OTH	Due Diligence: Other	\$ -	\$ -	\$ -	\$ -	
SC2	Legal Costs	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	Place holder. Includes estimate for balance of project and as built, YTD is
SC3	Architecture & Engineering	\$ 32,000.00	\$ 32,000.00	\$ 28,000.00	\$ 28,000.00	

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Ross Valley Charter ADA Voluntary Barrier Removal Project Budget

SC4.1	Entitlements: Land Use/Planning Consultant	\$	2,500.00	\$	-	\$	-	Architect doesn't believe this is needed
SC4.2	Entitlements: Filing Fees - Initial Approval (e.g. CUP)	\$	2,000.00	\$	-	\$	-	
SC4.3	Entitlements: Filing Fees - Expedited	\$	-	\$	-	\$	-	
SC5.5	Environmental: Health Risk Assessment	\$	-	\$	-	\$	-	
SC5.6	Environmental: Lead & Asbestos (ACM/LBP) Report	\$	2,500.00	\$	-	\$	-	Included in construction scope (for bathroom,
SC5.7	Environmental: Noise Study	\$	-	\$	-	\$	-	
SC5.8	Environmental: Phase I Site Assessment	\$	-	\$	-	\$	-	
SC5.9	Environmental: Phase II Site Assessment	\$	-	\$	-	\$	-	
SC5.10	Environmental: Pipeline Risk Assessment	\$	-	\$	-	\$	-	
SC5.11	Environmental: Rail Derailment Study	\$	-	\$	-	\$	-	
SC5.12	Environmental: Traffic Study/Assessment	\$	2,500.00	\$	-	\$	-	
SC5.13	Environmental: Soils/Geotechnical Report	\$	3,500.00	\$	-	\$	-	RD Architects does not think this is necessary (removed).
SC5-OTH	Environmental: Other	\$	-	\$	-	\$	-	
SC6.1	OMITTED	\$	-	\$	-	\$	-	
SC6-OTH	OMITTED	\$	-	\$	-	\$	-	
SC7.1	Local Fees: Plan Check	\$	5,000.00	\$	-	\$	-	No planning fees just permits (Removed, per
SC7.2	Local Fees: Permits	\$	5,000.00	\$	5,020.00	\$	5,020.00	YTD\$2.8K
SC7.3	Local Fees: Offsite Permits	\$	-	\$	-	\$	-	
SC7.4	Local Fees: Bonds	\$	-	\$	-	\$	-	
SC7.5	Local Fees: Sewer Connection Fee	\$	-	\$	-	\$	-	
SC7-OTH	Local Fees: Other	\$	-	\$	-	\$	-	
SC8.1	Inspections: Local	\$	5,000.00	\$	-	\$	-	
SC8.2	OMITTED	\$	-	\$	-	\$	-	
SC8.3	Inspections: Special (Deputy, Geotech Observation, Testing Labs, etc.)	\$	5,000.00	\$	-	\$	-	RD Architects does not believe any special inspections are required
SC9.1	LEED: LEED/CHPS Commissioning Agent	\$	-	\$	-	\$	-	
SC9.2	LEED: LEED/CHPS Consultant	\$	-	\$	-	\$	-	
SC10.1	Insurance: Builder's Risk	\$	1,250.00	\$	1,000.00	\$	1,000.00	
SC10.2	Insurance: Hazard	\$	-	\$	-	\$	-	
SC11	Site Security (pre-occupancy)	\$	-	\$	-	\$	-	
SC12	Taxes - Real Property (pre-occupancy)	\$	-	\$	-	\$	-	
SC13	Utilities (pre-occupancy)	\$	-	\$	-	\$	-	
SC-REIM	Reimbursables (Printing, Delivery, Mileage, etc.)	\$	2,000.00	\$	2,000.00	\$	2,000.00	

Ross Valley Charter Appendices and
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Ross Valley Charter ADA Voluntary Barrier Removal Project Budget

SC-OTH1	Other Soft Costs 1	\$	-	\$	-	\$	-
SC-OTH2	Other Soft Costs 2	\$	-	\$	-	\$	-
	Soft Cost Subtotal	\$	2.92	\$	74,750.00	\$	43,020.00

Financing Costs							
FC1.1	Acquisition Loan: Capitalized Interest	\$	-	\$	-	\$	-
FC1.2	Acquisition Loan: Escrow/Title/Closing Costs	\$	-	\$	-	\$	-
FC1.3	Acquisition Loan: Lender Legal	\$	-	\$	-	\$	-
FC1.4	Acquisition Loan: Origination Fee	\$	-	\$	-	\$	-
FC2.1	Construction Loan: Capitalized Interest	\$	-	\$	1,400.00	\$	1,400.00 4 months at 60% utilization
FC2.2	Construction Loan: Escrow/Title/Closing Costs	\$	-	\$	-	\$	-
FC2.3	Construction Loan: Lender Legal	\$	-	\$	-	\$	-
FC2.4	Construction Loan: Origination Fee	\$	-	\$	3,000.00	\$	3,000.00 1% of loan
FC2.5	Construction Loan: Construction Inspector	\$	12,000.00	\$	-	\$	-
FC-OTH1	Other Financing Costs 1	\$	1,000.00	\$	2,000.00	\$	2,000.00 Misc
FC-OTH2	Other Financing Costs 2	\$	-	\$	-	\$	-
	Financing Cost Subtotal	\$	0.43	\$	13,000.00	\$	6,400.00

Management Costs							
SC-MGMT.1	Development Fee	\$	-	\$	-	\$	-
SC-MGMT.2	Project Management Fee	\$	-	\$	-	\$	-
SC-MGMT.3	Construction Management Fee	\$	-	\$	-	\$	-
	Management Cost Subtotal	\$	-	\$	-	\$	-
	Project Cost Subtotal	\$	24.76	\$	362,002.00	\$	365,020.00

Contingencies							
AC-CONT	Contingency - Acquisition Costs	\$	-	\$	-	\$	-
HC-CONT	Contingency - Hard Costs	\$	1.91	\$	28,200.00	\$	28,200.00 10%
SC-CONT	Contingency - Soft Costs	\$	0.29	\$	4,302.00	\$	4,300.00 10%
FC-CONT	Contingency - Financing Costs	\$	0.07	\$	320.00	\$	1,100.00 17%
	Total Budget Contingencies	\$	2.28	\$	32,822.00	\$	33,600.00

Budget Summary						
Acquisition Cost Subtotal		\$	-	\$	-	
Hard Costs Subtotal		\$	246,940.00	\$	282,000.00	
Soft Costs Subtotal		\$	69,240.00	\$	43,020.00	
Financing Costs Subtotal		\$	13,000.00	\$	6,400.00	
Management Costs Subtotal		\$	-	\$	-	
Subtotal Project Costs	\$	22.48	\$	329,180.00	\$	331,420.00
Budget Contingencies		\$	32,822.00	\$	33,600.00	
Total Project Budget	\$	24.76	\$	362,002.00	\$	365,020.00

Ross Valley Charter Appendices and
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102 Marinda Dr., Fairfax, CA 94930 / 415-534-6970 / RossValleyCharter.org

NOVEMBER 30, 2020

VIA: EMAIL
CharterAppeals@cde.ca.gov

Stephanie Farland, Director
Charter Schools Division
California Department of Education
1430 N Street, Suite 5401
Sacramento, CA 95814

Re: Ross Valley Charter Renewal Petition Appeal to the State Board of Education

Dear Director Farland:

This letter serves as Ross Valley Charter's ("RVC" or the "Charter School") appeal of the denial of its charter renewal petition by the Ross Valley School District ("RVSD" or the "District") to the State Board of Education ("SBE"), as provided for in Education Code Sections 47605.9(b) and 47607(k)(1)(B), and Title 5, California Code of Regulations ("5 CCR") Section 11966.6.

These laws require that RVC, currently an SBE-authorized charter school, submit its renewal charter first to RVSD, the school district within whose boundaries the Charter School is located. RVC followed this requirement, and RVSD denied the renewal charter on November 10, 2020. In this appeal, the Charter School is entitled to a *de novo* review of its charter by the SBE, in accordance with Education Code Sections 47605.9(b) and 47607(k)(1)(B).

BACKGROUND

As for many new charter schools, facilities concerns dominated RVC's first few years of operation. During its first two years of operation, RVC required utilization of Proposition 39 ("Prop 39") legal rights to secure a facility, as the District would not rent a vacant District school campus as RVC had hoped in its original petition, and no other facilities options were available in the community. Engaging in this process forced RVC to delay the Charter School's opening by one year. RVC had expressed a willingness in its Prop 39 request to divide its school onto two District elementary campuses, so that no District students would be displaced. Instead, the District placed RVC in the standalone 6th grade building on its one middle school campus and integrated its 6th graders into the newly constructed 7th and 8th grade buildings, creating crowded conditions in those buildings and mixing 6th graders with 7th and 8th graders.

The result was widespread unhappiness in the District parent community, organized by a relatively small group working closely with the then-District Superintendent, to drive down enrollment in our school. Thousands of dollars were spent on yard signs with messages such as "Go Public, Not Charter." Despite the misinformation campaign, RVC has grown its enrollment

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from 124 students at its opening in September 2017 to 162 by the end of its first year, to 203 as of the CBEDS submission date in October 2020.

In late April of 2019, at the end of its second year of operation, a school facility in Fairfax large enough to accommodate RVC, and within RVSD boundaries, became available with the closure of a private school at that location. RVC jumped at this opportunity to heal the community controversy, and on May 1, 2019 signed a 9-year lease to use that facility starting in June 2019.

I am gratified to report to you this move has not only provided us with a beautiful long-term home for our school, it has also had the intended effect of healing much of the rift in the Ross Valley parent community. All but a few of the yard signs have come down. Aggressive tactics to intimidate parents to not enroll their children at RVC, such as protesting in front of the school during open houses, have stopped. We are pleased to find that there were only four letters of opposition presented at either the public hearing or decision meeting of the District Board.

With a proven track record of academic success and a new facility, RVC had hoped that it could turn the page with the District Board and new District staff leadership as well, but as the rest of this letter reflects, that did not happen. The Charter School reached out to the District Superintendent to open a new chapter with the renewal request, hoping for some dialogue before we submitted the petition, but as was the case five years ago, that offer was declined. After RVC submitted its petition, there was not one question asked for clarification, only a request for an enormous amount of documentation which RVC timely provided and is included in Tab 6 of this appeal.

In its findings denying our renewal petition, instead of focusing on the education we are providing our students, the District focused primarily on the governance of RVC. Five years ago, the primary criticism of the proposed charter school before the SBE was that RVC was going to discriminate against English Learners and the Economically Disadvantaged students. Reality has not born this out.

On a percentage basis in 2019-20, RVC had 458% more English Learners (20.1% vs 3.6%) and 193% more Free and Reduced Price Lunch students (28.4% vs 9.7%) than the District, yet outperformed the District on average on state Math, ELA and Science scores in the spring of 2019. These results are presented on pages 27-30 of the petition. The results themselves imply strong governance, as we have more than accomplished our initial goals of having a diverse student body and a strong academic program.

Indeed, but for the suspension and chronic absenteeism results reported through the California School Dashboard, RVC would have qualified as a high-performing charter school, with default approval of its renewal, and the possibility of a seven-year charter term. RVC went from zero suspensions in 2017-18, to two suspensions in 2018-19, which resulted in a “yellow” Dashboard indicator, due to the “change” component of the calculation. RVC also addressed the underlying causes of its chronic absenteeism rate, and the student-centered solutions it is implementing, in its response to the District’s findings for denial of the renewal charter.

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Seeking a reason to deny our renewal, 18 days after we submitted our petition, District Counsel sent a letter of complaint with the Marin County Superintendent of Schools accusing RVC of committing criminal fraud in its Paycheck Protection Program (“PPP”) application and asking for an investigation. (See Tab 5a.) This unfounded accusation then became the centerpiece of its denial findings after having been rehashed in a Notice of Violation (discussed below).

The Marin County Office of Education Superintendent forwarded this complaint to the Fiscal Crisis and Management Assistance Team (“FCMAT”). After a one-month thorough review of the facts and the law, FCMAT responded to the County Superintendent that the concerns and allegations raised by the District were insufficient to justify an extraordinary audit by FCMAT and recommended the Superintendent not audit or investigate the Charter School, either (see Tab 5i). In a letter to the District on the same day as the FCMAT letter, the County Superintendent agreed (see Tab 5j). RVC’s preliminary response to the District’s letter and a more thorough response to the subsequent Notice of Violation related to this PPP loan, can be found in Tab 5c and Tab 5k of the appeal record.

Like many charter schools around California, and with the support of our County Business Office, RVC did apply for and receive a \$270,563 PPP loan in May of 2020. Because of the subsequent deferral of state aid from June to July 2020, without this PPP loan, RVC would not have had sufficient cash to meet its financial obligations in July of 2020, despite having a 12% reserve.

In terms of governance, the Charter School has had a remarkably stable board and staff for the three year and a half years it has operated the school. The only board turnover happened as a result of Board Member Kristi Kimball no longer being a parent at the school due to moving to the South Bay. The resulting vacancy of her parent board position was filled by a Latina parent to represent our growing Spanish speaking parent body, and Ms. Kimball continued to serve on the board as a community member until this Fall. Her letter of support is in Tab 7a.

The 56 letters of support from RVC families (Tab 7b) give an indication of the need that RVC is meeting, and the support in our community, as do the results of our student and parent survey on page 17 of the petition.

The letter in Tab 7c submitted to the District by Ms. Kepley at its November 10 decision meeting reflects the progress we have made in healing the divisiveness in our community. (Tab 3b)

CURRENT STATUS OF FACILITY IMPROVEMENTS

The District has repeatedly expressed concern about a barrier removal project on our facility, as well as an upgraded fire and life safety system. As the California Department of Education (“CDE”) is aware, RVC’s facility complies with Americans with Disabilities Act

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(“ADA”) requirements. The site was constructed before the ADA became law and had been used continuously as a private school for decades. When RVC took possession of the facility, after Cascade Canyon School ceased operation in June of 2019, the Charter School agreed with CDE staff that it should undertake a barrier removal project to ensure that any disabled student or parent had full access to the Charter School’s educational offerings. RVC has spent the past year working on this project.

RVSD had wanted to use this as evidence of a claim that we were unable to serve the needs of our students. To be noted, RVC, like RVSD, had been operating school entirely through distance learning from March of 2020 until November of 2020. Accordingly, no students had physically attended the school site since March of this year. And yet, the Charter School has been operating and serving all enrolled students. RVC returned to a hybrid model of in classroom learning starting November 16th, coinciding with Marin County graduating out of the ‘Purple’ most restrictive Reopening Tier. RVC is prepared to be flexible and move back and forth from distance learning to/from in-person instruction until the pandemic is behind us.

Although the voluntary ADA barrier removal project was delayed due to COVID-19, which closed down work and permitting for many weeks, the project is now complete. The CDE has inspected the site and approved the completed work. The Town of Fairfax Building and Planning Department performed an initial walk-through on October 21, 2020 and also approved the work. RVC was notified by the town that no additional temporary occupancy certificate was required pending the completion of the upgrade to the fire/life/safety system, which is in process.

Further, RVC was approved to occupy the site with the existing Fire/Life/Safety system in place at the time of initial occupancy. It was the voluntary ADA barrier removal construction that generated the request for an upgrade in the system. The existing system remains in place. Infrastructure work has begun to facilitate this installation. The master panel is installed onsite; a contract for work is signed; and work for the upgraded system began the week of November 9, with an estimated completion date by the end of 2020.

RVC has fully budgeted for the funds needed. The 50% deposit for this project has been paid, and the plans for the project have been submitted and approved.

Accordingly, it is our expectation that all possible concerns about this project have been assuaged.

THE DISTRICT DID NOT FOLLOW LEGAL REQUIREMENTS

At its November 10, 2020 Board Meeting the District Board voted to deny the Charter School’s charter petition. RVC is deeply concerned about the myriad ways in which RVSD used extra-legal procedures to undermine its charter renewal submission, in contravention of plain legislative intent to encourage charter schools.

First, the District’s Board meeting procedures are anti-democratic, disenfranchise the public, and may violate the Brown Act. COVID-19 related closures and local health orders

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limiting public gatherings required public agencies to quickly pivot to virtual meeting settings, with varying degrees of openness. The SBE, for example, holds its meetings on the software platform Zoom, such that members of the public can hear and see Board members discussing items in real time, can hear and see presenters, and can participate in the meeting during appointed times by using a teleconference line. RVC's board meetings are being held similarly on Zoom.

In contrast, individuals wishing to participate in RVSD's meetings are barred from doing so. The District only posts a YouTube link, which is 60-seconds delayed from the live meeting, for members of the public to "watch" the meeting. For the most part, the only image on the YouTube stream is the meeting agenda. Members of the public cannot see District Board members. Further, no public comment is permitted live. Individuals wishing to make public comment are limited to sending an email to the District, by 3:00pm on the day of the meeting, and then all comments received are simply posted as an attachment to the public comment section of the agenda. Comments are not read aloud, either by the speaker or by District staff.

Second, RVSD attempted to utilize a new procedure in the Charter Schools Act, which is reserved only to the current chartering authority, in an attempt to have some reason to deny the RVC renewal. The District attempted to trigger Education Code Section 47607(e), which allows for denial of a renewal charter petition for "substantial fiscal or governance factors." RVSD's allegation was that the steps that RVC undertook to secure a Paycheck Protection Program loan from the federal Small Business Association were improper. This Education Code Section, though, is not an available option for the District, as RVSD is not "the chartering authority" of RVC. As such, all findings for denial that were recycled from the related notice of violation are impermissible bases to deny the charter renewal petition.

As above, both FCMAT and the County promptly declined the District's entreaties to investigate the Charter School. Thus, even if the District did have authority to deny the charter for "substantial fiscal or governance factors," the underlying facts were deemed not to be sufficiently substantial as to merit a deeper look by these trusted agencies.

Finally, during RVSD's Board meeting to take action on the charter renewal petition, the District did not afford the charter school "equivalent time and procedures to present evidence and testimony to respond to the staff recommendations and findings," in violation of Education Code Section 47605(b). A closed session item for anticipated litigation was included on the meeting agenda and listed for a 45-minute period. RVC assumes, but of course cannot be sure, that the item was related to its charter renewal. If this was the case, then the District had 45 minutes to discuss the staff recommendation and findings, and this period of time was not afforded to the Charter School.

During the meeting, District counsel gave a brief overview of the recommendation and findings, for approximately two minutes and 45 seconds. The District Board Chair did allow the RVC team ten minutes to make a statement, which the Charter School used. We recognize that the time allotted exceeded the time that District counsel used for an overview statement. However, this ten-minute block was then followed by approximately 17 minutes of question-

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and-answer from Board members, that was directed to District legal counsel exclusively. RVC only had an opportunity to respond at the very end of the question-and-answer period and did not have an opportunity to respond to each question, as it was asked. Equivalent time and procedures, as required by law, means that RVC would have been afforded as much time to respond, contemporaneously, to each question as District counsel had.

While the merits of the appeal are strong on their own, the District's unlawful actions must also be considered as part of this appeal.

DOCUMENTS COMPRISING THIS APPEAL

In accordance with 5 CCR Section 11966.6, the RVC renewal charter petition includes the following:

1. A complete copy of the charter petition as denied by the District, including a reasonably comprehensive description of how the Charter School has met all new charter school requirements enacted into law after the charter was originally granted, and including all appendices. (Attached under Tab 1.) Also attached is the Certificate of Completeness required by Education Code Section 47605(b). The charter petition itself contains documentation that RVC met the renewal criteria.
2. A copy of the District governing board's written factual findings denying the petition for renewal. Attached under Tab 2, please find:
 - a. District Staff Report and findings for denial of the charter petition.
 - b. Errata addendum to District Staff Report.
 - c. The Charter School's response to the District's findings for denial of the charter petition.
3. A description of any changes to the petition necessary to reflect the SBE as the chartering authority are not necessary to submit, as the SBE will designate either the District or the Marin County Board of Education as the chartering authority.
4. RVC's most recent board approved budget. (Attached under Tab 3.)
5. Evidence of facility improvements. Attached under Tab 4, please find:
 - a. CDE authorization to use school facility for in Person Learning
 - b. Emails with Town of Fairfax and Ross Valley Fire Department regarding Temporary Occupancy Certificate pending completion of fire alarm system upgrade

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6. Documentation related to the District's purported notice regarding substantial fiscal or governance factors. Attached under Tab 5, please find:
 - a. Dannis Woliver Kelley ("DWK") letter to MCOE requesting audit of RVC.
 - b. RVSD Board agenda item regarding notice of violation.
 - c. RVC preliminary response to DWK complaint to MCOE.
 - d. Communication from MCOE legal counsel.
 - e. RVSD notice of violation.
 - f. DWK additional letter to MCOE.
 - g. California Charter Schools Association ("CCSA") letter.
 - h. DWK response to CCSA.
 - i. FCMAT letter declining to audit RVC.
 - j. Email from MCOE legal counsel communicating that MCOE was declining to investigate the complaint.
 - k. RVC response to notice of violation.
 - l. RVSD initial reply to RVC response to notice of violation.
7. Documentation related to RVSD's records request of RVC, and the Charter School's response. Attached under Tab 6, please find:
 - a. RVSD records request
 - b. RVC responsive documents
8. Documentation related to letters
 - a. Letter of support from Kristi Kimball, prior board member.
 - b. Fifty-six letters of support from RVC families.
 - c. Four community letters send to the District for its November 10 decision meeting

Ross Valley Charter Appendices and
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accs-feb21item03
Attachment 7
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Stephanie Farland, Director

Re: Ross Valley Charter Renewal Petition Appeal to the State Board of Education

November 30, 2020

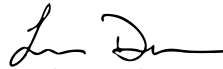
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* * *

At its November 10, 2020 meeting, the District Board voted to deny the Charter School's charter petition. This appeal is therefore within the 30-day limit for submission of an appeal of a charter petition, as stated in Education Code Section 47605(k)(1)(A)(i). A copy of the appeal has been transmitted to RVSD.

We look forward to working with the CDE and the SBE during their consideration of the charter petition. Please feel free to contact me (luke.duchene@rossvalleycharter.org; 415-484-0816) if you have any questions.

Sincerely,



Luke Duchene
Lead Petitioner

ENCLOSURES

RVC Board Adopted Budget 11-12-20

RVC Budget Narrative

The attached 2020-2026 six-year budget and cash flow projections are based on three years of operating experience as well as the collective experience of EdTec which provides back office business services to RVC.

EdTec is a social venture founded in 2001 to develop, support, and advance quality charter schools. EdTec has built a strong reputation throughout California among charter schools and their authorizers for providing the highest quality business services and operations support. EdTec's team provides expertise and support to more than 350 charter schools across a comprehensive range of services.

In part due to these services, both of RVC's operating audits by CLA auditors have had no findings.

The narrative below lays out the assumptions on which this budget is based. The budget reflects a positive operating income in each of the six years, resulting in an ending balance at the end of fiscal year 2025-26 that is 35% of that year's expenses, having started with an 12.7% reserve of \$269,519 at the end of 2019-20.

A. Demographics

RVC has grown its student population in each of its four years of operation.

In its first year of operation, enrollment at Fall 1 CALPADS was 127 students, including 14 English Learners (11%) and 36 (28%) Free and Reduced Price Meal students, both which were three times Ross Valley Elementary District percentages. Its CALPADS special education count was 9. Enrollment grew steadily throughout its first year, ending with an enrollment of 162, with an ADA of 135.8 and a special education count of 17.

In its second year of operation, enrollment at Fall 1 CALPADS was 161 students, including 20 English Learners (12%) and 48 (30%) Free and Reduced Price Meal students. Its CALPADS special education count was 17. It grew more slowly through second year, ending with an enrollment of 173 and an ADA of 154.

After the end of its second year, RVC moved out of Prop 39 facilities after a vacancy occurred at a local school facility when a private school closed. CALPADS Enrollment the next fall jumped to 193 students, with 38 English Learners (12%), 55 FRPL students (30%), and 21 special education students. Since enrollment was at capacity with 8 TK-

5 multiage classrooms, the school started building a waiting list. It finished the year with 193 students, an ADA 183.75 and an attendance percentage of 94.93.

For 2020-21, its fourth and final year of the charter term, the school has added a ninth multiage classroom teacher and as of October 7, CALPADS day, has an enrollment of 203.

	TK	K	1	2	3	4	5	Class Sizes
Total Students	12	40	28	30	39	27	27	203

RVC is committed to maintain its current level of socioeconomic and ethnic diversity and to this end will continue its outreach efforts, which are explained in the petition. In addition, RVC is proposing to add admission preferences for English Learners and Free and Reduced Price Meal students within the categories of in-district and out-of-district residents.

B. Revenues

This 11-12-20 petition budget has been updated to reflect the final state budget signed on June 29 and updated in August. This budget is based on the actual RVC CALPADS enrollment of 203. Under the recently passed budget amendment, RVC has applied for an increase of its ADA funding from 183.66, which it finished with for 2019-20, to **2020-21 ADA of 193.89**, assuming a 95.51% attendance rate **on the CALPADs enrollment of 203.**

The budget approved by the RVC board on June 16, 2020 used the Governor's May Revise for its revenue assumptions. This included a -7.92% LCFF cola, an enrollment of 215, and an ADA of 208.2 using an attendance percentage of 95%.

Major revenue assumptions include:

- Enrollment and ADA assumptions as outlined above.
- Unduplicated students will increase from 63 to 69.
- The budget assumes zero cola for 2020-2026, assuming that the recovery from the pandemic will be slow.
- The budget assumes that the 2020-21 public school educational environment will be heavily affected by the COVID-19 health crisis, but that education will return to normal in 2021-22 and thereafter.
- State aid deferrals enacted in the current budget bills will happen in 2021 and again of the same magnitude in 2022, a conservative assumption.

- LCFF increases are assumed to be zero for all six years.

For consistency purposes, as a State Board of Education authorized charter school, In Lieu of Property Tax is assumed to be continued to be based on the basic aid district students attending RVC rather than on Ross Valley Elementary District's property tax per ADA. Student basic aid district distribution and total in lieu is assumed to be constant throughout the 6 years. In any case, this does not affect total LCFF revenue, only the amounts contributed by state aid and in lieu of property tax.

In its second and third year, the Charter School received Title I, II and III and in 2020-21 will additionally receive Title IV revenue. Because of this, RVC will receive \$11,239 of CARES Act ESSER Funds which is budgeted in account 8296.

There are three categories in the signed budget related to Learning Loss Mitigation revenue, based on the number of special education students, the amount of supplemental and concentration grant revenue, and overall LCFF. RVC estimates its share of that onetime revenue to be \$93,082. \$79,319 is federal revenue and is budgeted in account 8299. The rest is state general fund revenue and is budgeted in 8590.

RVC has operated afterschool programs for both childcare and enrichment classes. These were ended in March of 2020 and are not being budgeted for 2020-21 as it is not clear at this time how these could be operated under county guidelines of maintaining social bubbles. These programs have produced annual net income of around \$5,000 to \$10,000 per year. It is assumed they will resume at previous levels in 2021-22 and thereafter.

Over the last three years RVC has raised \$496,000 from a family giving campaign, a read-a-thon and an on-line auction. The cumulative enrollment for those three years was 482 producing an average of \$1,029 per enrolled student. In 2020-21 RVC has reduced that to \$620 per enrolled student (assuming 204 students) and starting in 2021-22 to \$920 per enrolled student.

The only other donations assumed are from the Marin Schools Rule Fund and starting in 2021-22 parent fundraising for the 5th grade Walker Creek week-long field trip. Script revenue is budgeted at previous year levels.

On May 8, 2020, RVC received a Cares Act SBA Payroll Protection Program Loan for \$270,653. RVC will apply for forgiveness of that loan in October and expects at least 90% to be forgiven under current forgiveness regulations. The attached budget assumes very conservatively that only 50% of this will be forgiven and taken into revenue in March and the rest paid back over 14 months at a 1% interest rate.

C. Expenses

The default rate on expenses is an increase  rate of 2% per year, except for salaries which is 0% per year, and insurance. Health insurance assumes a 5% increase and liability

insurance a 6% increase. Other rate assumptions are presented in the rate section after the income and expenses below.

Staffing and Benefits

RVC had two of its founding teachers retire at the end of the 2019-20 school year and has hired two new teachers to replace them and one new teacher to teach the new ninth classroom. These new teachers' salaries are significantly lower than the retiring teachers' salaries. [REDACTED]

Ross Valley Charter offers a cafeteria health plan to all full-time employees and will contribute the same as RVSD does for participating employees under its RVTA contract. Assumed cost in the budget is \$11,677 for 2020-21 for each employee participating and increasing by 5% per year thereafter. Three of its current fulltime employees have elected to not use RVC health insurance benefits.

The budget assumes substitutes for six days per classroom teacher at \$150 per day. This reflects RVC's history over the last three years. In the 2020-21 year of COVID impacted education, substitutes will be harder to come by so if a classroom teacher tests positive for COVID, that classroom will likely be quarantined and will go to distance learning for the recommended number of days. So, the substitute cost is less than half of the run rate for 2019-20.

RVC is its own LEA for Special Education Purposes and is a member of the EDCOE Charter SELPA and. RVC employees one full time special education specialist and one part time speech therapist. It contracts for occupational therapy, testing, and mental health services and has recently contracted with a testing specialist for 2020-21 that is considerably less expensive than the one utilized in 2019-20.

The only other full-time staff are a School Director and an Office Manager. Accounts payable, accounting, payroll, and student accounting reporting services will be performed by EdTec and the 2020-23 contract pricing is included in the budget. For the past three years, bookkeeping, budgeting, and financial management services have been performed on a volunteer basis. The budget assumes that in 2020-21 and thereafter bookkeeping services (coding invoices and deposits) will be contracted out to a bookkeeper at a cost of \$10,000 per year. And the budget assumes that in the 2021-22 fiscal year and thereafter, Edtec will assume responsibility for budgeting and financial management services, as it does for its other customers.

All six years include a salary and benefits expense for a 18 hour per week, 52 weeks a year certificated teacher to work as an intervention teacher and English Language Development specialist, as well as two and a half instructional classroom aides.

In 2020-21 the instructional budget includes three non-certificated part time instructors: a PE instructor for 26 hours/week and music and art teachers at 9 hours per week. In 2021-22 and thereafter weekly music instruction hours increase from 9 to 18 hours.

Additional part time employees include two half-time office receptionists, one of whom

speaks Spanish and does outreach and provides support to Spanish-speaking parents to facilitate their access to and inclusion in the charter school educational community. Also budgeted is a contract counselor for 2 hours/week. RVC also employs a Janitor for 30 hours/week. An additional \$10,000 is budgeted in 2020-21 for additional Covid daily cleaning. In 2021-22 three part time employees are budgeted to provide aftercare.

Books and Supplies

The RVC curriculum will continue to be taught in alignment with the Common Core State Standards but the teachers will assemble their own reading and other curricular and reference materials from available on-line resources. The budget reflects \$64 per student for ongoing purchasing of curriculum and reference materials, books, and other instructional equipment, materials and supplies.

Educational and administrative computing is all done using the cloud for storage. Chromebook is the standard educational computing platform and Chromebooks will be supported remotely using Google administrative tools. There is \$20,000 in the 2020-21 budget to buy Chromebooks and charging carts for distance learning. An additional \$10,000 is budgeted in 2020-21 to purchase teacher laptops to better support anticipated remote learning. And there is \$40,000 budgeted in 2021-22 for four complete sets to replace existing classroom sets. Technical support has cost less than \$2,000 for the last two years but it is budgeted at \$4,000 going forward.

For three years, before it was required by changed state law, RVC has provided Free and Reduced Price Meals free of charge at RVC's expense without participating in the National School Meal Program (NSMP). Starting in August of 2020 RVC participated in the NSMP and the net cost of this is budgeted in account 4710 to be \$18,000. No Federal and State revenue has been budgeted for this so the net expense is almost certainly over stated.

Services and Operating Expenses

Services and Operating expenses and cost rates are based on three years of operating experience. The income statements for [2017-18](#), [2018-19](#), and [2019-20](#) are available on the board's web site for the 9-11-18, 9-9-19, and 9-10-2020 meetings at <https://sites.google.com/a/rossvalleycharter.org/rvc-board-docs/>.

RVC has a 5 year facilities lease with a lease option to extend for four years through the 2028-29 school year. Our first year of rent included one month of free rental. The rent increases with the CPI.

EdTec expenses are budgeted to increase by \$31,350 in 2021-22 for the added budgeting and financial management and reporting services it will provide as noted above.

CharterSafe property, liability and workers compensation insurance are budgeted at 2020-21 contracted prices.

Professional development is an important part of the Charter School. Much of the professional development during the year will be run internally at minimal cost in weekly 2 hour teacher meetings, but the school is budgeting \$10,000 for professional

development in 2020-21 and \$15,000 in years after.

Although no afterschool programming is currently being planned for 2020-21 because of COVID safety requirements, it is anticipated that afterschool aftercare and enrichment will be resumed in 2021-22, just as it has been for the first three years of operation. Income for these services is in 8676 and expenses are primarily in 2905 and 5828 and 5829.

RVC uses School Pathways for its student information system. In prior years, RVC booked two other student information system related expenses to 5881, the software used to manage the aftercare program and the Edtec student reporting services to this account. The former were booked to 5829 and the latter to 5812 in 2019-20 and are budgeted there going forward.

Special Education contractor services, booked to 5855 and 5869 are assumed to be at the same level, plus 5% for the growth of student enrollment from 193 to 204. RVC has found a considerably less expensive testing service which accounts for the reduction in 5869 expenses.

RVC is depreciating the costs of purchasing and moving a playground play structure through 2024.

COVID-19 Related Expenses

The 2020-21 school year will definitely be like no other. Schools in Marin were allowed to have students in classrooms when school started in August without a special waiver because the county was almost 400% above the state guidelines for new cases. RVC opened school using full-time distance learning. Starting on November 16, RVC is planning to start with a hybrid model with classrooms of up to 15 students, attending two days per week, kept in separate classroom “cohort-bubbles.”

Given the one-time federal revenue that has been budgeted, RVC has created **three** pools of expense to mitigate both learning loss and community transmission risk and is currently making plans on how to spend that money. The primary approach is to plan for flexibility to maintain as many options as possible as RVC goes through the year. Expenditures will be made with maintaining student/staff safety, educational best practices and flexibility as primary criteria.

In account 5100, RVC is budgeting \$25,000 for PPE and other COVID safety expenses, such as extra cleaning. In account 5101, RVC is budgeting \$36,000 for Learning Loss Mitigation supports.

Finally, RVC has budgeted \$40,000 for 2020-21 in account 5826 Director’s Contingency as an additional holding account until planning progresses to a place that necessary safety and learning loss mitigation expenditure decisions are made.

D. Capital Outlay

RVC has budgeted to spend \$375,000 on an Americans with Disabilities Act voluntary

barrier removal project between September and December 2020. The voluntary barrier removal project is completed and has been approved by the CDE Charter and Facilities Division. There is an additional Fire Alarm Upgrade phase of this project which is starting in mid-November and is planned to be completed by calendar year end. The detailed budget for this project, complete with bids for the contract work, is also included in the Appendix G. A \$355,000 loan from Pacific Charter School Development has been executed and funds disbursed to cover expenses through October. It is assumed that the project will be completely done in January and start depreciating in February.

E. Cash Flow

Included in the following is a 6-year cash flow forecast.

There are various large loan related transactions in the cash flow that are highlighted in gray and explained below.

In year 1, 2020-21, the fixed asset outflow of cash in September represents the \$352,500 to be expended on the ADA voluntary barrier removal project in this fiscal year, as \$22,500 was spent in 2019-20. In the Loans Payable (Long Term) row, is the \$355,000 loan from PCSD whose terms are laid out in the Letter of Intent in Appendix G. In reality, funds will be expended over a period of months and the credit line drawn on for reimbursement as funds are expended but the timing is impossible to predict so it is all put into one month.

Also in 2020-21, in March the cash flow assumes a forgiveness of 50% of the \$370,563 PPP loan obtained on May 8 of 2020. This amount of \$135,282 is in the Federal Revenue income line and also in the Loans Payable (Long Term) for March. Repayment of the remaining \$135,282 begins that month and continues through April of 2022.

In February of 2021 the current state budget calls for the State Aid portion of the LCFF to be deferred. The deferrals currently budgeted by the Department of Finance are for 53% for February, 82% for March, April and May, and 100% for June. Since 89% of RVC's LCFF is in the form of state aid, the total state aid deferral amount by the end of June is projected to be \$580,945 plus \$62,183 for Special Ed state entitlement. Despite RVC's 13%, \$269,519 reserve in June 2020, RVC will have a cash shortfall in April and for several months thereafter.

To cover this shortfall RVC is likely to turn to one of two programs being created to finance these deferrals.¹ One is in conjunction with the California School Finance Authority (CSFA). The other is a private market charter deferral finance program

¹ CSFA TRANS Webinar 07.28.2028.pdf

<https://www.dropbox.com/s/dba1ehiu4uufn1/CSFA%20TRANS%20webinar%2007.28.2020.pdf?dl=0> CA State Deferral Stifel-CAM Financing Program – Overview Presentation to EdTec
<https://www.dropbox.com/s/za1g1v199d9xcz0/CA%20State%20Deferral%20Financing%20Program%20-%20Overview%20Presentation%20for%20Ed%20Tec%20%287-17-20%29.pdf?dl=0>

created by Stifel and Charter Asset Management. Because approximate pricing was available, the program used in the attached budget was the program developed in conjunction with Stifel, a private investment banking firm that works with charter schools, to create Revenue Anticipation Notes (RANs) that are similar to Tax Revenue Anticipation Notes used by districts with their county treasuries.

RVC will also apply for a line of credit, now that its newly enrolled students will be funded by the state.

RANs are publicly-offered bonds with a short maturity (1-13 months) that are sold to Wall Street investors at tax-exempt interest rates.

Schools enter into a bond through Stifel who issues the RANs on behalf of charter schools. Schools commit future LCFF revenue to repay the RANs which are collected through a monthly state intercept in 2021 starting in July through November. The attached cash flow shows this one month later, as RVC receives its LCFF apportionment three weeks late from the Marin County Office of Education.

The annual RAN interest rate ranges from 2.50%- 4.00%, plus financing fees of 2%-3% based on the amount of the deferral. These loans are shown as positive numbers in the Loans Payable (Current) line in the month of April of 2021 and their repayment is shown as negative amounts in this line in August through November as state aid is intercepted. The fees and interest for these RANs, based on current interest rates, are projected in account 5852, Receivable Fees and Interest. The estimated amount of the RAN is for \$480,000.

This budget assumes a repeat of these deferrals in the 2021-22 fiscal year of \$649,421 and borrowings again of \$480,000 at a similar cost and similar repayment method.

Also forecasted for June of 2021 is the repayment of several unsecured notes, with accrued interest, that have been entered into with family and friends of RVC.

The TRAN program was announced by the CSFA on July 28, 2020 and may have lower pricing. It is fully explained in the CFSA slide show referenced in footnote 2. An excerpt of the slides that pertain to charter schools is included at the end of Appendix A.

Finally, in June of 2024, there is a forecasted \$123,080 balloon payment of the remaining balance of the PCSD \$350,000 construction loan for ADA barrier removal.

F. Contingencies and Reserves

Given its size, the Charter School plans to maintain at least 10% undesignated budget reserve for economic uncertainties. It has grown its reserve over its first three years to 13% and plans to eventually have a 40% reserve. The Charter board chair served on the Ross Valley School Board for 15 years. The volunteer Business Official served on the same board for six years and has extensive private sector financial management experience. He managed an \$8 million IT budget and staff at Westamerica Bank for over 25 years. He has also been to numerous CBO trainings presented by CASBO and

Ross Valley Charter School
Multi-year Projection
As of Sep FY2021

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
SUMMARY						
Revenue						
LCFF Entitlement	1,718,301	1,867,819	1,867,468	1,865,752	1,865,506	1,865,506
Federal Revenue	279,038	54,403	56,778	56,778	56,778	56,778
Other State Revenues	178,336	179,859	180,165	180,165	180,165	178,289
Local Revenues	8,500	197,193	197,193	197,193	197,193	197,193
Fundraising and Grants	130,570	208,240	208,240	208,240	208,240	208,240
Total Revenue	2,314,745	2,507,514	2,509,844	2,508,128	2,507,882	2,506,006
Expenses						
Compensation and Benefits	1,493,330	1,598,117	1,624,330	1,630,877	1,628,012	1,635,231
Books and Supplies	37,954	76,768	37,260	37,759	38,265	38,779
Services and Other Operating Expenditures	611,562	689,939	672,195	682,884	694,473	697,655
Depreciation	26,793	58,043	58,043	58,043	56,942	56,290
Other Outflows	14,962	7,369	4,697	3,172	-	-
Total Expenses	2,184,601	2,430,236	2,396,525	2,412,734	2,417,692	2,427,955
Operating Income	130,144	77,279	113,320	95,394	90,190	78,052
Fund Balance						
Beginning Balance (Unaudited)	269,519	399,663	476,942	590,262	685,656	775,846
Audit Adjustment						
Beginning Balance (Audited)	269,519	399,663	476,942	590,262	685,656	775,846
Operating Income	130,144	77,279	113,320	95,394	90,190	78,052
Ending Fund Balance	399,663	476,942	590,262	685,656	775,846	853,897
Total Revenue Per ADA	11,939	11,826	11,837	11,829	11,828	11,819
Total Expenses Per ADA	11,267	11,462	11,303	11,379	11,402	11,451
Operating Income Per ADA	671	364	534	450	425	368
Fund Balance as a % of Expenses	18%	20%	25%	28%	32%	35%

Ross Valley Charter School
Multi-year Projection
As of Sep FY2021

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Key Assumptions						
Enrollment Breakdown						
TK	12	-	6	6	6	6
K	40	36	30	30	30	30
1	28	36	36	36	36	36
2	30	36	36	36	36	36
3	39	36	36	36	36	36
4	27	39	39	39	39	39
5	27	39	39	39	39	39
Total Enrolled	203	222	222	222	222	222
ADA %						
K-3	95.5%	95.5%	95.5%	95.5%	95.5%	95.5%
4-6	95.5%	95.5%	95.5%	95.5%	95.5%	95.5%
Average ADA %	95.5%	95.5%	95.5%	95.5%	95.5%	95.5%
ADA						
K-3	142	138	138	138	138	138
4-6	52	74	74	74	74	74
Total ADA	194	212	212	212	212	212
Demographic Information						
CALPADS Enrollment (for unduplicated % calc)	203	222	222	222	222	222
# Unduplicated (CALPADS)	69	72	72	72	72	72
# Free & Reduced Lunch (CALPADS)	61	63	63	63	63	63
# ELL (CALPADS)	40	44	44	44	44	44
New Students	10	19	-	-	-	-
School Information						
FTE's	17.5	19.7	19.7	19.7	19.7	19.7
Teachers	11	11	11	11	11	11
Certificated Pay Increases	0%	0%	0%	0%	0%	0%
Classified Pay Increases	0%	0%	0%	0%	0%	0%
# of school days	-	-	-	-	-	-
Default Expense Inflation Rate		2%	2%	2%	2%	2%

Ross Valley Charter School
Multi-year Projection
As of Sep FY2021

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
8811 Net Readathon Revenue	20,000	42,180	42,180	42,180	42,180	42,180
8812 Net Auction Revenue	6,570	11,100	11,100	11,100	11,100	11,100
SUBTOTAL - Fundraising and Grants	130,570	208,240	208,240	208,240	208,240	208,240
TOTAL REVENUE	2,314,745	2,507,514	2,509,844	2,508,128	2,507,882	2,506,006

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
Multi-year Projection
As of Sep FY2021

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
EXPENSES						
Compensation & Benefits						
Certificated Salaries						
1100 Teachers Salaries	670,128	670,128	670,128	670,128	670,128	670,128
1103 Teacher - Substitute Pay	3,750	8,316	8,316	8,316	8,316	8,316
1148 Teacher - Special Ed	123,630	123,630	123,630	123,630	123,630	123,630
1200 Certificated Pupil Support Salaries	34,632	46,176	46,176	46,176	46,176	46,176
1300 Certificated Supervisor & Administrator Salaries	112,200	112,200	112,200	112,200	112,200	112,200
SUBTOTAL - Certificated Salaries	944,340	960,450	960,450	960,450	960,450	960,450
Classified Salaries						
2101 Classified - Electives	53,653	65,545	65,545	65,545	65,545	65,545
2103 Classified - Classroom Aides	43,173	51,824	51,824	51,824	51,824	51,824
2300 Classified Supervisor & Administrator Salaries	59,850	59,850	59,850	59,850	59,850	59,850
2400 Classified Clerical & Office Salaries	44,000	44,000	44,000	44,000	44,000	44,000
2905 Other Classified - After School	-	50,400	50,400	50,400	50,400	50,400
2930 Custodian	24,600	24,600	24,600	24,600	24,600	24,600
SUBTOTAL - Classified Salaries	225,276	296,219	296,219	296,219	296,219	296,219
Employee Benefits						
3100 STRS	152,511	153,864	173,841	173,841	173,841	173,841
3300 OASDI-Medicare-Alternative	30,927	36,587	36,587	36,587	36,587	36,587
3400 Health & Welfare Benefits	116,099	124,711	130,946	137,494	144,368	151,587
3500 Unemployment Insurance	8,973	11,206	11,206	11,206	1,466	1,466
3600 Workers Comp Insurance	15,205	15,080	15,080	15,080	15,080	15,080
SUBTOTAL - Employee Benefits	323,714	341,448	367,661	374,208	371,343	378,562
Books & Supplies						
4100 Approved Textbooks & Core Curricula Materials	1,015	1,127	1,144	1,161	1,178	1,196
4200 Books & Other Reference Materials	1,421	1,577	1,601	1,625	1,649	1,674
4320 Educational Software	1,000	1,015	1,030	1,046	1,061	1,077
4325 Instructional Materials & Supplies	4,440	4,440	4,507	4,574	4,643	4,712
4326 Art & Music Supplies	1,500	1,523	1,545	1,569	1,592	1,616

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
Multi-year Projection
As of Sep FY2021

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
4330 Office Supplies	2,000	1,200	1,218	1,236	1,255	1,274
4335 PE Supplies	360	365	371	376	382	388
4346 Teacher Supplies	4,000	4,000	4,000	4,000	4,000	4,000
4410 Classroom Furniture, Equipment & Supplies	2,000	1,000	1,015	1,030	1,046	1,061
4420 Computers: individual items less than \$5k	1,015	41,030	1,046	1,061	1,077	1,093
4430 Non Classroom Related Furniture, Equipment & Supplies	1,000	1,015	1,030	1,046	1,061	1,077
4710 Student Food Services	18,000	18,270	18,544	18,822	19,105	19,391
4720 Other Food	203	206	209	212	215	219
SUBTOTAL - Books and Supplies	37,954	76,768	37,260	37,759	38,265	38,779
Services & Other Operating Expenses						
5100 PPE and Other Covid Safety Expenses	25,000	-	-	-	-	-
5101 LLM funded services and supports	36,000	-	-	-	-	-
5200 Travel & Conferences	-	1,000	1,015	1,030	1,046	1,061
5300 Dues & Memberships	1,800	1,827	1,854	1,882	1,910	1,939
5450 Insurance - Other	34,985	37,084	39,309	41,668	44,168	46,818
5515 Janitorial, Gardening Services & Supplies	2,538	2,576	2,614	2,653	2,693	2,734
5525 Utilities - Waste	4,466	4,533	4,601	4,670	4,740	4,811
5530 Utilities - Water	3,045	3,091	3,137	3,184	3,232	3,280
5535 Utilities - PGE Sewer	9,135	9,272	9,411	9,552	9,696	9,841
5605 Equipment Leases	3,654	3,709	3,764	3,821	3,878	3,936
5610 Rent	185,075	187,851	190,668	193,528	196,431	199,378
5615 Repairs and Maintenance - Building	5,125	5,202	5,280	5,359	5,439	5,521
5803 Accounting Fees	13,600	13,804	14,011	14,221	14,435	14,651
5805 SELPA Fees	4,051	4,496	4,564	4,632	4,702	4,772
5812 EdTec Business and Student Reportng Services	66,425	97,775	100,500	103,515	106,620	101,077
5820 Bookkeeping Services	10,000	10,000	10,150	10,302	10,457	10,614
5824 CDE Oversight Fees	17,441	19,243	19,239	18,658	18,655	18,655
5826 Directors Contingency	40,000	-	-	-	-	-
5828 Aftercare Expenses	-	1,000	1,015	1,030	1,046	1,061
5829 After school Enrichment Program	-	120,000	120,000	120,000	120,000	120,000
5830 Field Trips Expenses	-	15,595	15,829	16,066	16,307	16,552
5836 Fingerprinting	200	203	206	209	212	215
5845 Legal Fees	10,075	5,151	5,228	5,307	5,386	5,467
5851 Marketing and Student Recruiting	11,165	11,332	11,502	11,675	11,850	12,028
5852 Receivable Fees and Interest	27,500	28,500	-	-	-	-
5854 Counselling Contracting	5,000	5,075	5,151	5,228	5,307	5,386

Ross Valley Charter School
Multi-year Projection
As of Sep FY2021

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
5855 MH SPED Contractors	14,948	15,172	15,400	15,631	15,865	16,103
5857 Payroll Fees	4,060	4,121	4,183	4,245	4,309	4,374
5863 Professional Development	10,000	15,000	15,225	15,453	15,685	15,920
5869 Special Education Contract Instructors	41,610	42,234	42,868	43,511	44,163	44,826
5875 Staff Recruiting	700	711	721	732	743	754
5880 Student Health Services	1,218	1,236	1,255	1,274	1,293	1,312
5881 Student Information System	5,038	5,114	5,191	5,269	5,348	5,428
5887 Technology Services	4,100	4,162	4,224	4,287	4,352	4,417
5910 Communications - Internet / Website Fees	6,000	6,090	6,181	6,274	6,368	6,464
5915 Postage and Delivery	609	676	686	696	707	717
5920 Communications - Telephone & Fax	7,000	7,105	7,212	7,320	7,430	7,541
SUBTOTAL - Services & Other Operating Exp.	611,562	689,939	672,195	682,884	694,473	697,655
Depreciation Expense						
6900 Depreciation	26,793	58,043	58,043	58,043	56,942	56,290
SUBTOTAL - Depreciation Expense	26,793	58,043	58,043	58,043	56,942	56,290
Other Outflows						
7438 Long term debt - Interest	14,962	7,369	4,697	3,172	-	-
SUBTOTAL - Other Outflows	14,962	7,369	4,697	3,172	-	-
TOTAL EXPENSES	2,184,601	2,430,236	2,396,525	2,412,734	2,417,692	2,427,955

Ross Valley Charter Appendices and
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Ross Valley Charter School
2020-21
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	Year 1 2020-21	Year 2 2021-22	Year 3 2022-23	Year 4 2023-24	Year 5 2024-25	Year 6 2025-26	Driver/ Rate Type
Revenues and related expenses							
Statewide LCFF Assumptions							
LCFF COLA	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
TK-3 LCFF Base	7,702	7,702	7,702	7,702	7,702	7,702	
4-6 LCFF Base	7,818	7,818	7,818	7,818	7,818	7,818	
TK-3 Gr Span Adj	801	801	801	801	801	801	
9-12 Gr Span Adj	243	243	243	243	243	243	
School LCFF Assumptions							
LCFF per ADA	8,862	8,809	8,807	8,799	8,798	8,798	
ILPT per ADA	809	809	809	809	809	809	
Unduplicated Pupil % (3 year avg)	32.55%	33.09%	32.99%	32.50%	32.43%	32.43%	
District UPP	11.14%	11.14%	11.14%	11.14%	11.14%	11.14%	
Other Federal and State Revenues							
EDCOE SELPA Federal Rate	125.00	125.00	125.00	125.00	125.00	125.00	Prior Year Enrollment
EDCOE SELPA State Rate	625.00	625.00	625.00	625.00	625.00	625.00	ADA
Mandated Cost Reimbursements: K-8	16.86	16.86	16.86	16.86	16.86	16.86	Prior Year Enrollment
Mandated Cost Reimbursements: 9-12	46.87	46.87	46.87	46.87	46.87	46.87	Prior Year Enrollment
One Time Funding	0.00	0.00	0.00	0.00	0.00	0.00	Prior Year Enrollment
State Lottery Unrestricted	150.00	150.00	150.00	150.00	150.00	150.00	ADA
State Lottery Restricted	49.00	49.00	49.00	49.00	49.00	49.00	ADA
Fees							
Authorizer Fees	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	% of LCFF
Payroll							
Annual Pay Increase							
Certificated		0.00%	0.00%	0.00%	0.00%	0.00%	
Classified		0.00%	0.00%	0.00%	0.00%	0.00%	
Benefits							
STRS	16.15%	16.02%	18.10%	18.10%	18.10%	18.10%	% of eligible payroll
Social Security	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	% of eligible payroll

Ross Valley Charter Appendices and
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Ross Valley Charter School
Monthly Cash Forecast
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	2020-21													Remaining Balance
	Actuals & Forecast													
	Jul Actuals	Aug Actuals	Sep Actuals	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast	Forecast	
Beginning Cash	334,633	211,847	333,255	313,326	432,551	416,984	382,060	411,571	359,766	268,207	562,505	463,506		
REVENUE														
LCFF Entitlement	-	555	142,964	137,295	128,667	128,667	211,850	128,667	68,432	36,925	63,208	26,208	1,718,301	644,862
Federal Revenue	-	2,303	-	70,307	7,257	-	9,518	7,257	135,327	12,063	15,686	-	279,038	19,320
Other State Revenue	4,928	6,134	9,956	21,418	7,655	10,752	7,655	13,755	1,167	1,167	9,602	21,910	178,336	62,237
Other Local Revenue	401	4,331	254	(2,277)	583	958	583	583	958	583	583	958	8,500	-
Fundraising & Grants	-	500	46,954	(1,541)	26,152	17,363	4,641	481	27,070	14	7,578	1,360	130,570	-
TOTAL REVENUE	5,329	13,823	200,128	225,202	170,315	157,740	234,248	150,743	232,954	50,751	96,658	50,437	2,314,745	726,418
EXPENSES														
Certificated Salaries	52,617	80,694	81,987	73,678	81,536	81,536	81,536	82,854	82,854	81,536	82,854	80,658	944,340	-
Classified Salaries	6,679	7,836	15,457	21,700	19,506	19,506	21,301	24,141	24,141	21,361	24,141	19,508	225,276	-
Employee Benefits	31,155	11,878	41,373	28,186	27,338	27,338	31,064	28,373	28,373	26,054	26,499	16,083	323,714	-
Books & Supplies	-	-	20,738	(12,994)	1,663	8,024	1,663	6,732	1,663	7,140	1,663	1,663	37,954	-
Services & Other Operating Expenses	53,728	15,500	60,367	55,752	46,208	46,645	53,770	45,056	46,974	74,426	45,017	68,127	611,562	(8)
Capital Outlay & Depreciation	-	-	-	2,233	2,233	2,233	2,233	2,233	2,233	2,233	2,233	8,931	26,793	-
Other Outflows	3,325	6,013	4,079	(12,525)	636	620	613	594	790	791	753	9,273	14,962	-
TOTAL EXPENSES	147,503	121,922	224,001	156,030	179,120	185,902	192,180	189,982	187,027	213,541	183,158	204,243	2,184,601	(8)
Operating Cash Inflow (Outflow)	(142,175)	(108,099)	(23,873)	69,172	(8,804)	(28,162)	42,068	(39,238)	45,927	(162,790)	(86,501)	(153,806)	130,144	726,426
Revenues - Prior Year Accruals	18,452	220,872	35,254	78,336	-	-	-	-	-	-	-	-	-	-
Other Assets	27,298	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed Assets	-	-	(37,942)	(312,325)	2,233	2,233	2,233	2,233	2,233	2,233	2,233	8,931	-	-
Expenses - Prior Year Accruals	-	-	(16,150)	(26,048)	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	(22,027)	7,410	21,640	(35,914)	-	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(4,334)	1,225	1,142	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	-	-
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	480,000	-	-	-	-
Loans Payable (Long Term)	-	-	-	344,584	(10,416)	(10,416)	(16,210)	(16,220)	(141,140)	(26,566)	(16,152)	(119,670)	-	-
Ending Cash	211,847	333,255	313,326	432,551	416,984	382,060	411,571	359,766	268,207	562,505	463,506	200,381		

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Ross Valley Charter School
Monthly Cash Forecast
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	2021-22													Forecast	Remaining Balance
	Actuals & Forecast														
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast			
Beginning Cash	200,381	80,132	13,461	23,211	(55)	40,628	105,702	147,755	101,368	485,659	344,584	259,468			
REVENUE															
LCFF Entitlement	-	75,617	75,617	145,805	136,111	136,111	226,731	136,111	76,498	41,713	69,760	29,297	1,867,819	718,446	
Federal Revenue	-	-	-	-	7,257	-	-	7,257	-	12,688	7,257	-	54,403	19,945	
Other State Revenue	-	6,059	6,059	10,906	10,906	14,175	10,906	11,878	2,347	2,347	9,225	38,489	179,859	56,563	
Other Local Revenue	1,308	1,308	19,683	19,308	19,308	19,683	19,308	19,308	19,683	19,308	19,308	19,683	197,193	-	
Fundraising & Grants	-	755	70,882	(2,553)	39,253	26,186	6,779	499	52,556	(464)	12,119	2,229	208,240	-	
TOTAL REVENUE	1,308	83,739	172,241	173,466	212,835	196,154	263,724	175,052	151,084	75,591	117,670	89,698	2,507,514	794,953	
EXPENSES															
Certificated Salaries	53,375	77,734	83,752	83,752	82,308	82,308	82,308	83,752	83,752	82,308	83,752	81,345	960,450	-	
Classified Salaries	4,988	11,224	29,847	30,927	25,636	26,716	25,636	30,927	29,847	26,716	29,847	23,909	296,219	-	
Employee Benefits	34,822	26,805	32,643	29,364	28,147	28,229	32,629	29,364	29,281	26,816	27,307	16,040	341,448	-	
Books & Supplies	4,875	4,875	9,721	1,137	4,875	11,332	4,875	10,020	4,875	10,434	4,875	4,875	76,768	-	
Services & Other Operating Expenses	33,432	31,585	56,590	48,517	51,929	56,630	62,816	53,971	85,631	56,367	54,126	98,346	689,939	-	
Capital Outlay & Depreciation	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	58,043	-	
Other Outflows	716	698	683	668	653	638	623	608	593	578	458	452	7,369	-	
TOTAL EXPENSES	137,045	157,758	218,074	199,203	198,385	210,690	213,724	213,479	238,816	208,055	205,202	229,804	2,430,236	-	
Operating Cash Inflow (Outflow)	(135,737)	(74,020)	(45,833)	(25,737)	14,450	(14,536)	50,000	(38,427)	(87,732)	(132,464)	(87,532)	(140,106)	77,279	794,953	
Revenues - Prior Year Accruals	27,282	160,820	182,861	129,765	129,765	87,541	-	-	-	-	-	-	-	-	
Other Assets	15,180	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fixed Assets	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	-	
Expenses - Prior Year Accruals	8	-	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Summerholdback for Teachers	(15,630)	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	-	
Loans Payable (Current)	-	(145,600)	(119,392)	(119,392)	(95,616)	-	-	-	480,000	-	-	-	-	-	
Loans Payable (Long Term)	(16,189)	(14,129)	(14,144)	(14,159)	(14,174)	(14,189)	(14,204)	(14,219)	(14,234)	(14,869)	(3,842)	(3,848)	-	-	
Ending Cash	80,132	13,461	23,211	(55)	40,628	105,702	147,755	101,368	485,659	344,584	259,468	121,772			

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Ross Valley Charter School
Monthly Cash Forecast
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	2022-23													Forecast	Remaining Balance
	Actuals & Forecast														
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast			
Beginning Cash	121,772	110,649	58,218	14,688	7,592	106,305	226,464	299,349	283,426	301,410	292,678	331,819			
REVENUE															
LCFF Entitlement	-	82,677	82,677	175,956	148,819	148,819	248,391	148,819	143,903	154,504	184,366	143,903	1,867,468	204,634	
Federal Revenue	-	-	-	-	7,257	-	-	7,257	-	13,875	7,257	-	56,778	21,132	
Other State Revenue	-	6,626	6,626	11,927	11,927	15,502	11,927	21,457	11,927	11,927	21,152	37,241	180,165	11,927	
Other Local Revenue	1,308	1,308	19,683	19,308	19,308	19,683	19,308	19,308	19,683	19,308	19,308	19,683	197,193	-	
Fundraising & Grants	-	755	70,882	(2,553)	39,253	26,186	6,779	499	52,556	(464)	12,119	2,229	208,240	-	
TOTAL REVENUE	1,308	91,366	179,868	204,637	226,563	210,189	286,404	197,340	228,069	199,150	244,202	203,056	2,509,844	237,693	
EXPENSES															
Certificated Salaries	53,375	77,734	83,752	83,752	82,308	82,308	82,308	83,752	83,752	82,308	83,752	81,345	960,450	-	
Classified Salaries	4,988	11,224	29,847	30,927	25,636	26,716	25,636	30,927	29,847	26,716	29,847	23,909	296,219	-	
Employee Benefits	36,971	28,942	34,905	31,626	30,378	30,461	34,861	31,626	31,543	29,047	29,569	17,732	367,661	-	
Books & Supplies	1,560	1,560	6,479	(2,234)	1,560	8,113	1,560	6,782	1,560	7,202	1,560	1,560	37,260	-	
Services & Other Operating Expenses	34,039	32,164	57,364	49,355	52,818	57,589	63,868	54,891	58,098	57,322	55,048	99,639	672,195	-	
Capital Outlay & Depreciation	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	58,043	-	
Other Outflows	445	439	429	418	408	397	387	376	366	355	344	334	4,697	-	
TOTAL EXPENSES	136,215	156,899	217,612	198,681	197,945	210,422	213,457	213,191	210,002	207,788	204,957	229,356	2,396,525	-	
Operating Cash Inflow (Outflow)	(134,907)	(65,534)	(37,745)	5,956	28,618	(233)	72,948	(15,851)	18,066	(8,638)	39,245	(26,300)	113,320	237,693	
Revenues - Prior Year Accruals	138,432	175,874	127,701	120,444	120,444	120,444	-	-	-	-	-	-	-	-	
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fixed Assets	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	-	
Expenses - Prior Year Accruals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Summerholdback for Teachers	(15,630)	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	-	
Loans Payable (Current)	-	(162,762)	(133,465)	(133,465)	(50,308)	-	-	-	-	-	-	-	-	-	
Loans Payable (Long Term)	(3,854)	(6,267)	(6,278)	(6,288)	(6,299)	(6,309)	(6,320)	(6,330)	(6,341)	(6,352)	(6,362)	(6,373)	-	-	
Ending Cash	110,649	58,218	14,688	7,592	106,305	226,464	299,349	283,426	301,410	292,678	331,819	305,404			

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Ross Valley Charter School
Monthly Cash Forecast
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	2023-24													Forecast	Remaining Balance
	Actuals & Forecast														
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast			
Beginning Cash	305,404	182,800	315,332	283,294	271,140	298,064	295,957	358,980	341,294	362,461	356,840	399,211			
REVENUE															
LCFF Entitlement	-	82,591	82,591	159,266	148,664	148,664	240,192	148,664	148,664	159,266	189,127	148,664	1,865,752	209,396	
Federal Revenue	-	-	-	-	7,257	-	-	7,257	-	13,875	7,257	-	56,778	21,132	
Other State Revenue	-	6,626	6,626	11,927	11,927	15,502	11,927	21,457	11,927	11,927	21,152	37,241	180,165	11,927	
Other Local Revenue	1,308	1,308	19,683	19,308	19,308	19,683	19,308	19,308	19,683	19,308	19,308	19,683	197,193	-	
Fundraising & Grants	-	755	70,882	(2,553)	39,253	26,186	6,779	499	52,556	(464)	12,119	2,229	208,240	-	
TOTAL REVENUE	1,308	91,280	179,782	187,947	226,409	210,034	278,206	197,186	232,830	203,911	248,964	207,818	2,508,128	242,455	
EXPENSES															
Certificated Salaries	53,375	77,734	83,752	83,752	82,308	82,308	82,308	83,752	83,752	82,308	83,752	81,345	960,450	-	
Classified Salaries	4,988	11,224	29,847	30,927	25,636	26,716	25,636	30,927	29,847	26,716	29,847	23,909	296,219	-	
Employee Benefits	38,062	29,488	35,450	32,171	30,924	31,007	35,406	32,171	32,089	29,593	30,115	17,732	374,208	-	
Books & Supplies	1,578	1,578	6,571	(2,273)	1,578	8,230	1,578	6,879	1,578	7,305	1,578	1,578	37,759	-	
Services & Other Operating Expenses	34,675	32,772	58,170	50,238	53,753	58,595	64,969	55,857	59,111	58,324	56,016	100,405	682,884	-	
Capital Outlay & Depreciation	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	58,043	-	
Other Outflows	323	313	302	291	280	270	259	248	238	227	216	205	3,172	-	
TOTAL EXPENSES	137,838	157,945	218,929	199,944	199,316	211,963	214,993	214,671	211,452	209,310	206,360	230,012	2,412,734	-	
Operating Cash Inflow (Outflow)	(136,530)	(66,665)	(39,148)	(11,997)	27,093	(1,929)	63,212	(17,485)	21,378	(5,399)	42,603	(22,195)	95,394	242,455	
Revenues - Prior Year Accruals	31,103	199,334	7,257	-	-	-	-	-	-	-	-	-	-	-	
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fixed Assets	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	4,837	-	
Expenses - Prior Year Accruals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Summerholdback for Teachers	(15,630)	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	-	
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Loans Payable (Long Term)	(6,383)	(6,394)	(6,405)	(6,415)	(6,426)	(6,437)	(6,447)	(6,458)	(6,469)	(6,480)	(6,491)	(123,080)	-	-	
Ending Cash	182,800	315,332	283,294	271,140	298,064	295,957	358,980	341,294	362,461	356,840	399,211	260,194			

Ross Valley Charter Appendices and Supporting Documents

Ross Valley Charter School
Monthly Cash Forecast
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	2024-25													Forecast	Remaining Balance
	Actuals & Forecast														
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast	Forecast		
Beginning Cash	260,194	142,969	286,231	262,808	256,380	288,433	291,282	363,161	350,980	377,683	377,036	424,501			
REVENUE															
LCFF Entitlement	-	82,579	82,579	159,244	148,642	148,642	240,170	148,642	148,642	159,244	189,105	148,642	1,865,506	209,374	
Federal Revenue	-	-	-	-	7,257	-	-	7,257	-	13,875	7,257	-	56,778	21,132	
Other State Revenue	-	6,626	6,626	11,927	11,927	15,502	11,927	21,457	11,927	11,927	21,152	37,241	180,165	11,927	
Other Local Revenue	1,308	1,308	19,683	19,308	19,308	19,683	19,308	19,308	19,683	19,308	19,683	19,683	197,193	-	
Fundraising & Grants	-	755	70,882	(2,553)	39,253	26,186	6,779	499	52,556	(464)	12,119	2,229	208,240	-	
TOTAL REVENUE	1,308	91,268	179,770	187,925	226,387	210,012	278,183	197,164	232,808	203,889	248,941	207,795	2,507,882	242,433	
EXPENSES															
Certificated Salaries	53,375	77,734	83,752	83,752	82,308	82,308	82,308	83,752	83,752	82,308	83,752	81,345	960,450	-	
Classified Salaries	4,988	11,224	29,847	30,927	25,636	26,716	25,636	30,927	29,847	26,716	29,847	23,909	296,219	-	
Employee Benefits	38,721	29,573	32,614	32,257	31,497	31,579	32,083	32,257	32,175	30,166	30,688	17,732	371,343	-	
Books & Supplies	1,597	1,597	6,665	(2,312)	1,597	8,348	1,597	6,977	1,597	7,410	1,597	1,597	38,265	-	
Services & Other Operating Expenses	35,324	33,393	58,992	51,149	54,717	59,632	66,101	56,852	60,156	59,357	57,014	101,787	694,473	-	
Capital Outlay & Depreciation	4,745	4,745	4,745	4,745	4,745	4,745	4,745	4,745	4,745	4,745	4,745	4,745	56,942	-	
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL EXPENSES	138,750	158,266	216,615	200,519	200,500	213,330	212,470	215,510	212,271	210,702	207,642	231,116	2,417,692	-	
Operating Cash Inflow (Outflow)	(137,442)	(66,999)	(36,846)	(12,594)	25,887	(3,317)	65,713	(18,347)	20,536	(6,813)	41,299	(23,320)	90,190	242,433	
Revenues - Prior Year Accruals	31,103	204,095	7,257	-	-	-	-	-	-	-	-	-	-	-	
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fixed Assets	4,745	4,745	4,745	4,745	4,745	4,745	4,745	4,745	4,745	4,745	4,745	4,745	4,745	-	
Expenses - Prior Year Accruals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Summerholdback for Teachers	(15,630)	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	-	
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Loans Payable (Long Term)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Ending Cash	142,969	286,231	262,808	256,380	288,433	291,282	363,161	350,980	377,683	377,036	424,501	407,348			

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
Monthly Cash Forecast
As of Sep FY2021

	2025-26													Forecast	Remaining Balance
	Actuals & Forecast														
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast			
Beginning Cash	407,348	288,966	431,680	407,451	400,248	431,414	433,201	504,023	490,437	516,171	514,480	560,632			
REVENUE															
LCFF Entitlement	-	82,579	82,579	159,244	148,642	148,642	240,170	148,642	148,642	159,244	189,105	148,642	1,865,506	209,374	
Federal Revenue	-	-	-	-	7,257	-	-	7,257	-	13,875	7,257	-	56,778	21,132	
Other State Revenue	-	6,626	6,626	11,927	11,927	15,502	11,927	21,052	11,927	11,927	20,759	36,164	178,289	11,927	
Other Local Revenue	1,308	1,308	19,683	19,308	19,308	19,683	19,308	19,308	19,683	19,308	19,308	19,683	197,193	-	
Fundraising & Grants	-	755	70,882	(2,553)	39,253	26,186	6,779	499	52,556	(464)	12,119	2,229	208,240	-	
TOTAL REVENUE	1,308	91,268	179,770	187,925	226,387	210,012	278,183	196,758	232,808	203,889	248,549	206,718	2,506,006	242,433	
EXPENSES															
Certificated Salaries	53,375	77,734	83,752	83,752	82,308	82,308	82,308	83,752	83,752	82,308	83,752	81,345	960,450	-	
Classified Salaries	4,988	11,224	29,847	30,927	25,636	26,716	25,636	30,927	29,847	26,716	29,847	23,909	296,219	-	
Employee Benefits	39,924	30,175	33,216	32,859	32,098	32,181	32,685	32,859	32,776	30,767	31,289	17,732	378,562	-	
Books & Supplies	1,616	1,616	6,760	(2,351)	1,616	8,469	1,616	7,076	1,616	7,516	1,616	1,616	38,779	-	
Services & Other Operating Expenses	35,259	33,298	59,102	51,362	54,983	59,972	66,538	57,151	60,504	59,693	57,314	102,479	697,655	-	
Capital Outlay & Depreciation	4,691	4,691	4,691	4,691	4,691	4,691	4,691	4,691	4,691	4,691	4,691	4,691	56,290	-	
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL EXPENSES	139,853	158,738	217,367	201,239	201,332	214,337	213,474	216,456	213,186	211,691	208,509	231,773	2,427,955	-	
Operating Cash Inflow (Outflow)	(138,545)	(67,471)	(37,598)	(13,315)	25,055	(4,325)	64,710	(19,698)	19,622	(7,802)	40,040	(25,055)	78,052	242,433	
Revenues - Prior Year Accruals	31,103	204,073	7,257	-	-	-	-	-	-	-	-	-	-	-	
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fixed Assets	4,691	4,691	4,691	4,691	4,691	4,691	4,691	4,691	4,691	4,691	4,691	4,691	4,691	-	
Expenses - Prior Year Accruals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Summerholdback for Teachers	(15,630)	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	1,421	-	
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Loans Payable (Long Term)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Ending Cash	288,966	431,680	407,451	400,248	431,414	433,201	504,023	490,437	516,171	514,480	560,632	541,689			

From: **Matthew Huddleston** <MHuddleston@cde.ca.gov>
Date: Mon, Nov 9, 2020 at 11:13 AM
Subject: Authorization to Use School Facility for In-Person Learning
To: Luke Duchene (luke.duchene@rossvalleycharter.org)
<luke.duchene@rossvalleycharter.org>
Cc: Carrie Lopes <CLopes@cde.ca.gov>

Dear Director Duchene:

On October 30, 2020, California Department of Education (CDE) staff conducted a site visit for Ross Valley Charter (RVC) located at 102 Miranda Drive, Fairfax, CA 94930. The site was found to be safe and clean as well as compliant with local building codes and zoning provisions.

The CDE has determined that RVC has complied with the conditions set forth by the California State Board of Education (SBE) pertaining to the opening and operation of a new, expanded, and/or remodeled school. Accordingly, we confirm the authorization

for RVC to operate the facility located in Fairfax, California. Furthermore, we confirm that RVC has complied with all conditions set forth by the SBE with regard to facilities.

If you have any questions regarding this subject, please contact Matt Huddleston, Education Programs Consultant, Charter Schools Division, by phone at 916-323-5833 or by email at mhuddleston@cde.ca.gov.

Sincerely,

Matthew L. Huddleston, Education Programs Consultant
Charter Schools Division, State Board of Education Charter Schools Oversight Unit
California Department of Education
1430 N Street, Suite 5410
Sacramento CA 95814
916-323-5833
mhuddleston@cde.ca.gov

*"Being deeply learned and skilled, being well trained and using well spoken words:
This is good luck!"*

- anonymous

From: **Garrett Toy** <gtoy@townoffairfax.org>
Date: Mon, Nov 16, 2020 at 3:36 PM
Subject: RE: Assistance Needed
To: Sharon Sagar <sharon.sagar@rossvalleycharter.org>
CC: Mark Lockaby <mlockaby@townoffairfax.org>, Robert Bastianon <rbastianon@rossvalleyfire.org>

Hi Sharon,

We spoke to Ross Valley Fire (RVFD) and agreed that as long as RVC follows the Ross Valley Fire requirements/guidelines regarding the alarm system, the Town does not need to issue a TOC. If for some reason RVC does not comply with the RVFD conditions, the Town may rethink its position on the TOC requirement.

Thanks

Garrett

=====

Garrett Toy
Town Manager
[Town of Fairfax](#)
[142 Bolinas Rd](#)
Fairfax, CA 94930

415-458-2345

Note: my preferred form of contact is email during this time

NOTE: Please visit www.townoffairfax.org for information and resources on coronavirus as well as information on Town matters and operations.

NOTICE: This communication may contain confidential information. If you are not the intended recipient of this communication, or an employee or agent responsible for delivering this communication to the intended recipient, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

From: Sharon Sagar <sharon.sagar@rossvalleycharter.org>
Sent: Monday, November 16, 2020 2:56 PM
To: Garrett Toy <gtoy@townoffairfax.org>
Subject: Assistance Needed

Hello Garrett,

I hope that you have had an opportunity to speak to Mark L. about RVC today.

We find ourselves caught in a difficult position, as Rob B. at Ross Valley Fire seems to think we need a TOC (Temporary Occupancy Certificate) from the town, but Mark seems to think that the level of work we did doesn't seem to require anything different than the Occupancy Certificate that we were already granted at move-in.

We would just like a simple email from the town stating that the work we did would not require a new occupancy certification, or something to that effect.

We are caught in a difficult situation as our students are scheduled to return tomorrow and yet because we are working with two different organizations we can't seem to get clarity. The fire department is having us upgrade the current fire alarm system, and we are beginning that work (bringing the entire school site up to current code.) In most cases, the current system will continue to work but if it is turned off and students are at school, we have agreed to have a 'fire watch' on site. The newly upgraded system will be installed now through early January.

If you have any questions, please let me know.

Thank you,

Sharon Sagar 415-847-0035

Our school mailing address is [102 Marinda Drive Fairfax, CA 94930](#) Phone (415)534-6970

--

From: **Robert Bastianon** <rbastianon@rossvalleyfire.org>
Date: Tue, Nov 10, 2020 at 3:13 PM
Subject: Re: TCO
To: Luke Duchene <luke.duchene@rossvalleycharter.org>
Cc: Alber, Scott <SAAlber@marincounty.org>, Mark Lockaby <mlockaby@townoffairfax.org>

Mark Lockaby issues TCO. Fire is accepting of the TCO with the condition to have a designated fire watch posted while children are present.

Rob Bastianon
Sr. Fire Inspector

Ross Valley Fire Department
777 San Anselmo Ave
San Anselmo CA, 94960
415-258-4673 ph
415-258-4689 fax

On Nov 10, 2020, at 2:13 PM, Luke Duchene
<luke.duchene@rossvalleycharter.org> wrote:

Hi Rob, Scott, and Mark:

I'm checking in about the TCO. We are planning to have students (finally) back on campus starting next week, but want to make sure we have the TCO in hand before doing so.

Let me know any steps we need to take.

Thanks,

Luke

Luke Duchene, M.Ed. (he/him/his)
School Director

Mobile: 415-484-0816
Office: 41 5-534-6970

I'd love to connect. [Here's my calendar link](#) to make finding time easy.

CONFIDENTIAL INFORMATION:

This email is for the sole use of the designated recipient(s) with a legitimate interest and may contain legally confidential information protected by the Family Education Act (FERPA) 20 USC 1232g. Any unauthorized review, use, distribution or disclosure is strictly prohibited. If you are not the intended recipient, please contact the sender by reply mail and destroy all copies of the original message. This email cannot be produced for a records request.



DANNIS WOLIVER KELLEY

Attorneys at Law

SUE ANN SALMON EVANS

Attorney at Law

sevans@DWKesq.com

Long Beach

August 28, 2020

VIA EMAIL

Mary Jane Burke
Marin County Superintendent of Schools
Marin County Office of Education
1111 Las Gallinas Avenue
San Rafael, CA 94903
superintendentsoffice@marinschools.org

Re: Ross Valley School District,
Ross Valley Charter Paycheck Protection Program;
Our file 6560.10420

Dear Superintendent Burke:

As you may be aware, **Ross Valley Charter School ("RVC" or "Charter School") has submitted a charter renewal petition to the Ross Valley School District ("District").** As a potential authorizer, the District understands the importance of this process and the need to fully grasp the operations, status and performance of the Charter School. **In pursuing this process, serious concerns have come to the District's attention with regard to RVC's conduct in obtaining a Paycheck Protection Program ("PPP") loan.** In light of the information gathered to date, this correspondence serves to notify the Marin County Superintendent of Schools of potential fraudulent behavior and false statements made by RVC in connection with its application for and receipt of a federal PPP loan.¹ This conduct includes:

- **False Statements to the Federal Government in the PPP Loan Process**
- **False Statements to the Public and in RVC's Resolution "Documenting" the PPP Loan**
- **Falsification of Documents To Conceal Facts**

¹ The District is aware that a complaint has been filed regarding this matter by a community member. However, the District has performed its own evaluation of the issues in connection with RVC's request for renewal of the charter petition. This communication reflects the District's independent analysis of the issues presented.

SAN FRANCISCO
275 Battery Street
Suite 1150
San Francisco, CA 94111
TEL 415.543.4111
FAX 415.543.4384

LONG BEACH
115 Pine Avenue
Suite 500
Long Beach, CA 90802
TEL 562.366.8500
FAX 562.366.8505

SAN DIEGO
750 B Street
Suite 2310
San Diego, CA 92101
TEL 619.595.0202
FAX 619.702.6202

SAN RAFAEL
4040 Civic Center Drive
Suite 200
San Rafael, CA 94903
TEL 415.543.4111
FAX 415.543.4384

CHICO
2485 Notre Dame Boulevard
Suite 370-A
Chico, CA 95928
TEL 530.343.3334
FAX 530.924.4784

SACRAMENTO
555 Capitol Mall
Suite 645
Sacramento, CA 95814
TEL 916.978.4040
FAX 916.978.4039

SAN LUIS OBISPO
1065 Higuera Street
Suite 301
San Luis Obispo, CA 93401
TEL 805.980.7900
FAX 916.978.4039

Mary Jane Burke
Marin County Superintendent of Schools
August 28, 2020
Page 2

In RVC **Board of Trustees ("Board") Resolution No. 2020-5-14, "Acceptance of Paycheck Protection Program Loan" ("Resolution")**, dated May 14, 2020, RVC misrepresented to the public the series of events and justifications for its application for and receipt of a PPP loan. As **further detailed below, Conn Hickey, RVC's recently-appointed "volunteer" Business Official**, sought and obtained a PPP loan in early April 2020. He did so without any Board authority to submit an application or enter into such an agreement and without any Board discussion or findings related to the criteria for the loan.

False statements were made by Mr. Hickey in applying for the federal loan – statements that RVC became complicit in by their conduct in taking the loan and in their attempt to cover up the improper process that was undertaken to obtain the loan by the adoption of the Resolution. To justify its loan, RVC also made numerous false statements after the fact about the necessity of the funding to mitigate COVID-19 related impacts. Contrary to what RVC contends, RVC did not conduct a financial needs assessment prior to applying for the loan; did not identify past or current economic impacts; nor did it articulate a clear and present rationale for the loan. Nor could it, as RVC funds from the State were allocated to ensure payroll funding as well as other means of accessing credit, capital, or other sources of liquidity. In the effort to conceal the misconduct discussed below, RVC adopted the Resolution rife with false statements and created document(s) which it disclosed to the public in order to misrepresent that the loan process was pursued by an authorized officer of the Charter School. It was not.

The District respectfully requests the Marin County Superintendent of Schools to review and/or audit the expenditures and internal controls of RVC due to potential fraud, misappropriation of funds, or other illegal fiscal practices, pursuant to Education Code section 1241.5(c), and take such further action as appropriate, including referral to an appropriate agency.

Factual Background

On April 2, 2020, during a special meeting of the RVC Board, the Board appointed Conn Hickey to serve as RVC's Business Official on a "volunteer" basis. **The April 2nd agenda included the express limitation that, "[a]ll external checks will continue to require two signatures and *this position will not include check signing authority or authority to sign contracts and other agreements committing the school. This will be a volunteer position.*"** (Emphasis added.) This is not a position authorized by the RVC charter.

According to its charter and consistent with law, **the Board itself is solely responsible to "[a]ct** as a fiscal agent. This includes the receipt of funds for the operation of RVC in accordance with RVC Board By-laws and the receipt of grants and donations consistent with the Mission of **RVC."** (Charter, p. 142.) While the April 2nd meeting minutes reflect that the Board **ultimately approved Mr. Hickey's authority to sign checks, the Board** did not approve authority to enter into contracts and agreements, nor do the minutes include any discussion or notes related to this issue. Notably, the April 2nd agenda did not identify any item related to the PPP, though the Board discussed COVID-19 related financial impacts during the meeting. (Attached hereto as Exhibit A are true and correct copies of the RVC Board Meeting Agenda and Minutes, dated April 2, 2020.)

Mary Jane Burke
Marin County Superintendent of Schools
August 28, 2020
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Nonetheless, without Board authorization or any other authority to submit an application for federal PPP funding, or to enter into agreements to bind RVC, on April 9, 2020, Mr. Hickey **applied online to Westamerica Bank for a \$292,485 PPP loan as RVC's "Authorized Representative or Applicant."** Mr. Hickey is expressly *not* RVC's authorized representative or applicant. On April 9, 2020, in applying for the loan, Mr. Hickey also misrepresented that Board analysis of the requirements to obtain the loan were met – this was untrue as there was no RVC Board discussion or authorization of a PPP loan. Later that same day, at or about 4:24 p.m., Westamerica confirmed receipt of the loan application (Reference #12494090). (Attached hereto as Exhibit B is a true and correct copy of PPP Application, Reference #12494090, dated April 9, 2020; Exhibit C is an email from Westamerica to Mr. Hickey re: **"Paycheck Protection Program – Application Received,"** dated April 9, 2020.) Notably, **Westamerica Bank is Mr. Hickey's former employer.**

On April 16, 2020, Westamerica notified Mr. Hickey that Small Business Administration ("SBA") funding limits were reached but that it would continue to process applications should additional funds become available. (Attached hereto as Exhibit D is a true and correct copy of an email from Westamerica to Mr. Hickey re: **"Paycheck Protection Program,"** dated April 16, 2020.)

Three (3) days later, on April 19, 2020, Westamerica informed Mr. Hickey that RVC is eligible for less than the \$292,485 requested – specifically, RVC is eligible for \$270,653. Westamerica asked if the lower amount was acceptable. (Attached hereto as Exhibit E is a true and correct **copy of an email from Westamerica to Mr. Hickey re: "Paycheck Protection Program Loan Application – Information Request #12494090,"** dated April 19, 2020.)

The following day, on April 20, 2020, RVC uploaded the Board agenda for its upcoming April 23rd meeting. Even though Mr. Hickey had submitted the loan application and received confirmation from Westamerica that RVC was eligible for \$270,000 in PPP funding, the April 23rd agenda did not identify any item for discussion regarding the PPP loan. Furthermore, while budget documents submitted for the April 23rd meeting reflected assumptions for the receipt of a \$300,000 facility loan and other smaller CARES Act funding, they do not show PPP loan assumptions or impacts on revenue. (Attached hereto as Exhibit F is a true and correct **copy of RVC's 6-Year Budget Draft and April 20, 2020 Budget Draft Key Assumptions.**)

On April 23, 2020, at 10:27 a.m., Mr. Hickey responded to Westamerica to "accept your counter offer" of \$270,000 in PPP funding. This again occurred without Board approval and well before the Board's meeting later that evening at 7:00 p.m.; though again, this item was not agendaized for the April 23 meeting. (Attached hereto as Exhibit G is a true and correct copy of an email from Mr. Hickey to Westamerica re: **Paycheck Protection Program Loan Application – Information Request #12494090,"** dated April 23, 2020.)

During the April 23rd Board meeting at 7:00 p.m., minutes reflect that the Board discussed and/or took action on the PPP loan, which was not noticed in the April 23rd meeting agenda as required by the Brown Act.² (Gov. Code, §§ 54950 et seq.) Specifically, the April 23rd

² The fact that discussion relating to the PPP loan was not noticed in the April 23rd agenda may **also support a violation of the Brown Act.** (Gov. Code, §§ 54954.2, 54954.3(a) ["no action shall be taken on any item not appearing on the agenda"].)

Mary Jane Burke
Marin County Superintendent of Schools
August 28, 2020
Page 4

meeting minutes³ indicate that: "\$270 PPP loan/grant with reserve helps balance for three years" and "Board Chair or School Director to execute a Small Business Administration Payroll Protection Loan Agreement with Westamerica Bank for up to \$290,000." This direction did not authorize Mr. Hickey as RVC's Business Official to participate in any loan process and, importantly, was made *after* Mr. Hickey already applied for and accepted Westamerica's PPP loan of \$270,000. (Attached hereto as Exhibit H are true and correct copies of the RVC Board Meeting Agenda and Minutes, dated April 23, 2020.)

The fact that Mr. Hickey applied for the PPP loan as RVC's "Authorized Representative or Applicant" on April 9th, plainly demonstrates that Mr. Hickey was without authorization to engage, apply for, or obtain a PPP loan from Westamerica on RVC's behalf. Not only is the conduct without authorization, it is contrary to the charter and state and federal law governing transparency. Additionally, the misrepresentations to obtain the loan violate the duty to be honest in seeking state or federal loans and therefore constitute fraud.⁴

Four (4) days after the April 23rd meeting, on April 27, 2020, RVC's PPP loan was awarded.⁵ On April 29, 2020, Westamerica informed Mr. Hickey that the bank's processing of the loan was complete and would be submitted to the SBA for the loan documents.

On May 8, 2020, at 8:46 a.m., Westamerica emailed the loan documents to Luke Duchene, Director, which must be signed by "principals within the company." At 8:49 a.m., Mr. Duchene forwarded the email to Sharon Sagar, Board Chair, and Mr. Hickey. Then, at 10:45 a.m., Mr. Duchene electronically signed the loan agreement. (Attached hereto as Exhibit I is a true and correct copy of an email from Mr. Duchene to Ms. Sagar and Mr. Hickey, re: "Fwd: Westamerica Bank has sent you the document "12494090" to sign," dated May 8, 2020, including attachments.) This action made RVC and Mr. Duchene complicit in the misrepresentations made to obtain the loan.

On May 13, 2020, Westamerica emailed Mr. Hickey confirming that the bank was "[p]leased to have funded an SBA loan for your business" and outlined loan forgiveness requirements. Still, by this point, the RVC Board had not documented any action related to this loan. Furthermore, the Board had taken no action to even evaluate the need for the loan or make any public representation in seeking the loan. (Attached hereto as Exhibit J is a true and correct copy of an email from Westamerica to Mr. Hickey re: "Paycheck Protection Program Loan Forgiveness Information," dated May 13, 2020.)

The following day, on May 14, 2020, the Board approved Resolution No. 2020-5-14, *after* the loan was actually funded. Again, the May 14th Board meeting agenda does not mention the

³ The April 23rd meeting minutes were not publicly posted until nearly a month later on May 14, 2020, just hours before the May 14th Board meeting.

⁴ It is a violation of federal law to knowingly present a false or fraudulent claim for payment to the United States government.

⁵ <https://projects.propublica.org/coronavirus/bailouts/search?q=Ross+Valley+Charter>

Mary Jane Burke
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PPP loan or the Resolution – another violation of the Brown Act.⁶ Nowhere in the Resolution **does the Board even acknowledge Mr. Hickey’s April 9th loan application or his unauthorized acceptance of the Westamerica loan.** In fact, the Resolution falsely states that the loan was **received on May 8th and that Mr. Duchene “was authorized at the April 23, 2020 board meeting to enter into the [PPP] Agreement.”** As evidenced above, the loan had already been applied for and accepted by Mr. Hickey. (Attached hereto as Exhibit K is a true and correct copy of Resolution No. 2020-5-14, “Acceptance of Paycheck Protection Program Loan.”)

The May 14th Resolution falsely claims that, on April 23, 2020, the Board authorized Mr. Duchene to:

Borrow Money. To borrow, from Westamerica Bank (Lender) on such terms of the Paycheck Protection Program Note between the Corporation and Lender, such sum of money borrowed; not to exceed the amount of two hundred seventy thousand six hundred fifty-three 00/100 dollars (\$270,653.00).
Execute Note. To execute and deliver to Lender the Paycheck Protection Program note.

No such discussion or action was taken on April 23, 2020. In fact, the April 23rd minutes do not include any documented discussion of the loan, its terms or indication that the Board was **informed of Mr. Hickey’s application or subsequent emails with Westamerica.** The only notation regarding this issue is the inclusion of a single sentence **authorization for the “Chair or School Director to execute a PPP loan up to \$290,000 as soon as available.”** This is not the authorization that was stated in the May 7th loan authorization document or the Resolution.

Contrary to the various statements in the Resolution, the facts show the Resolution was approved by the Board after the loan was already applied for by Mr. Hickey on April 9; accepted by Mr. Hickey on April 23rd prior to the April 23rd Board meeting; was awarded by the SBA on April 27; was signed by Mr. Duchene on May 8th; and was funded on May 13th (“Westamerica is pleased to have funded an SBA Paycheck Protection Program Loan for your business.”). Yet none of these facts are included in the Resolution.

Discussion

False Statements to the Federal Government in the PPP Loan Process

Mr. Hickey made numerous false statements in connection with his application for and receipt of PPP loan funding, as detailed above. RVC participated and adopted those false statements in accepting the loan that was obtained based on the misrepresentations.

SBA PPP FAQ #31 states that, before submitting a PPP application, all borrowers should review carefully the required certification that “[c]urrent economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant” and that “all borrowers

⁶ Both the Resolution and the April 23rd meeting minutes were uploaded to Board Docs at 12:30 p.m. on May 14th, the day of the meeting. The May 14th meeting minutes, which **document the Board’s approval of the Resolution,** were not approved until the Board’s June 8, 2020 meeting.

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must assess their economic need for a PPP loan.” Certifications supporting the PPP loan application should be documented, reviewed and approved by the Board. Such written record should demonstrate that a bona fide, good faith effort was undertaken to support the certifications truthfully. If a defensible written record cannot be produced, then the loan proceeds should be returned, ideally before elapse of the grace period for doing so.

Given the timeline of events outlined above, the Board did not undertake any assessment of a COVID-19 related economic need for a PPP loan before or at the time the loan application was submitted as was required by the SBA PPP FAQ #31.⁷

Both Mr. Hickey and Mr. Duchene certified by their initials on their respective loan applications **that “knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law.”** Indeed, SBA PPP FAQ #11 warns borrowers that, as the Borrower Application Form indicates, only an authorized representative of the business seeking a loan may sign on behalf of the business.

An individual’s signature as an “Authorized Representative of Applicant” is a representation to the lender and to the U.S. government that the signer is authorized to make the certifications, including with respect to the applicant and **each owner of 20% or more of the applicant’s equity, contained in the Borrower Application Form.**

In applying for the PPP loan, Mr. Hickey was required to represent in good faith that current economic uncertainty makes the loan request necessary to support the ongoing operations of the Applicant. However, such evaluation never occurred prior to April 9th when Mr. Hickey actually applied for the loan.

False Statements to the Public and In the Resolution “Documenting” the PPP Loan

The Resolution adopted by the RVC Board was RVC’s after-the-fact, effort to document purported compliance with the PPP loan requirements. As the Resolution states, RVC must **certify that “[c]urrent economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.”** On or about May 19, 2020, Sharon Sagar, RVC Board President, said RVC “needs the money for operations in case state cash payments to schools are deferred as predicted.”⁸ In an email from Mr. Duchene to RVC families, Mr. Duchene also stated, “[t]hree weeks ago, our state financial regulator directed all public schools to create additional, emergency cash reserves, to protect against state deferrals of our revenue, which the Governor just announced will start next month, and which in the last recession grew in length to 5 full months of deferrals.”

However, the Resolution makes repeated references to unsubstantiated future and possible financial issues (e.g., potential cash deferrals, possible multi-year recession and difficulty in

⁷ SBA PPP FAQ #31 is made applicable to small businesses by FAQ #37.

⁸ *Ross Valley Charter Gets \$270K Small Business Relief Loan*, Marin Independent Journal, published May 19, 2020, available at <https://www.marinij.com/2020/05/19/ross-valley-charter-gets-270k-small-business-relief-loan/>.

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obtaining bank loans), not current problems as required for the loan. SBA PPP FAQ #20 (as revised) clearly provides that the loan is to be used for short-term (8 or 24 week) payroll cash flow:

The eight-week or 24-week period starts on the date your lender makes a disbursement of the PPP loan to the borrower. The lender must disburse the loan no later than 10 calendar days from the date of loan approval.

Yet, it is clear that RVC acquired the PPP loan to increase its reserves in anticipation of future need, not to mitigate past or current economic hardship – **the “current” nature of the “economic need” to which applicants must attest is for short-term cash-flow hardships created by current, and not future anticipated, COVID-19 related impacts.**

RVC fails to acknowledge the fact that state education funding was not impacted by COVID-19 expressly to ensure funding to pay teachers and staff in the 2019-20 school year (during the term of the loan). RVC was assured of its ongoing Average Daily Attendance revenue during the timeframe of the loan. (California State Budget 2020-21 Summary, p. 36 [“the Budget includes: A hold-harmless for the purpose of calculating apportionment in the 2020-21 fiscal year; average daily attendance shall be based on the 2019-20 year, except for new charter schools commencing instruction in 2020-21.”].) **RVC’s claims of current need for funding for the intended purposes of the PPP loan are false. Nor was any need or basis for the loan discussed or referenced in the April 23rd or May 14th meeting minutes. And, the PPP loan is a short term payroll loan, not a loan for speculative future need.**

Mr. Duchene also stated in an email that RVC had “lost out on about \$30,000 in Family Giving” and justified the loan as having been applied for because of State budget cuts and deferrals. **However, RVC’s budget documents and meeting minutes show that it was given a \$20,000 COVID grant from the Walton Foundation, and that expenses were lower than revenue – which makes up for family giving shortfalls. Furthermore, there is no documented proof that the family giving shortfall was experienced after COVID and not before.**

The intent of the CARES Act was to mitigate immediate COVID-19 hardship so that businesses would not have imminent closures. In response to the Marin Independent Journal article **relating to RVC’s PPP loan, Congressman Jared Huffman, on Facebook, expressed, “I never imagined that public charter schools which had experienced no revenue loss would seek - much less receive - this funding.”**

RVC also claims in the Resolution that it needs the loan because RVC does not have access to revenue sources available to traditional public school districts. Yet, RVC fails to acknowledge the unique revenue sources that it does have access to that traditional public districts do not. **The Resolution falsely states that “RVC’s only other option for working capital would be receivables sale (“factoring loans”).”**

In fact, all non-profit corporations like RVC are, if qualified, eligible to access a line of credit with a bank. While some banks may have limited their lending activity, there are still banks making loans and extending lines of credit. Merely because RVC does not *currently* have a line of credit does not mean it could not acquire one. Nowhere in the Resolution is it reflected that

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RVC even tried to acquire a line of credit, increase its current credit limit, or renegotiate the terms.

Unlike traditional public school districts, charter schools, such as RVC, have access to many sources of funding and financing available only to charters schools, many of which RVC has availed itself of in the past and is currently in the process of acquiring, including but not limited to the following:

- Charter only grants: RVC has received hundreds of thousands of dollars in charter-specific grants and has access to many more. In fact, while RVC was applying for PPP funds, RVC received a COVID-19 Walton Foundation grant for \$20,000.
- Charter-only loans: RVC received hundreds of thousands of dollars in a charter-only start-up loan from the CDE during its first year of operation. While claiming in its PPP application that it had no other sources of capital, RVC was already in the process of applying for a \$300,000 capital facility improvement loan from Charter Schools Development Corporation (and at least \$50,000 of that loan application has since been approved). There are many charter lending organizations such as the PNC Financial Services Group, Inc., **which represents itself to be “[a] leader in charter school financing,” and Charter School Capital, among many others.**
- Private Personal Loans and Donations: Unlike traditional public schools, nonprofit charter schools can directly accept private loans from individuals, as well as any amount of private donations. RVC has many outstanding loans from private individuals associated with the charter school. Additionally, the National Charter School Resource Center provides information on varying types of charter-specific funding resources.

Besides the unique charter-specific funds noted above, RVC, at the time of its PPP loan application, was also anticipating receiving its State allocation of funds to cover its state entitlement and fund its employees. Yet, RVC obtained the PPP loan to fund those same payroll costs - essentially double dipping.

Falsification of Documents to Conceal Facts

In addition to the false information presented to the government and public in the loan process and Resolution, RVC created one or more documents to conceal the true facts.

It is the District’s understanding that community members made CPRA requests to RVC regarding the loan. One document provided by RVC was a second PPP loan application with Mr. Duchene’s signature. This disclosure was a representation that the loan application under Mr. Duchene’s signature was the application that resulted in the loan. It was not.

As detailed below, this was **apparently concocted to conceal RVC’s misconduct in seeking and obtaining the PPP loan. Despite the fact that on May 8, 2020, Westamerica emailed Mr. Duchene the loan documents arising out of Mr. Hickey’s April 9th application, Mr. Duchene’s signature is on a document purported to be the application which is dated the same day - May 8th. There is no timestamp or loan reference number associated with this application and RVC cannot provide any further documentation or confirmation of Westamerica having received it.**

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(Attached hereto as Exhibit L is a true and correct copy of SBA PPP Application, signed May 8, 2020, redacted.)

It is important to note, however, that RVC's PPP loan was acquired by Mr. Hickey's April 9th application, not Mr. Duchene's May 8th "application." Evidence that the second application was made in an effort to conceal Mr. Hickey's unauthorized application include:

- Mr. Duchene's second loan application was completed *after* Westamerica emailed Mr. Duchene the actual loan documents arising out of Mr. Hickey's April 9th application.
- The loan documents do not identify the Marinda address (included on the Duchene application) but rather the Deer Park address (on the Hickey application).
- Mr. Duchene's application amount exactly matches the \$270,653 in the actual loan document, despite the fact that it has the same \$116,994 average monthly payroll amount as was listed on Hickey's loan application, which according to the application instructions should have resulted in an application request of \$292,485, just as was initially requested on the Hickey application.

It is also important to note that Mr. Hickey's April 9th loan application was not initially disclosed in the May 29th response to a CPRA request requesting all loan application documents. In fact, Mr. Hickey falsely stated that Mr. Duchene's May 8th application was "the only record we have of a loan application for the Payroll Protection Plan" conveying that it was the actual application (which it was not) and that it is the only application (which again it was not). The April 9th application was only provided after a subsequent CPRA request for the loan documents. (Attached hereto as Exhibit M is a true and correct copy of an email thread between Robin Goldman and Mr. Hickey re: "PRA for PPP Loan," dated May 18 through June 16, 2020.)⁹

Conclusion

The CARES Act was, as Congressman Huffman points out, "not meant to provide an extra layer of funding for charter school entities." It is clear that RVC's PPP Loan was not obtained through the proper and required approval process nor for the stated purposes of the PPP funding. The loan application, Resolution, and RVC email communications to its families and the public included false and misleading statements as to the basis upon which the loan was acquired. The information and documents presented to the Marin County Superintendent of Schools are **more than sufficient for cause to review or audit RVC's expenditures and internal controls** for potential fraud, misappropriation of funds, or other illegal fiscal practices, pursuant to Education Code section 1241.5. We ask that the Superintendent undertake the review and take such further acts as appropriate including referral to proper governmental agencies.

⁹ In the unlikely event that a copy was not retained of the actual April 9 application, it was incumbent upon the charter school to obtain a copy to disclose under the CPRA.

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accs-feb21item03
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Should you have any questions or comments, please do not hesitate to contact me.

Very truly yours,

DANNIS WOLIVER KELLEY



Sue Ann Salmon Evans

SASE: if

cc: California Department of Education
State Board of Education
Marci Trahan, Superintendent, Ross Valley School District

Enclosures:

Exhibit A: RVC Board Meeting Agenda and Minutes, dated April 2, 2020

Exhibit B: PPP Application, Reference #12494090, dated April 9, 2020

Exhibit C: Email from Westamerica to Mr. Hickey re: "Paycheck Protection Program – Application Received," dated April 9, 2020

Exhibit D: Email from Westamerica to Mr. Hickey re: "Paycheck Protection Program," dated April 16, 2020

Exhibit E: Email from Westamerica to Mr. Hickey re: "Paycheck Protection Program Loan Application – Information Request #12494090," dated April 19, 2020

Exhibit F: RVC's 6-Year Budget Draft and April 20, 2020 Budget Draft Key Assumptions

Exhibit G: Email from Mr. Hickey to Westamerica re: Paycheck Protection Program Loan Application – Information Request #12494090," dated April 23, 2020

Exhibit H: RVC Board Meeting Agenda and Minutes, dated April 23, 2020

Exhibit I: Email from Mr. Duchene to Ms. Sagar and Mr. Hickey, re: "Fwd: Westamerica Bank has sent you the document "12494090" to sign," dated May 8, 2020, including attachments

Exhibit J: Email from Westamerica to Mr. Hickey re: "Paycheck Protection Program Loan Forgiveness Information," dated May 13, 2020

Exhibit K: Resolution No. 2020-5-14, "Acceptance of Paycheck Protection Program Loan."

Exhibit L: SBA PPP Application, signed May 8, 2020, redacted

Exhibit M: Email thread between Robin Goldman and Mr. Hickey re: "PRA for PPP Loan," dated May 18 through June 16, 2020

EXHIBIT “A”



**SPECIAL MEETING
BOARD OF TRUSTEES
ROSS VALLEY CHARTER SCHOOL**

April 2, 2020 7 p.m.

**Ross Valley Charter School 102 Marinda Drive, Fairfax, CA
For Agenda and Supplemental Materials to go:**

<https://sites.google.com/a/rossvalleycharter.org/rvc-board-docs/2020-04-02-special-meeting>

Board Members:

Sharon Sagar, Chair

Amy Gramajo

Kristi Kimball

John Kirk

Cheryl Flick

Sonya Stanley

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

The Ross Valley Charter School ("School") welcomes your participation at the School's Board meetings. The purpose of a public meeting of the Board of Trustees ("Board") is to conduct the affairs of the School in public. Your participation assures us of continuing community interest in our School.

A few agendas are available at the door to the meeting. Supplementary materials will not be available in paper form.

When addressing the Board, speakers are requested to state their name and city, adhere to the time limits set forth and respect the Meeting Norms and Procedural Guidelines outlined below in the Section on Communications.

As a result of Statewide directives regarding "shelter in place" in relation to the COVID-19 pandemic, this meeting will be conducted virtually (all Board Members and Staff will connect remotely.) Public comments addressing items on the agenda may be forwarded via email to sharon.sagar@rossvalleycharter.org in advance of the scheduled meeting start time. As this is a special meeting, public comments are limited to items on the agenda.

I. PRELIMINARY
A. CALL TO ORDER

B. TRUSTEE ROLL CALL

	Present(Remotely)	Absent
Kristi Kimball	_____	_____
John Kirk	_____	_____
Cheryl Flick	_____	_____
Amy Gramajo	_____	_____
Sharon Sagar, Chair	_____	_____
Sonya Stanley	_____	_____

C. APPROVAL OF AGENDA OF SPECIAL BOARD MEETING OF APRIL 2, 2020.
VOTE

II. COMMUNICATION

A. REVIEW of MEETING NORMS

1. Speak respectfully, avoiding blame and inflammatory language and raised voices.
2. Listen respectfully without interrupting.
3. Listen actively and try to understand others’ views.
4. Don’t roll your eyes, make faces or audibly react while someone is speaking.
5. Be concise when it is your turn to speak.
6. Assume others’ good intentions.
7. Keep on the topic under discussion.
8. Politely enforce ground rules.
9. Remember to mute cell phones.

B. REVIEW PROCEDURAL GUIDELINES for Public Discussion on Agendized Items

1. Presentation by Staff, Officers or Guest Presenters
2. Board discussion, questions, clarifications
3. All Public Comment taken at once. Individuals will be limited to three minutes per speaker unless Board Chair determines that the number of speakers warrants a reduction to a lesser amount of time. The board or Officers will not respond during public comment time. Questions will be noted and answered as outlined in next bullet.
4. Board or officers attempt to answer questions regarding agendized items. Questions that seek information or clarifications will attempt to be answered. Questions that are deemed to violate meeting norms above or to be argumentative in nature will not be responded to.
5. Any remaining Board discussion, questions, clarifications, deliberation and motion

and vote if appropriate.

C. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA:

As this is a Special Meeting, all comments should only be related to items on the agenda. We request that comments be sent by email prior to the meeting in order for us to incorporate addressing them during the meeting.

D. For Information: School Director

This is a presentation of information and activities that have occurred since the previous Board meeting. These topics are informational only and no action will be taken by the board.

E. For Information: Board/Staff Information Updates

Board and staff present information updates since the previous Board meeting.

III. GENERAL ITEMS

A. ENROLLMENT REPORT AND 2020/21 CLASS CONFIGURATION UPDATE

Staff will present the March enrollment report followed by a 2020/21 class number and size discussion.

DISCUSSION

B. LCAP UPDATE

We will discuss any recommended modification to our LCAP plan cycle given the conditions imposed by stay-in-place orders.

DISCUSSION

C. REVIEW OF POTENTIAL COVID-19 RELATED IMPACTS ON BUDGET

The operational and related financial impacts of COVID-19 require that we review how this has changed our current year budget assumptions.

DISCUSSION/VOTE

D. APPOINT CONN HICKEY AS BUSINESS OFFICIAL and AS AN AUTHORIZED SIGNER ON THREE WESTAMERICA ACCOUNTS

We recommend appointing Conn Hickey as our Business Official, in which capacity he will code debits and credits in the GL system as appropriate, provide back up on these transactions to EdTec for control purposes, and oversee the management of our balances in our three bank accounts by transferring funds between them. The three accounts are our normal business checking account, our bank account that is used for our debit card which the School Director and Office Manager have, and our money market account that collects some interest. He will prepare financial reports for review by the board and school director.

He will also coordinate the collection of In-Lieu of Property Taxes from basic aid districts. All external checks will continue to require two signatures and this position will not include check signing authority or authority to sign contracts and other agreements committing the school. This will be a volunteer position.

DISCUSSION/VOTE

E. ELECTION OF A NEW TREASURER

Cheryl Flick has resigned as Treasurer and our by-laws require the corporation to have a treasurer. Board Member Kirk has volunteered to fill this role and staff recommends his election by the board.

DISCUSSION/VOTE

IV. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The School Director recommends approval of all consent agenda items.

None

V. FUTURE MEETING NEEDS AND TOPICS – trustee requests of topics for future meetings

VI. MEETING REVIEW AND EVALUATION

A. Quick Evaluation of Meeting to improve process for future meetings

VII. ADJOURNMENT

Ross Valley Charter Appendices and
Supporting Documents



**MINUTES OF THE SPECIAL MEETING
BOARD OF TRUSTEES
ROSS VALLEY CHARTER SCHOOL**

**Ross Valley Charter School 102 Marinda Drive, Fairfax CA
For Agenda and Supplemental Materials go to:**

<https://sites.google.com/a/rossvalleycharter.org/rvc-board-docs/2020-04-02-special-meeting>

April 2, 2020 7:04 P.M. via Zoom video conference

Board Members:

**Sharon Sagar, Chair
Amy Gramajo
Kristi Kimball
John Kirk
Cheryl Flick
Sonya Stanley**

I. PRELIMINARY

A. CALL TO ORDER

B. TRUSTEE ROLL CALL

	Present	Absent
Kristi Kimball	<u>X</u>	_____
Amy Gramajo	<u>X</u>	_____
John Kirk	<u>X</u>	_____
Cheryl Flick	<u>X</u>	_____
Sharon Sagar, Chair	<u>X</u>	_____
Sonya Stanley	<u>X</u>	_____

C. APPROVAL OF AGENDA OF REGULAR BOARD MEETING OF April 2, 2020.

Approval of the Agenda was duly moved, seconded and approved 4-0-2 (Ms. Kimball and Ms. Gramajo not yet present)

II. COMMUNICATION

C. No public comment on items not on the agenda.

D. For Information: School Director

- Two months of distance learning ahead.
- Surveyed families, 65 responses spanning broad range of needs.
- Torri and Marilyn reaching out to families needing support. Community Council working to connect families.
- Streamlining communications; families are overwhelmed.
- Sarah Foley rewrote all IEPs, adjusting service minutes and connecting with teachers.
- Jen Wolf providing lunches to FRPL eligible families daily.
- Teachers putting in a lot of hours and navigating resources.
- Got Chromebooks out to families. 10% have connectivity issues. Exploring free wifi: Google, Xfinity, Sonic; may buy household hotspots.
- Hiring two new teachers, posted on EdJoin. Video chats next week.

III. GENERAL ITEMS

A. ENROLLMENT REPORT AND 2020/21 CLASS CONFIGURATION – see chart

- 212 projection based on 77% confirmed enrollment.
- 9 standard classrooms; 3 full TK/K/1s and under-enrolled 4/5s.
- Non-standard arrangement distributes class sizes more evenly.
- Offering admission to 15 second enrollment period applicants.

No public comment.

B. LCAP UPDATE

- RVC's LCAP is tied to our charter petition.
- Extended and waiting to get feedback

No public comment

C. REVIEW OF POTENTIAL COVID-19 RELATED IMPACTS ON BUDGET – see reports

- Review current year budget assumptions
- Changes in after school program: less revenue.
- Change in substitute teacher needs.
- Budgeting less for Torri Chappell, learning specialist.
- No Walker Creek
- Lower mental health costs
- \$51K surplus this year.
- State and Federal rescue funds
 - Federal money coming for Title 1
 - CARES Act: Small business admin and not for profits. Applying for 2.5 months of payroll expenses. Bank is a SPA approved lender.
 - 75% of money must be in personnel retention.
 - Loan with first 8 weeks forgiven.
- 3-year budget: 1.5 million is compensation.

- Donations to date assuming nothing further than half of projected auction revenue.
- Does not include \$10K SBA money.
- Edtec recommends preparing for 7% decline in ADA.

- Increased health care costs.
- State is in free fall. No decisions to be made tonight. Will know more in 6 weeks.
- Bank \$55K reserve for whatever comes next year.
- No decision on raises.
- Need to keep doing what we're doing; supporting teachers, planting seeds, budget cuts where possible.
- Economic downturn is hitting the service economy and our families hard.

No public comment

D. APPOINT CONN HICKEY AS BUSINESS OFFICIAL and AS AN AUTHORIZED SIGNER ON THREE WESTAMERICA ACCOUNTS

- Coding debits and credits in the GL.
- Oversee bank accounts and prepare financial reports.
- Coordinate collection of In-Lieu property taxes from basic aid districts.
- This is a volunteer position.

No public comment

Approval of Conn Hickey's appointment as RVC Business Official and authorized bank signer was duly moved, seconded and approved 6-0-0.

E. ELECTION OF A NEW TREASURER

- Cheryl Flick has resigned as Treasurer.
- Board member Kirk has volunteered to fill this role. Staff recommends his election by the board.

Approval of John Kirk's appointment as RVC Treasurer was duly moved, seconded and approved 6-0-0

IV. CONSENT AGENDA ITEMS

None

VI. FUTURE MEETING NEEDS AND TOPICS

- Enrollment and ADA update

Meeting adjourned 9:02 P.M.

EXHIBIT “B”

PPP Application

Reference #	12494090
Status	Complete
I have read and understand the purpose of this form. Loan is subject to funding availability by the Small Business Administration CARES Act.	Yes, I understand

Westamerica Business Checking Account Number	
Business Type	501(c)(3) nonprofit
Business Legal Name	Ross Valley Charter School
Business TIN (EIN, SSN)	471755679
Business Address	25 Deer Park Lane
City	Fairfax
State	California
Zip Code	94930
Primary Contact Email Address	conn.hickey@rossvalleycharter.org
By providing your email address, you are agreeing to receive all correspondence, communications and loan documentation via email.	I Agree
Primary Contact First Name	Conn

Primary Contact Last Name	Hickey
Primary Contact Phone	
Average Monthly Payroll	116994
x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request	292485.23
Number of Employees	24
Purpose of Loan (may select more than one)	<ul style="list-style-type: none"> • Payroll • Lease/Mortgage Interest • Utilities
If other, explain:	<p>This is just a note to let you know that our school is located at 102 Marinda Dr., Fairfax, CA. This was previously used for St. Rita's school. The Deer Park lane address is what is listed in both state incorporation and the IRS lists. We do get mail there but either address works for us. Thank you. Conn Hickey</p>
Controlling Person First Name	Luke
Controlling Person Last Name	Duchene
Controlling Person Title	School Director, President
Controlling Person Email Address	luke.duchene@rossvalleycharter.org
Controlling Person Street Address (no P.O. box)	102 Marinda Drive., Fairfax, CA
Controlling Person Address Line 2	He is a signatory on the
Controlling Person City	Fairfax
Controlling Person State	California
Controlling Person Zip Code	94930
Controlling Person TIN (EIN, SSN)	
ID Type	Driver's License
ID Number	

Issue Date	
Expiration Date	
Upload Photo ID	
Owner First Name	501(c)(3)Not for profit - no owner
Owner Last Name	Other account signatories are on file at WAB
1. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?	No
2. Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted in the last 7 years and caused a loss to the government?	No
3. Is the Applicant or any owner of the Applicant an owner of any other business, or have common management with, any other business? If yes, list all such businesses and describe the relationship below.	No
4. Has the Applicant received an SBA Economic Injury Disaster Loan between January 31, 2020 and April 3, 2020? If yes, provide details below.	No
5. Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, or on probation or parole?	No

Initial here to confirm your response

CBH

6. Within the last 5 years, for any felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)?

No

Initial here to confirm your response

CBH

7. Is the United States the principal place of residence for all employees of the Applicant included in the Applicant's payroll calculation above?

Yes

8. Is the Applicant a franchise that is listed in the SBA's Franchise Directory?

No

Initial

CBH

Initial

CBH

Initial

CBH

Initial

CBH

Initial

CBH

Initial

CBH

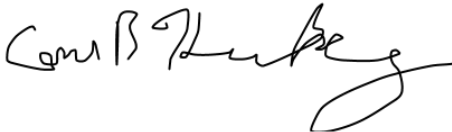
Initial

CBH

Initial

CBH

Signature of Authorized Representative of Applicant



Type Name	Conn B. Hickey, School Business Official
Last Update	2020-04-09 10:48:41
Start Time	2020-04-09 10:14:24
Finish Time	2020-04-09 10:48:40
IP	Anonymous
Browser	Other
OS	Other
Referrer	N/A

EXHIBIT “C”

From: [Westamerica Bank](#)
To: conn.hickey@rossvalleycharter.org
Subject: Paycheck Protection Program - Application Received
Date: Thursday, April 9, 2020 4:24:07 PM



Paycheck Protection Program Application

We are writing to confirm receipt of your application for the SBA CARES Paycheck Protection Program. We are processing applications in the order they were received. Due to the high volume of applications, please allow three business days for a status update. You will be contacted by the bank via email if we need additional information to process your application.

Important Information about the Paycheck Protection Program:

The Paycheck Protection Program is administered by the SBA and is limited to an authorized funding amount. The SBA has indicated that loans under the Paycheck Protection Program will be made available on a first come, first served basis. Given the limitations on SBA authorized funding and the significant volume of applications already submitted to Westamerica Bank and other lenders, **not every qualified applicant will receive loan proceeds under the program.**

Thank you for your patience as we work to provide the best service to all of our customers.



PO Box 1200
Suisun City, CA 94585

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Westamerica Bank · 4550 Mangels Boulevard · A2H · Fairfield, CA 94534 · USA

EXHIBIT “D”

From: [Westamerica Bank](#)
To: conn.hickey@rossvalleycharter.org
Subject: Paycheck Protection Program
Date: Thursday, April 16, 2020 12:29:26 PM



Paycheck Protection Program - Loan Application

We are writing about your loan application for the SBA CARES Act Paycheck Protection Program. We received notification from the Small Business Administration that the program funding limits were reached on Thursday, April 16, 2020 and the SBA is no longer accepting applications.

Westamerica will continue processing and preparing submitted applications. In the event the program receives additional funding and program rules and guidance allow us to do so, we will resume submission to the SBA for loan guaranty and approval.

Thank you for your patience as we work to provide the best service to our customers.

Sincerely,

Westamerica Bank
1 (800) 848-1088

The Paycheck Protection Program is administered by the SBA and is limited to an authorized funding amount. The SBA has indicated that loans under the Paycheck Protection Program will be made available on a first come, first served basis. Given the limitations on SBA authorized funding and the significant volume of applications already submitted to Westamerica Bank and other lenders, not every qualified applicant will receive loan proceeds under the program.



PO Box 1200
Suisun City, CA 94585

You are receiving this message because you completed a loan application on www.westamerica.com.
Want to change how you receive these emails? You can [update your preferences](#) or [unsubscribe from this list](#).

Please do not reply to this message. This account is used for notifications only and it is not monitored. If you would like to contact Westamerica, please call 1-800-848-1088.

Westamerica respects your privacy. For a complete description of our privacy policy, go to www.westamerica.com.

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EXHIBIT “E”

Ross Valley Charter Appendices and
Supporting Documents

4/29/2020

Ross Valley Charter Mail - Paycheck Protection Program Loan Application – Information Request #12494090



Conn Hickey <conn.hickey@rossvalleycharter.org>

Paycheck Protection Program Loan Application – Information Request #12494090

1 message

SBA Lending <SBA.Lending@westamerica.com>

Sun, Apr 19, 2020 at 9:52 AM

To: "conn.hickey@rossvalleycharter.org" <conn.hickey@rossvalleycharter.org>

We received notification from the Small Business Administration that the SBA CARES Act Paycheck Protection Loan program funding limits were reached on Thursday, April 16, 2020 and they are no longer accepting applications.

Westamerica will continue processing and preparing submitted applications.

In the event the program receives additional funding and program rules and guidance allow us to do so, we will resume submission to the SBA for loan guaranty and approval.

We have received your application for processing and data verification. Your business appears to meet the criteria for a PPP loan, however we need additional information from your business to complete our processing:

Documentation submitted with your application supports a maximum loan amount of: \$270,653.00.

-

You may accept this loan amount or you may complete the attached Payroll Calculation Worksheet and return to us with corresponding documentation of 2019 payroll.

- If this loan amount is acceptable to you, please respond to this message stating the reduced loan amount is acceptable. We will proceed with our processing.
- You may complete and submit the attached Payroll Calculation Worksheet which shows your calculations of your original loan request. Respond directly to this message requesting an additional review with the completed worksheet and corresponding documentation of 2019 payroll.

If you would like to submit documents containing non-public information via a secure document portal, please notify us by replying to this email and we will send you a link.

The Paycheck Protection Program is administered by the SBA and is limited to an authorized funding amount as designated by the federal government. The SBA has indicated that loans under the Paycheck Protection Program will be made available on a first come, first served basis. Given the limitations on SBA authorized funding and the significant volume of applications already submitted to Westamerica Bank and other lenders, not every qualified applicant will receive loan proceeds under the program.

Sincerely,

Westamerica Bank

Ross Valley Charter Appendices and
Supporting Documents

4/29/2020

Ross Valley Charter Mail - Paycheck Protection Program Loan Application – Information Request #12494090

1 (800)848-1088

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of age (provided the applicant has the capacity to enter into a binding contract); color, religion, national origin, sex, marital status; because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning Westamerica Bank is: Federal Reserve Consumer Help Center, PO Box 1200, Minneapolis, MN 55840.



Loan Availability Guideline Fill In.pdf

199K

EXHIBIT “F”



April 20, 2020 Budget Draft Key Assumptions:

What follows is a four year budget with the following assumptions.

1. 2019-20 revenues remain as budgeted. This budget includes some state and federal aid for COVID 19. \$3K state money for uses related to COVID19 and \$8,000 from CARES Act. ADA is actual P2.
2. 2020-21 state LCFF cola is reduced by 5%, and cola for the next four years is zero. This is the current EdTec recommendation. Eric Premack of CSDC is recommending budgeting between zero and minus 10-20%. At minus 10%, many large school districts will likely fail, unless legislature suspends requirement to provide pink slips to tenured teachers by March 15.
3. 2020-25 salaries have no increase.
4. Non-Compensation expense rise at 1.5% per year, except health insurance costs to RVC which go up 4% per year.
5. Assumes enrollment of 215 next year and 222 the year after in 9 classrooms. ADA% is 95%, This year we closed at 94.88%, up from 94.14 in 18-19.
6. Assumes two new teachers starting next year, each earning \$68K per year with health benefits
7. No Spanish teachers (saves around \$12K per year) but art and music continue as is. There is \$51 budgeted for classroom aids, which is two classroom special education aids and two math aids, which is what we have now.
8. It includes a new expense line called Director's Contingency (Account # 5826) of \$10k, \$40, \$40K, \$30K, and \$30K in the 5 out years to fund surprises like further cola reductions. 2% additional cola reduction is around \$35K
9. The budget assumes a \$300,000 PCSD loan to fund a \$300,000 ADA project, depreciated over 8 years. There is also a 4%, 3 year amortizing \$100K loan assumed at the end of 2023-24 to pay off the PCSD loan and keep our cash flow positive in 2024-25. The elements of the project have now been estimated and \$300K seems to be a reasonable cap.
10. The resulting forecast retains a 12% minimum reserve throughout the 6 years.

The various rate assumptions are on page 9 below and the cash flow starts on page 11.

Ross Valley Charter Appendices and
Supporting Documents

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Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
SUMMARY						
Revenue						
LCFF Entitlement	1,614,981	1,711,514	1,755,252	1,750,352	1,748,366	1,745,882
Federal Revenue	45,000	41,125	43,875	44,750	44,750	44,750
Other State Revenues	144,236	163,546	169,219	169,442	169,550	169,550
Local Revenues	148,489	209,193	209,193	209,193	209,193	209,193
Fundraising and Grants	180,525	203,800	210,240	210,240	210,240	210,240
Total Revenue	2,133,231	2,329,178	2,387,779	2,383,977	2,382,099	2,379,615
Expenses						
Compensation and Benefits	1,518,231	1,619,341	1,620,226	1,624,468	1,628,879	1,623,731
Books and Supplies	21,390	30,943	29,715	30,100	30,492	30,889
Services and Other Operating Expenditures	526,638	614,964	656,706	669,056	671,800	684,916
Depreciation	5,015	41,738	44,863	44,863	41,576	38,280
Other Outflows	-	14,220	4,976	4,257	3,856	3,311
Total Expenses	2,071,274	2,321,205	2,356,485	2,372,743	2,376,602	2,381,127
Operating Income	61,957	7,973	31,293	11,234	5,496	(1,513)
Fund Balance						
Beginning Balance (Unaudited)	204,167	266,124	274,097	305,390	316,624	322,120
Audit Adjustment						
Beginning Balance (Audited)	204,167	266,124	274,097	305,390	316,624	322,120
Operating Income	61,957	7,973	31,293	11,234	5,496	(1,513)
Ending Fund Balance	266,124	274,097	305,390	316,624	322,120	320,608
Total Revenue Per ADA	11,615	11,404	11,322	11,304	11,295	11,283
Total Expenses Per ADA	11,278	11,365	11,173	11,251	11,269	11,290
Operating Income Per ADA	337	39	148	53	26	(7)
Fund Balance as a % of Expenses	13%	12%	13%	13%	14%	13%

Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Key Assumptions						
Enrollment Breakdown						
TK	10	13	-	6	6	6
K	27	36	36	30	30	30
1	31	32	36	36	36	36
2	35	34	36	36	36	36
3	29	41	36	36	36	36
4	29	32	39	39	39	39
5	34	28	39	39	39	39
Total Enrolled	195	215	222	222	222	222
ADA %						
K-3	93.7%	95.0%	95.0%	95.0%	95.0%	95.0%
4-6	95.3%	95.0%	95.0%	95.0%	95.0%	95.0%
Average ADA %	94.2%	95.0%	95.0%	95.0%	95.0%	95.0%
ADA						
K-3	124	147	137	137	137	137
4-6	60	57	74	74	74	74
Total ADA	184	204	211	211	211	211
Demographic Information						
CALPADS Enrollment (for unduplicated % calc)	193	215	222	222	222	222
# Unduplicated (CALPADS)	63	62	65	62	60	60
# Free & Reduced Lunch (CALPADS)	55	61	63	63	63	63
# ELL (CALPADS)	33	37	38	38	38	38
New Students	35	22	7	-	-	-
School Information						
FTE's	18.7	19.6	19.5	19.5	19.5	19.5
Teachers	10	11	11	11	11	11
Certificated Pay Increases		0%	0%	0%	0%	0%
Classified Pay Increases		0%	0%	0%	0%	0%
# of school days	179	179	179	179	179	179
Default Expense Inflation Rate		2%	2%	2%	2%	2%

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	
REVENUE							
LCFF Entitlement							
8011	Charter Schools General Purpose Entitlement - State Aid	1,412,910	1,507,264	1,544,352	1,539,452	1,537,466	1,534,982
8012	Education Protection Account Entitlement	36,732	40,850	42,180	42,180	42,180	42,180
8019	State Aid - Prior Years	45	-	-	-	-	-
8096	Charter Schools in Lieu of Property Taxes	165,294	163,400	168,720	168,720	168,720	168,720
	SUBTOTAL - LCFF Entitlement	1,614,981	1,711,514	1,755,252	1,750,352	1,748,366	1,745,882
Federal Revenue							
8181	Special Education - Entitlement	20,000	24,125	26,875	27,750	27,750	27,750
8291	Title I	15,000	15,000	15,000	15,000	15,000	15,000
8293	Title III	2,000	2,000	2,000	2,000	2,000	2,000
8296	COVID funds 80% 19-20 Titile 1	8,000	-	-	-	-	-
	SUBTOTAL - Federal Revenue	45,000	41,125	43,875	44,750	44,750	44,750
Other State Revenue							
8319	Other State Apportionments - Prior Years	-	-	-	-	-	-
8381	Special Education - Entitlement (State)	98,809	112,746	116,417	116,417	116,417	116,417
8550	Mandated Cost Reimbursements	2,597	3,168	3,619	3,843	3,950	3,950
8560	State Lottery Revenue	39,708	44,160	45,597	45,597	45,597	45,597
8590	All Other State Revenue	3,122	3,472	3,585	3,585	3,585	3,585
	SUBTOTAL - Other State Revenue	144,236	163,546	169,219	169,442	169,550	169,550
Local Revenue							
8660	Interest	1,500	1,500	1,500	1,500	1,500	1,500
8676	After School Program Revenue	138,500	192,000	192,000	192,000	192,000	192,000
8693	Field Trip Donations	-	8,693	8,693	8,693	8,693	8,693
8699	All Other Local Revenue	1,489	-	-	-	-	-
8701	All Script	7,000	7,000	7,000	7,000	7,000	7,000
	SUBTOTAL - Local Revenue	148,489	209,193	209,193	209,193	209,193	209,193
Fundraising and Grants							
8801	Donations - Family	132,600	146,200	150,960	150,960	150,960	150,960
8802	Donations - Private	6,000	6,000	6,000	6,000	6,000	6,000
8803	Fundraising	-	-	-	-	-	-

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Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
8804 Fundraising - Fund Development	-	-	-	-	-	-
8811 Net Readathon Revenue	37,050	40,850	42,180	42,180	42,180	42,180
8812 Net Auction Revenue	4,875	10,750	11,100	11,100	11,100	11,100
SUBTOTAL - Fundraising and Grants	180,525	203,800	210,240	210,240	210,240	210,240
TOTAL REVENUE	2,133,231	2,329,178	2,387,779	2,383,977	2,382,099	2,379,615

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
EXPENSES						
Compensation & Benefits						
Certificated Salaries						
1100	Teachers Salaries	660,748	714,630	714,630	714,630	714,630
1103	Teacher - Substitute Pay	6,591	8,250	8,250	8,250	8,250
1148	Teacher - Special Ed	109,980	109,980	109,980	109,980	109,980
1200	Certificated Pupil Support Salaries	35,419	34,632	34,632	34,632	34,632
1300	Certificated Supervisor & Administrator Salaries	112,200	112,200	112,200	112,200	112,200
	SUBTOTAL - Certificated Salaries	924,938	979,692	979,692	979,692	979,692
Classified Salaries						
2101	Classified - Electives	69,100	63,770	61,995	61,995	61,995
2103	Classified - Classroom Aides	64,415	51,737	51,737	51,737	51,737
2300	Classified Supervisor & Administrator Salaries	54,863	59,850	59,850	59,850	59,850
2400	Classified Clerical & Office Salaries	43,000	44,000	44,000	44,000	44,000
2905	Other Classified - After School	36,495	51,810	51,810	51,810	51,810
2930	Custodian	24,600	24,600	24,600	24,600	24,600
	SUBTOTAL - Classified Salaries	292,472	295,767	293,992	293,992	293,992
Employee Benefits						
3100	STRS	157,935	180,263	177,324	177,324	177,324
3300	OASDI-Medicare-Alternative	35,869	36,832	36,696	36,696	36,696
3400	Health & Welfare Benefits	80,359	100,260	106,038	110,279	114,690
3500	Unemployment Insurance	12,050	11,222	11,201	11,201	11,201
3600	Workers Comp Insurance	14,609	15,306	15,284	15,284	15,284
	SUBTOTAL - Employee Benefits	300,822	343,882	346,543	350,784	355,195
Books & Supplies						
4100	Approved Textbooks & Core Curricula Materials	1,370	1,075	1,127	1,144	1,178
4200	Books & Other Reference Materials	-	1,505	1,577	1,601	1,649
4320	Educational Software	500	1,000	1,015	1,030	1,061
4325	Instructional Materials & Supplies	2,000	4,300	4,507	4,574	4,712
4326	Art & Music Supplies	1,000	1,500	1,523	1,545	1,592

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
4330 Office Supplies	1,500	2,000	1,200	1,218	1,236	1,255
4335 PE Supplies	-	360	365	371	376	382
4346 Teacher Supplies	3,200	4,000	4,000	4,000	4,000	4,000
4410 Classroom Furniture, Equipment & Supplies	120	2,000	1,000	1,015	1,030	1,046
4420 Computers: individual items less than \$5k	-	1,500	1,523	1,545	1,569	1,592
4430 Non Classroom Related Furniture, Equipment & Supplies	1,000	1,000	1,015	1,030	1,046	1,061
4710 Student Food Services	10,500	10,500	10,658	10,817	10,980	11,144
4720 Other Food	200	203	206	209	212	215
SUBTOTAL - Books and Supplies	21,390	30,943	29,715	30,100	30,492	30,889
Services & Other Operating Expenses						
5200 Travel & Conferences	250	1,000	1,015	1,030	1,046	1,061
5300 Dues & Memberships	1,800	1,827	1,854	1,882	1,910	1,939
5450 Insurance - Other	21,000	21,315	22,168	23,054	23,976	24,936
5515 Janitorial, Gardening Services & Supplies	2,500	2,538	2,576	2,614	2,653	2,693
5525 Utilities - Waste	4,400	4,466	4,533	4,601	4,670	4,740
5535 Utilities - PGE & Sewer	12,000	15,500	15,733	15,968	16,208	16,451
5605 Equipment Leases	4,500	4,568	4,636	4,706	4,776	4,848
5610 Rent	168,980	187,625	193,254	199,051	205,023	211,174
5615 Repairs and Maintenance - Building	3,000	5,125	5,202	5,280	5,359	5,439
5803 Accounting Fees	12,600	13,600	13,804	14,011	14,221	14,435
5805 SELPA and other administrative Fees	3,780	4,267	4,472	4,539	4,607	4,676
5812 Business Services	65,025	67,626	70,331	73,144	76,070	79,113
5824 CDE Oversight Fees	16,150	17,115	17,553	17,504	17,484	17,459
5826 Directors Contingency	-	10,000	40,000	40,000	30,000	30,000
5828 Aftercare Expenses	7,400	1,025	1,040	1,056	1,072	1,088
5829 After school Enrichment Program	82,000	120,000	120,000	120,000	120,000	120,000
5830 Field Trips Expenses	800	15,595	15,829	16,066	16,307	16,552
5836 Fingerprinting	-	200	203	206	209	212
5843 Interest - Loans	1,000	900	-	-	-	-
5845 Legal Fees	5,000	5,075	5,151	5,228	5,307	5,386
5851 Marketing and Student Recruiting	15,500	15,733	15,968	16,208	16,451	16,698
5854 Counselling Contracting	5,890	14,700	14,921	15,144	15,371	15,602
5855 MH SPED Contractors	5,000	5,075	5,151	5,228	5,307	5,386
5857 Payroll Fees	3,240	3,289	3,338	3,388	3,439	3,490
5861 Prior Yr Exp (not accrued)	13,259	5,000	5,075	5,151	5,228	5,307
5863 Professional Development	9,000	15,000	15,225	15,453	15,685	15,920

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Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
5869 Special Education Contract Instructors	43,000	35,255	35,784	36,321	36,865	37,418
5875 Staff Recruiting	1,300	700	711	721	732	743
5880 Student Health Services	1,200	1,218	1,236	1,255	1,274	1,293
5881 Student Information System	3,664	3,719	3,775	3,831	3,889	3,947
5887 Technology Services	2,000	4,100	4,162	4,224	4,287	4,352
5910 Communications - Internet / Website Fees	5,000	5,075	5,151	5,228	5,307	5,386
5915 Postage and Delivery	400	645	676	686	696	707
5920 Communications - Telephone & Fax	6,000	6,090	6,181	6,274	6,368	6,464
SUBTOTAL - Services & Other Operating Exp.	526,638	614,964	656,706	669,056	671,800	684,916
Depreciation Expense						
6900 Depreciation	5,015	41,738	44,863	44,863	41,576	38,280
SUBTOTAL - Depreciation Expense	5,015	41,738	44,863	44,863	41,576	38,280
Other Outflows						
7438 Long term debt - Interest	-	14,220	4,976	4,257	3,856	3,311
SUBTOTAL - Other Outflows	-	14,220	4,976	4,257	3,856	3,311
TOTAL EXPENSES	2,071,274	2,321,205	2,356,485	2,372,743	2,376,602	2,381,127

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
2019-20
As of Mar FY2020

	Year 1 2019-20	Year 2 2020-21	Year 3 2021-22	Year 4 2022-23	Year 5 2023-24	Year 6 2024-25	Driver/ Rate Type
Revenues and related expenses							
Statewide LCFF Assumptions							
LCFF COLA	3.26%	-5.00%	0.00%	0.00%	0.00%	0.00%	
TK-3 LCFF Base	7,702	7,317	7,317	7,317	7,317	7,317	
4-6 LCFF Base	7,818	7,427	7,427	7,427	7,427	7,427	
TK-3 Gr Span Adj	801	761	761	761	761	761	
School LCFF Assumptions							
LCFF per ADA	8,793	8,380	8,323	8,299	8,290	8,278	
ILPT per ADA	900	800	800	800	800	800	
Unduplicated Pupil % (3 year avg)	31.04%	30.63%	30.16%	28.68%	28.08%	27.33%	
District UPP	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	
Other Federal and State Revenues							
EDCOE SELPA Federal Rate	125.00	125.00	125.00	125.00	125.00	125.00	Prior Year Enrollment
EDCOE SELPA State Rate	538.00	552.00	552.00	552.00	552.00	552.00	ADA
Mandated Cost Reimbursements: K-8	16.86	17.25	17.72	18.22	18.73	18.73	Prior Year Enrollment
Mandated Cost Reimbursements: 9-12	46.87	47.94	49.24	50.63	52.06	52.06	Prior Year Enrollment
State Lottery Unrestricted	153.00	153.00	153.00	153.00	153.00	153.00	ADA
State Lottery Restricted	54.00	54.00	54.00	54.00	54.00	54.00	ADA
Fees							
Authorizer Fees	1.00%	1.00%	1.00%				% of LCFF
Special Education Encroachment Fees		0.00	0.00				
Payroll							
Annual Pay Increase							
Certificated		0.00%	0.00%	0.00%	0.00%	0.00%	
Classified		0.00%	0.00%	0.00%	0.00%	0.00%	
Benefits							
STRS	17.10%	18.40%	18.10%	18.10%	18.10%	18.10%	% of eligible payroll
Social Security	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	% of eligible payroll
Medicare	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	% of total payroll
H&W average annual increase		4.00%	4.00%	4.00%	4.00%	4.00%	

Ross Valley Charter Appendices and
Supporting Documents

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Ross Valley Charter School
Monthly Cash Forecast
As of Mar FY2020

	2019-20												Forecast	Remaining Balance
	Actuals & Forecast													
	Jul Actuals	Aug Actuals	Sep Actuals	Oct Actuals	Nov Actuals	Dec Actuals	Jan Actuals	Feb Actuals	Mar Actuals	Apr Forecast	May Forecast	Jun Forecast		
Beginning Cash	311,734	330,622	284,859	203,981	237,662	215,668	179,614	131,952	132,868	136,233	138,722	250,817		
REVENUE														
LCFF Entitlement	-	65,657	65,612	125,803	118,101	118,101	118,101	129,627	-	285,845	262,727	138,757	1,614,981	186,650
Federal Revenue	-	-	-	-	-	-	-	-	-	25,167	4,917	667	45,000	14,250
Other State Revenue	4,000	4,000	7,201	7,201	7,201	9,798	7,201	8,180	20,332	5,685	20,314	11,076	144,236	32,047
Other Local Revenue	816	26,906	8,411	37,139	10,354	19,525	25,599	17,500	164,217	(168,247)	11,406	(5,135)	148,489	-
Fundraising & Grants	1,289	166	14,401	46,123	38,814	22,836	5,822	49	45,783	3,635	10,801	6,408	180,525	(15,600)
TOTAL REVENUE	6,105	96,729	95,626	216,266	174,470	170,260	156,722	155,356	230,332	152,084	310,165	151,772	2,133,231	217,347
EXPENSES														
Certificated Salaries	66,530	73,568	78,505	79,400	80,890	77,110	77,544	81,272	42,128	105,955	82,020	80,017	924,938	-
Classified Salaries	519	6,691	32,344	35,316	27,116	24,418	24,824	27,923	13,290	34,852	34,429	28,835	292,472	1,917
Employee Benefits	34,218	21,612	23,433	15,054	25,534	24,035	38,292	27,142	7,418	30,379	30,527	23,032	300,822	147
Books & Supplies	50	578	2,826	460	153	4,548	2,305	3,016	486	2,400	908	3,661	21,390	-
Services & Other Operating Expenses	31,594	28,241	35,677	38,452	42,769	62,242	48,023	41,247	45,057	32,076	43,804	51,391	526,638	26,066
Capital Outlay & Depreciation	-	-	-	-	-	864	144	144	144	418	418	2,883	5,015	-
Other Outflows	-	-	-	-	-	-	-	1,682	22,058	(23,740)	-	-	-	-
TOTAL EXPENSES	132,910	130,689	172,785	168,682	176,461	193,216	191,132	182,426	130,580	182,339	192,106	189,818	2,071,274	28,129
Operating Cash Inflow (Outflow)	(126,806)	(33,961)	(77,159)	47,584	(1,991)	(22,956)	(34,410)	(27,070)	99,752	(30,256)	118,058	(38,047)	61,957	189,218
Revenues - Prior Year Accruals	167,083	356	-	-	7,735	-	-	646	-	25,355	-	-	-	-
Other Assets	19,506	-	-	-	-	(625)	-	-	-	-	-	-	-	-
Fixed Assets	-	-	-	(566)	(14,401)	864	84	144	(3,856)	(3,093)	418	2,883	-	-
Expenses - Prior Year Accruals	-	(3,850)	-	-	-	-	-	2,469	-	(34,475)	-	-	-	-
Accounts Payable - Current Year	(36,341)	(1,848)	(797)	-	-	-	-	38,064	(89,404)	51,340	-	-	-	-
Summerholdback for Teachers	(4,555)	206	412	412	412	412	413	413	207	424	424	424	424	424
Loans Payable (Current)	-	(6,667)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)
Loans Payable (Long Term)	-	-	-	(10,416)	(10,416)	(10,416)	(10,416)	(10,416)	-	(3,472)	(3,472)	(3,472)	(3,472)	(3,472)
Ending Cash	330,622	284,859	203,981	237,662	215,668	179,614	131,952	132,868	136,233	138,722	250,817	209,272		

Ross Valley Charter Appendices and
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Ross Valley Charter School
Monthly Cash Forecast
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	2020-21													Forecast	Remaining Balance
	Actuals & Forecast														
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast	Forecast		
Beginning Cash	209,272	440,606	246,238	155,703	137,542	103,671	48,045	107,463	88,220	113,383	216,843	311,493			
REVENUE															
LCFF Entitlement	-	67,766	67,766	131,162	121,979	121,979	212,862	121,979	185,048	197,319	225,898	185,048	1,711,514	72,710	
Federal Revenue	-	-	-	-	4,250	-	-	4,250	-	12,063	4,250	-	41,125	16,313	
Other State Revenue	289	5,230	5,230	9,182	9,182	12,350	9,182	19,109	11,970	11,970	21,897	11,970	163,546	35,986	
Other Local Revenue	1,087	36,712	12,112	48,953	13,486	26,245	34,879	24,011	3,690	(8,772)	15,586	(7,489)	209,193	8,693	
Fundraising & Grants	12,183	12,183	12,183	12,850	12,850	16,616	12,850	12,850	53,523	9,261	21,966	14,484	203,800	-	
TOTAL REVENUE	13,559	121,891	97,291	202,147	161,747	177,189	269,773	182,199	254,230	221,841	289,597	204,012	2,329,178	133,701	
EXPENSES															
Certificated Salaries	57,569	80,349	84,780	84,780	83,717	83,717	83,717	84,780	84,780	83,717	84,780	83,008	979,692	-	
Classified Salaries	4,988	11,042	29,697	30,777	25,350	26,430	25,350	30,777	29,697	26,430	29,697	23,531	295,767	2,000	
Employee Benefits	32,906	27,145	32,818	29,534	28,347	28,429	32,836	29,534	29,452	26,995	27,456	18,277	343,882	153	
Books & Supplies	1,704	1,704	2,347	1,704	1,704	5,447	1,704	4,687	1,704	2,080	1,704	4,457	30,943	-	
Services & Other Operating Expenses	36,532	35,033	40,195	60,857	43,846	76,137	54,095	39,009	70,763	(23,080)	49,071	95,777	614,964	36,728	
Capital Outlay & Depreciation	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	41,738	-	
Other Outflows	500	495	490	486	481	476	471	466	461	456	452	8,985	14,220	-	
TOTAL EXPENSES	137,676	159,246	193,806	211,616	186,921	224,114	201,649	192,732	220,335	120,076	196,637	237,514	2,321,205	38,881	
Operating Cash Inflow (Outflow)	(124,117)	(37,355)	(96,514)	(9,469)	(25,175)	(46,925)	68,124	(10,533)	33,895	101,764	92,960	(33,502)	7,973	94,820	
Revenues - Prior Year Accruals	205,695	7,402	4,250	-	-	-	-	-	-	-	-	-	-	-	
Other Assets	15,805	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fixed Assets	(146,522)	(146,522)	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	-	
Expenses - Prior Year Accruals	(11,980)	(16,150)	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Summerholdback for Teachers	(4,664)	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	-	
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Loans Payable (Long Term)	297,116	(2,889)	(2,894)	(13,315)	(13,320)	(13,324)	(13,329)	(13,334)	(13,355)	(2,928)	(2,933)	(106,438)	-	-	
Ending Cash	440,606	246,238	155,703	137,542	103,671	48,045	107,463	88,220	113,383	216,843	311,493	176,177			

Ross Valley Charter Appendices and
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Ross Valley Charter School
Monthly Cash Forecast
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	2021-22													Forecast	Remaining Balance
	Actuals & Forecast														
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast	Forecast		
Beginning Cash	176,177	125,112	101,212	18,124	25,700	15,810	(15,391)	71,600	77,431	106,417	202,314	291,704			
REVENUE															
LCFF Entitlement	-	74,783	74,783	144,822	134,609	134,609	229,182	134,609	178,092	189,302	220,272	178,092	1,755,252	62,097	
Federal Revenue	-	-	-	-	4,250	-	-	4,250	-	13,438	4,250	-	43,875	17,688	
Other State Revenue	299	5,936	5,936	10,446	10,446	14,065	10,446	21,486	11,180	11,180	22,220	11,180	169,219	34,399	
Other Local Revenue	1,087	36,712	12,112	48,953	13,486	26,245	34,879	24,011	3,690	(8,772)	15,586	(7,489)	209,193	8,693	
Fundraising & Grants	12,580	12,580	12,580	13,247	13,247	17,135	13,247	13,247	55,244	9,541	22,660	14,934	210,240	-	
TOTAL REVENUE	13,965	130,011	105,411	217,467	176,037	192,054	287,753	197,603	248,206	214,689	284,988	196,717	2,387,779	122,877	
EXPENSES															
Certificated Salaries	57,569	80,349	84,780	84,780	83,717	83,717	83,717	84,780	84,780	83,717	84,780	83,008	979,692	-	
Classified Salaries	4,988	11,042	29,492	30,572	25,194	26,274	25,194	30,572	29,492	26,274	29,492	23,408	293,992	2,000	
Employee Benefits	33,350	27,212	32,850	29,573	28,393	28,476	32,874	29,573	29,490	27,043	27,497	18,019	346,543	2,192	
Books & Supplies	1,588	1,588	2,241	1,588	1,588	5,388	1,588	4,616	1,588	1,971	1,588	4,383	29,715	-	
Services & Other Operating Expenses	37,633	35,970	41,148	61,139	44,797	77,162	55,151	39,993	71,631	(22,450)	50,002	97,221	656,706	67,310	
Capital Outlay & Depreciation	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	44,863	-	
Other Outflows	442	437	432	427	422	417	412	407	402	397	392	387	4,976	-	
TOTAL EXPENSES	139,308	160,338	194,681	211,817	187,849	225,171	202,673	193,679	221,122	120,689	197,490	230,165	2,356,485	71,502	
Operating Cash Inflow (Outflow)	(125,343)	(30,327)	(89,270)	5,650	(11,812)	(33,118)	85,080	3,924	27,085	94,000	87,498	(33,448)	31,293	51,374	
Revenues - Prior Year Accruals	107,846	21,606	4,250	-	-	-	-	-	-	-	-	-	-	-	
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fixed Assets	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	
Expenses - Prior Year Accruals	(21,766)	(17,115)	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Summerholdback for Teachers	(12,597)	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Loans Payable (Long Term)	(2,942)	(2,947)	(2,952)	(2,957)	(2,962)	(2,967)	(2,972)	(2,977)	(2,982)	(2,987)	(2,992)	(2,997)			
Ending Cash	125,112	101,212	18,124	25,700	15,810	(15,391)	71,600	77,431	106,417	202,314	291,704	260,143			

Ross Valley Charter Appendices and
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Ross Valley Charter School
Monthly Cash Forecast
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	2022-23													Forecast	Remaining Balance
	Actuals & Forecast														
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast			
Beginning Cash	260,143	164,473	138,760	54,502	80,357	71,114	40,669	136,870	143,654	157,913	239,069	314,026			
REVENUE															
LCFF Entitlement	-	76,973	76,973	166,177	138,551	138,551	241,766	138,551	167,216	177,761	209,396	167,216	1,750,352	51,221	
Federal Revenue	-	-	-	-	4,250	-	-	4,250	-	13,875	4,250	-	44,750	18,125	
Other State Revenue	299	6,120	6,120	10,776	10,776	14,619	10,776	22,176	10,776	10,776	22,176	10,776	169,442	33,276	
Other Local Revenue	1,087	36,712	12,112	48,953	13,486	26,245	34,879	24,011	3,690	(8,772)	15,586	(7,489)	209,193	8,693	
Fundraising & Grants	12,580	12,580	12,580	13,247	13,247	17,135	13,247	13,247	55,244	9,541	22,660	14,934	210,240	-	
TOTAL REVENUE	13,965	132,384	107,784	239,153	180,309	196,549	300,668	202,234	236,926	203,182	274,068	185,437	2,383,977	111,315	
EXPENSES															
Certificated Salaries	57,569	80,349	84,780	84,780	83,717	83,717	83,717	84,780	84,780	83,717	84,780	83,008	979,692	-	
Classified Salaries	4,988	11,042	29,492	30,572	25,194	26,274	25,194	30,572	29,492	26,274	29,492	23,408	293,992	2,000	
Employee Benefits	33,697	27,386	33,024	29,746	28,567	28,649	33,047	29,746	29,663	27,216	27,670	18,019	350,784	4,354	
Books & Supplies	1,607	1,607	2,269	1,607	1,607	5,464	1,607	4,680	1,607	1,995	1,607	4,444	30,100	-	
Services & Other Operating Expenses	38,768	36,935	42,125	61,991	45,866	78,288	56,299	41,070	72,522	(21,778)	50,959	98,603	669,056	67,407	
Capital Outlay & Depreciation	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	44,863	-	
Other Outflows	382	377	372	367	362	357	352	347	342	337	332	327	4,257	-	
TOTAL EXPENSES	140,750	161,435	195,801	212,801	189,051	226,487	203,954	194,933	222,145	121,499	198,579	231,547	2,372,743	73,761	
Operating Cash Inflow (Outflow)	(126,784)	(29,051)	(88,017)	26,352	(8,741)	(29,938)	96,713	7,301	14,782	81,683	75,489	(46,110)	11,234	37,554	
Revenues - Prior Year Accruals	97,249	21,378	4,250	-	-	-	-	-	-	-	-	-	-	-	
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fixed Assets	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	
Expenses - Prior Year Accruals	(51,911)	(17,553)	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Summerholdback for Teachers	(12,597)	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Loans Payable (Long Term)	(5,366)	(5,371)	(5,376)	(5,381)	(5,386)	(5,391)	(5,396)	(5,401)	(5,406)	(5,411)	(5,416)	(5,421)	(5,421)	(5,421)	
Ending Cash	164,473	138,760	54,502	80,357	71,114	40,669	136,870	143,654	157,913	239,069	314,026	267,379			

Ross Valley Charter Appendices and
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Ross Valley Charter School
Monthly Cash Forecast
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	2023-24													Forecast	Remaining Balance
	Actuals & Forecast														
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast			
Beginning Cash	267,379	158,815	131,504	45,934	53,456	42,736	10,808	97,144	102,397	120,442	205,598	284,275			
REVENUE															
LCFF Entitlement	-	76,873	76,873	148,917	138,372	138,372	233,277	138,372	172,116	182,661	214,296	172,116	1,748,366	56,121	
Federal Revenue	-	-	-	-	4,250	-	-	4,250	-	13,875	4,250	-	44,750	18,125	
Other State Revenue	299	6,120	6,120	10,776	10,776	14,726	10,776	22,176	10,776	10,776	22,176	10,776	169,550	33,276	
Other Local Revenue	1,087	36,712	12,112	48,953	13,486	26,245	34,879	24,011	3,690	(8,772)	15,586	(7,489)	209,193	8,693	
Fundraising & Grants	12,580	12,580	12,580	13,247	13,247	17,135	13,247	13,247	55,244	9,541	22,660	14,934	210,240	-	
TOTAL REVENUE	13,965	132,285	107,685	221,893	180,131	196,478	292,179	202,056	241,826	208,082	278,968	190,337	2,382,099	116,215	
EXPENSES															
Certificated Salaries	57,569	80,349	84,780	84,780	83,717	83,717	83,717	84,780	84,780	83,717	84,780	83,008	979,692	-	
Classified Salaries	4,988	11,042	29,492	30,572	25,194	26,274	25,194	30,572	29,492	26,274	29,492	23,408	293,992	2,000	
Employee Benefits	34,051	27,563	33,200	29,923	28,743	28,826	33,224	29,923	29,840	27,393	27,847	18,019	355,195	6,643	
Books & Supplies	1,626	1,626	2,298	1,626	1,626	5,541	1,626	4,745	1,626	2,020	1,626	4,505	30,492	-	
Services & Other Operating Expenses	39,941	37,929	43,131	62,868	46,968	79,447	57,480	42,180	73,440	(21,081)	51,943	100,019	671,800	57,536	
Capital Outlay & Depreciation	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	41,576	-	
Other Outflows	322	317	312	306	301	296	291	286	281	276	270	599	3,856	-	
TOTAL EXPENSES	141,961	162,290	196,678	213,540	190,014	227,564	204,996	195,950	222,923	122,063	199,423	233,022	2,376,602	66,179	
Operating Cash Inflow (Outflow)	(127,995)	(30,005)	(88,993)	8,353	(9,883)	(31,086)	87,183	6,105	18,903	86,019	79,545	(42,685)	5,496	50,036	
Revenues - Prior Year Accruals	86,047	21,018	4,250	-	-	-	-	-	-	-	-	-	-	-	
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fixed Assets	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	-	
Expenses - Prior Year Accruals	(52,057)	(17,504)	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Summerholdback for Teachers	(12,597)	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	-	
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Loans Payable (Long Term)	(5,426)	(5,431)	(5,436)	(5,442)	(5,447)	(5,452)	(5,457)	(5,462)	(5,467)	(5,472)	(5,478)	(7,364)	-	-	
Ending Cash	158,815	131,504	45,934	53,456	42,736	10,808	97,144	102,397	120,442	205,598	284,275	238,836			

Ross Valley Charter Appendices and
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Ross Valley Charter School
Monthly Cash Forecast
As of Mar FY2020

	2024-25													Forecast	Remaining Balance
	Actuals & Forecast														
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast			
Beginning Cash	238,836	146,714	121,356	40,622	50,099	40,615	9,809	101,198	108,119	128,079	214,877	294,914			
REVENUE															
LCFF Entitlement	-	76,749	76,749	148,693	138,148	138,148	233,053	138,148	171,892	182,437	214,072	171,892	1,745,882	55,897	
Federal Revenue	-	-	-	-	4,250	-	-	4,250	-	13,875	4,250	-	44,750	18,125	
Other State Revenue	299	6,120	6,120	10,776	10,776	14,726	10,776	22,176	10,776	10,776	22,176	10,776	169,550	33,276	
Other Local Revenue	1,087	36,712	12,112	48,953	13,486	26,245	34,879	24,011	3,690	(8,772)	15,586	(7,489)	209,193	8,693	
Fundraising & Grants	12,580	12,580	12,580	13,247	13,247	17,135	13,247	13,247	55,244	9,541	22,660	14,934	210,240	-	
TOTAL REVENUE	13,965	132,161	107,561	221,669	179,907	196,254	291,955	201,832	241,602	207,858	278,744	190,113	2,379,615	115,992	
EXPENSES															
Certificated Salaries	57,569	80,349	84,780	84,780	83,717	83,717	83,717	84,780	84,780	83,717	84,780	83,008	979,692	-	
Classified Salaries	4,988	11,042	29,492	30,572	25,194	26,274	25,194	30,572	29,492	26,274	29,492	23,408	293,992	2,000	
Employee Benefits	33,925	27,256	29,973	29,616	28,924	29,006	29,510	29,616	29,534	27,574	28,028	18,019	350,048	9,067	
Books & Supplies	1,645	1,645	2,328	1,645	1,645	5,619	1,645	4,811	1,645	2,045	1,645	4,568	30,889	-	
Services & Other Operating Expenses	41,152	38,953	44,165	63,772	48,104	80,638	58,694	43,324	74,385	(20,357)	52,955	101,469	684,916	57,662	
Capital Outlay & Depreciation	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	38,280	-	
Other Outflows	325	316	307	298	289	281	272	263	254	245	236	227	3,311	-	
TOTAL EXPENSES	142,794	162,752	194,235	213,874	191,063	228,724	202,221	196,556	223,279	122,687	200,326	233,888	2,381,127	68,729	
Operating Cash Inflow (Outflow)	(128,828)	(30,591)	(86,674)	7,796	(11,156)	(32,469)	89,734	5,276	18,323	85,171	78,418	(43,775)	(1,513)	47,263	
Revenues - Prior Year Accruals	90,947	21,018	4,250	-	-	-	-	-	-	-	-	-	-	-	
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fixed Assets	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	-	
Expenses - Prior Year Accruals	(42,205)	(17,484)	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Summerholdback for Teachers	(12,597)	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	-	
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Loans Payable (Long Term)	(2,628)	(2,637)	(2,645)	(2,654)	(2,663)	(2,672)	(2,681)	(2,690)	(2,699)	(2,708)	(2,717)	(2,726)	-	-	
Ending Cash	146,714	121,356	40,622	50,099	40,615	9,809	101,198	108,119	128,079	214,877	294,914	252,749			

EXHIBIT “G”

From: [Conn Hickey](#)
To: [SBA Lending](#)
Subject: Re: Paycheck Protection Program Loan Application – Information Request #12494090
Date: Thursday, April 23, 2020 10:27:22 AM

Dear Westamerica

We accept your counter offer.

Conn Hickey
Business Official
Ross Valley Charter

On Sun, Apr 19, 2020 at 9:52 AM SBA Lending <SBA.Lending@westamerica.com> wrote:

We received notification from the Small Business Administration that the SBA CARES Act Paycheck Protection Loan program funding limits were reached on Thursday, April 16, 2020 and they are no longer accepting applications.

Westamerica will continue processing and preparing submitted applications.

In the event the program receives additional funding and program rules and guidance allow us to do so, we will resume submission to the SBA for loan guaranty and approval.

We have received your application for processing and data verification. Your business appears to meet the criteria for a PPP loan, however we need additional information from your business to complete our processing:

Documentation submitted with your application supports a maximum loan amount of:
\$270,653.00.

You may accept this loan amount or you may complete the attached Payroll Calculation Worksheet and return to us with corresponding documentation of 2019 payroll.

- If this loan amount is acceptable to you, please respond to this message stating the reduced loan amount is acceptable. We will proceed with our processing.
- You may complete and submit the attached Payroll Calculation Worksheet which shows your calculations of your original loan request. Respond directly to this message requesting an additional review with the completed worksheet and corresponding documentation of 2019 payroll.

If you would like to submit documents containing non-public information via a secure document portal, please notify us by replying to this email and we will send you a link.

The Paycheck Protection Program is administered by the SBA and is limited to an authorized funding amount as designated by the federal government. The SBA has indicated that loans under the Paycheck Protection Program will be made available on a first come, first served basis. Given the limitations on SBA authorized funding and the significant volume of applications already submitted to Westamerica Bank and other lenders, not every qualified applicant will receive loan proceeds under the program.

Sincerely,

Westamerica Bank

1 (800)848-1088

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of age (provided the applicant has the capacity to enter into a binding contract); color, religion, national origin, sex, marital status; because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning Westamerica Bank is: Federal Reserve Consumer Help Center, PO Box 1200, Minneapolis, MN 55840.

EXHIBIT “H”



**REGULAR MEETING
BOARD OF TRUSTEES
ROSS VALLEY CHARTER SCHOOL**

April 23, 2020 7 p.m.

Ross Valley Charter School 102 Marinda Drive, Fairfax, CA

For Agenda and Supplemental Materials to go:

<https://sites.google.com/a/rossvalleycharter.org/rvc-board-docs/2020-04-23-regular-meeting>

Access to Board Materials: A copy of the written materials which will be submitted to the School Board may be reviewed by any interested persons on The Ross Valley Charter School website listed above, along with this agenda, following the posting of the agenda at least 72 hours in advance of this meeting. Supplemental materials and written reports shall be posted as they become available.

Disability Access: Requests for disability-related modifications or accommodations to participate in this public meeting should be made 24 hours prior to the meeting by calling (415) 534-6970. All efforts will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.

Board Members:

Sharon Sagar, Chair

Amy Gramajo

Kristi Kimball

John Kirk

Cheryl Flick

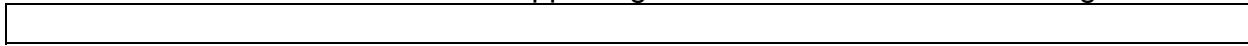
Sonya Stanley

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

The Ross Valley Charter School ("School") welcomes your participation at the School's Board meetings. The purpose of a public meeting of the Board of Trustees ("Board") is to conduct the affairs of the School in public. Your participation assures us of continuing community interest in our School.

A few agendas are available at the meeting (when we return to in-person meetings.) Supplementary materials will not be available in paper form.

When addressing the Board, speakers are requested to state their name and city (however this is not required), adhere to the time limits set forth and respect the Meeting Norms and Procedural Guidelines outlined below in the Section on Communications.



This meeting will be by teleconference pursuant to Executive Orders N-25-20 and N-29-20.

The Board and employees of Ross Valley Charter School shall meet via the Zoom meeting platform. Members of the public who wish to access this Board meeting may do so at <https://us02web.zoom.us/j/9814265913>. You may also call in using the Zoom phone number:

1 669 900 9128 (meeting ID# 981 426 5913).

Members of the public who wish to comment during the Board meeting may use the “raise hand” tool on the Zoom platform. Members of the public calling in will be given the opportunity to address the Board during the meeting. Individual comments will be limited to three (3) minutes. If an interpreter is needed for comments, they will be translated to English and the time limit shall be six (6) minutes. The Board may limit the total time for public comment to a reasonable time. The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board meeting.

I. PRELIMINARY

A. CALL TO ORDER

B. TRUSTEE ROLL CALL

	Present(Remotely)	Absent
Kristi Kimball	_____	_____
John Kirk	_____	_____
Cheryl Flick	_____	_____
Amy Gramajo	_____	_____
Sharon Sagar, Chair	_____	_____
Sonya Stanley	_____	_____

**C. APPROVAL OF AGENDA OF SPECIAL BOARD MEETING OF APRIL 23, 2020.
ROLL CALL VOTE**

II. COMMUNICATION

A. REVIEW of MEETING NORMS

1. Speak respectfully, avoiding blame and inflammatory language and raised voices.
2. Listen respectfully without interrupting.
3. Listen actively and try to understand others’ views.
4. Don’t roll your eyes, make faces or audibly react while someone is speaking.
5. Be concise when it is your turn to speak.
6. Assume others’ good intentions.
7. Keep on the topic under discussion.

8. Politely enforce ground rules.
 9. Remember to mute cell phones.
- B. REVIEW PROCEDURAL GUIDELINES for Public Discussion on Agendized Items
1. Presentation by Staff, Officers or Guest Presenters
 2. Board discussion, questions, clarifications
 3. All Public Comment taken at once. Individuals will be limited to three minutes per speaker unless Board Chair determines that the number of speakers warrants a reduction to a lesser amount of time. The board or Officers will not respond during public comment time. Questions will be noted and answered as outlined in next bullet.
 4. Board or officers attempt to answer questions regarding agendized items. Questions that seek information or clarifications will attempt to be answered. Questions that are deemed to violate meeting norms above or to be argumentative in nature will not be responded to.
 5. Any remaining Board discussion, questions, clarifications, deliberation and motion and vote if appropriate.

C. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA:

No individual comment shall be for more than three (3) minutes (with the exception of translated comments) and the total time for this purpose shall not exceed (15) minutes. The Board may decide to continue this item to the end of the meeting in order to facilitate the scheduled items on the agenda. Ordinarily, Board members will not respond to comments and no action can be taken. However, staff may respond, and the Board may give direction to staff.

D. For Information: School Director

This is a presentation of information and activities that have occurred since the previous Board meeting. These topics are informational only and no action will be taken by the board.

E. For Information: Board/Staff Information Updates

Board and staff present information updates since the previous Board meeting.

III. GENERAL ITEMS

A. ENROLLMENT REPORT AND 2020/21 STAFFING UPDATE

We will review our enrollment numbers and predictions for the upcoming school year, as well as related staffing recommendations.

DISCUSSION/ROLL CALL VOTE

B. LCAP UPDATE

We will discuss any recommended modification to our LCAP plan cycle given the conditions imposed by stay-in-place orders.

DISCUSSION

C. SCHOOL LUNCH PROGRAM

We will discuss potential needed changes to our school lunch program given realities of COVID-19 on costs and lunch service model.

DISCUSSION/ROLL CALL VOTE

D. BUDGET/FUNDRAISING UPDATES

We will be discussing guidance on our 2020-2021 Budget given the expected economic fallout from COVID-19.

DISCUSSION/ROLL CALL VOTE

IV. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The School Director recommends approval of all consent agenda items.

- A. Minutes of March 9 Regular and Special meetings
- B. Minutes of April 2 Special Meeting
- C. Personnel Update

ROLL CALL VOTE INDIVIDUALLY OR COLLECTIVELY

V. FUTURE MEETING NEEDS AND TOPICS – trustee requests of topics for future meetings

VI. MEETING REVIEW AND EVALUATION

A. Quick Evaluation of Meeting to improve process for future meetings

**VII. ADJOURNMENT
ROLL CALL VOTE**



**MINUTES OF THE REGULAR MEETING
BOARD OF TRUSTEES
ROSS VALLEY CHARTER SCHOOL**

**Ross Valley Charter School 102 Marinda Drive, Fairfax CA
For Agenda and Supplemental Materials go to:**

<https://sites.google.com/a/rossvalleycharter.org/rvc-board-docs/2020-04-23-regular-meeting>

April 23, 2020 7:06 P.M. via Zoom video conference

Board Members:

- Sharon Sagar, Chair**
- Amy Gramajo**
- Kristi Kimball**
- John Kirk**
- Cheryl Flick**
- Sonya Stanley**

I. PRELIMINARY

A. CALL TO ORDER

B. TRUSTEE ROLL CALL

	Present	Absent
Kristi Kimball	-	<u> X </u>
Amy Gramajo	<u> X </u>	<u> </u>
John Kirk	<u> X </u>	<u> </u>
Cheryl Flick	<u> X </u>	<u> </u>
Sharon Sagar, Chair	<u> X </u>	<u> </u>
Sonya Stanley	<u> X </u>	<u> </u>

C. APPROVAL OF AGENDA OF REGULAR BOARD MEETING OF April 23, 2020.

Approval of the Agenda was duly moved, seconded and approved by roll call vote 5-0-1.

II. COMMUNICATION

C. No public comment on items not on the agenda.

D. School Director Update

- Shared distance learning K/1 survey with teachers. Broad range of family needs.
- Finished interviews for K/1 and 2/3 teachers. Offered positions to two candidates.
- Looking at LCAP data for next board meeting.

- Many holes in county/state/federal support for struggling families. Focusing on food and housing security and tech access.
- Sharing FSACC fundraiser. Children’s Center served 144 meals yesterday. Working with Marilyn, Jen and Torri.

E. Board/Staff Update

- Teachers are finding a better rhythm with distance learning. More face-to-face interacting.
- Not hearing from some kids. Teachers, Torri and Marilyn following up with these families by phone, online meetings, mailings, and school work deliveries as needed.
- Parents working on 5th grade graduation ceremony.
- Working on ways to get work out to families.
- Ms. Sagar call with superintendents today re kids dropping off in current climate.
- ADA construction project: may need to look for another funder. Continuing with plans and permits while waiting.

III. **GENERAL ITEMS**

A. ENROLLMENT REPORT AND 2020/21 STAFFING UPDATE– see chart

- 192 currently enrolled.
- 69 newly enrolled for next year.
- Projecting 212 students.
- Class loading scenarios for 2020/21: Nine non-standard class configuration (see tables).
- Based on 94% enrollment assumption.
- Nine non-standard keeps TK/K/1 classes smaller. All teachers roll up after one year.
- Using assistants and rearranging student numbers to more effectively teach math.

No public comment.

B. LCAP UPDATE

- LCAP plan: normally finalizing in June. Splitting into two-week process. New template due July 1st and actual LCAP due in December.
- Will look at data and results in May meeting.

No public comment

C. SCHOOL LUNCH PROGRAM

- Due to pandemic climate, not sensible to continue a la carte serving. Looking into sealed meals.
- National school lunch program is not a great subsidy.
- We’ll likely have more families eligible for FRPL and need to address cost.

Ross Valley Charter Appendices and
Supporting Documents

- Working with Good Earth. Jen Wolf is looking into other vendors.
- We cut food costs in half this year.
- Option: volunteers pre-pack lunches?

No public comment

D. BUDGET/FUNDRAISING UPDATES (see budget draft and assumptions)

- 2020/21 budget guidance given expected economic fallout from COVID-19
- See four-year budget assumptions.
- Finance committee met yesterday
- Edtec recommends assuming state LCFF COLA reduction by 5%.
- Possible extension of ADA project timeline.
- CARES Act money comes in next year.
- \$50K surplus
- \$270 PPP loan/grant with reserve helps balance for three years.
- Focus on petition/renewal process
- Fundraising numbers reflect what we've collected, assuming not much more.
- Fundraising committee meeting April 30th.
- Auction is going well. Sharon sharing with alumni.
- Shifting family giving asks to community support and thank you messaging.
- Adjusting family giving ask to \$850/child next year.

No public comment

Authorization of the Board Chair or School Director to execute a Small Business Administration Payroll Protection Loan Agreement with Westamerica Bank for up to \$290,000, as soon as available, was duly moved, seconded and approved by roll call vote, 5-0-1.

IV. CONSENT AGENDA ITEMS

- A. Minutes of March 9 Regular and Special (embedded) meetings
- B. Minutes of April 2 Special Meeting
- C. Personnel Update: None

Approval of March 9th Regular and Special Meeting minutes was duly moved, seconded and approved by roll call vote 4-0-2 (Ms. Kimball and Ms. Gramajo absent from 3/9/20 meeting)

Approval of April 2nd Special Meeting minutes was duly moved, seconded and approved by roll call vote 5-0-1 (Ms. Kimball absent portion of 4/2/20 meeting)

V. FUTURE MEETING NEEDS AND TOPICS

- Next year's plan and precautions
- LCAP data
- Charter renewal

VI. MEETING REVIEW AND EVALUATION

- Good to “see” everyone, and kids.
- Mr. Hickey purchased Zoom license for school account. Free during health crisis only.
- Include board meeting link in school newsletter going forward.

Meeting adjourned 8:29 P.M.

EXHIBIT “I”

From: [Luke Duchene](#)
To: [Sharon Sagar](#); [Conn Hickey](#)
Subject: Fwd: Westamerica Bank has sent you the document "12494090" to sign
Date: Friday, May 8, 2020 8:49:41 AM

Luke Duchene
Director
Ross Valley Charter

mobile: 760-487-8618
office: 415-534-6970
(sent via mobile device)

CONFIDENTIAL INFORMATION:

This email is for the sole use of the designated recipient(s) with a legitimate interest and may contain legally confidential information protected by the Family Education Act (FERPA) 20 USC 1232g. Any unauthorized review, use, distribution or disclosure is strictly prohibited. If you are not the intended recipient, please contact the sender by reply mail and destroy all copies of the original message. This email cannot be produced for a records request.

----- Forwarded message -----

From: Westamerica Bank <documents@rightsignature.com>
Date: Fri, May 8, 2020, 8:46 AM
Subject: Westamerica Bank has sent you the document '12494090' to sign
To: <luke.duchene@rossvalleycharter.org>

Thank you for applying for the SBA CARES Act Paycheck Protection Program. Your loan documents are now prepared and must be electronically signed by all principals within the company.

Once documents have been signed and returned electronically, loan funding generally occurs within one business day. The loan proceeds will be deposited directly into your Westamerica Bank business checking account.

Please do not respond to this message. This account is used for notifications only and it is not monitored. Send all correspondence to sba.lending@westamerica.com.



12494090 (12494090.pdf)
Reference #: 05adc2bf-94bc-4859-83df-dfa0a0b36c38
Status: Pending
Expires: 05/13/2020 11:46
Sender: Westamerica Bank

To review the document and sign with an electronic signature, follow this link:

WAB Loan #7415009229
GP Loan #6170517201

U.S. Small Business Administration
PAYCHECK PROTECTION PROGRAM
NOTE

Borrower's Tax ID # (EIN/SSN)	471755679
Loan Date	May 07, 2020
Loan Amount	\$270,653.00
Interest Rate	1.00%
Borrower (Name/Address/City/ST/ZIP)	ROSS VALLEY CHARTER SCHOOL 25 DEER PARK LANE FAIRFAX, CALIFORNIA 94930

Words or phrases preceded by a checkbox () will apply only if the checkbox is marked ().

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of two hundred seventy thousand six hundred fifty-three 00/100 dollars interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

"Loan" means the loan evidenced by this Note.

"Loan Documents" means the documents related to this Loan signed by Borrower.

"SBA" means the Small Business Administration, an Agency of the United States of America.

"CARES Act" means the federal Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136).

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

A. The term of this Loan shall be two (2) years from the Loan Date. This Loan shall mature on May 07, 2022 ("Maturity Date").

B. The Loan shall be payable monthly. The first six monthly payments are deferred.

C. Interest will accrue from the date of Loan (including during the deferral period) at the Interest Rate set forth above.

D. Payments will be required beginning December 07, 2020.

Your monthly payments will be an amount equal to all accrued but unpaid interest on that portion of the then-outstanding principal balance of the Loan (i.e., any portion of the Loan that has not been forgiven as described in Section 10), with the entire outstanding principal balance and all accrued but unpaid interest due and payable on the Maturity Date.

Your monthly payments will be an amount equal to the amount necessary to fully amortize the then-outstanding principal balance of the Loan (i.e., any portion of the Loan Amount that has not been forgiven as described in Section 10) at the Interest Rate specified above by the Maturity Date, with the entire outstanding principal balance and all accrued but unpaid interest due and payable on the Maturity Date.

E. There are no prepayment penalties for the Loan. Borrower may repay all or a portion of this Loan at any time without penalty.

F. The proceeds of the Loan shall be used for the following purposes only:

(i) payroll costs (as defined in the CARES Act, and in Section 2.f of the SBA *Interim Final Rule* dated April 2, 2020);

(ii) costs related to the continuation of group health care benefits during periods of paid sick, medical, or family leave, and insurance premiums;

(iii) mortgage interest payments (but not mortgage prepayments or principal payments);

(iv) rent payments;

(v) utility payments;

(vi) interest payments on any other debt obligations that were incurred before February 15, 2020; and/or

(vii) refinancing an SBA Economic Injury Disaster Loan (EIDL) made between January 31, 2020 and April 3, 2020, under the conditions as specified in Section 2.r.vii of the SBA *Interim Final Rule* dated April 2, 2020.

4. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;
- C. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- D. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- E. Fails to pay any taxes when due;
- F. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- G. Has a receiver or liquidator appointed for any part of their business or property;
- H. Makes an assignment for the benefit of creditors;
- I. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- J. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- K. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower; or
- C. File suit and obtain judgment.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Incur expenses to collect amounts due under this Note or enforce the terms of this Note or any other Loan Document, including reasonable attorneys' fees and costs. If Lender incurs such expenses, it may demand immediate payment from Borrower or add the expenses to the principal balance; and
- B. Release anyone obligated to pay this Note.

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law or deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower includes its successors, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents.
- D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
- E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
- F. If any part of this Note is unenforceable, all other parts remain in effect.
- G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor.

10. LOAN FORGIVENESS:

Pursuant to Section 1106 of the federal Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), the following provisions shall apply to the Loan:

- A. The Loan is subject to the limited loan forgiveness provisions of Section 1106 of the CARES Act, and the SBA Interim Final Rule dated April 2, 2020.

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- B. The amount of loan forgiveness is determined by and is subject to the sole approval of the SBA
- C. Limited loan forgiveness is provided for amounts spent on payroll costs, rent and utilities payments, and interest payments on mortgages for Borrowers that apply. No more than 25.0% of the amount forgiven may be for costs other than payroll costs.
- D. The amount of loan forgiveness will be reduced if Borrower reduces the number of their employees (layoffs).
- E. Borrower is eligible for debt forgiveness on a covered loan in an amount equal to the following payments made during the 8-week period beginning on the Loan Date ("covered period"):
 - (i) payroll costs;
 - (ii) interest payments on mortgage obligations (excluding principal and prepaid principal);
 - (iii) rent; and
 - (iv) utility payments.
- F. The amount of forgiveness cannot exceed the principal balance of the Loan.
- G. Cancelled indebtedness will not be included in the Borrower's taxable income.
- H. To receive loan forgiveness, Borrower must apply for Debt Forgiveness through Lender. The Borrower must submit to the Lender servicing the loan an application, which must include documents verifying the number of full-time employees and the pay rates for the period described, including payroll tax filings to the IRS and State, income, payroll, and unemployment insurance filings, cancelled checks, payment receipts, transcript of accounts, or other documents verifying payments on covered mortgage loan obligations, lease obligations and utility payments, plus any other documentation the SBA deems necessary.
- I. ***There will be no loan forgiveness without Borrower's submission of the proper application and documentation to Lender.***

11. **BORROWER'S NAME(S) AND SIGNATURE(S):**

By signing below, each individual or entity becomes obligated under this Note as Borrower.

Borrower: ROSS VALLEY CHARTER SCHOOL

By X Luke Duchene
Luke Duchene

By X _____

By X _____

By X _____

By X _____

By X _____

**PAYCHECK PROTECTION PROGRAM
CORPORATE RESOLUTION TO BORROW**

Borrower: ROSS VALLEY CHARTER SCHOOL
25 DEER PARK LANE

FAIRFAX, CALIFORNIA 94930

Lender: Westamerica Bank
Fairfield Credit Administration
4550 Mangels Boulevard
PO Box 1200 MAC A-1B
Suisun, CA 94585

THE UNDERSIGNED, CERTIFY THAT:

The complete and correct name of the Corporation is ROSS VALLEY CHARTER SCHOOL ("Corporation"). The Corporation is at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 25 DEER PARK LANE FAIRFAX, CALIFORNIA 94930. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on 04-23-2020, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolution set forth in this Resolution were adopted.

The authorized person(s) listed below may enter into the Paycheck Protection Program Agreement and the agreement will bind the Corporation. Specifically, but without limitation, such authorized person(s) are authorized, empowered and directed to do the following for and on behalf of the Corporation:

Borrow Money. To borrow, from Lender on such terms of the Paycheck Protection Program Note between the Corporation and Lender, such sum of money borrowed; not to exceed the amount of two hundred seventy thousand six hundred fifty-three 00/100 dollars(\$270,653.00).

Execute Note. To execute and deliver to Lender the Paycheck Protection Program note.

The officers named below are duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

**PAYCHECK PROTECTION PROGRAM
CORPORATE RESOLUTION TO BORROW
(Continued)**

The following named persons are authorized officers of ROSS VALLEY CHARTER SCHOOL:

<u>NAMES</u>	<u>TITLES</u>	<u>ACTUAL SIGNATURES</u>
<u>Luke Duchene</u>	<u>School Director, President</u>	X <u><i>Luke Duchene</i></u>
_____	_____	X _____
_____	_____	X _____
_____	_____	X _____
_____	_____	X _____
_____	_____	X _____

We attest that the signatures set opposite the names listed above are their genuine signatures.

We each personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct.

This Corporate Resolution to Borrow is dated 04-23-2020.

CERTIFIED TO AND ATTESTED BY AUTHORIZED OFFICERS:

X <u><i>Luke Duchene</i></u> Luke Duchene	Title: <u>School Director, President</u>
X _____	Title: _____
X _____	Title: _____
X _____	Title: _____
X _____	Title: _____

DISBURSEMENT REQUEST AND AUTHORIZATION

Borrower: ROSS VALLEY CHARTER SCHOOL

Lender: Westamerica Bank
Fairfield Credit Administration
4550 Mangels Boulevard
PO Box 1200 MAC A-1B
Suisun, CA 94585

LOAN TYPE: This is a Fixed Rate (1.000%) Paycheck Protection Program Loan for \$270,653.00 due on demand and, if no demand, on May 07, 2022.

PRIMARY PURPOSE OF LOAN: The primary purpose of this loan is for:

- (i) payroll costs (as defined in the CARES Act, and in Section 2.f of the SBA Interim Final Rule dated April 2, 2020);
(ii) costs related to the continuation of group health care benefits during periods of paid sick, medical, or family leave, and insurance premiums;
(iii) mortgage interest payments (but not mortgage prepayments or principal payments);
(iv) rent payments;
(v) utility payments;
(vi) interest payments on any other debt obligations that were incurred before February 15, 2020; and/or
(vii) refinancing an SBA Economic Injury Disaster Loan (EIDL) made between January 31, 2020 and April 3, 2020, under the conditions as specified in Section 2.r.vii of the SBA Interim Final Rule dated April 2, 2020.

DISBURSEMENT INSTRUCTIONS: Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds as follows:

Amount paid to Borrower directly: \$270,653.00
Westamerica Bank Business Checking Account #
Note Principal: \$270,653.00

BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT. THIS AUTHORIZATION IS DATED MAY 07, 2020.

BORROWER: ROSS VALLEY CHARTER SCHOOL

By X Luke Duchene
Luke Duchene

By X

By X

By X

By X

By X



AUTHORIZATION TO CHARGE ACCOUNT

Branch Name & Number: SBA PPP Lending	Date: May 07, 2020
Branch Contact's Name:	Branch's Extension:
Automatic Transfer Start Date: December 07, 2020	This <i>Authorization</i> replaces the <i>Authorization</i> dated:

The person requesting this *Authorization to Charge Account* must be a signer on **both** the account being charged **and** the account being credited.

TRANSFER FROM - (Indicate account to Charge) #: 518137682

Ownership Type (✓ One): Personal Business

Account Name: ROSS VALLEY CHARTER SCHOOL

Account Type (✓ One): Checking Savings (not available for revolving lines of credit)

TRANSFER TO - (Indicate account to Credit) #: 7415009229

Ownership Type (✓ One): Personal Business

Account Name: ROSS VALLEY CHARTER SCHOOL

Account Type (✓ One): Checking Savings Holiday Club

Credit Line Commercial Loan Commercial Line of Credit

Real Estate Loan Installment Loan Other SBA PPP Loan

AMOUNT:

\$ _____ **The PAYMENT AMOUNT DUE** (for Loans/Lines of Credit)

FREQUENCY:

Deposit Accounts (✓ One): **Loans/Lines of Credit:**

Once monthly on the _____ **SCHEDULED PAYMENT DUE DATE.**

Weekly on (circle one) Mon Tue Wed Thurs Fri

Twice monthly on the _____ and on the _____

 (e.g.: the 5th and the 20th)

CUSTOMER'S AUTHORIZATION:

By signing below, I certify that I am an authorized signer on **both** accounts listed above and have the authority to initiate this *Authorization*.

Signature Luke Buchene Date: 05-08-2020

REVOCAION/CANCELLATION:

Transfer cancelled by: _____ (print customer's name).


Employee receiving cancellation: _____ Date: _____

RIX
RightSignature
SIGNATURE CERTIFICATE



TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 05ADC2BF-94BC-4859-83DF-DFA0A0B36C38 Transaction Type Signature Request Sent At 05/08/2020 11:46 EDT Executed At 05/08/2020 13:47 EDT Identity Method email Distribution Method email Signed Checksum e a e8 b ace0 5beb9aa e 9 00 d b eaa b acb a 85ed Signer Sequencing Descending Document Passcode Descending	Document Name 12494090 Filename 12494090.pdf Pages 13 pages Content Type application/pdf File Size 606 KB Original Checksum 5 e e5dd80eea 50 5 d e5ea a5 8 b0 5 d 5 8 0d 5e 8

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Luke Duchene Email luke.duchene@rossvalleycharter.org Components 20	Status Signed Multi-factor Digital Fingerprint Checksum 58b 8 8 d bb 50a d 0d80a a d c5 50 b e eedc e0 de a0 IP Address 76.253.15.214 Device Safari on a Mac Typed Signature  Signature Reference ID 2FA67879	Viewed At 05/08/2020 13:28 EDT Identity Authenticated At 05/08/2020 13:47 EDT Signed At 05/08/2020 13:47 EDT

AUDITS

TIMESTAMP	AUDIT
05/08/2020 13:47 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) signed the document on Safari on a Mac from 76.253.15.214
05/08/2020 13:47 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) authenticated via email on Safari on a Mac from 76.253.15.214
05/08/2020 13:28 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) viewed the document on Safari on a Mac from 76.253.15.214
05/08/2020 13:26 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) viewed the document on Chrome Mobile on a Android from 209.107.188.68
05/08/2020 12:49 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) viewed the document on Microsoft Edge on a Windows from 108.88.230.29
05/08/2020 12:06 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) viewed the document on Chrome Mobile on a Android from 209.107.188.68
05/08/2020 11:46 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) was emailed a link to sign
05/08/2020 11:46 EDT	Westamerica Bank (sba.endng2@westamerica.com) created document 12494090.pdf on Chrome on a Windows from 64.168.94.26

EXHIBIT “J”

From: [Westamerica Bank](#)
To: conn.hickey@rossvalleycharter.org
Subject: Paycheck Protection Program Loan Forgiveness Information
Date: Wednesday, May 13, 2020 11:11:25 AM



Paycheck Protection Program

Loan Forgiveness Information

Westamerica is pleased to have funded an SBA Paycheck Protection Program Loan for your business. Many customers have questions about loan forgiveness, so here are several critical points you should consider now that your loan has been disbursed.

Paycheck Protection Program loan amounts may be forgiven if in the eight weeks following the loan disbursement date you use the proceeds for eligible business expenses, including:

- Payroll Costs, including benefits;
- Interest on mortgage obligations, incurred before February 15, 2020;
- Rent, under lease agreements in force before February 15, 2020; and
- Utilities, for which service began before February 15, 2020.

Loan forgiveness is not automatic. You must submit a request to Westamerica Bank with documentation to verify loan proceeds were used for payroll and mortgage/rent and utilities during the eight week period after your loan funding.

When it's time to apply for loan forgiveness, you will need documentation to verify you spent your loan proceeds on the eligible categories. Make sure you are prepared to provide the following for certification:

- Documents verifying the number of full-time equivalent employees and pay rates.
- Documents showing payments of eligible mortgage interest, rent, and utilities.

We will be providing additional information about how to request loan forgiveness as SBA guidance is issued, so please be sure to check your email for messages sent from

SBA.Lending@westamerica.com. For detailed information on the Paycheck Protection Program, visit www.sba.gov.

Sincerely,

Westamerica Bank
1 (800) 848-1088





Our mailing address is:

Westamerica Bank
PO Box 1200
Suisun City, CA 94585

You are receiving this message because you completed a loan application on www.westamerica.com.
Want to change how you receive these emails? You can [update your preferences](#) or [unsubscribe from this list](#).

Please do not reply to this message. This account is used for notifications only and it is not monitored. If you would like to contact Westamerica, please call 1-800-848-1088.

Westamerica respects your privacy. For a complete description of our privacy policy, go to www.westamerica.com.

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This email was sent to conn.hickey@rossvalleycharter.org
[why did I get this?](#) [unsubscribe from this list](#) [update subscription preferences](#)
Westamerica Bank · 4550 Mangels Boulevard · A2H · Fairfield, CA 94534 · USA

EXHIBIT “K”



**RESOLUTION OF THE BOARD OF TRUSTEES
Ross Valley Charter School
A California Public Benefit Corporation**

Board Resolution #2020-05-14

ACCEPTANCE OF PAYCHECK PROTECTION PROGRAM LOAN

WHEREAS, Ross Valley Charter School (“RVC”) is a 501(c)(3) non-profit organization with fewer than 500 employees; and

WHEREAS, RVC received on May 8, 2020 a loan from the Small Business Administration (“SBA”) Paycheck Protection Program (“PPP loan”) in the amount of \$280,563 through Westamerica Bank; and

WHEREAS, applicants for PPP loans must certify to the following statements:

- *The Applicant was in operation on February 15, 2020 and had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC.*
- *Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.*
- *The funds will be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments, as specified under the Paycheck Protection Program Rule; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.*
- *The Applicant will provide to the Lender documentation verifying the number of full-time equivalent employees on the Applicant’s payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight-week period following this loan.*
- *I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight-week period following this loan.*
- *I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities, and not more than 25% of the forgiven amount may be for non-payroll costs.*
- *During the period beginning on February 15, 2020 and ending on December 31, 2020, the Applicant has not and will not receive another loan under the Paycheck Protection Program.*
- *I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001*

and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.

- *I acknowledge that the lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews; and*

WHEREAS, on April 23, 2020 the SBA provided, and has subsequently amended, a document titled "Paycheck Protection Program Loans Frequently Asked Questions (FAQs)" (the "Guidance") regarding whether "businesses owned by large companies with adequate sources of liquidity to support the business's ongoing operations qualify for a PPP loan;" and

WHEREAS, the Guidance advises that "all borrowers must assess their economic need for a PPP loan under the standard established by the CARES Act and the PPP regulations at the time of the loan application" and "[a]lthough the CARES Act suspends the ordinary requirement that borrowers must be unable to obtain credit elsewhere (as defined in section 3(h) of the Small Business Act), borrowers still must certify in good faith that their PPP loan request is necessary"; and

WHEREAS, the Guidance advises that applicants pay particular attention to the certification in the PPP loan application regarding "current economic uncertainty" as follows:

- *Specifically, before submitting a PPP application, all borrowers should review carefully the required certification that "[c]urrent economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant." Borrowers must make this certification in good faith, taking into account their current business activity and their ability to access other sources of liquidity sufficient to support their ongoing operations in a manner that is not significantly detrimental to the business.*

WHEREAS, the SBA Guidance also states that there is a safe-harbor available if an applicant repays the loan funds before May 7, as follows:

- *Any borrower that applied for a PPP loan prior to the issuance of this guidance and repays the loan in full by May 7, 2020 will be deemed by SBA to have made the required certification in good faith; and*

WHEREAS, SBA has amended the Guidance to extend this safe harbor period to May 14, as follows:

- *SBA is extending the repayment date for this safe harbor to May 14, 2020. Borrowers do not need to apply for this extension; and*

WHEREAS, SBA has amended the Guidance on May 13, 2020 to clarify the good-faith certification, as follows:

- *SBA, in consultation with the Department of the Treasury, has determined that the following safe harbor will apply to SBA’s review of PPP loans with respect to this issue: Any borrower that, together with its affiliates, received PPP loans with an original principal amount of less than \$2 million will be deemed to have made the required certification concerning the necessity of the loan request in good faith, and*

WHEREAS, notwithstanding the updated guidance from the SBA indicating that the “current economic uncertainty” certification is deemed to be made in good faith for all loans below \$2M, RVC meets the requirement that “[c]urrent economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant” because it faces substantial financial risk due to COVID-19, including but not limited to:

- Preparation for cash deferrals in state funding: The Fiscal Crisis and Management Assistance Team (“FCMAT”) is projecting that, due the COVID-19 pandemic, the State is likely, starting in June 2020 and potentially in May 2020, to implement cash deferrals as it did in the last recession.¹ In the event that the State were to defer May and June payments, RVC would need to cover \$347,000 of cash outlays, which would deplete the organization’s cash reserves which as of May 13, 2020 were \$125.215;
- Unlike school districts, RVC does not have access to county treasurer Tax Revenue Anticipation Notes, at very low interest rates, or the authorization to propose a parcel tax to increase revenue.
- Ross Valley Charter (RVC) has no current lines of credit. This school year, 2019-2020, is its first year of self-sustaining operations, and therefore given the increasing likelihood of a severe, multi-year deep recession or depression forecasted by FCMAT, with uncertain future state funding and enrollment, it is *highly unlikely* that any commercial bank is going to provide loans in a timely fashion that are of sufficient size to support ongoing operations.
- RVC’s only other option for working capital would be receivables sale (“factoring loans”). During the last recession, factoring loans made available to charter schools, but they were at fees that were large enough, sometimes 100% annualized, to be significantly detrimental to their borrowers’ businesses. As the recession deepens, and lending risks increase, these very high rates are likely to increase. If such a situation were to occur RVC would need to keep buying new factored loans on future state revenue as current state revenue is used to pay off previous factored loans, driving RVC deeper and deeper into the red to pay the fees that apply to each loan. This inevitably has a significantly detrimental effect on the RVC’s educational operations. In addition, these institutions could go bankrupt themselves which would like result in a permanent loss of access to RVS’s own receivables that were the collateral for these loans.
- Unlike district schools in Marin, RVC has no access to parcel taxes. For example, RVC is located in the Ross Valley Elementary School District, which has a parcel tax that brings in an excess of \$2,000 per student. If RVC had the same per-student

¹ FCMAT Fiscal Alert, April 2020, “Effective Cash Management During Uncertain Times”

additional parcel tax revenue, that would mean more than \$400,000 in additional revenue every year. Most Marin district schools have similar or larger per pupil parcel tax revenues.

- RVC has no access to facilities bond revenues which districts in Marin use to fund their facilities.
- If district schools face bankruptcy, they are supported by state and county resources. If charter schools face insolvency, they are closed. This is an important factor in RVC not having access to private lending facilities during a severe recession when state revenues are falling.

WHEREAS, RVC has worked tirelessly with its back-office provider over the COVID-19 crisis to conduct a detailed cash flow projection for the next several months and into the 2020-21 school year that validates the assertions made above and specifically the borrowing need given the rapid decline in non-state revenues in 2019-20; and

WHEREAS, RVC was in operation on February 15, 2020 and had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC; and

WHEREAS, the Board of Trustees has determined in good faith that the current economic uncertainty makes the federal Paycheck Protection Program loan necessary to support the ongoing operations of RVC; and

WHEREAS, the funds will be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments as specified under the Paycheck Protection Program Rule; and

WHEREAS, other revenue received during the months of May, June and July will be used for other purposes and to replenish RVC reserves; and

WHEREAS, RVC will provide to Westamerica Bank documentation verifying the number of full-time equivalent employees on the RVC's payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight-week period following this loan; and

WHEREAS, RVC understands that loan forgiveness is expected to be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities, and not more than 25% of the forgiven amount may be for non-payroll costs; and

WHEREAS, RVC understands that during the period beginning on February 15, 2020 and ending on December 31, 2020, it has not and will not receive another loan under the Paycheck Protection Program; and

WHEREAS, RVC staff has certified that the information provided in its application and the information provided in all supporting documents and forms is true and accurate in all material respects; and

WHEREAS, RVC has taken into account its current business activity and its ability to access other sources of liquidity sufficient to support our ongoing operations in a manner that is not significantly detrimental to the business; now, therefore, be it

Resolved by the Board of Trustees of Ross Valley Charter School, That Ross Valley Charter School meets all requirements of the PPP certifications; and be it further

Resolved by the Board of Trustees of Ross Valley Charter School, That Ross Valley Charter School has been properly awarded \$270,653 in the PPP loan; and be it further

Resolved by the Board of Trustees of Ross Valley Charter School, that RVC shall not return the funds awarded through the PPP loan prior to May 14, 2020; and be it further

Resolved by the Board of Trustees of Ross Valley Charter School, That the funds awarded through the PPP loan are hereby authorized to be used in a manner consistent with the terms of the Paycheck Protection Program Rules;

And be it further resolved that Luke Duchene, School Director, was authorized at the April 23, 2020 board meeting to enter into the Paycheck Protection Program Agreement and the agreement will bind the Corporation. Specifically, but without limitation, such authorized person(s) are authorized, empowered and directed to do the following for and on behalf of the Corporation:

- **Borrow Money.** To borrow, from Westamerica Bank (Lender) on such terms of the Paycheck Protection Program Note between the Corporation and Lender, such sum of money borrowed; not to exceed the amount of two hundred seventy thousand six hundred fifty-three 00/100 dollars(\$270,653.00).
- **Execute Note.** To execute and deliver to Lender the Paycheck Protection Program note.

Luke Duchene, School Director and President, is duly elected, appointed, or employed by or for the Corporation. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

Further resolved by the Board of Trustees of Ross Valley Charter School, that the School Director of Ross Valley Charter School is hereby instructed to further review guidance relating to the PPP as it is released by the SBA and is hereby authorized to take appropriate steps, including the return of the funds, if changes to the Guidelines cause Ross Valley Charter School to no longer meet the program requirements.

EXHIBIT “L”



Please electronically initial and sign where requested to proceed with your SBA CARES Payment Protection Program loan.

Ross Valley Charter Appendices and
Supporting Documents



**Paycheck Protection Program
Borrower Application Form**

OMB Control No.: 3245-0407
Expiration Date: 09/30/2020

Check One: <input type="checkbox"/> Sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> C-Corp <input type="checkbox"/> S-Corp <input type="checkbox"/> LLC <input type="checkbox"/> Independent contractor <input type="checkbox"/> Eligible self-employed individual <input checked="" type="checkbox"/> 501(c)(3) nonprofit <input type="checkbox"/> 501(c)(19) veterans organization <input type="checkbox"/> Tribal business (sec. 31(b)(2)(C) of Small Business Act) <input type="checkbox"/> Other		DBA or Tradename if Applicable			
Business Legal Name					
ROSS VALLEY CHARTER SCHOOL					
Business Address		Business TIN (EIN, SSN)	Business Phone		
25 DEER PARK LANE		471755679	Redacted		
FAIRFAX, CALIFORNIA 94930		Primary Contact	Email Address		
		Conn Hickey	conn.hickey@rossvalleycharter.org		
Average Monthly Payroll:	\$116,994.00	x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request:	\$270,653.00	Number of Employees:	24
Purpose of the loan (select more than one):					
<input checked="" type="checkbox"/> Payroll <input checked="" type="checkbox"/> Lease / Mortgage Interest <input checked="" type="checkbox"/> Utilities <input type="checkbox"/> Other (explain): _____					

Applicant Ownership

List all owners of 20% or more of the equity of the Applicant. Attach a separate sheet if necessary.

Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address
Luke Duchene	School Director,		Redacted	102 MARINDA DRIVE, FAIRFAX, CA HE IS A SIGNATORY ON THE FAIRFAX, CALIFORNIA 94930

If questions (1) or (2) below are answered "Yes," the loan will not be approved.

Question	Yes	No
1. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted in the last 7 years and caused a loss to the government?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Is the Applicant or any owner of the Applicant an owner of any other business, or have common management with, any other business? If yes, list all such businesses and describe the relationship on a separate sheet identified as addendum A.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Has the Applicant received an SBA Economic Injury Disaster Loan between January 31, 2020 and April 3, 2020? If yes, provide details on a separate sheet identified as addendum B.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If questions (5) or (6) are answered "Yes," the loan will not be approved.

Question	Yes	No
5. Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, or on probation or parole? Initial here to confirm your response to question 5 → <u>LD</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Within the last 5 years, for any felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)? Initial here to confirm your response to question 6 → <u>LD</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Is the United States the principal place of residence for all employees of the Applicant included in the Applicant's payroll calculation above?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Is the Applicant a franchise that is listed in the SBA's Franchise Directory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Ross Valley Charter Appendices and
Supporting Documents



**Paycheck Protection Program
Borrower Application Form**

By Signing Below, You Make the Following Representations, Authorizations, and Certifications

CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).
- The Applicant (1) is an independent contractor, eligible self-employed individual, or sole proprietor or (2) employs no more than the greater of 500 or employees or, if applicable, the size standard in number of employees established by the SBA in 13 C.F.R. 121.201 for the Applicant's industry.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All SBA loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rule.
- To the extent feasible, I will purchase only American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.
- Any loan received by the Applicant under Section 7(b)(2) of the Small Business Act between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses loans under the Paycheck Protection Program Rule.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

CERTIFICATIONS

The authorized representative of the Applicant must certify in good faith to all of the below by **initialing** next to each one:

LD

The Applicant was in operation on February 15, 2020 and had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC.

LD

Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.

LD

The funds will be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments, as specified under the Paycheck Protection Program Rule; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.

LD

The Applicant will provide to the Lender documentation verifying the number of full-time equivalent employees on the Applicant's payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight-week period following this loan.

LD

I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities, and not more than 25% of the forgiven amount may be for non-payroll costs.

LD

During the period beginning on February 15, 2020 and ending on December 31, 2020, the Applicant has not and will not receive another loan under the Paycheck Protection Program.

LD

I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.

LD

I acknowledge that the lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.

Luke Duchene

Signature of Authorized Representative of Applicant

05-08-2020

Date

Luke Duchene

Print Name

School Director, President

Title

Ross Valley Charter Appendices and
Supporting Documents



**Paycheck Protection Program
Borrower Application Form**

Purpose of this form:

This form is to be completed by the authorized representative of the Applicant and *submitted to your SBA Participating Lender*. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect that determination.

Instructions for completing this form:

With respect to “purpose of the loan,” payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage, including insurance premiums, and retirement; payment of state and local taxes assessed on compensation of employees; and for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation.

For purposes of calculating “Average Monthly Payroll,” most Applicants will use the average monthly payroll for 2019, excluding costs over \$100,000 on an annualized basis for each employee. For seasonal businesses, the Applicant may elect to instead use average monthly payroll for the time period between February 15, 2019 and June 30, 2019, excluding costs over \$100,000 on an annualized basis for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over \$100,000 on an annualized basis for each employee.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020, less the amount of any “advance” under an EIDL COVID-19 loan, to Loan Request as indicated on the form.

All parties listed below are considered owners of the Applicant as defined in 13 CFR § 120.10, as well as “principals”:

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to : Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416., and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503.

Privacy Act (5 U.S.C. 552a) – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person’s integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act (the Act).

Disclosure of Information – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain “routine uses” of information protected by that Act. One such routine use is the disclosure of information maintained in SBA’s system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies’ function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Act using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) foreclose on collateral or take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial

Ross Valley Charter Appendices and
Supporting Documents



**Paycheck Protection Program
Borrower Application Form**

institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Freedom of Information Act (5 U.S.C. 552) – Subject to certain exceptions, SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined, forced to cease operations, or prevented from starting operations. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

Equal Credit Opportunity Act (15 U.S.C. 1691) – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549; (2 CFR Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.



**Paycheck Protection Program
Borrower Application Form**

Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address

EXHIBIT “M”

Monday, August 3, 2020 at 13:39:38 Pacific Daylight Time

Subject: RE: PRA for PPP loan
Date: Tuesday, June 16, 2020 at 3:17:41 PM Pacific Daylight Time
From: conn.hickey@rossvalleycharter.org
To: Robin Goldman
CC: 'Luke Duchene', 'Sharon Sagar'
Attachments: image001.jpg

Robin

There was no such email. I already sent you all the emails from Westamerica Bank regarding the PPP loan. He signed the document in the May 8th email to him and there was no follow-up email confirming receipt.

Thank you.

Conn Hickey
Business Official
Ross Valley Charter School

From: Robin Goldman <robin@robingoldman.com>
Sent: Tuesday, June 16, 2020 8:10 AM
To: conn.hickey@rossvalleycharter.org
Cc: 'Luke Duchene' <luke.duchene@rossvalleycharter.org>; 'Sharon Sagar' <sharon.sagar@rossvalleycharter.org>; Edward Yates <eyates@marinlandlaw.com>
Subject: Re: PRA for PPP loan

Hi Conn,

Not sure if you saw this since I sent it on Sunday. Please send me this missing document.

Thank you,
Robin

From: Robin Goldman <robin@robingoldman.com>
Date: Sunday, June 14, 2020 at 1:14 PM
To: Conn Rvc <conn.hickey@rossvalleycharter.org>
Cc: 'Luke Duchene' <luke.duchene@rossvalleycharter.org>, 'Sharon Sagar' <sharon.sagar@rossvalleycharter.org>, Edward Yates <eyates@marinlandlaw.com>
Subject: Re: PRA for PPP loan

Thank you Conn. Can I please have a copy of the Westamerica email confirming receipt of Luke's May 8th Loan application that is missing from the second PRA response?

Thanks,
Robin

From: Conn Rvc <conn.hickey@rossvalleycharter.org>
Date: Friday, June 12, 2020 at 2:12 PM

To: Robin Goldman <robin@robingoldman.com>
Cc: 'Luke Duchene' <luke.duchene@rossvalleycharter.org>, 'Sharon Sagar' <sharon.sagar@rossvalleycharter.org>
Subject: RE: PRA for PPP loan

Here you are.

Conn Hickey
Business Official
Ross Valley Charter School

From: Robin Goldman <robin@robingoldman.com>
Sent: Friday, June 12, 2020 12:25 PM
To: conn.hickey@rossvalleycharter.org
Cc: 'Luke Duchene' <luke.duchene@rossvalleycharter.org>; 'Sharon Sagar' <sharon.sagar@rossvalleycharter.org>
Subject: Re: PRA for PPP loan

Thank you.

From: Conn Rvc <conn.hickey@rossvalleycharter.org>
Date: Friday, June 12, 2020 at 12:20 PM
To: Robin Goldman <robin@robingoldman.com>
Cc: 'Luke Duchene' <luke.duchene@rossvalleycharter.org>, 'Sharon Sagar' <sharon.sagar@rossvalleycharter.org>
Subject: RE: PRA for PPP loan

I will ask.

Conn Hickey
Business Official
Ross Valley Charter School

From: Robin Goldman <robin@robingoldman.com>
Sent: Friday, June 12, 2020 11:56 AM
To: conn.hickey@rossvalleycharter.org; Edward Yates <eyates@marinlandlaw.com>
Cc: 'Luke Duchene' <luke.duchene@rossvalleycharter.org>; 'Sharon Sagar' <sharon.sagar@rossvalleycharter.org>
Subject: Re: PRA for PPP loan

Hi Conn,

I am adding my attorney back in. Please include him in your responses.

You were able to get documentation of the May application per your initial PRA response. Please send me the same documentation for the April application. If you didn't download a copy of the April application, you should be able to get a copy from Westamerica bank.

Thank you,

Robin

From: Conn Rvc <conn.hickey@rossvalleycharter.org>
Date: Friday, June 12, 2020 at 10:13 AM
To: Robin Goldman <robin@robingoldman.com>
Cc: 'Luke Duchene' <luke.duchene@rossvalleycharter.org>, 'Sharon Sagar' <sharon.sagar@rossvalleycharter.org>
Subject: RE: PRA for PPP loan

Robin

Please see attached response to your May 18 request. This is the only record we have of the application as it was submitted through an on-line portal at the bank which did not provide the option of creating a record when completed.

Thank you

Conn Hickey
Business Official
Ross Valley Charter School

From: Robin Goldman <robin@robingoldman.com>
Sent: Friday, June 12, 2020 8:14 AM
To: conn.hickey@rossvalleycharter.org
Cc: Luke Duchene <luke.duchene@rossvalleycharter.org>; Sharon Sagar <sharon.sagar@rossvalleycharter.org>
Subject: Re: PRA for PPP loan

Thanks Conn,

Per my PRA requesting all related documents, you appear to have omitted the April Loan application that was referred to in the April 9th Westamerica correspondence subject line: "Paycheck Protection Program - Application Received"

Can you please send that one to me?

Thanks!
Robin

From: Conn Rvc <conn.hickey@rossvalleycharter.org>
Date: Thursday, June 11, 2020 at 8:47 PM
To: Robin Goldman <robin@robingoldman.com>
Cc: Luke Duchene <luke.duchene@rossvalleycharter.org>, Sharon Sagar <sharon.sagar@rossvalleycharter.org>
Subject: FW: PRA for PPP loan

Robin

Attached are the records we have that are responsive to your attached PRA.

Thank you.

Conn Hickey
Business Official
Ross Valley Charter School

From: Robin Goldman <robin@robingoldman.com>
Sent: Friday, May 29, 2020 9:41 AM
To: conn.hickey@rossvalleycharter.org
Cc: Luke Duchene <luke.duchene@rossvalleycharter.org>; Sharon Sagar <sharon.sagar@rossvalleycharter.org>
Subject: Re: PRA for PPP loan

Hi Conn,

Thank you for this response. Please see another PRA for the PPP loan and all associated records.

Thanks,
Robin

From: Conn Rvc <conn.hickey@rossvalleycharter.org>
Date: Friday, May 29, 2020 at 12:43 AM
To: Robin Goldman <robin@robingoldman.com>
Cc: Luke Duchene <luke.duchene@rossvalleycharter.org>, Sharon Sagar <sharon.sagar@rossvalleycharter.org>
Subject: FW: PRA for PPP loan

Here is the only record we have of a loan application for the for Payroll Protection Plan.


Conn Hickey
Business Official
Ross Valley Charter School

From: Robin Goldman <robin@robingoldman.com>
Sent: Monday, May 18, 2020 9:32 AM
To: Conn Rvc <conn.hickey@rossvalleycharter.org>; Sharon Sagar <sharon.sagar@rossvalleycharter.org>; Luke Duchene <luke.duchene@rossvalleycharter.org>
Subject: PRA for PPP loan

Conn, Sharon and Luke,

Please see attached PRA for the loan application for all the PPP loans you applied for, including the one you received.

Robin

 Virus-free. www.avg.com



August 31, 2020

VIA EMAIL

Ross Valley Elementary School Superintendent
Ross Valley School Board and incoming Board Members
110 Shaw Drive
San Anselmo, CA 94960

Dear Superintendent Trahan, Ross Valley School District Board, and Incoming Board members:

Ross Valley Charter School (RVC) serves a local student body that is 20% English Learners and 28% students eligible for Free and Reduced Price Lunch. Its test scores demonstrate that it is providing a high quality education to all its students.

Now that it has its own campus, RVC hopes that it and RVSD might get beyond the bad feelings of RVC's beginnings at White Hill and hopefully work together for the benefit of our entire community.

We were disheartened to read that the District is considering adopting a complaint regarding Ross Valley Charter School's application for a Small Business Administration (SBA) Paycheck Protection Program (PPP) loan. Thousands of non-profit organizations throughout the country, including many charter schools such as RVC, applied for and received PPP loans. Staff at our oversight agency and MCOE expressed no concerns when briefed on our application for the PPP, given the profound economic uncertainty in California education funding. RVC's application process and acceptance of the loan were legal, legitimate, and fiscally responsible.

The complaint you are considering contains a great amount of misinformation, and much of it seems to be based on documents that RVC provided to Robin Goldman responding to two of her many dozens of Public Records Act Requests. RVC did not receive any requests for clarifying information from you or your attorney, which might have saved the District thousands of dollars in legal expenses. Instead you have seemed to rely solely on information and analysis provided by Robin Goldman who has been trying to discredit RVC for years and appears now to be working with the District to manufacture another community conflict.

The proposed complaint makes false claims about people associated with RVC and is being considered by the Board to justify its denial of the RVC charter renewal petition, which was submitted to the District on August 10th. If the board adopts this complaint, RVC will have 30 days to respond, which we will do with a more detailed rebuttal of the scores of falsehoods in the 10-page complaint letter.

For now, in the hope that you will exercise your discretion and not approve the complaint, we will present the facts that rebut the complaint's four central claims, mostly using evidence provided by the complaint's own Exhibits. That this can be done in a thousand words underscores the weakness of the complaint.

The complaint alleged the following four main claims:

- 1) The April 7 RVC PPP loan application to Westamerica was done without authorization from the Board and without any consideration of economic uncertainty.
- 2) Once Westamerica and the SBA approved the application and provided the loan agreements to RVC on May 8, loan docs were executed by the School Director without authorization of the RVC board.
- 3) The application was altered by someone because the original application made by the Business Official differed in a few aspects from the final application signed by the School Director and so some fraudulent intent was involved in this change.
- 4) When the board authorized the loan on May 14, providing the required statements with documentary evidence supporting the statement of economic uncertainty and other required elements, these statements contained false information meant to defraud the federal government.

Claim One – Authorization to Apply

A Special Meeting was held by the RVC board on April 2, two weeks after the COVID shut down, to review with the board the dramatic change in finances that were going to result from the unfolding economic collapse. The minutes of the April 2nd RVC special board meeting, in complaint Exhibit A, clearly indicate that there was a long discussion of the economic uncertainty caused by COVID that created the need for a PPP loan. The minutes also include a discussion of the loan and its attributes (see pp 17-18). What the minutes (a brief summary of the meeting) may not clearly show for those not in attendance is that the board very much wanted to apply for the PPP loan at Westamerica, was worried it might not be able to get the loan before the money ran out (which it in fact did), and wanted its Business Official to focus on submitting the application. But since a loan application does not in any way commit the corporation to accept the loan, no formal board action was required or taken at that meeting.

Claim Two -- Authorization to Execute the Loan

Two weeks prior to the loan documents being executed on May 8, the minutes of the RVC Regular Board Meeting of April 23rd in complaint Exhibit H on page 65 include the following:

“Authorization of the Board Chair or School Director to execute a Small Business Administration Payroll Protection Loan Agreement with Westamerica Bank for up to

\$290,000, as soon as available, was duly moved, seconded and approved by roll call vote, 5-0-1."

Many pages in the complaint are based on asserting that the approval of this motion never happened. But repeating over and over again that the board didn't do what the record clearly shows it did, does not make it true.

Claim Three – Changes in the loan application

The online application in Exhibit B states that RVC Business Official, Mr. Hickey, was the primary contact and authorized to apply for the loan, but that the Principal for the loan would be the School Director. Consequently, when the bank sent the loan docs for signing, it wanted the Principal to make the economic uncertainty and other attestations for the official record, not the primary contact, so it provided the School Director the amended application to sign. In addition, the address discrepancy mentioned in the complaint was clearly explained in the application.

The complaint claim that Mr. Hickey accepted the loan is clearly incorrect. In the email exchange in Complaint Exhibit G page 55, Mr. Hickey was not accepting the loan but rather agreeing to the reduction in loan amount offered from \$295K to \$270K, after consulting with the School Director and School Board Chair. He was not accepting the loan.

Claim Four – Accuracy of May 14th Board Resolution Documenting Economic Uncertainty

The complaint includes the following sentence:

Given the timeline of events outlined above, the Board did not [in its April 23rd board meeting] undertake any assessment of a COVID-19 related economic need for a PPP loan before or at the time the loan application was submitted as was required by the SBA PPP FAQ #31.

This sentence is a great example of the false nature of the information in the complaint. FAQ #31 was [issued by the U.S. Treasury Department](#) on April 23rd, the same day as the board meeting, two weeks after RVC's application had been submitted. And it was not made applicable to small businesses until FAQ#37 was issued on April 28, five days after the RVC board meeting. So, contrary to the misleading paragraph above, the board was in no way required to comply with FAQ 31 and 37 either for the April 9th application or for the April 23rd board meeting. Since every FAQ# has the issue date clearly noted with the FAQ, so the public can know when it went into effect, it is hard to conclude that the misinformation in the paragraph above was unintentional.

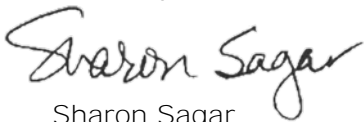
In its May 14 resolution, in complaint Exhibit K, the RVC Board did comply with requirements FAQ 31 and 37 in five pages of great detail (pp 83-88). The primary need for the loan was the likelihood that the state would provide its cash payments from one to five months late. The State budget that was adopted in June, within the eight-week RVC PPP period starting May 8, delayed the June payment of \$153,434 to RVC to July. RVC receives these payments a month late so no State Aid was received in July, causing the RVC cash balance on its balance sheet to fall to \$211,847 on July 31. Without the \$270,536 loan received on May 8, RVC would not have been able to make its July 31 payroll.

In addition, the state budget that was passed within the eight week RVC PPP loan window is going to defer \$550,000 of RVC state aid between February and June of 2021. School Districts have ready access to low interest, short term cash funding loans from the County Treasury that charter schools don't have. In the last month, a state agency began working to create cash funding loans for charter schools at an interest rate of 10%. Districts will pay 1 or 2% for loans to provide the needed cash for the months February to November 2021. During the last recession in 2008-2012, charter schools paid 20% for loans to fund the late state payments of up to 5 months. The MCOE business office, along with other county education business offices in the Bay Area, supported charter schools applying for these PPP loans for this exact reason.

The SBA regulations were amended on May 13th with FAQ #46, the day before the May 14 board meeting. These new regulations state that any borrower who received less than \$2 million in loans will be provided a "safe harbor" and will be "deemed to have made the required certification concerning the necessity of the loan request in good faith." This regulatory change removed the legal jeopardy in not adequately documenting such necessity and completely undermines all the references throughout the complaint about violating federal law. Although this eliminates legal jeopardy, RVC fully complied with FAQ#31 on May 14 in laying out its evaluation of economic uncertainty.

We hope that the board will take these facts into consideration and decline to adopt this complaint which is substantially based on falsehoods. We are happy to answer any questions you may have to clarify this information, and as stated, will provide a more detailed formal rebuttal within 30 days should you adopt this complaint.

Sincerely,



Sharon Sagar
Ross Valley Charter
Board Chair

cc: Mary Jane Burke
California Department of Education
State Board of Education

From: **Robert Henry** <rhenryedlaw@gmail.com>
Date: Tue, Sep 1, 2020 at 10:36 AM
Subject: Fwd: Charter School Issue
To: <sharon.sagar@rossvalleycharter.org>, <mtrahan@rossvalleyschools.org>
Cc: Sue Ann Evans <sevans@dwkesq.com>, <sbe@cde.ca.gov>, Mary Jane Burke
<mjburke@marinschools.org>, Terena Mares <tmares@marinschools.org>, Michael Fine
<mfine@fcmat.org>, <jcias@cde.ca.gov>, <sfarland@cde.ca.gov>

Dear Parties:

I am an attorney licensed to practice law in California and I represent the Marin County Office of Education with respect to the matters noted below.

By email dated August 28, 2020 the Ross Valley School District (District) requested MCOE to conduct a "review and/or audit the expenditures and internal controls" of the Ross Valley Charter School (RVCS). The request was based on allegations set forth in a 10 page letter and 91 pages of attached exhibits. Due to an error in the email address the email was not received by the COE until August 31, at approximately 11:21 AM.

After reviewing the allegations and a four page response from the RVCS, the Marin COE has elected to refer the District's allegations and RVCS's response to the Fiscal Crisis Management Assistance Team (FCMAT) for an initial review and determination as to whether the Marin COE should invoke its authority under any or all of the following Education Code sections: 1240(a), 1241.5(c), 47604.3 and 47604.4.

Following the initial review and recommendation by FCMAT the Marin COE will then determine whether to invoke one or more of the code sections noted above.

To assist FCMAT in its initial review and determination the District and RVCS may submit any further information and arguments to my attention at:

rhenryedlaw@gmail.com

Due to the nature of the allegations the Marin COE considers "time to be of the essence" with respect to this matter. Accordingly, please submit by electronic communication any further information or arguments no later than 5 PM on Friday, September 4, 2020.

Robert (Bob) Henry



110 Shaw Drive, San Anselmo, CA 94960 | Phone: 415.454.2162 | Fax: 415.454.6840 | www.rossvalleyschools.org

Superintendent: Marci Trahan | Board of Trustees: Annelise Bauer • Anne Capron • Ryan O'Neil • Wesley Pratt • Mark Reagan

September 3, 2020

Via Email and Overnight Delivery

Ross Valley Charter School Board of Directors
Sharon Sagar, Board Chair
Luke Duchene, School Director
Ross Valley Charter School
102 Marinda Dr.
Fairfax, CA 94930-1105
Email: sharon.sagar@rossvalleycharter.org
Email: luke.duchene@rossvalleycharter.org

Re: Notice of Alleged Violations and Reasonable Opportunity to Cure

Dear Ms. Sagar and Mr. Duchene:

This letter shall serve as the Ross Valley School District's ("District") Notice of Violation issued to the Ross Valley Charter School ("RVC" or "Charter School"), pursuant to Education Code section 47607.

BACKGROUND AND LEGAL BASIS FOR NOTICE

RVC was authorized by the State Board of Education ("SBE") in 2016 and is currently operating under the authorization of the SBE. Pursuant to Education Code section 47605.9, subdivision (b):

A charter school operating under a charter approved by the state board pursuant to Section 47605, as that section read on January 1, 2019, may continue to operate under the authority of that chartering authority only until the date on which the charter is up for renewal, at which point the charter school shall submit a petition for renewal to the governing board of the school district within the boundaries of which the charter school is located.

Since RVC's current term expires June 30, 2021, the Charter School submitted its petition for renewal to the District on August 10, 2020. Pursuant to Education Code section 47607, subdivision (e):

Notwithstanding subdivision (c) and subdivisions (a) and (b) of Section 47607.2, 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, as documented pursuant to subdivision (d). The chartering authority may deny renewal of a charter school under this subdivision only after it has provided at least 30 days' notice to the charter school of the alleged violation and provided the charter school with a reasonable opportunity to cure the violation, including a corrective action plan proposed by the charter school.

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Although the District does not believe it is required to issue a notice of violation and provide RVC with a reasonable opportunity to cure the violations pursuant to Section 47607 before **it may take action to deny RVC's renewal petition** since it is not the chartering authority, the District is nevertheless **issuing this Notice of Violation and hereby affording RVC 30 days'** notice and opportunity to correct the alleged violations before any action is taken on the renewal petition.

VIOLATIONS UPON WHICH THIS NOTICE IS BASED

A. Fiscal Mismanagement

The following, but not limited to, facts demonstrate substantial fiscal mismanagement concerns regarding the operation of RVC:

1. Timeline of Paycheck Protection Program Loan Process

On April 2, 2020, during a special meeting of the RVC Board, the Board appointed Conn Hickey to serve as RVC's Business Official on a "volunteer" basis. The April 2nd agenda included the express limitation that, "[a]ll external checks will continue to require two signatures and *this position will not include check signing authority or authority to sign contracts and other agreements committing the school. This will be a volunteer position.*" (Emphasis added.) This is not a position authorized by the RVC charter.

According to its charter and consistent with law, the Board itself is solely responsible to "[a]ct as a fiscal agent. This includes the receipt of funds for the operation of RVCS in accordance with RVCS laws and the receipt of grants and donations consistent with the Mission of RVCS." (Charter, p. 140.) While the April 2nd meeting minutes reflect that the Board ultimately approved Mr. Hickey's authority to sign checks, the Board did not approve authority to enter into contracts and agreements, nor do the minutes include any discussion or notes related to this issue. Notably, the April 2nd agenda did not identify any item related to the PPP, though the Board discussed COVID-19 related financial impacts during the meeting. (Attached hereto as Exhibit A are true and correct copies of the RVC Board Meeting Agenda and Minutes, dated April 2, 2020.) The April 2 minutes were approved and posted on May 7, 2020.

Nonetheless, without Board authorization or any other authority to submit an application for federal PPP funding, or to enter into agreements to bind RVC, on April 9, 2020, Mr. Hickey applied online to Westamerica Bank for a \$292,485 PPP loan as RVC's "Authorized Representative or Applicant." Mr. Hickey is expressly *not* RVC's authorized representative or applicant. On April 9, 2020, in applying for the loan, Mr. Hickey also misrepresented that Board analysis of the requirements to obtain the loan were met – this was untrue as there was no RVC Board discussion or authorization of a PPP loan. Later that same day, at or about 4:24 p.m., Westamerica confirmed receipt of the loan application (Reference #12494090). (Attached hereto as Exhibit B is a true and correct copy of PPP Application, Reference #12494090, dated April 9, 2020; Exhibit C is an email from Westamerica to Mr. Hickey re: "Paycheck Protection Program – Application Received," dated April 9, 2020.) Notably, Westamerica Bank is Mr. Hickey's former employer.

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On April 16, 2020, Westamerica notified Mr. Hickey that Small Business Administration ("**SBA**") **funding limits were reached but that it would continue to process applications** should additional funds become available. (Attached hereto as Exhibit D is a true and correct copy of an email from Westamerica to Mr. Hickey re: "**Paycheck Protection Program,**" dated April 16, 2020.)

Three (3) days later, on April 19, 2020, Westamerica informed Mr. Hickey that RVC was eligible for less than the \$292,485 requested – specifically, RVC was eligible for \$270,653. Westamerica asked if the lower amount was acceptable. (Attached hereto as Exhibit E is a **true and correct copy of an email from Westamerica to Mr. Hickey re: "Paycheck Protection Program Loan Application – Information Request #12494090," dated April 19, 2020.**)

The following day, on April 20, 2020, RVC uploaded the Board agenda for its upcoming April 23rd meeting. Even though Mr. Hickey had submitted the loan application and received confirmation from Westamerica that RVC was eligible for \$270,000 in PPP funding, the April 23rd agenda did not identify any item for discussion or action regarding the PPP loan. Furthermore, while budget documents submitted for the April 23rd meeting reflected assumptions for the receipt of a \$300,000 facility loan and other smaller CARES Act funding, they do not show PPP loan assumptions or impacts on revenue. (Attached hereto as Exhibit **F is a true and correct copy of RVC's 6-Year Budget Draft and April 20, 2020 Budget Draft Key Assumptions.**) The April 23 minutes were approved and posted on March 14, 2020.

On April 23, 2020, at 10:27 a.m., Mr. Hickey responded to Westamerica to "accept your counter offer" of \$270,000 in PPP funding. This again occurred without Board approval and well before the Board's meeting later that evening at 7:00 p.m.; though again, this item was not agendized for the April 23 meeting. (Attached hereto as Exhibit G is a true and correct copy of an email from Mr. Hickey to Westamerica re: Paycheck Protection Program Loan Application – Information Request **#12494090," dated April 23, 2020; see also, Exhibit H,** true and correct copies of the RVC Board Meeting Agenda and Minutes, dated April 23, 2020.)

During the April 23rd Board meeting at 7:00 p.m., minutes reflect that the Board discussed and/or took action on the PPP loan, which was not noticed in the April 23rd meeting agenda as required by the Brown Act.¹ (Gov. Code, §§ 54950 et seq.) Specifically, the April 23rd meeting minutes² indicate that: "**\$270 PPP loan/grant with reserve helps balance for three years" and "Board Chair or School Director to execute a Small Business Administration Payroll Protection Loan Agreement with Westamerica Bank for up to \$290,000."** This direction did not authorize Mr. Hickey as RVC's Business Official to participate in any loan process and, importantly, was made *after* Mr. Hickey already applied for and accepted Westamerica's PPP loan of \$270,000. (Exhibit H, RVC Board Meeting Agenda and Minutes,

¹ The fact that no discussion or action regarding the PPP loan is noticed on the April 23rd agenda is also a violation of the Brown Act. (Gov. Code, §§ 54954.2, 54954.3(a) ["no action shall be taken on any item not appearing on the agenda"].)

² The April 23rd meeting minutes were not publicly posted until nearly a month later on May 14, 2020, just hours before the May 14th Board meeting and the April 23 minutes were not approved June 12, 2020.

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dated April 23, 2020.) The minutes reflect RVC Board action "5-0-1" though no action was agendized, let alone action on a PPP loan. (*Ibid.*)

Mr. Hickey applied for the PPP loan as RVC's "Authorized Representative or Applicant" on April 9th, *without* authorization to engage, apply for, or obtain a PPP loan on RVC's behalf. Not only is the conduct without authorization, it is contrary to the charter and state and federal law governing transparency. Additionally, the misrepresentations to obtain the loan violate the duty to be honest in seeking state or federal loans and therefore constitute fraud.³

Four (4) days after the April 23rd meeting, on April 27, 2020, RVC's PPP loan was awarded.⁴ On April 29, 2020, Westamerica informed Mr. Hickey that the bank's processing of the loan was complete and would be submitted to the SBA for the loan documents.

On May 8, 2020, at 8:46 a.m., Westamerica emailed the loan documents to Luke Duchene, Director, which must be signed by "principals within the company." At 8:49 a.m., Mr. Duchene forwarded the email to Sharon Sagar, Board Chair, and Mr. Hickey. Then, at 10:45 a.m., Mr. Duchene electronically signed the loan agreement. (Attached hereto as Exhibit I is a true and correct copy of an email from Mr. Duchene to Ms. Sagar and Mr. Hickey, re: "Fwd: Westamerica Bank has sent you the document "12494090" to sign," dated May 8, 2020, including attachments.) This action made RVC and Mr. Duchene complicit in the misrepresentations made to obtain the loan.

On May 13, 2020, Westamerica emailed Mr. Hickey confirming that the bank was "[p]leased to have funded an SBA loan for your business" and outlined loan forgiveness requirements. Still, by this point, the RVC Board had not documented any action related to this loan. Furthermore, the Board had taken no action to even evaluate the need for the loan or make any public representation in seeking the loan. (Attached hereto as Exhibit J is a true and correct copy of an email from Westamerica to Mr. Hickey re: "Paycheck Protection Program Loan Forgiveness Information," dated May 13, 2020.)

The following day, on May 14, 2020, the Board approved Resolution No. 2020-5-14, *after* the loan was actually funded. Again, the May 14th Board meeting agenda does not mention the PPP loan or the Resolution – another violation of the Brown Act.⁵ Nowhere in the Resolution does the Board even acknowledge Mr. Hickey's April 9th loan application or his unauthorized acceptance of the Westamerica loan. In fact, the Resolution falsely states that the loan was received on May 8th and that Mr. Duchene "was authorized at the April 23, 2020 board meeting to enter into the [PPP] Agreement." As evidenced above, the loan had already been applied for and accepted by Mr. Hickey. (Attached hereto as Exhibit K is a true and correct copy of Resolution No. 2020-5-14, "Acceptance of Paycheck Protection

³ It is a violation of federal law to knowingly present a false or fraudulent claim for payment to the United States government.

⁴ <https://projects.propublica.org/coronavirus/bailouts/search?q=Ross+Valley+Charter>

⁵ Both the Resolution and the April 23rd meeting minutes were uploaded to Board Docs at 12:30 p.m. on May 14th, the day of the meeting. The May 14th meeting minutes, which document the Board's approval of the Resolution, were not approved until the Board's June 11, 2020 meeting.

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Program Loan.”) Any purported action to authorize Mr. Duchene was invalid for failure to agendize and give the public notice of any action related to the PPP loan.

The May 14th Resolution falsely claims that, on April 23, 2020, the Board authorized Mr. Duchene to:

Borrow Money. To borrow, from Westamerica Bank (Lender) on such terms of the Paycheck Protection Program Note between the Corporation and Lender, such sum of money borrowed; not to exceed the amount of two hundred seventy thousand six hundred fifty-three 00/100 dollars (\$270,653.00).
Execute Note. To execute and deliver to Lender the Paycheck Protection Program note.

Any discussion of the loan, its terms nor any indication that the Board was informed of Mr. Hickey’s application or subsequent emails with Westamerica were agendized or reflected in the approved minutes. (Ex. H.) The only notation regarding this issue is the inclusion of a single sentence authorization for the “Chair or School Director to execute a PPP loan up to \$290,000 as soon as available.” This is not the authorization that was stated in the May 7th loan authorization document or the Resolution. And again, it was invalid as it was not an agendized action item. (Ex. H.)

Contrary to the various statements in the Resolution, the facts show the Resolution was approved by the Board after the loan was already applied for by Mr. Hickey on April 9; accepted by Mr. Hickey on April 23rd prior to the April 23rd Board meeting; was awarded by the SBA on April 27; was signed by Mr. Duchene on May 8th; and was funded on May 13th (“Westamerica is pleased to have funded an SBA Paycheck Protection Program Loan for your business.”). Yet none of these facts are included in the Resolution.

2. Approval of Resolution Misrepresenting Facts Related to the Paycheck Protection Program Loan Process

On May 14, 2020, the RVC Board approved Resolution No. 2020-5-14, “Acceptance of Paycheck Protection Program Loan” (“Resolution”). The Resolution adopted by the RVC Board was RVC’s *post hoc* effort to document purported compliance with the Paycheck Protection Program (“PPP”) loan requirements. As the Resolution states, RVC must certify that “[c]urrent economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.”

On or about May 19, 2020, Sharon Sagar, RVC Board President, said RVC “needs the money for operations in case state cash payments to schools are deferred as predicted.”⁶ In an email from Mr. Duchene to RVC families, Mr. Duchene also stated, “[t]hree weeks ago, our state financial regulator directed all public schools to create additional, emergency cash reserves, to protect against state deferrals of our revenue, which the Governor just announced will start next month, and which in the last recession grew in length to 5 full months of deferrals.” (Attached hereto as Exhibit L is a true and correct copy of an email

⁶ *Ross Valley Charter Gets \$270K Small Business Relief Loan*, Marin Independent Journal, published May 19, 2020, available at <https://www.marinij.com/2020/05/19/ross-valley-charter-gets-270k-small-business-relief-loan/>.

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from Mr. Duchene to RVC families, re: Further Explanation of **RVC's Acceptance of the PPP Loan**, dated May 20, 2020.)

However, the Resolution makes repeated references to unsubstantiated future and possible financial issues (e.g., potential cash deferrals, possible multi-year recession and difficulty in obtaining bank loans), not current problems as required for the loan. It is clear that RVC acquired the PPP loan to increase its reserves in anticipation of future need, not to mitigate past or current economic hardship – **the "current" nature of the "economic need" to which applicants must attest is for short-term cash-flow hardships created by current, and not future anticipated, COVID-19 related impacts.**

In seeking the loan, RVC also failed to acknowledge the fact that state education funding was not impacted by COVID-19 expressly to ensure funding to pay teachers and staff in the **2019-20 school year (during the term of the loan). Governor Newsom's March 13, 2020 Executive Order N26-20 expressly states that county offices of education, school districts and charter schools will continue to receive state funding in order to, among other things, "[c]ontinue to pay its employees." (See, Governor Newsom's March 13, 2020 Executive Order N26-20.⁷)**

RVC was also assured of its ongoing Average Daily Attendance revenue during the timeframe of the loan. (California State Budget 2020-21 Summary, p. 36 ["the Budget includes: A hold-harmless for the purpose of calculating apportionment in the 2020-21 fiscal year; average daily attendance shall be based on the 2019-20 year, except for new charter schools commencing instruction in 2020-21."].)

RVC's claims of current need for funding for the intended purposes of the PPP loan are false. Nor was *any* need or basis for the loan discussed or referenced at any time prior to applying for and obtaining the PPP loan. As reflected in the calculations for a PPP loan, it is based upon 2.5 times the average monthly *payroll*. The PPP loan is a short term payroll loan, not a loan for speculative future need. From inception, the PPP loan program was primarily for payroll with the following requirement in place at the time RVC applied:

At least 75 percent of the PPP loan proceeds shall be used for payroll costs. For purposes of determining the percentage of use of proceeds for payroll costs (but not for forgiveness purposes), the amount of any refinanced EIDL will be included. The rationale for this 75 percent floor is contained in the First PPP Interim Final Rule.

In addition to payroll, certain rent and utility payments were for over the initial eight-week period following the date of loan disbursement. These are the requirements in place April 2, 2020, at the time of the loan was requested and certified. (See Interim Final Rule.⁸)

Mr. Duchene also stated in an email that RVC had "lost out on about \$30,000 in Family Giving" and justified the loan as having been applied for because of State budget cuts and

⁷ <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.13.20-EO-N-26-20-Schools.pdf>

⁸ <https://www.federalregister.gov/documents/2020/04/20/2020-08257/business-loan-program-temporary-changes-paycheck-protection-program-additional-eligibility-criteria>

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deferrals. (Attached hereto as Exhibit M is a true and correct copy of an email from Mr. Duchene to RVC families, re: Our Finances – Weathering the Storm, dated May 17, 2020.) **However, RVC’s budget documents and Board meeting minutes show that it was given a \$20,000 COVID grant from the Walton Foundation, and that expenses were lower than revenue – which made up for the family giving shortfalls. Furthermore, there is no documented proof that the family giving shortfall was experienced after COVID and not before. The budget did not show a negative fund balance and did not incorporate the PPP loan funds.**

The intent of the CARES Act was to mitigate immediate COVID-19 hardship so that businesses would not have imminent closures. In response to the Marin Independent Journal article relating to RVC’s PPP loan, **Congressman Jared Huffman, on Facebook, expressed, “I never imagined that public charter schools which had experienced no revenue loss would seek - much less receive - this funding.” Again, payroll was expressly covered by the funds provided to charter schools under Governor Newsom’s March 13, 2020 Executive Order N26-20. (See FN7.)**

RVC also claims in the Resolution that it needs the PPP loan because RVC does not have access to revenue sources available to traditional public school districts. Specifically, the **Resolution falsely states that “RVC’s only other option for working capital would be receivables sale (“factoring loans”).” However, RVC fails to acknowledge the unique revenue sources that it does have access to that traditional public districts do not.**

In fact, all non-profit corporations like RVC are, if qualified, eligible to access a line of credit with a bank. While some banks may have limited their lending activity, there are still banks making loans and extending lines of credit. Merely because RVC does not *currently* have a line of credit does not mean it could not acquire one. Nowhere in the Resolution is it reflected that RVC even tried to acquire a line of credit, increase its current credit limit, or renegotiate the terms.

Unlike traditional public school districts, charter schools, such as RVC, have access to many sources of funding and financing available only to charters schools, many of which RVC has availed itself of in the past and is currently in the process of acquiring, including but not limited to the following:

- *Charter only grants:* RVC has received hundreds of thousands of dollars in charter-specific grants and has access to many more. RVC received a \$300,000 grant from the Walton Foundation in or about the 2018-19 school year. In fact, while RVC was applying for PPP funds, RVC received a COVID-19 Walton Foundation grant for \$20,000.
- *Charter-only loans:* RVC received hundreds of thousands of dollars in a charter-only start-up loan from the CDE during its first year of operation. While claiming in its PPP application that it had no other sources of capital, RVC was already in the process of applying for a \$300,000 capital facility improvement loan from Charter Schools Development Corporation (and at least \$50,000 of that loan application has since been approved). There are many charter lending organizations such as the PNC Financial Services Group, Inc., **which represents itself to be “[a] leader in charter school financing,”** and Charter School Capital, among many others.

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- *Private Personal Loans and Donations:* Unlike traditional public schools, nonprofit corporation operated charter schools can directly accept private loans from individuals, as well as any amount of private donations. RVC has many outstanding loans from private individuals associated with the charter school. Additionally, the National Charter School Resource Center provides information on varying types of charter-specific funding resources.

Besides the unique charter-specific funds noted above, RVC, at the time of its PPP loan application, was also anticipating receipt of its State allocation of funds to cover its state entitlement and fund its employees. Yet, RVC represented the need for a PPP loan to fund those same payroll costs - essentially double dipping. The application for and receipt of the PPP loan was improper and fiscal mismanagement.

3. False Statements to the Federal Government in the PPP Loan Process

Mr. Hickey made numerous false statements in connection with his application for and receipt of PPP loan funding. RVC participated and adopted those false statements in accepting the loan that was obtained based on the misrepresentations.

U.S. Small Business Association ("SBA") PPP FAQ #31 states that, before submitting a PPP application, all borrowers should review carefully the required certification that "[c]urrent economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant" and that "all borrowers must assess their economic need for a PPP loan." FAQ #31 was always applicable to small businesses and FAQ #37 served to clarify this point. But notably, RVC appeared to understand this requirement as it was included in the May 14, 2020 Resolution.⁹ In fact, from inception, the PPP loan has required the assessment of economic need. (See, FN 8.) However, RVC represented it had complied when in fact it had not. And, regardless of requirements for forgiveness, this certification is a standing requirement for all PPP applications.

Certifications supporting the PPP loan application should be documented, reviewed and approved by the Board. Such written record should demonstrate that a bona fide, good faith effort was undertaken to support the certifications truthfully. If a defensible written record cannot be produced, then the loan proceeds should be returned, ideally before elapse of the grace period for doing so. This is a matter of public concern properly sunshined for public input and properly discussed and analyzed by the governing board as a matter of fiscal responsibility.

As discussed above, the Board appointed Conn Hickey to serve as RVC's Business Official on a "volunteer" basis. The April 2, 2020, Board meeting agenda included the express limitation that, "[a]ll external checks will continue to require two signatures and *this position will not include check signing authority or authority to sign contracts and other agreements committing the school. This will be a volunteer position.*" (Emphasis added.) This is not a position authorized by the RVC charter. Additionally, the Board itself is solely responsible to "[a]ct as a fiscal agent. This includes the receipt of funds for the operation of RVCS in accordance with RVC Board Bylaws and the receipt of grants and donations

⁹ SBE FAQ #37 was published April 28, 2020, clarifying the application of FAQ #31, before the Resolution was adopted by the RVC Board.

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consistent with the Mission of RVC.” (Charter, p. 142.) At no time did the Board grant Mr. Hickey authority to act as an “authorized representative” to enter into contracts and agreements generally or to pursue a PPP loan. (See Exhibit A, RVC Board Meeting Agenda and Minutes, dated April 2, 2020.)

Nonetheless, Mr. Hickey applied for the loan on April 9 and committed to the loan on April 16, 2020 – all without Board authorization. The Board did not undertake any assessment of a COVID-19 related economic need for a PPP loan before or at the time the loan application was submitted as was required by the SBA PPP FAQ #31 or Interim Final Rule (FN 8). Nor did it do so at any time prior to receipt of the loan despite representations to the contrary – representations made both to the federal government and the public. There was no **assessment related to the PPP loan at the April 23, 2020 meeting despite Mr. Duchene’s** representation to SBE Oversight on June 16, 2020 when RVC first notified its authorizer of more than a quarter million dollar loan. (Attached hereto as Exhibit N is a true and correct copy of an email from Mr. Duchene to SBEOVERIGHT re: Paycheck Protection Program Loans, dated June 16, 2020.) Again, there was no agenda item related to PPP loan on the April 23 board meeting agenda. (See Exhibit H, RVC Board Meeting Agenda and Minutes, dated April 23, 2020.)

Both Mr. Hickey and Mr. Duchene certified by their initials on their respective loan **applications that “knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law.”**¹⁰ Indeed, SBA PPP FAQ #11 warns borrowers that, as the Borrower Application Form indicates, only an authorized representative of the business seeking a loan may sign on behalf of the business.

An individual’s signature as an “Authorized Representative of Applicant” is a representation to the lender and to the U.S. government that the signer is authorized to make the certifications, including with respect to the applicant and each owner of 20% or more of the applicant’s equity, contained in the Borrower Application Form.

In applying for the PPP loan, Mr. Hickey was required to represent in good faith that current economic uncertainty makes the loan request necessary to support the ongoing operations of the Applicant. However, such evaluation never occurred prior to April 9th when Mr. Hickey actually applied for the loan making such representation by his certification on the application.

Mr. Hickey applied for the PPP loan as RVC’s “Authorized Representative or Applicant” on April 9th, though he had no authority either by his position or from the governing board to do so. Mr. Hickey’s only role at RVC was as “volunteer business official” and he was expressly not given the authority to contract or bind RVC. (See Exhibit A, RVC Board Meeting Agenda and Minutes, dated April 2, 2020.) By the express terms of the charter, only the board is authorized to bind the Charter School. (Charter p. 142.) Not only was his conduct without authorization, it is contrary to state and federal law governing

¹⁰ Contrary to representations made, Mr. Duchene did not apply for the loan. The application which was submitted and resulted in the loan was submitted by Conn Hickey. The **application with Mr. Duchene’s certification was not the actual loan application though it was presented to the public as if it were.**

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transparency. Additionally, the misrepresentations made to the federal government to obtain the loan violated the duty to be honest in seeking state or federal loans and therefore constitute fraud. It is a violation of federal law to knowingly present a false or fraudulent claim for payment to the United States government. (31 U.S. Code § 3729.)

RVC's actions including, acceptance of the PPP loan and efforts taken to cover up the improper process that was undertaken to obtain the loan, including adoption of the Resolution rife with false statements, demonstrate that RVC administration and Board were complicit with the deceitful actions of Mr. Hickey in applying for and obtaining the PPP loan.

B. Governance Mismanagement, Violation of Charter, Violation of Law

The above-described facts demonstrating RVC's fiscal mismanagement also demonstrate substantial mismanagement in governance of RVC by its Board and administration. The following, but not limited to, facts further demonstrate RVC's governance mismanagement, violation of the RVC Charter, and violation of law:

1. Board Misrepresentation to the Public regarding Paycheck Protection Program Loan Application and Funding

In RVC Board Resolution No. 2020-5-14, RVC misrepresented to the public the series of events and justifications for its application for and receipt of a PPP loan.

On April 9, 2020, Mr. Hickey submitted the application for the PPP loan to Westamerica, his former employer. On April 16, Mr. Hickey was informed that RVC qualified for a lesser amount of **approximately \$270,000 and Mr. Hickey "accepted" the "counter offer."** (See Exhibit G, email from Mr. Hickey to Westamerica re: Paycheck Protection Program Loan Application – Information Request #12494090," dated April 23, 2020.) On April 29, 2020, Westamerica informed Mr. Hickey that the bank's processing of the loan was complete and would be submitted to the SBA for the loan documents.

On May 8, 2020, at 8:46 a.m., Westamerica emailed the loan documents to RVC Director, Luke Duchene, which was required **to be signed by "principals within the company."** At 8:49 a.m., Mr. Duchene forwarded the email to Sharon Sagar, Board Chair, and Mr. Hickey. Then, at 10:45 a.m., Mr. Duchene electronically signed the loan agreement. (See Exhibit I, email from Mr. Duchene to Ms. Sagar and Mr. Hickey, re: "Fwd: Westamerica Bank has sent you the document "12494090" to sign," dated May 8, 2020, including attachments.) This action demonstrates that RVC and Mr. Duchene were complicit in the misrepresentations made to obtain the loan.

On May 13, 2020, Westamerica **emailed Mr. Hickey confirming that the bank was "[p]leased to have funded an SBA loan for your business" and outlined loan forgiveness requirements.** Still, by this point, the RVC Board had not documented any action related to this loan. Furthermore, the Board had taken no action to even evaluate the need for the loan or make any public representation in seeking the loan. (See Exhibit J, email from Westamerica to Mr. Hickey re: "Paycheck Protection Program Loan Forgiveness Information," dated May 13, 2020.) Nor did it notify its oversight agency of any intention to obtain a nearly \$300,000 federal PPP loan.

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The following day, on May 14, 2020, the RVC Board approved Resolution No. 2020-5-14, after the loan was actually funded. Again, the May 14, 2020, Board meeting agenda does not mention the PPP loan or the Resolution.¹¹ Nowhere in the Resolution does the Board **even acknowledge Mr. Hickey's April 9th loan application or his unauthorized acceptance of the Westamerica loan.** In fact, the Resolution falsely states that the loan was received on **May 8th and that Mr. Duchene "was authorized at the April 23, 2020 board meeting to enter into the [PPP] Agreement."** As evidenced above, the loan had already been applied for and accepted by Mr. Hickey. (Attached hereto as Exhibit K is a true and correct copy of Resolution No. 2020-5-14, "Acceptance of Paycheck Protection Program Loan.")

The May 14th Resolution falsely claims that, on April 23, 2020, the Board authorized Mr. Duchene to:

Borrow Money. To borrow, from Westamerica Bank (Lender) on such terms of the Paycheck Protection Program Note between the Corporation and Lender, such sum of money borrowed; not to exceed the amount of two hundred seventy thousand six hundred fifty-three 00/100 dollars (\$270,653.00).
Execute Note. To execute and deliver to Lender the Paycheck Protection Program note.

No such discussion or action on the PPP loan was agendized on April 23, 2020. The only **agenda item was "DISCUSSION/BUDGET UPDATE" which is not an action item and makes no mention of a PPP loan, the criteria for a PPP loan, or a needs assessment for a PPP.** In fact, the April 23rd minutes do not include any documented discussion of the loan, its terms **or indication that the Board was informed of Mr. Hickey's application** or subsequent emails with Westamerica. The only notation regarding this issue is the inclusion of a single **sentence authorization for the "Chair or School Director to execute a PPP loan up to \$290,000 as soon as available."** This is not the authorization that was stated in the May 7th loan authorization document or the Resolution.

Contrary to the various statements in the Resolution, the facts show the Resolution was approved by the Board after the loan was already applied for without authority by Mr. Hickey on April 9; accepted without authority by Mr. Hickey on April 23rd prior to the April 23rd Board meeting; was awarded by the SBA on April 27; was signed by Mr. Duchene on **May 8th; and was funded on May 13th ("Westamerica is pleased to have funded an SBA Paycheck Protection Program Loan for your business.")**. Yet none of these facts are included in the Resolution. And, contrary to the representations in the Resolution, at no time was an evaluation done as required by the PPP loan and as misrepresented in seeking and obtaining the loan.

¹¹ This may also constitute a violation of the Brown Act in addition to those identified below.

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2. Improper Delegation of Authority

On April 2, 2020, during a special meeting of the RVC Board, the Board appointed Conn Hickey to serve as RVC's Business Official on a "volunteer" basis. The April 2, 2020, Board meeting agenda included the express limitation that, "[a]ll external checks will continue to require two signatures and *this position will not include check signing authority or authority to sign contracts and other agreements committing the school.* This will be a volunteer position." (Emphasis added.) This is not a position authorized by the RVC charter.

Furthermore, the Board itself is solely responsible to "[a]ct as a fiscal agent. This includes the receipt of funds for the operation of RVC in accordance with RVC Board Bylaws and the receipt of grants and donations consistent with the Mission of RVC." (Charter, p. 142.) While the April 2, 2020, Board meeting minutes reflect that the Board ultimately approved Mr. Hickey's authority to sign checks, the Board did *not* approve authority to enter into contracts and agreements generally, nor do the minutes include any discussion or notes related to this issue. Notably, the April 2nd agenda did not identify any item related to the PPP, though the Board discussed COVID-19 related financial impacts during the meeting. (See Exhibit A, RVC Board Meeting Agenda and Minutes, dated April 2, 2020.)

3. Repeated Failure to Comply with the Brown Act

The existing RVC Charter includes an assurance that the Charter School shall comply with the Ralph M. Brown Act ("Brown Act"), and the Board will meet regularly "in full compliance with the Brown Act." (Charter, pp. 12, 141.)¹² This is further a requirement of law as recognized by the Attorney General in its 2018 opinion (OAG Opinion No. 11-201) and SB 126 (Ed. Code, § 47604.1), in effect at the time of the events discussed here. Among other requirements, the Brown Act requires RVC to "post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session"; and "[n]o action or discussion shall be undertaken on any item not appearing on the posted agenda . . ." (Gov. Code, § 54954.2.) Yet, there is a systemic failure to comply with the letter or spirit of the Brown Act.

On April 20, 2020, RVC uploaded the Board agenda for its upcoming April 23, 2020, meeting. Even though Mr. Hickey had submitted the PPP loan application and received confirmation from Westamerica that RVC was eligible for \$270,000 in PPP funding, and accepted that "counter offer," the April 23rd agenda did not identify any item for discussion regarding the PPP loan. Furthermore, while budget documents submitted for the April 23rd meeting reflected assumptions for the receipt of a \$300,000 facility loan and other smaller CARES Act funding, they do not show PPP loan assumptions or impacts on revenue. (Attached hereto as Exhibit O is a true and correct copy of RVC's 6-Year Budget Draft and April 20, 2020 Budget Draft Key Assumptions.)

On April 23, 2020, at 10:27 a.m., Mr. Hickey responded to Westamerica to "accept your counter offer" of \$270,000 in PPP funding. This again occurred without Board approval and well before the Board's meeting later that evening at 7:00 p.m. (See Exhibit G, email from

¹² Similar assurances regarding compliance with the Brown Act are included in the Renewal Petition.

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Mr. Hickey to Westamerica re: Paycheck Protection Program Loan Application – Information Request #12494090,” dated April 23, 2020.)

The minutes from the April 23, 2020, RVC Board meeting reflect that the Board discussed and/or took action on the PPP loan, which was not noticed in the April 23rd meeting agenda as required by the Brown Act. Specifically, the April 23rd meeting minutes indicate that: **“\$270 PPP loan/grant with reserve helps balance for three years” and “Board Chair or School Director to execute a Small Business Administration Payroll Protection Loan Agreement with Westamerica Bank for up to \$290,000.” This direction did not authorize Mr. Hickey as RVC’s Business Official to participate in any loan process and, importantly, was made after Mr. Hickey already applied for and accepted Westamerica’s PPP loan of \$270,000.** (See Exhibit H, RVC Board Meeting Agenda and Minutes, dated April 23, 2020.)

A fundamental purpose of the Brown Act is to provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public. (See Gov. Code, § 54954.3(a).) The fact that Board discussion relating to the PPP loan was not noticed/agendized in the April 23rd meeting agenda deprived the public of the opportunity to address the Board regarding that decision constituting multiple violations of the Brown Act. The overall lack of transparency and the false and misleading information presented to the public as well as the government is directly contrary to the purposes of the Brown Act.

4. Failure to Comply with Americans with Disabilities Act

RVC is required to admit all students who wish to attend the Charter School and shall not discriminate against any pupil on the basis of any of the characteristics listed in Education Code section 220, which includes students with disabilities. (Ed. Code, §§ 47605(e); 220.) **Furthermore, in its existing Charter RVC assures: “All facilities of the Charter School shall be accessible for all students with disabilities in accordance with the ADA.”** (Charter, p. 97)

However, the Charter School was notified by the California Department of Education (“CDE”) on May 17, 2019, and again on October 18, 2019, that its facility located at 102 Marinda Drive, Fairfax, California, was conditionally authorized by CDE to open and operate for the 2019-20 school year, based on RVC’s completion of several renovation projects by August 19, 2020, including those necessary to satisfy the Americans with Disabilities Act (“ADA”) facility requirements. (Attached hereto as Exhibit P is a true and correct copy of a letter from CDE Charter Schools Division to Ms. Sagar re: RVC renovation projects, dated August 24, 2020.)

By the start of the school year on August 19, 2020, the renovations necessary to come into compliance with the ADA had not been completed. As a result, by correspondence dated **August 24, 2020, the CDE informed RVC that it “shall provide weekly updates of the progress of the ADA renovations”** to CDE by the last day of each month starting August 28, 2020 – meaning the ADA renovations had still not been completed. According to the August 24, 2020, correspondence from CDE, RVC anticipates completion of the outstanding ADA work by November 30, 2020, over three months *after* its school start date.¹³

¹³ The failure to RVC to make necessary renovations, including for ADA compliance, also **demonstrates RVC’s fiscal and governance mismanagement** as well as a failure to adhere to SBE’s oversight directives.

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RVC is now approaching the start of its second year in the site yet it remains out of compliance with the ADA. Because the site is out-of-compliance with the ADA and therefore inaccessible to students with disabilities, RVC is not serving or able to serve all students who wish to attend the Charter School in violation of its Charter and the law.

RVC is currently not authorized to serve any students at the school site, as RVC is currently operating a distance learning model due to circumstances resulting from the COVID-19 pandemic and California Department of Public Health ("CDPH") and Marin County Department of Public Health guidelines. However, it is fundamental to RVC's operation that it have an accessible site for delivery of its education program regardless of whether distance learning is the current learning model.

Additionally, on August 25, 2020, the CDPH issued Guidance Related to Cohorts ("Cohorting Guidance") regarding permissible use of small-group in-person services.¹⁴ The Cohorting Guidance provides guidance for necessary in-person limited instruction, targeted support services, and facilitation of distance learning in small group environments for a specified subset of children and youth. The Cohorting Guidance applies to schools that cannot reopen **for in person instruction pursuant to the CDPH's July 17, 2020, reopening framework**, including elementary schools that have not received an elementary school waiver through their local county public health office.

Pursuant to the Cohorting Guidance, a school that is otherwise unable to reopen under the CPDH framework, will be able to provide supervision and care for students, including, specialized services for students with disabilities and English learners, access to the Internet and devices for distance learning, and in-person support for at-risk and high-need students, if specified conditions are met.

Per the Targeted, Specialized Support and Services at School Frequently Asked Questions **accompanying the Cohorting Guidance: "Students with disabilities should be prioritized by the LEA and school for receiving targeted supports and services. In addition, English learners, students at higher risk of further learning loss or not participating in distance learning, students at risk of abuse or neglect, foster youth and students experiencing homelessness may also be prioritized."**¹⁵ In fact, the Office of Administrative Hearings has recently reinforced that absent in-person instruction and provision of services, disabled students are denied free and appropriate public education.

Since RVC is prohibited from having any students physically on its campus, not only is RVC prohibited from seeking a waiver from the Marin County Department of Health that would allow it to conduct in-person instruction, but the lack of a facility for the provision of in-person education services, inhibits the ability of RVC to serve the needs of special needs students, potentially preventing those students from receiving necessary services. The ability of RVC to meet the needs of English learners and other at-risk and high-need students may also be impacted.

¹⁴<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/small-groups-child-youth.aspx>

¹⁵ <https://files.covid19.ca.gov/pdf/guidance-schools-cohort-FAQ.pdf>

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5. Failure to Comply with Fire and Life Safety Requirements

"Every public, private, or parochial school building having an occupancy of 50 or more pupils or students or more than one classroom shall be provided with a dependable and operative fire alarm system." (Ed. Code, § 32001.)

In addition to the need for ADA compliance, RVC was informed by the fire inspector that the Charter School must have an updated fire and life safety system. According to SBE communications, RVC estimated the cost to be \$100,000. **"Clearly, they don't have that kind of money, and will not be able to move forward with the ADA conditions."** (Attached hereto as Exhibit Q is a true and correct copy of an email from Matthew Huddleston to Carrie Lopes re: Ross Valley Construction to meet ADA condition, dated May 7, 2020.)

Absent compliance with ADA and fire and life safety requirements, students, including those with special needs, may not access the school site.¹⁶ Access to the school site is a fundamental requirement for provision of education and services for all students, including students with special needs.

REQUIRED CORRECTIVE ACTIONS AND OPPORTUNITY TO CURE

As a result of the foregoing, the District issues this Notice of Violation. Accordingly, the District provides the Charter School with an opportunity to cure the alleged violations for a period thirty (30) calendar days from the date of this Notice ending **Monday, October 5, 2020**.

Due to the serious nature of the fiscal and governance mismanagement concerns, and its failure to serve all students who wish to attend, as identified herein, the District requires that RVC's corrective actions in response to this Notice of Violation include the following:

1. Return all Paycheck Protection Program loan monies received to date and close out the loan.
2. Remove Conn Hickey from his position as RVC Business Official.
3. Remove Luke Duchene as Executive Director.
4. Take all steps needed to replace the current Board of Directors and provide new Directors with mandatory Brown Act training.
5. Complete all required renovations to satisfy ADA facility access requirements for the RVC school site located at 102 Marinda Drive, Fairfax, California including ADA compliance and fire and life safety compliance.
6. Complete all other renovations/improvements in compliance with applicable state and local building enforcement agencies with jurisdiction in the area where RVC is

¹⁶ The failure to RVC to make necessary renovations, including for fire and life safety compliance, also demonstrates RVC's fiscal and governance mismanagement.

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Supporting Documents

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located, that are necessary for RVC to be authorized to serve students in person at the RVC school site.

7. Establish a plan for compensatory education for disabled students deprived of in-person instruction.

The District will require documented confirmation of each corrective action.

It is noted that the State Board of Education/California Department of Education has not provided **all documents requested regarding RVC which hinders the District's ability to** evaluate potential additional grounds. The District issues this Notice without waiver of any rights to identify and include additional grounds that may be reflected in the documents the State has failed to timely provide.

Please take notice that the District reserves the right to pursue non-renewal based upon a finding under Education Code section 47605(c)(2) if (1) the corrective action has been unsuccessful; or (2) the violations are sufficiently severe and pervasive as to render a corrective action plan unviable.

Sincerely,



Marci Trahan
Superintendent
Ross Valley School District

cc: Ross Valley School District Board of Trustees
Stephanie Farland, California Department of Education
Karen Stampf Walters, Executive Director, State Board of Education

Exhibits:

Exhibit A: RVC Board Meeting Agenda and Minutes, dated April 2, 2020

Exhibit B: PPP Application, Reference #12494090, dated April 9, 2020

Exhibit C: Email from Westamerica to Mr. Hickey re: "Paycheck Protection Program – Application Received," dated April 9, 2020

Exhibit D: Email from Westamerica to Mr. Hickey re: "Paycheck Protection Program," dated April 16, 2020

Exhibit E: Email from Westamerica to Mr. Hickey re: "Paycheck Protection Program Loan Application – Information Request #12494090," dated April 19, 2020

Exhibit F: RVC's 6-Year Budget Draft and April 20, 2020 Budget Draft Key Assumptions

Exhibit G: Email from Mr. Hickey to Westamerica re: Paycheck Protection Program Loan Application – Information Request #12494090," dated April 23, 2020

Exhibit H: RVC Board Meeting Agenda and Minutes, dated April 23, 2020

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Exhibit I: Email from Mr. Duchene to Ms. Sagar and Mr. Hickey, re: "Fwd: Westamerica Bank has sent you the document "12494090" to sign," dated May 8, 2020, including attachments

Exhibit J: Email from Westamerica to Mr. Hickey re: "Paycheck Protection Program Loan Forgiveness Information," dated May 13, 2020

Exhibit K: Resolution No. 2020-5-14, "Acceptance of Paycheck Protection Program Loan."

Exhibit L: Email from Mr. Duchene to RVC families, re: Further Explanation of RVC's Acceptance of the PPP Loan, dated May 20, 2020

Exhibit M: Email from Mr. Duchene to RVC families, re: Our Finances – Weathering the Storm, dated May 17, 2020

Exhibit N: Email from Mr. Duchene to SBEOVERIGHT re: Paycheck Protection Program Loans, dated June 16, 2020

Exhibit O: RVC's 6-Year Budget Draft and April 20, 2020 Budget Draft Key Assumptions

Exhibit P: Letter from CDE Charter Schools Division to Ms. Sagar re: RVC renovation projects, dated August 24, 2020

Exhibit Q: Email from Matthew Huddleston to Carrie Lopes re: Ross Valley Construction to meet ADA condition, dated May 7, 2020

EXHIBIT “A”



**SPECIAL MEETING
BOARD OF TRUSTEES
ROSS VALLEY CHARTER SCHOOL**

April 2, 2020 7 p.m.

**Ross Valley Charter School 102 Marinda Drive, Fairfax, CA
For Agenda and Supplemental Materials to go:**

<https://sites.google.com/a/rossvalleycharter.org/rvc-board-docs/2020-04-02-special-meeting>

Board Members:

Sharon Sagar, Chair

Amy Gramajo

Kristi Kimball

John Kirk

Cheryl Flick

Sonya Stanley

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

The Ross Valley Charter School ("School") welcomes your participation at the School's Board meetings. The purpose of a public meeting of the Board of Trustees ("Board") is to conduct the affairs of the School in public. Your participation assures us of continuing community interest in our School.

A few agendas are available at the door to the meeting. Supplementary materials will not be available in paper form.

When addressing the Board, speakers are requested to state their name and city, adhere to the time limits set forth and respect the Meeting Norms and Procedural Guidelines outlined below in the Section on Communications.

As a result of Statewide directives regarding "shelter in place" in relation to the COVID-19 pandemic, this meeting will be conducted virtually (all Board Members and Staff will connect remotely.) Public comments addressing items on the agenda may be forwarded via email to sharon.sagar@rossvalleycharter.org in advance of the scheduled meeting start time. As this is a special meeting, public comments are limited to items on the agenda.

I. PRELIMINARY
A. CALL TO ORDER

B. TRUSTEE ROLL CALL

	Present(Remotely)	Absent
Kristi Kimball	_____	_____
John Kirk	_____	_____
Cheryl Flick	_____	_____
Amy Gramajo	_____	_____
Sharon Sagar, Chair	_____	_____
Sonya Stanley	_____	_____

C. APPROVAL OF AGENDA OF SPECIAL BOARD MEETING OF APRIL 2, 2020.
VOTE

II. COMMUNICATION

A. REVIEW of MEETING NORMS

1. Speak respectfully, avoiding blame and inflammatory language and raised voices.
2. Listen respectfully without interrupting.
3. Listen actively and try to understand others’ views.
4. Don’t roll your eyes, make faces or audibly react while someone is speaking.
5. Be concise when it is your turn to speak.
6. Assume others’ good intentions.
7. Keep on the topic under discussion.
8. Politely enforce ground rules.
9. Remember to mute cell phones.

B. REVIEW PROCEDURAL GUIDELINES for Public Discussion on Agendized Items

1. Presentation by Staff, Officers or Guest Presenters
2. Board discussion, questions, clarifications
3. All Public Comment taken at once. Individuals will be limited to three minutes per speaker unless Board Chair determines that the number of speakers warrants a reduction to a lesser amount of time. The board or Officers will not respond during public comment time. Questions will be noted and answered as outlined in next bullet.
4. Board or officers attempt to answer questions regarding agendized items. Questions that seek information or clarifications will attempt to be answered. Questions that are deemed to violate meeting norms above or to be argumentative in nature will not be responded to.
5. Any remaining Board discussion, questions, clarifications, deliberation and motion

and vote if appropriate.

C. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA:

As this is a Special Meeting, all comments should only be related to items on the agenda. We request that comments be sent by email prior to the meeting in order for us to incorporate addressing them during the meeting.

D. For Information: School Director

This is a presentation of information and activities that have occurred since the previous Board meeting. These topics are informational only and no action will be taken by the board.

E. For Information: Board/Staff Information Updates

Board and staff present information updates since the previous Board meeting.

III. GENERAL ITEMS

A. ENROLLMENT REPORT AND 2020/21 CLASS CONFIGURATION UPDATE

Staff will present the March enrollment report followed by a 2020/21 class number and size discussion.

DISCUSSION

B. LCAP UPDATE

We will discuss any recommended modification to our LCAP plan cycle given the conditions imposed by stay-in-place orders.

DISCUSSION

C. REVIEW OF POTENTIAL COVID-19 RELATED IMPACTS ON BUDGET

The operational and related financial impacts of COVID-19 require that we review how this has changed our current year budget assumptions.

DISCUSSION/VOTE

D. APPOINT CONN HICKEY AS BUSINESS OFFICIAL and AS AN AUTHORIZED SIGNER ON THREE WESTAMERICA ACCOUNTS

We recommend appointing Conn Hickey as our Business Official, in which capacity he will code debits and credits in the GL system as appropriate, provide back up on these transactions to EdTec for control purposes, and oversee the management of our balances in our three bank accounts by transferring funds between them. The three accounts are our normal business checking account, our bank account that is used for our debit card which the School Director and Office Manager have, and our money market account that collects some interest. He will prepare financial reports for review by the board and school director.

He will also coordinate the collection of In-Lieu of Property Taxes from basic aid districts. All external checks will continue to require two signatures and this position will not include check signing authority or authority to sign contracts and other agreements committing the school. This will be a volunteer position.

DISCUSSION/VOTE

E. ELECTION OF A NEW TREASURER

Cheryl Flick has resigned as Treasurer and our by-laws require the corporation to have a treasurer. Board Member Kirk has volunteered to fill this role and staff recommends his election by the board.

DISCUSSION/VOTE

IV. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The School Director recommends approval of all consent agenda items.

None

V. FUTURE MEETING NEEDS AND TOPICS – trustee requests of topics for future meetings

VI. MEETING REVIEW AND EVALUATION

A. Quick Evaluation of Meeting to improve process for future meetings

VII. ADJOURNMENT

Ross Valley Charter Appendices and
Supporting Documents



**MINUTES OF THE SPECIAL MEETING
BOARD OF TRUSTEES
ROSS VALLEY CHARTER SCHOOL**

**Ross Valley Charter School 102 Marinda Drive, Fairfax CA
For Agenda and Supplemental Materials go to:**

<https://sites.google.com/a/rossvalleycharter.org/rvc-board-docs/2020-04-02-special-meeting>

April 2, 2020 7:04 P.M. via Zoom video conference

Board Members:

**Sharon Sagar, Chair
Amy Gramajo
Kristi Kimball
John Kirk
Cheryl Flick
Sonya Stanley**

I. PRELIMINARY

A. CALL TO ORDER

B. TRUSTEE ROLL CALL

	Present	Absent
Kristi Kimball	<u>X</u>	_____
Amy Gramajo	<u>X</u>	_____
John Kirk	<u>X</u>	_____
Cheryl Flick	<u>X</u>	_____
Sharon Sagar, Chair	<u>X</u>	_____
Sonya Stanley	<u>X</u>	_____

C. APPROVAL OF AGENDA OF REGULAR BOARD MEETING OF April 2, 2020.

Approval of the Agenda was duly moved, seconded and approved 4-0-2 (Ms. Kimball and Ms. Gramajo not yet present)

II. COMMUNICATION

C. No public comment on items not on the agenda.

D. For Information: School Director

- Two months of distance learning ahead.
- Surveyed families, 65 responses spanning broad range of needs.
- Torri and Marilyn reaching out to families needing support. Community Council working to connect families.
- Streamlining communications; families are overwhelmed.
- Sarah Foley rewrote all IEPs, adjusting service minutes and connecting with teachers.
- Jen Wolf providing lunches to FRPL eligible families daily.
- Teachers putting in a lot of hours and navigating resources.
- Got Chromebooks out to families. 10% have connectivity issues. Exploring free wifi: Google, Xfinity, Sonic; may buy household hotspots.
- Hiring two new teachers, posted on EdJoin. Video chats next week.

III. GENERAL ITEMS

A. ENROLLMENT REPORT AND 2020/21 CLASS CONFIGURATION – see chart

- 212 projection based on 77% confirmed enrollment.
- 9 standard classrooms; 3 full TK/K/1s and under-enrolled 4/5s.
- Non-standard arrangement distributes class sizes more evenly.
- Offering admission to 15 second enrollment period applicants.

No public comment.

B. LCAP UPDATE

- RVC's LCAP is tied to our charter petition.
- Extended and waiting to get feedback

No public comment

C. REVIEW OF POTENTIAL COVID-19 RELATED IMPACTS ON BUDGET – see reports

- Review current year budget assumptions
- Changes in after school program: less revenue.
- Change in substitute teacher needs.
- Budgeting less for Torri Chappell, learning specialist.
- No Walker Creek
- Lower mental health costs
- \$51K surplus this year.
- State and Federal rescue funds
 - Federal money coming for Title 1
 - CARES Act: Small business admin and not for profits. Applying for 2.5 months of payroll expenses. Bank is a SPA approved lender.
 - 75% of money must be in personnel retention.
 - Loan with first 8 weeks forgiven.
- 3-year budget: 1.5 million is compensation.

- Donations to date assuming nothing further than half of projected auction revenue.
- Does not include \$10K SBA money.
- Edtec recommends preparing for 7% decline in ADA.

- Increased health care costs.
- State is in free fall. No decisions to be made tonight. Will know more in 6 weeks.
- Bank \$55K reserve for whatever comes next year.
- No decision on raises.
- Need to keep doing what we're doing; supporting teachers, planting seeds, budget cuts where possible.
- Economic downturn is hitting the service economy and our families hard.

No public comment

D. APPOINT CONN HICKEY AS BUSINESS OFFICIAL and AS AN AUTHORIZED SIGNER ON THREE WESTAMERICA ACCOUNTS

- Coding debits and credits in the GL.
- Oversee bank accounts and prepare financial reports.
- Coordinate collection of In-Lieu property taxes from basic aid districts.
- This is a volunteer position.

No public comment

Approval of Conn Hickey's appointment as RVC Business Official and authorized bank signer was duly moved, seconded and approved 6-0-0.

E. ELECTION OF A NEW TREASURER

- Cheryl Flick has resigned as Treasurer.
- Board member Kirk has volunteered to fill this role. Staff recommends his election by the board.

Approval of John Kirk's appointment as RVC Treasurer was duly moved, seconded and approved 6-0-0

IV. CONSENT AGENDA ITEMS

None

VI. FUTURE MEETING NEEDS AND TOPICS

- Enrollment and ADA update

Meeting adjourned 9:02 P.M.

EXHIBIT “B”

PPP Application

Reference #	12494090
Status	Complete
I have read and understand the purpose of this form. Loan is subject to funding availability by the Small Business Administration CARES Act.	Yes, I understand

Westamerica Business Checking Account Number	
Business Type	501(c)(3) nonprofit
Business Legal Name	Ross Valley Charter School
Business TIN (EIN, SSN)	471755679
Business Address	25 Deer Park Lane
City	Fairfax
State	California
Zip Code	94930
Primary Contact Email Address	conn.hickey@rossvalleycharter.org
By providing your email address, you are agreeing to receive all correspondence, communications and loan documentation via email.	I Agree
Primary Contact First Name	Conn

Primary Contact Last Name	Hickey
Primary Contact Phone	
Average Monthly Payroll	116994
x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request	292485.23
Number of Employees	24
Purpose of Loan (may select more than one)	<ul style="list-style-type: none"> • Payroll • Lease/Mortgage Interest • Utilities
If other, explain:	This is just a note to let you know that our school is located at 102 Marinda Dr., Fairfax, CA. This was previously used for St. Rita's school. The Deer Park lane address is what is listed in both state incorporation and the IRS lists. We do get mail there but either address works for us. Thank you. Conn Hickey
Controlling Person First Name	Luke
Controlling Person Last Name	Duchene
Controlling Person Title	School Director, President
Controlling Person Email Address	luke.duchene@rossvalleycharter.org
Controlling Person Street Address (no P.O. box)	102 Marinda Drive., Fairfax, CA
Controlling Person Address Line 2	He is a signatory on the
Controlling Person City	Fairfax
Controlling Person State	California
Controlling Person Zip Code	94930
Controlling Person TIN (EIN, SSN)	
ID Type	Driver's License
ID Number	

Issue Date	
Expiration Date	
Upload Photo ID	
Owner First Name	501(c)(3)Not for profit - no owner
Owner Last Name	Other account signatories are on file at WAB
1. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?	No
2. Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted in the last 7 years and caused a loss to the government?	No
3. Is the Applicant or any owner of the Applicant an owner of any other business, or have common management with, any other business? If yes, list all such businesses and describe the relationship below.	No
4. Has the Applicant received an SBA Economic Injury Disaster Loan between January 31, 2020 and April 3, 2020? If yes, provide details below.	No
5. Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, or on probation or parole?	No

Initial here to confirm your response

CBH

6. Within the last 5 years, for any felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)?

No

Initial here to confirm your response

CBH

7. Is the United States the principal place of residence for all employees of the Applicant included in the Applicant's payroll calculation above?

Yes

8. Is the Applicant a franchise that is listed in the SBA's Franchise Directory?

No

Initial

CBH

Initial

CBH

Initial

CBH

Initial

CBH

Initial

CBH

Initial

CBH

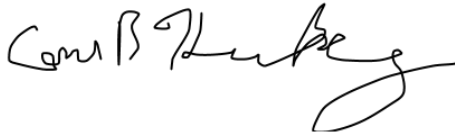
Initial

CBH

Initial

CBH

Signature of Authorized Representative of Applicant



Type Name	Conn B. Hickey, School Business Official
Last Update	2020-04-09 10:48:41
Start Time	2020-04-09 10:14:24
Finish Time	2020-04-09 10:48:40
IP	Anonymous
Browser	Other
OS	Other
Referrer	N/A

EXHIBIT “C”

From: [Westamerica Bank](#)
To: conn.hickey@rossvalleycharter.org
Subject: Paycheck Protection Program - Application Received
Date: Thursday, April 9, 2020 4:24:07 PM



Paycheck Protection Program Application

We are writing to confirm receipt of your application for the SBA CARES Paycheck Protection Program. We are processing applications in the order they were received. Due to the high volume of applications, please allow three business days for a status update. You will be contacted by the bank via email if we need additional information to process your application.

Important Information about the Paycheck Protection Program:

The Paycheck Protection Program is administered by the SBA and is limited to an authorized funding amount. The SBA has indicated that loans under the Paycheck Protection Program will be made available on a first come, first served basis. Given the limitations on SBA authorized funding and the significant volume of applications already submitted to Westamerica Bank and other lenders, **not every qualified applicant will receive loan proceeds under the program.**

Thank you for your patience as we work to provide the best service to all of our customers.



PO Box 1200
Suisun City, CA 94585

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EXHIBIT “D”

From: [Westamerica Bank](#)
To: conn.hickey@rossvalleycharter.org
Subject: Paycheck Protection Program
Date: Thursday, April 16, 2020 12:29:26 PM



Paycheck Protection Program - Loan Application

We are writing about your loan application for the SBA CARES Act Paycheck Protection Program. We received notification from the Small Business Administration that the program funding limits were reached on Thursday, April 16, 2020 and the SBA is no longer accepting applications.

Westamerica will continue processing and preparing submitted applications. In the event the program receives additional funding and program rules and guidance allow us to do so, we will resume submission to the SBA for loan guaranty and approval.

Thank you for your patience as we work to provide the best service to our customers.

Sincerely,

Westamerica Bank
1 (800) 848-1088

The Paycheck Protection Program is administered by the SBA and is limited to an authorized funding amount. The SBA has indicated that loans under the Paycheck Protection Program will be made available on a first come, first served basis. Given the limitations on SBA authorized funding and the significant volume of applications already submitted to Westamerica Bank and other lenders, not every qualified applicant will receive loan proceeds under the program.



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EXHIBIT “E”

Ross Valley Charter Appendices and
Supporting Documents

4/29/2020

Ross Valley Charter Mail - Paycheck Protection Program Loan Application – Information Request #12494090



Conn Hickey <conn.hickey@rossvalleycharter.org>

Paycheck Protection Program Loan Application – Information Request #12494090

1 message

SBA Lending <SBA.Lending@westamerica.com>

Sun, Apr 19, 2020 at 9:52 AM

To: "conn.hickey@rossvalleycharter.org" <conn.hickey@rossvalleycharter.org>

We received notification from the Small Business Administration that the SBA CARES Act Paycheck Protection Loan program funding limits were reached on Thursday, April 16, 2020 and they are no longer accepting applications.

Westamerica will continue processing and preparing submitted applications.

In the event the program receives additional funding and program rules and guidance allow us to do so, we will resume submission to the SBA for loan guaranty and approval.

We have received your application for processing and data verification. Your business appears to meet the criteria for a PPP loan, however we need additional information from your business to complete our processing:

Documentation submitted with your application supports a maximum loan amount of: \$270,653.00.

-

You may accept this loan amount or you may complete the attached Payroll Calculation Worksheet and return to us with corresponding documentation of 2019 payroll.

- If this loan amount is acceptable to you, please respond to this message stating the reduced loan amount is acceptable. We will proceed with our processing.
- You may complete and submit the attached Payroll Calculation Worksheet which shows your calculations of your original loan request. Respond directly to this message requesting an additional review with the completed worksheet and corresponding documentation of 2019 payroll.

If you would like to submit documents containing non-public information via a secure document portal, please notify us by replying to this email and we will send you a link.

The Paycheck Protection Program is administered by the SBA and is limited to an authorized funding amount as designated by the federal government. The SBA has indicated that loans under the Paycheck Protection Program will be made available on a first come, first served basis. Given the limitations on SBA authorized funding and the significant volume of applications already submitted to Westamerica Bank and other lenders, not every qualified applicant will receive loan proceeds under the program.

Sincerely,

Westamerica Bank

Ross Valley Charter Appendices and
Supporting Documents

accs-feb21item03
Attachment 7
Page 202 of 543

4/29/2020

Ross Valley Charter Mail - Paycheck Protection Program Loan Application – Information Request #12494090

1 (800)848-1088

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of age (provided the applicant has the capacity to enter into a binding contract); color, religion, national origin, sex, marital status; because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning Westamerica Bank is: Federal Reserve Consumer Help Center, PO Box 1200, Minneapolis, MN 55840.



Loan Availability Guideline Fill In.pdf

199K

EXHIBIT “F”



April 20, 2020 Budget Draft Key Assumptions:

What follows is a four year budget with the following assumptions.

1. 2019-20 revenues remain as budgeted. This budget includes some state and federal aid for COVID 19. \$3K state money for uses related to COVID19 and \$8,000 from CARES Act. ADA is actual P2.
2. 2020-21 state LCFF cola is reduced by 5%, and cola for the next four years is zero. This is the current EdTec recommendation. Eric Premack of CSDC is recommending budgeting between zero and minus 10-20%. At minus 10%, many large school districts will likely fail, unless legislature suspends requirement to provide pink slips to tenured teachers by March 15.
3. 2020-25 salaries have no increase.
4. Non-Compensation expense rise at 1.5% per year, except health insurance costs to RVC which go up 4% per year.
5. Assumes enrollment of 215 next year and 222 the year after in 9 classrooms. ADA% is 95%, This year we closed at 94.88%, up from 94.14 in 18-19.
6. Assumes two new teachers starting next year, each earning \$68K per year with health benefits
7. No Spanish teachers (saves around \$12K per year) but art and music continue as is. There is \$51 budgeted for classroom aids, which is two classroom special education aids and two math aids, which is what we have now.
8. It includes a new expense line called Director's Contingency (Account # 5826) of \$10k, \$40, \$40K, \$30K, and \$30K in the 5 out years to fund surprises like further cola reductions. 2% additional cola reduction is around \$35K
9. The budget assumes a \$300,000 PCSD loan to fund a \$300,000 ADA project, depreciated over 8 years. There is also a 4%, 3 year amortizing \$100K loan assumed at the end of 2023-24 to pay off the PCSD loan and keep our cash flow positive in 2024-25. The elements of the project have now been estimated and \$300K seems to be a reasonable cap.
10. The resulting forecast retains a 12% minimum reserve throughout the 6 years.

The various rate assumptions are on page 9 below and the cash flow starts on page 11.

Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
SUMMARY						
Revenue						
LCFF Entitlement	1,614,981	1,711,514	1,755,252	1,750,352	1,748,366	1,745,882
Federal Revenue	45,000	41,125	43,875	44,750	44,750	44,750
Other State Revenues	144,236	163,546	169,219	169,442	169,550	169,550
Local Revenues	148,489	209,193	209,193	209,193	209,193	209,193
Fundraising and Grants	180,525	203,800	210,240	210,240	210,240	210,240
Total Revenue	2,133,231	2,329,178	2,387,779	2,383,977	2,382,099	2,379,615
Expenses						
Compensation and Benefits	1,518,231	1,619,341	1,620,226	1,624,468	1,628,879	1,623,731
Books and Supplies	21,390	30,943	29,715	30,100	30,492	30,889
Services and Other Operating Expenditures	526,638	614,964	656,706	669,056	671,800	684,916
Depreciation	5,015	41,738	44,863	44,863	41,576	38,280
Other Outflows	-	14,220	4,976	4,257	3,856	3,311
Total Expenses	2,071,274	2,321,205	2,356,485	2,372,743	2,376,602	2,381,127
Operating Income	61,957	7,973	31,293	11,234	5,496	(1,513)
Fund Balance						
Beginning Balance (Unaudited)	204,167	266,124	274,097	305,390	316,624	322,120
Audit Adjustment						
Beginning Balance (Audited)	204,167	266,124	274,097	305,390	316,624	322,120
Operating Income	61,957	7,973	31,293	11,234	5,496	(1,513)
Ending Fund Balance	266,124	274,097	305,390	316,624	322,120	320,608
Total Revenue Per ADA	11,615	11,404	11,322	11,304	11,295	11,283
Total Expenses Per ADA	11,278	11,365	11,173	11,251	11,269	11,290
Operating Income Per ADA	337	39	148	53	26	(7)
Fund Balance as a % of Expenses	13%	12%	13%	13%	14%	13%

Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Key Assumptions						
Enrollment Breakdown						
TK	10	13	-	6	6	6
K	27	36	36	30	30	30
1	31	32	36	36	36	36
2	35	34	36	36	36	36
3	29	41	36	36	36	36
4	29	32	39	39	39	39
5	34	28	39	39	39	39
Total Enrolled	195	215	222	222	222	222
ADA %						
K-3	93.7%	95.0%	95.0%	95.0%	95.0%	95.0%
4-6	95.3%	95.0%	95.0%	95.0%	95.0%	95.0%
Average ADA %	94.2%	95.0%	95.0%	95.0%	95.0%	95.0%
ADA						
K-3	124	147	137	137	137	137
4-6	60	57	74	74	74	74
Total ADA	184	204	211	211	211	211
Demographic Information						
CALPADS Enrollment (for unduplicated % calc)	193	215	222	222	222	222
# Unduplicated (CALPADS)	63	62	65	62	60	60
# Free & Reduced Lunch (CALPADS)	55	61	63	63	63	63
# ELL (CALPADS)	33	37	38	38	38	38
New Students	35	22	7	-	-	-
School Information						
FTE's	18.7	19.6	19.5	19.5	19.5	19.5
Teachers	10	11	11	11	11	11
Certificated Pay Increases		0%	0%	0%	0%	0%
Classified Pay Increases		0%	0%	0%	0%	0%
# of school days	179	179	179	179	179	179
Default Expense Inflation Rate		2%	2%	2%	2%	2%

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	
REVENUE							
LCFF Entitlement							
8011	Charter Schools General Purpose Entitlement - State Aid	1,412,910	1,507,264	1,544,352	1,539,452	1,537,466	1,534,982
8012	Education Protection Account Entitlement	36,732	40,850	42,180	42,180	42,180	42,180
8019	State Aid - Prior Years	45	-	-	-	-	-
8096	Charter Schools in Lieu of Property Taxes	165,294	163,400	168,720	168,720	168,720	168,720
	SUBTOTAL - LCFF Entitlement	1,614,981	1,711,514	1,755,252	1,750,352	1,748,366	1,745,882
Federal Revenue							
8181	Special Education - Entitlement	20,000	24,125	26,875	27,750	27,750	27,750
8291	Title I	15,000	15,000	15,000	15,000	15,000	15,000
8293	Title III	2,000	2,000	2,000	2,000	2,000	2,000
8296	COVID funds 80% 19-20 Titile 1	8,000	-	-	-	-	-
	SUBTOTAL - Federal Revenue	45,000	41,125	43,875	44,750	44,750	44,750
Other State Revenue							
8319	Other State Apportionments - Prior Years	-	-	-	-	-	-
8381	Special Education - Entitlement (State)	98,809	112,746	116,417	116,417	116,417	116,417
8550	Mandated Cost Reimbursements	2,597	3,168	3,619	3,843	3,950	3,950
8560	State Lottery Revenue	39,708	44,160	45,597	45,597	45,597	45,597
8590	All Other State Revenue	3,122	3,472	3,585	3,585	3,585	3,585
	SUBTOTAL - Other State Revenue	144,236	163,546	169,219	169,442	169,550	169,550
Local Revenue							
8660	Interest	1,500	1,500	1,500	1,500	1,500	1,500
8676	After School Program Revenue	138,500	192,000	192,000	192,000	192,000	192,000
8693	Field Trip Donations	-	8,693	8,693	8,693	8,693	8,693
8699	All Other Local Revenue	1,489	-	-	-	-	-
8701	All Script	7,000	7,000	7,000	7,000	7,000	7,000
	SUBTOTAL - Local Revenue	148,489	209,193	209,193	209,193	209,193	209,193
Fundraising and Grants							
8801	Donations - Family	132,600	146,200	150,960	150,960	150,960	150,960
8802	Donations - Private	6,000	6,000	6,000	6,000	6,000	6,000
8803	Fundraising	-	-	-	-	-	-

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**Ross Valley Charter School
Multi-year Projection
As of Mar FY2020**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
8804 Fundraising - Fund Development	-	-	-	-	-	-
8811 Net Readathon Revenue	37,050	40,850	42,180	42,180	42,180	42,180
8812 Net Auction Revenue	4,875	10,750	11,100	11,100	11,100	11,100
SUBTOTAL - Fundraising and Grants	180,525	203,800	210,240	210,240	210,240	210,240
TOTAL REVENUE	2,133,231	2,329,178	2,387,779	2,383,977	2,382,099	2,379,615

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
EXPENSES						
Compensation & Benefits						
Certificated Salaries						
1100	Teachers Salaries	660,748	714,630	714,630	714,630	714,630
1103	Teacher - Substitute Pay	6,591	8,250	8,250	8,250	8,250
1148	Teacher - Special Ed	109,980	109,980	109,980	109,980	109,980
1200	Certificated Pupil Support Salaries	35,419	34,632	34,632	34,632	34,632
1300	Certificated Supervisor & Administrator Salaries	112,200	112,200	112,200	112,200	112,200
	SUBTOTAL - Certificated Salaries	924,938	979,692	979,692	979,692	979,692
Classified Salaries						
2101	Classified - Electives	69,100	63,770	61,995	61,995	61,995
2103	Classified - Classroom Aides	64,415	51,737	51,737	51,737	51,737
2300	Classified Supervisor & Administrator Salaries	54,863	59,850	59,850	59,850	59,850
2400	Classified Clerical & Office Salaries	43,000	44,000	44,000	44,000	44,000
2905	Other Classified - After School	36,495	51,810	51,810	51,810	51,810
2930	Custodian	24,600	24,600	24,600	24,600	24,600
	SUBTOTAL - Classified Salaries	292,472	295,767	293,992	293,992	293,992
Employee Benefits						
3100	STRS	157,935	180,263	177,324	177,324	177,324
3300	OASDI-Medicare-Alternative	35,869	36,832	36,696	36,696	36,696
3400	Health & Welfare Benefits	80,359	100,260	106,038	110,279	119,278
3500	Unemployment Insurance	12,050	11,222	11,201	11,201	1,466
3600	Workers Comp Insurance	14,609	15,306	15,284	15,284	15,284
	SUBTOTAL - Employee Benefits	300,822	343,882	346,543	350,784	350,048
Books & Supplies						
4100	Approved Textbooks & Core Curricula Materials	1,370	1,075	1,127	1,144	1,178
4200	Books & Other Reference Materials	-	1,505	1,577	1,601	1,649
4320	Educational Software	500	1,000	1,015	1,030	1,061
4325	Instructional Materials & Supplies	2,000	4,300	4,507	4,574	4,712
4326	Art & Music Supplies	1,000	1,500	1,523	1,545	1,592

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
4330 Office Supplies	1,500	2,000	1,200	1,218	1,236	1,255
4335 PE Supplies	-	360	365	371	376	382
4346 Teacher Supplies	3,200	4,000	4,000	4,000	4,000	4,000
4410 Classroom Furniture, Equipment & Supplies	120	2,000	1,000	1,015	1,030	1,046
4420 Computers: individual items less than \$5k	-	1,500	1,523	1,545	1,569	1,592
4430 Non Classroom Related Furniture, Equipment & Supplies	1,000	1,000	1,015	1,030	1,046	1,061
4710 Student Food Services	10,500	10,500	10,658	10,817	10,980	11,144
4720 Other Food	200	203	206	209	212	215
SUBTOTAL - Books and Supplies	21,390	30,943	29,715	30,100	30,492	30,889
Services & Other Operating Expenses						
5200 Travel & Conferences	250	1,000	1,015	1,030	1,046	1,061
5300 Dues & Memberships	1,800	1,827	1,854	1,882	1,910	1,939
5450 Insurance - Other	21,000	21,315	22,168	23,054	23,976	24,936
5515 Janitorial, Gardening Services & Supplies	2,500	2,538	2,576	2,614	2,653	2,693
5525 Utilities - Waste	4,400	4,466	4,533	4,601	4,670	4,740
5535 Utilities - PGE & Sewer	12,000	15,500	15,733	15,968	16,208	16,451
5605 Equipment Leases	4,500	4,568	4,636	4,706	4,776	4,848
5610 Rent	168,980	187,625	193,254	199,051	205,023	211,174
5615 Repairs and Maintenance - Building	3,000	5,125	5,202	5,280	5,359	5,439
5803 Accounting Fees	12,600	13,600	13,804	14,011	14,221	14,435
5805 SELPA and other administrative Fees	3,780	4,267	4,472	4,539	4,607	4,676
5812 Business Services	65,025	67,626	70,331	73,144	76,070	79,113
5824 CDE Oversight Fees	16,150	17,115	17,553	17,504	17,484	17,459
5826 Directors Contingency	-	10,000	40,000	40,000	30,000	30,000
5828 Aftercare Expenses	7,400	1,025	1,040	1,056	1,072	1,088
5829 After school Enrichment Program	82,000	120,000	120,000	120,000	120,000	120,000
5830 Field Trips Expenses	800	15,595	15,829	16,066	16,307	16,552
5836 Fingerprinting	-	200	203	206	209	212
5843 Interest - Loans	1,000	900	-	-	-	-
5845 Legal Fees	5,000	5,075	5,151	5,228	5,307	5,386
5851 Marketing and Student Recruiting	15,500	15,733	15,968	16,208	16,451	16,698
5854 Counselling Contracting	5,890	14,700	14,921	15,144	15,371	15,602
5855 MH SPED Contractors	5,000	5,075	5,151	5,228	5,307	5,386
5857 Payroll Fees	3,240	3,289	3,338	3,388	3,439	3,490
5861 Prior Yr Exp (not accrued)	13,259	5,000	5,075	5,151	5,228	5,307
5863 Professional Development	9,000	15,000	15,225	15,453	15,685	15,920

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Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
5869 Special Education Contract Instructors	43,000	35,255	35,784	36,321	36,865	37,418
5875 Staff Recruiting	1,300	700	711	721	732	743
5880 Student Health Services	1,200	1,218	1,236	1,255	1,274	1,293
5881 Student Information System	3,664	3,719	3,775	3,831	3,889	3,947
5887 Technology Services	2,000	4,100	4,162	4,224	4,287	4,352
5910 Communications - Internet / Website Fees	5,000	5,075	5,151	5,228	5,307	5,386
5915 Postage and Delivery	400	645	676	686	696	707
5920 Communications - Telephone & Fax	6,000	6,090	6,181	6,274	6,368	6,464
SUBTOTAL - Services & Other Operating Exp.	526,638	614,964	656,706	669,056	671,800	684,916
Depreciation Expense						
6900 Depreciation	5,015	41,738	44,863	44,863	41,576	38,280
SUBTOTAL - Depreciation Expense	5,015	41,738	44,863	44,863	41,576	38,280
Other Outflows						
7438 Long term debt - Interest	-	14,220	4,976	4,257	3,856	3,311
SUBTOTAL - Other Outflows	-	14,220	4,976	4,257	3,856	3,311
TOTAL EXPENSES	2,071,274	2,321,205	2,356,485	2,372,743	2,376,602	2,381,127

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
2019-20
As of Mar FY2020

	Year 1 2019-20	Year 2 2020-21	Year 3 2021-22	Year 4 2022-23	Year 5 2023-24	Year 6 2024-25	Driver/ Rate Type
Revenues and related expenses							
Statewide LCFF Assumptions							
LCFF COLA	3.26%	-5.00%	0.00%	0.00%	0.00%	0.00%	
TK-3 LCFF Base	7,702	7,317	7,317	7,317	7,317	7,317	
4-6 LCFF Base	7,818	7,427	7,427	7,427	7,427	7,427	
TK-3 Gr Span Adj	801	761	761	761	761	761	
School LCFF Assumptions							
LCFF per ADA	8,793	8,380	8,323	8,299	8,290	8,278	
ILPT per ADA	900	800	800	800	800	800	
Unduplicated Pupil % (3 year avg)	31.04%	30.63%	30.16%	28.68%	28.08%	27.33%	
District UPP	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	
Other Federal and State Revenues							
EDCOE SELPA Federal Rate	125.00	125.00	125.00	125.00	125.00	125.00	Prior Year Enrollment
EDCOE SELPA State Rate	538.00	552.00	552.00	552.00	552.00	552.00	ADA
Mandated Cost Reimbursements: K-8	16.86	17.25	17.72	18.22	18.73	18.73	Prior Year Enrollment
Mandated Cost Reimbursements: 9-12	46.87	47.94	49.24	50.63	52.06	52.06	Prior Year Enrollment
State Lottery Unrestricted	153.00	153.00	153.00	153.00	153.00	153.00	ADA
State Lottery Restricted	54.00	54.00	54.00	54.00	54.00	54.00	ADA
Fees							
Authorizer Fees	1.00%	1.00%	1.00%				% of LCFF
Special Education Encroachment Fees		0.00	0.00				
Payroll							
Annual Pay Increase							
Certificated		0.00%	0.00%	0.00%	0.00%	0.00%	
Classified		0.00%	0.00%	0.00%	0.00%	0.00%	
Benefits							
STRS	17.10%	18.40%	18.10%	18.10%	18.10%	18.10%	% of eligible payroll
Social Security	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	% of eligible payroll
Medicare	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	% of total payroll
H&W average annual increase		4.00%	4.00%	4.00%	4.00%	4.00%	

Ross Valley Charter Appendices and
Supporting Documents

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Ross Valley Charter School
Monthly Cash Forecast
As of Mar FY2020

	2019-20													Remaining Balance
	Actuals & Forecast													
	Jul Actuals	Aug Actuals	Sep Actuals	Oct Actuals	Nov Actuals	Dec Actuals	Jan Actuals	Feb Actuals	Mar Actuals	Apr Forecast	May Forecast	Jun Forecast	Forecast	
Beginning Cash	311,734	330,622	284,859	203,981	237,662	215,668	179,614	131,952	132,868	136,233	138,722	250,817		
REVENUE														
LCFF Entitlement	-	65,657	65,612	125,803	118,101	118,101	118,101	129,627	-	285,845	262,727	138,757	1,614,981	186,650
Federal Revenue	-	-	-	-	-	-	-	-	-	25,167	4,917	667	45,000	14,250
Other State Revenue	4,000	4,000	7,201	7,201	7,201	9,798	7,201	8,180	20,332	5,685	20,314	11,076	144,236	32,047
Other Local Revenue	816	26,906	8,411	37,139	10,354	19,525	25,599	17,500	164,217	(168,247)	11,406	(5,135)	148,489	-
Fundraising & Grants	1,289	166	14,401	46,123	38,814	22,836	5,822	49	45,783	3,635	10,801	6,408	180,525	(15,600)
TOTAL REVENUE	6,105	96,729	95,626	216,266	174,470	170,260	156,722	155,356	230,332	152,084	310,165	151,772	2,133,231	217,347
EXPENSES														
Certificated Salaries	66,530	73,568	78,505	79,400	80,890	77,110	77,544	81,272	42,128	105,955	82,020	80,017	924,938	-
Classified Salaries	519	6,691	32,344	35,316	27,116	24,418	24,824	27,923	13,290	34,852	34,429	28,835	292,472	1,917
Employee Benefits	34,218	21,612	23,433	15,054	25,534	24,035	38,292	27,142	7,418	30,379	30,527	23,032	300,822	147
Books & Supplies	50	578	2,826	460	153	4,548	2,305	3,016	486	2,400	908	3,661	21,390	-
Services & Other Operating Expenses	31,594	28,241	35,677	38,452	42,769	62,242	48,023	41,247	45,057	32,076	43,804	51,391	526,638	26,066
Capital Outlay & Depreciation	-	-	-	-	-	864	144	144	144	418	418	2,883	5,015	-
Other Outflows	-	-	-	-	-	-	-	1,682	22,058	(23,740)	-	-	-	-
TOTAL EXPENSES	132,910	130,689	172,785	168,682	176,461	193,216	191,132	182,426	130,580	182,339	192,106	189,818	2,071,274	28,129
Operating Cash Inflow (Outflow)	(126,806)	(33,961)	(77,159)	47,584	(1,991)	(22,956)	(34,410)	(27,070)	99,752	(30,256)	118,058	(38,047)	61,957	189,218
Revenues - Prior Year Accruals	167,083	356	-	-	7,735	-	-	646	-	25,355	-	-	-	-
Other Assets	19,506	-	-	-	-	(625)	-	-	-	-	-	-	-	-
Fixed Assets	-	-	-	(566)	(14,401)	864	84	144	(3,856)	(3,093)	418	2,883	-	-
Expenses - Prior Year Accruals	-	(3,850)	-	-	-	-	-	2,469	-	(34,475)	-	-	-	-
Accounts Payable - Current Year	(36,341)	(1,848)	(797)	-	-	-	-	38,064	(89,404)	51,340	-	-	-	-
Summerholdback for Teachers	(4,555)	206	412	412	412	412	413	413	207	424	424	424	424	424
Loans Payable (Current)	-	(6,667)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)
Loans Payable (Long Term)	-	-	-	(10,416)	(10,416)	(10,416)	(10,416)	(10,416)	-	(3,472)	(3,472)	(3,472)	(3,472)	(3,472)
Ending Cash	330,622	284,859	203,981	237,662	215,668	179,614	131,952	132,868	136,233	138,722	250,817	209,272		

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
Monthly Cash Forecast
As of Mar FY2020

	2020-21												Forecast	Remaining Balance
	Actuals & Forecast													
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast		
Beginning Cash	209,272	440,606	246,238	155,703	137,542	103,671	48,045	107,463	88,220	113,383	216,843	311,493		
REVENUE														
LCFF Entitlement	-	67,766	67,766	131,162	121,979	121,979	212,862	121,979	185,048	197,319	225,898	185,048	1,711,514	72,710
Federal Revenue	-	-	-	-	4,250	-	-	4,250	-	12,063	4,250	-	41,125	16,313
Other State Revenue	289	5,230	5,230	9,182	9,182	12,350	9,182	19,109	11,970	11,970	21,897	11,970	163,546	35,986
Other Local Revenue	1,087	36,712	12,112	48,953	13,486	26,245	34,879	24,011	3,690	(8,772)	15,586	(7,489)	209,193	8,693
Fundraising & Grants	12,183	12,183	12,183	12,850	12,850	16,616	12,850	12,850	53,523	9,261	21,966	14,484	203,800	-
TOTAL REVENUE	13,559	121,891	97,291	202,147	161,747	177,189	269,773	182,199	254,230	221,841	289,597	204,012	2,329,178	133,701
EXPENSES														
Certificated Salaries	57,569	80,349	84,780	84,780	83,717	83,717	83,717	84,780	84,780	83,717	84,780	83,008	979,692	-
Classified Salaries	4,988	11,042	29,697	30,777	25,350	26,430	25,350	30,777	29,697	26,430	29,697	23,531	295,767	2,000
Employee Benefits	32,906	27,145	32,818	29,534	28,347	28,429	32,836	29,534	29,452	26,995	27,456	18,277	343,882	153
Books & Supplies	1,704	1,704	2,347	1,704	1,704	5,447	1,704	4,687	1,704	2,080	1,704	4,457	30,943	-
Services & Other Operating Expenses	36,532	35,033	40,195	60,857	43,846	76,137	54,095	39,009	70,763	(23,080)	49,071	95,777	614,964	36,728
Capital Outlay & Depreciation	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	41,738	-
Other Outflows	500	495	490	486	481	476	471	466	461	456	452	8,985	14,220	-
TOTAL EXPENSES	137,676	159,246	193,806	211,616	186,921	224,114	201,649	192,732	220,335	120,076	196,637	237,514	2,321,205	38,881
Operating Cash Inflow (Outflow)	(124,117)	(37,355)	(96,514)	(9,469)	(25,175)	(46,925)	68,124	(10,533)	33,895	101,764	92,960	(33,502)	7,973	94,820
Revenues - Prior Year Accruals	205,695	7,402	4,250	-	-	-	-	-	-	-	-	-	-	-
Other Assets	15,805	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed Assets	(146,522)	(146,522)	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	-
Expenses - Prior Year Accruals	(11,980)	(16,150)	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(4,664)	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	-
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loans Payable (Long Term)	297,116	(2,889)	(2,894)	(13,315)	(13,320)	(13,324)	(13,329)	(13,334)	(13,355)	(2,928)	(2,933)	(106,438)	-	-
Ending Cash	440,606	246,238	155,703	137,542	103,671	48,045	107,463	88,220	113,383	216,843	311,493	176,177		

Ross Valley Charter Appendices and
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Ross Valley Charter School
Monthly Cash Forecast
As of Mar FY2020

	2021-22												Forecast	Remaining Balance
	Actuals & Forecast													
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast		
Beginning Cash	176,177	125,112	101,212	18,124	25,700	15,810	(15,391)	71,600	77,431	106,417	202,314	291,704		
REVENUE														
LCFF Entitlement	-	74,783	74,783	144,822	134,609	134,609	229,182	134,609	178,092	189,302	220,272	178,092	1,755,252	62,097
Federal Revenue	-	-	-	-	4,250	-	-	4,250	-	13,438	4,250	-	43,875	17,688
Other State Revenue	299	5,936	5,936	10,446	10,446	14,065	10,446	21,486	11,180	11,180	22,220	11,180	169,219	34,399
Other Local Revenue	1,087	36,712	12,112	48,953	13,486	26,245	34,879	24,011	3,690	(8,772)	15,586	(7,489)	209,193	8,693
Fundraising & Grants	12,580	12,580	12,580	13,247	13,247	17,135	13,247	13,247	55,244	9,541	22,660	14,934	210,240	-
TOTAL REVENUE	13,965	130,011	105,411	217,467	176,037	192,054	287,753	197,603	248,206	214,689	284,988	196,717	2,387,779	122,877
EXPENSES														
Certificated Salaries	57,569	80,349	84,780	84,780	83,717	83,717	83,717	84,780	84,780	83,717	84,780	83,008	979,692	-
Classified Salaries	4,988	11,042	29,492	30,572	25,194	26,274	25,194	30,572	29,492	26,274	29,492	23,408	293,992	2,000
Employee Benefits	33,350	27,212	32,850	29,573	28,393	28,476	32,874	29,573	29,490	27,043	27,497	18,019	346,543	2,192
Books & Supplies	1,588	1,588	2,241	1,588	1,588	5,388	1,588	4,616	1,588	1,971	1,588	4,383	29,715	-
Services & Other Operating Expenses	37,633	35,970	41,148	61,139	44,797	77,162	55,151	39,993	71,631	(22,450)	50,002	97,221	656,706	67,310
Capital Outlay & Depreciation	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	44,863	-
Other Outflows	442	437	432	427	422	417	412	407	402	397	392	387	4,976	-
TOTAL EXPENSES	139,308	160,338	194,681	211,817	187,849	225,171	202,673	193,679	221,122	120,689	197,490	230,165	2,356,485	71,502
Operating Cash Inflow (Outflow)	(125,343)	(30,327)	(89,270)	5,650	(11,812)	(33,118)	85,080	3,924	27,085	94,000	87,498	(33,448)	31,293	51,374
Revenues - Prior Year Accruals	107,846	21,606	4,250	-	-	-	-	-	-	-	-	-	-	-
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed Assets	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739
Expenses - Prior Year Accruals	(21,766)	(17,115)	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(12,597)	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loans Payable (Long Term)	(2,942)	(2,947)	(2,952)	(2,957)	(2,962)	(2,967)	(2,972)	(2,977)	(2,982)	(2,987)	(2,992)	(2,997)		
Ending Cash	125,112	101,212	18,124	25,700	15,810	(15,391)	71,600	77,431	106,417	202,314	291,704	260,143		

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
Monthly Cash Forecast
As of Mar FY2020

	2022-23													Forecast	Remaining Balance
	Actuals & Forecast														
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast			
Beginning Cash	260,143	164,473	138,760	54,502	80,357	71,114	40,669	136,870	143,654	157,913	239,069	314,026			
REVENUE															
LCFF Entitlement	-	76,973	76,973	166,177	138,551	138,551	241,766	138,551	167,216	177,761	209,396	167,216	1,750,352	51,221	
Federal Revenue	-	-	-	-	4,250	-	-	4,250	-	13,875	4,250	-	44,750	18,125	
Other State Revenue	299	6,120	6,120	10,776	10,776	14,619	10,776	22,176	10,776	10,776	22,176	10,776	169,442	33,276	
Other Local Revenue	1,087	36,712	12,112	48,953	13,486	26,245	34,879	24,011	3,690	(8,772)	15,586	(7,489)	209,193	8,693	
Fundraising & Grants	12,580	12,580	12,580	13,247	13,247	17,135	13,247	13,247	55,244	9,541	22,660	14,934	210,240	-	
TOTAL REVENUE	13,965	132,384	107,784	239,153	180,309	196,549	300,668	202,234	236,926	203,182	274,068	185,437	2,383,977	111,315	
EXPENSES															
Certificated Salaries	57,569	80,349	84,780	84,780	83,717	83,717	83,717	84,780	84,780	83,717	84,780	83,008	979,692	-	
Classified Salaries	4,988	11,042	29,492	30,572	25,194	26,274	25,194	30,572	29,492	26,274	29,492	23,408	293,992	2,000	
Employee Benefits	33,697	27,386	33,024	29,746	28,567	28,649	33,047	29,746	29,663	27,216	27,670	18,019	350,784	4,354	
Books & Supplies	1,607	1,607	2,269	1,607	1,607	5,464	1,607	4,680	1,607	1,995	1,607	4,444	30,100	-	
Services & Other Operating Expenses	38,768	36,935	42,125	61,991	45,866	78,288	56,299	41,070	72,522	(21,778)	50,959	98,603	669,056	67,407	
Capital Outlay & Depreciation	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	44,863	-	
Other Outflows	382	377	372	367	362	357	352	347	342	337	332	327	4,257	-	
TOTAL EXPENSES	140,750	161,435	195,801	212,801	189,051	226,487	203,954	194,933	222,145	121,499	198,579	231,547	2,372,743	73,761	
Operating Cash Inflow (Outflow)	(126,784)	(29,051)	(88,017)	26,352	(8,741)	(29,938)	96,713	7,301	14,782	81,683	75,489	(46,110)	11,234	37,554	
Revenues - Prior Year Accruals	97,249	21,378	4,250	-	-	-	-	-	-	-	-	-	-	-	
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fixed Assets	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	
Expenses - Prior Year Accruals	(51,911)	(17,553)	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Summerholdback for Teachers	(12,597)	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Loans Payable (Long Term)	(5,366)	(5,371)	(5,376)	(5,381)	(5,386)	(5,391)	(5,396)	(5,401)	(5,406)	(5,411)	(5,416)	(5,421)	(5,421)	(5,421)	
Ending Cash	164,473	138,760	54,502	80,357	71,114	40,669	136,870	143,654	157,913	239,069	314,026	267,379			

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
Monthly Cash Forecast
As of Mar FY2020

	2023-24													Forecast	Remaining Balance
	Actuals & Forecast														
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast			
Beginning Cash	267,379	158,815	131,504	45,934	53,456	42,736	10,808	97,144	102,397	120,442	205,598	284,275			
REVENUE															
LCFF Entitlement	-	76,873	76,873	148,917	138,372	138,372	233,277	138,372	172,116	182,661	214,296	172,116	1,748,366	56,121	
Federal Revenue	-	-	-	-	4,250	-	-	4,250	-	13,875	4,250	-	44,750	18,125	
Other State Revenue	299	6,120	6,120	10,776	10,776	14,726	10,776	22,176	10,776	10,776	22,176	10,776	169,550	33,276	
Other Local Revenue	1,087	36,712	12,112	48,953	13,486	26,245	34,879	24,011	3,690	(8,772)	15,586	(7,489)	209,193	8,693	
Fundraising & Grants	12,580	12,580	12,580	13,247	13,247	17,135	13,247	13,247	55,244	9,541	22,660	14,934	210,240	-	
TOTAL REVENUE	13,965	132,285	107,685	221,893	180,131	196,478	292,179	202,056	241,826	208,082	278,968	190,337	2,382,099	116,215	
EXPENSES															
Certificated Salaries	57,569	80,349	84,780	84,780	83,717	83,717	83,717	84,780	84,780	83,717	84,780	83,008	979,692	-	
Classified Salaries	4,988	11,042	29,492	30,572	25,194	26,274	25,194	30,572	29,492	26,274	29,492	23,408	293,992	2,000	
Employee Benefits	34,051	27,563	33,200	29,923	28,743	28,826	33,224	29,923	29,840	27,393	27,847	18,019	355,195	6,643	
Books & Supplies	1,626	1,626	2,298	1,626	1,626	5,541	1,626	4,745	1,626	2,020	1,626	4,505	30,492	-	
Services & Other Operating Expenses	39,941	37,929	43,131	62,868	46,968	79,447	57,480	42,180	73,440	(21,081)	51,943	100,019	671,800	57,536	
Capital Outlay & Depreciation	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	41,576	-	
Other Outflows	322	317	312	306	301	296	291	286	281	276	270	599	3,856	-	
TOTAL EXPENSES	141,961	162,290	196,678	213,540	190,014	227,564	204,996	195,950	222,923	122,063	199,423	233,022	2,376,602	66,179	
Operating Cash Inflow (Outflow)	(127,995)	(30,005)	(88,993)	8,353	(9,883)	(31,086)	87,183	6,105	18,903	86,019	79,545	(42,685)	5,496	50,036	
Revenues - Prior Year Accruals	86,047	21,018	4,250	-	-	-	-	-	-	-	-	-	-	-	
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fixed Assets	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	3,465	
Expenses - Prior Year Accruals	(52,057)	(17,504)	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Summerholdback for Teachers	(12,597)	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Loans Payable (Long Term)	(5,426)	(5,431)	(5,436)	(5,442)	(5,447)	(5,452)	(5,457)	(5,462)	(5,467)	(5,472)	(5,478)	(7,364)	-	-	
Ending Cash	158,815	131,504	45,934	53,456	42,736	10,808	97,144	102,397	120,442	205,598	284,275	238,836			

Ross Valley Charter Appendices and
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Ross Valley Charter School
Monthly Cash Forecast
As of Mar FY2020

	2024-25													Forecast	Remaining Balance
	Actuals & Forecast														
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast			
Beginning Cash	238,836	146,714	121,356	40,622	50,099	40,615	9,809	101,198	108,119	128,079	214,877	294,914			
REVENUE															
LCFF Entitlement	-	76,749	76,749	148,693	138,148	138,148	233,053	138,148	171,892	182,437	214,072	171,892	1,745,882	55,897	
Federal Revenue	-	-	-	-	4,250	-	-	4,250	-	13,875	4,250	-	44,750	18,125	
Other State Revenue	299	6,120	6,120	10,776	10,776	14,726	10,776	22,176	10,776	10,776	22,176	10,776	169,550	33,276	
Other Local Revenue	1,087	36,712	12,112	48,953	13,486	26,245	34,879	24,011	3,690	(8,772)	15,586	(7,489)	209,193	8,693	
Fundraising & Grants	12,580	12,580	12,580	13,247	13,247	17,135	13,247	13,247	55,244	9,541	22,660	14,934	210,240	-	
TOTAL REVENUE	13,965	132,161	107,561	221,669	179,907	196,254	291,955	201,832	241,602	207,858	278,744	190,113	2,379,615	115,992	
EXPENSES															
Certificated Salaries	57,569	80,349	84,780	84,780	83,717	83,717	83,717	84,780	84,780	83,717	84,780	83,008	979,692	-	
Classified Salaries	4,988	11,042	29,492	30,572	25,194	26,274	25,194	30,572	29,492	26,274	29,492	23,408	293,992	2,000	
Employee Benefits	33,925	27,256	29,973	29,616	28,924	29,006	29,510	29,616	29,534	27,574	28,028	18,019	350,048	9,067	
Books & Supplies	1,645	1,645	2,328	1,645	1,645	5,619	1,645	4,811	1,645	2,045	1,645	4,568	30,889	-	
Services & Other Operating Expenses	41,152	38,953	44,165	63,772	48,104	80,638	58,694	43,324	74,385	(20,357)	52,955	101,469	684,916	57,662	
Capital Outlay & Depreciation	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	38,280	-	
Other Outflows	325	316	307	298	289	281	272	263	254	245	236	227	3,311	-	
TOTAL EXPENSES	142,794	162,752	194,235	213,874	191,063	228,724	202,221	196,556	223,279	122,687	200,326	233,888	2,381,127	68,729	
Operating Cash Inflow (Outflow)	(128,828)	(30,591)	(86,674)	7,796	(11,156)	(32,469)	89,734	5,276	18,323	85,171	78,418	(43,775)	(1,513)	47,263	
Revenues - Prior Year Accruals	90,947	21,018	4,250	-	-	-	-	-	-	-	-	-	-	-	
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fixed Assets	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	3,190	-	
Expenses - Prior Year Accruals	(42,205)	(17,484)	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Summerholdback for Teachers	(12,597)	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	-	
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Loans Payable (Long Term)	(2,628)	(2,637)	(2,645)	(2,654)	(2,663)	(2,672)	(2,681)	(2,690)	(2,699)	(2,708)	(2,717)	(2,726)	-	-	
Ending Cash	146,714	121,356	40,622	50,099	40,615	9,809	101,198	108,119	128,079	214,877	294,914	252,749			

EXHIBIT “G”

From: [Conn Hickey](#)
To: [SBA Lending](#)
Subject: Re: Paycheck Protection Program Loan Application – Information Request #12494090
Date: Thursday, April 23, 2020 10:27:22 AM

Dear Westamerica

We accept your counter offer.

Conn Hickey
Business Official
Ross Valley Charter

On Sun, Apr 19, 2020 at 9:52 AM SBA Lending <SBA.Lending@westamerica.com> wrote:

We received notification from the Small Business Administration that the SBA CARES Act Paycheck Protection Loan program funding limits were reached on Thursday, April 16, 2020 and they are no longer accepting applications.

Westamerica will continue processing and preparing submitted applications.

In the event the program receives additional funding and program rules and guidance allow us to do so, we will resume submission to the SBA for loan guaranty and approval.

We have received your application for processing and data verification. Your business appears to meet the criteria for a PPP loan, however we need additional information from your business to complete our processing:

Documentation submitted with your application supports a maximum loan amount of:
\$270,653.00.

You may accept this loan amount or you may complete the attached Payroll Calculation Worksheet and return to us with corresponding documentation of 2019 payroll.

- If this loan amount is acceptable to you, please respond to this message stating the reduced loan amount is acceptable. We will proceed with our processing.
- You may complete and submit the attached Payroll Calculation Worksheet which shows your calculations of your original loan request. Respond directly to this message requesting an additional review with the completed worksheet and corresponding documentation of 2019 payroll.

If you would like to submit documents containing non-public information via a secure document portal, please notify us by replying to this email and we will send you a link.

The Paycheck Protection Program is administered by the SBA and is limited to an authorized funding amount as designated by the federal government. The SBA has indicated that loans under the Paycheck Protection Program will be made available on a first come, first served basis. Given the limitations on SBA authorized funding and the significant volume of applications already submitted to Westamerica Bank and other lenders, not every qualified applicant will receive loan proceeds under the program.

Sincerely,

Westamerica Bank

1 (800)848-1088

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of age (provided the applicant has the capacity to enter into a binding contract); color, religion, national origin, sex, marital status; because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning Westamerica Bank is: Federal Reserve Consumer Help Center, PO Box 1200, Minneapolis, MN 55840.

EXHIBIT “H”



**REGULAR MEETING
BOARD OF TRUSTEES
ROSS VALLEY CHARTER SCHOOL**

April 23, 2020 7 p.m.

Ross Valley Charter School 102 Marinda Drive, Fairfax, CA

For Agenda and Supplemental Materials to go:

<https://sites.google.com/a/rossvalleycharter.org/rvc-board-docs/2020-04-23-regular-meeting>

Access to Board Materials: A copy of the written materials which will be submitted to the School Board may be reviewed by any interested persons on The Ross Valley Charter School website listed above, along with this agenda, following the posting of the agenda at least 72 hours in advance of this meeting. Supplemental materials and written reports shall be posted as they become available.

Disability Access: Requests for disability-related modifications or accommodations to participate in this public meeting should be made 24 hours prior to the meeting by calling (415) 534-6970. All efforts will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.

Board Members:

Sharon Sagar, Chair

Amy Gramajo

Kristi Kimball

John Kirk

Cheryl Flick

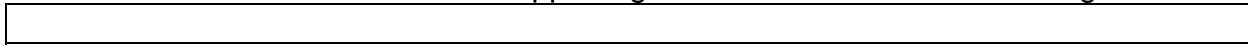
Sonya Stanley

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

The Ross Valley Charter School ("School") welcomes your participation at the School's Board meetings. The purpose of a public meeting of the Board of Trustees ("Board") is to conduct the affairs of the School in public. Your participation assures us of continuing community interest in our School.

A few agendas are available at the meeting (when we return to in-person meetings.) Supplementary materials will not be available in paper form.

When addressing the Board, speakers are requested to state their name and city (however this is not required), adhere to the time limits set forth and respect the Meeting Norms and Procedural Guidelines outlined below in the Section on Communications.



This meeting will be by teleconference pursuant to Executive Orders N-25-20 and N-29-20.

The Board and employees of Ross Valley Charter School shall meet via the Zoom meeting platform. Members of the public who wish to access this Board meeting may do so at <https://us02web.zoom.us/j/9814265913>. You may also call in using the Zoom phone number:

1 669 900 9128 (meeting ID# 981 426 5913).

Members of the public who wish to comment during the Board meeting may use the “raise hand” tool on the Zoom platform. Members of the public calling in will be given the opportunity to address the Board during the meeting. Individual comments will be limited to three (3) minutes. If an interpreter is needed for comments, they will be translated to English and the time limit shall be six (6) minutes. The Board may limit the total time for public comment to a reasonable time. The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board meeting.

I. PRELIMINARY

A. CALL TO ORDER

B. TRUSTEE ROLL CALL

	Present(Remotely)	Absent
Kristi Kimball	_____	_____
John Kirk	_____	_____
Cheryl Flick	_____	_____
Amy Gramajo	_____	_____
Sharon Sagar, Chair	_____	_____
Sonya Stanley	_____	_____

**C. APPROVAL OF AGENDA OF SPECIAL BOARD MEETING OF APRIL 23, 2020.
ROLL CALL VOTE**

II. COMMUNICATION

A. REVIEW of MEETING NORMS

1. Speak respectfully, avoiding blame and inflammatory language and raised voices.
2. Listen respectfully without interrupting.
3. Listen actively and try to understand others’ views.
4. Don’t roll your eyes, make faces or audibly react while someone is speaking.
5. Be concise when it is your turn to speak.
6. Assume others’ good intentions.
7. Keep on the topic under discussion.

8. Politely enforce ground rules.
 9. Remember to mute cell phones.
- B. REVIEW PROCEDURAL GUIDELINES for Public Discussion on Agendized Items
1. Presentation by Staff, Officers or Guest Presenters
 2. Board discussion, questions, clarifications
 3. All Public Comment taken at once. Individuals will be limited to three minutes per speaker unless Board Chair determines that the number of speakers warrants a reduction to a lesser amount of time. The board or Officers will not respond during public comment time. Questions will be noted and answered as outlined in next bullet.
 4. Board or officers attempt to answer questions regarding agendized items. Questions that seek information or clarifications will attempt to be answered. Questions that are deemed to violate meeting norms above or to be argumentative in nature will not be responded to.
 5. Any remaining Board discussion, questions, clarifications, deliberation and motion and vote if appropriate.

C. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA:

No individual comment shall be for more than three (3) minutes (with the exception of translated comments) and the total time for this purpose shall not exceed (15) minutes. The Board may decide to continue this item to the end of the meeting in order to facilitate the scheduled items on the agenda. Ordinarily, Board members will not respond to comments and no action can be taken. However, staff may respond, and the Board may give direction to staff.

D. For Information: School Director

This is a presentation of information and activities that have occurred since the previous Board meeting. These topics are informational only and no action will be taken by the board.

E. For Information: Board/Staff Information Updates

Board and staff present information updates since the previous Board meeting.

III. GENERAL ITEMS

A. ENROLLMENT REPORT AND 2020/21 STAFFING UPDATE

We will review our enrollment numbers and predictions for the upcoming school year, as well as related staffing recommendations.

DISCUSSION/ROLL CALL VOTE

B. LCAP UPDATE

We will discuss any recommended modification to our LCAP plan cycle given the conditions imposed by stay-in-place orders.

DISCUSSION

C. SCHOOL LUNCH PROGRAM

We will discuss potential needed changes to our school lunch program given realities of COVID-19 on costs and lunch service model.

DISCUSSION/ROLL CALL VOTE

D. BUDGET/FUNDRAISING UPDATES

We will be discussing guidance on our 2020-2021 Budget given the expected economic fallout from COVID-19.

DISCUSSION/ROLL CALL VOTE

IV. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The School Director recommends approval of all consent agenda items.

- A. Minutes of March 9 Regular and Special meetings
- B. Minutes of April 2 Special Meeting
- C. Personnel Update

ROLL CALL VOTE INDIVIDUALLY OR COLLECTIVELY

V. FUTURE MEETING NEEDS AND TOPICS – trustee requests of topics for future meetings

VI. MEETING REVIEW AND EVALUATION

A. Quick Evaluation of Meeting to improve process for future meetings

**VII. ADJOURNMENT
ROLL CALL VOTE**



**MINUTES OF THE REGULAR MEETING
BOARD OF TRUSTEES
ROSS VALLEY CHARTER SCHOOL**

**Ross Valley Charter School 102 Marinda Drive, Fairfax CA
For Agenda and Supplemental Materials go to:**

<https://sites.google.com/a/rossvalleycharter.org/rvc-board-docs/2020-04-23-regular-meeting>

April 23, 2020 7:06 P.M. via Zoom video conference

Board Members:

- Sharon Sagar, Chair**
- Amy Gramajo**
- Kristi Kimball**
- John Kirk**
- Cheryl Flick**
- Sonya Stanley**

I. PRELIMINARY

A. CALL TO ORDER

B. TRUSTEE ROLL CALL

	Present	Absent
Kristi Kimball	-	<u> X </u>
Amy Gramajo	<u> X </u>	<u> </u>
John Kirk	<u> X </u>	<u> </u>
Cheryl Flick	<u> X </u>	<u> </u>
Sharon Sagar, Chair	<u> X </u>	<u> </u>
Sonya Stanley	<u> X </u>	<u> </u>

C. APPROVAL OF AGENDA OF REGULAR BOARD MEETING OF April 23, 2020.

Approval of the Agenda was duly moved, seconded and approved by roll call vote 5-0-1.

II. COMMUNICATION

C. No public comment on items not on the agenda.

D. School Director Update

- Shared distance learning K/1 survey with teachers. Broad range of family needs.
- Finished interviews for K/1 and 2/3 teachers. Offered positions to two candidates.
- Looking at LCAP data for next board meeting.

- Many holes in county/state/federal support for struggling families. Focusing on food and housing security and tech access.
- Sharing FSACC fundraiser. Children’s Center served 144 meals yesterday. Working with Marilyn, Jen and Torri.

E. Board/Staff Update

- Teachers are finding a better rhythm with distance learning. More face-to-face interacting.
- Not hearing from some kids. Teachers, Torri and Marilyn following up with these families by phone, online meetings, mailings, and school work deliveries as needed.
- Parents working on 5th grade graduation ceremony.
- Working on ways to get work out to families.
- Ms. Sagar call with superintendents today re kids dropping off in current climate.
- ADA construction project: may need to look for another funder. Continuing with plans and permits while waiting.

III. **GENERAL ITEMS**

A. ENROLLMENT REPORT AND 2020/21 STAFFING UPDATE– see chart

- 192 currently enrolled.
- 69 newly enrolled for next year.
- Projecting 212 students.
- Class loading scenarios for 2020/21: Nine non-standard class configuration (see tables).
- Based on 94% enrollment assumption.
- Nine non-standard keeps TK/K/1 classes smaller. All teachers roll up after one year.
- Using assistants and rearranging student numbers to more effectively teach math.

No public comment.

B. LCAP UPDATE

- LCAP plan: normally finalizing in June. Splitting into two-week process. New template due July 1st and actual LCAP due in December.
- Will look at data and results in May meeting.

No public comment

C. SCHOOL LUNCH PROGRAM

- Due to pandemic climate, not sensible to continue a la carte serving. Looking into sealed meals.
- National school lunch program is not a great subsidy.
- We’ll likely have more families eligible for FRPL and need to address cost.

Ross Valley Charter Appendices and
Supporting Documents

- Working with Good Earth. Jen Wolf is looking into other vendors.
- We cut food costs in half this year.
- Option: volunteers pre-pack lunches?

No public comment

D. BUDGET/FUNDRAISING UPDATES (see budget draft and assumptions)

- 2020/21 budget guidance given expected economic fallout from COVID-19
- See four-year budget assumptions.
- Finance committee met yesterday
- Edtec recommends assuming state LCFF COLA reduction by 5%.
- Possible extension of ADA project timeline.
- CARES Act money comes in next year.
- \$50K surplus
- \$270 PPP loan/grant with reserve helps balance for three years.
- Focus on petition/renewal process
- Fundraising numbers reflect what we've collected, assuming not much more.
- Fundraising committee meeting April 30th.
- Auction is going well. Sharon sharing with alumni.
- Shifting family giving asks to community support and thank you messaging.
- Adjusting family giving ask to \$850/child next year.

No public comment

Authorization of the Board Chair or School Director to execute a Small Business Administration Payroll Protection Loan Agreement with Westamerica Bank for up to \$290,000, as soon as available, was duly moved, seconded and approved by roll call vote, 5-0-1.

IV. CONSENT AGENDA ITEMS

- A. Minutes of March 9 Regular and Special (embedded) meetings
- B. Minutes of April 2 Special Meeting
- C. Personnel Update: None

Approval of March 9th Regular and Special Meeting minutes was duly moved, seconded and approved by roll call vote 4-0-2 (Ms. Kimball and Ms. Gramajo absent from 3/9/20 meeting)

Approval of April 2nd Special Meeting minutes was duly moved, seconded and approved by roll call vote 5-0-1 (Ms. Kimball absent portion of 4/2/20 meeting)

V. FUTURE MEETING NEEDS AND TOPICS

- Next year's plan and precautions
- LCAP data
- Charter renewal

VI. MEETING REVIEW AND EVALUATION

- Good to “see” everyone, and kids.
- Mr. Hickey purchased Zoom license for school account. Free during health crisis only.
- Include board meeting link in school newsletter going forward.

Meeting adjourned 8:29 P.M.

EXHIBIT “I”

From: [Luke Duchene](#)
To: [Sharon Sagar](#); [Conn Hickey](#)
Subject: Fwd: Westamerica Bank has sent you the document "12494090" to sign
Date: Friday, May 8, 2020 8:49:41 AM

Luke Duchene
Director
Ross Valley Charter

mobile: 760-487-8618
office: 415-534-6970
(sent via mobile device)

CONFIDENTIAL INFORMATION:

This email is for the sole use of the designated recipient(s) with a legitimate interest and may contain legally confidential information protected by the Family Education Act (FERPA) 20 USC 1232g. Any unauthorized review, use, distribution or disclosure is strictly prohibited. If you are not the intended recipient, please contact the sender by reply mail and destroy all copies of the original message. This email cannot be produced for a records request.

----- Forwarded message -----

From: Westamerica Bank <documents@rightsignature.com>
Date: Fri, May 8, 2020, 8:46 AM
Subject: Westamerica Bank has sent you the document '12494090' to sign
To: <luke.duchene@rossvalleycharter.org>

Thank you for applying for the SBA CARES Act Paycheck Protection Program. Your loan documents are now prepared and must be electronically signed by all principals within the company.

Once documents have been signed and returned electronically, loan funding generally occurs within one business day. The loan proceeds will be deposited directly into your Westamerica Bank business checking account.

Please do not respond to this message. This account is used for notifications only and it is not monitored. Send all correspondence to sba.lending@westamerica.com.



12494090 (12494090.pdf)
Reference #: 05adc2bf-94bc-4859-83df-dfa0a0b36c38
Status: Pending
Expires: 05/13/2020 11:46
Sender: Westamerica Bank

To review the document and sign with an electronic signature, follow this link:

WAB Loan #7415009229
GP Loan #6170517201

U.S. Small Business Administration
PAYCHECK PROTECTION PROGRAM
NOTE

Borrower's Tax ID # (EIN/SSN)	471755679
Loan Date	May 07, 2020
Loan Amount	\$270,653.00
Interest Rate	1.00%
Borrower (Name/Address/City/ST/ZIP)	ROSS VALLEY CHARTER SCHOOL 25 DEER PARK LANE FAIRFAX, CALIFORNIA 94930

Words or phrases preceded by a checkbox () will apply only if the checkbox is marked ().

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of two hundred seventy thousand six hundred fifty-three 00/100 dollars interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

"Loan" means the loan evidenced by this Note.

"Loan Documents" means the documents related to this Loan signed by Borrower.

"SBA" means the Small Business Administration, an Agency of the United States of America.

"CARES Act" means the federal Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136).

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

A. The term of this Loan shall be two (2) years from the Loan Date. This Loan shall mature on May 07, 2022 ("Maturity Date").

B. The Loan shall be payable monthly. The first six monthly payments are deferred.

C. Interest will accrue from the date of Loan (including during the deferral period) at the Interest Rate set forth above.

D. Payments will be required beginning December 07, 2020.

Your monthly payments will be an amount equal to all accrued but unpaid interest on that portion of the then-outstanding principal balance of the Loan (i.e., any portion of the Loan that has not been forgiven as described in Section 10), with the entire outstanding principal balance and all accrued but unpaid interest due and payable on the Maturity Date.

Your monthly payments will be an amount equal to the amount necessary to fully amortize the then-outstanding principal balance of the Loan (i.e., any portion of the Loan Amount that has not been forgiven as described in Section 10) at the Interest Rate specified above by the Maturity Date, with the entire outstanding principal balance and all accrued but unpaid interest due and payable on the Maturity Date.

E. There are no prepayment penalties for the Loan. Borrower may repay all or a portion of this Loan at any time without penalty.

F. The proceeds of the Loan shall be used for the following purposes only:

(i) payroll costs (as defined in the CARES Act, and in Section 2.f of the SBA *Interim Final Rule* dated April 2, 2020);

(ii) costs related to the continuation of group health care benefits during periods of paid sick, medical, or family leave, and insurance premiums;

(iii) mortgage interest payments (but not mortgage prepayments or principal payments);

(iv) rent payments;

(v) utility payments;

(vi) interest payments on any other debt obligations that were incurred before February 15, 2020; and/or

(vii) refinancing an SBA Economic Injury Disaster Loan (EIDL) made between January 31, 2020 and April 3, 2020, under the conditions as specified in Section 2.r.vii of the SBA *Interim Final Rule* dated April 2, 2020.

4. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;
- C. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- D. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- E. Fails to pay any taxes when due;
- F. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- G. Has a receiver or liquidator appointed for any part of their business or property;
- H. Makes an assignment for the benefit of creditors;
- I. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- J. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- K. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower; or
- C. File suit and obtain judgment.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Incur expenses to collect amounts due under this Note or enforce the terms of this Note or any other Loan Document, including reasonable attorneys' fees and costs. If Lender incurs such expenses, it may demand immediate payment from Borrower or add the expenses to the principal balance; and
- B. Release anyone obligated to pay this Note.

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law or deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower includes its successors, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents.
- D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
- E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
- F. If any part of this Note is unenforceable, all other parts remain in effect.
- G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor.

10. LOAN FORGIVENESS:

Pursuant to Section 1106 of the federal Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), the following provisions shall apply to the Loan:

- A. The Loan is subject to the limited loan forgiveness provisions of Section 1106 of the CARES Act, and the SBA Interim Final Rule dated April 2, 2020.

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- B. The amount of loan forgiveness is determined by and is subject to the sole approval of the SBA
- C. Limited loan forgiveness is provided for amounts spent on payroll costs, rent and utilities payments, and interest payments on mortgages for Borrowers that apply. No more than 25.0% of the amount forgiven may be for costs other than payroll costs.
- D. The amount of loan forgiveness will be reduced if Borrower reduces the number of their employees (layoffs).
- E. Borrower is eligible for debt forgiveness on a covered loan in an amount equal to the following payments made during the 8-week period beginning on the Loan Date ("covered period"):
 - (i) payroll costs;
 - (ii) interest payments on mortgage obligations (excluding principal and prepaid principal);
 - (iii) rent; and
 - (iv) utility payments.
- F. The amount of forgiveness cannot exceed the principal balance of the Loan.
- G. Cancelled indebtedness will not be included in the Borrower's taxable income.
- H. To receive loan forgiveness, Borrower must apply for Debt Forgiveness through Lender. The Borrower must submit to the Lender servicing the loan an application, which must include documents verifying the number of full-time employees and the pay rates for the period described, including payroll tax filings to the IRS and State, income, payroll, and unemployment insurance filings, cancelled checks, payment receipts, transcript of accounts, or other documents verifying payments on covered mortgage loan obligations, lease obligations and utility payments, plus any other documentation the SBA deems necessary.
- I. ***There will be no loan forgiveness without Borrower's submission of the proper application and documentation to Lender.***

11. **BORROWER'S NAME(S) AND SIGNATURE(S):**

By signing below, each individual or entity becomes obligated under this Note as Borrower.

Borrower: ROSS VALLEY CHARTER SCHOOL

By X Luke Duchene
Luke Duchene

By X _____

By X _____

By X _____

By X _____

By X _____

**PAYCHECK PROTECTION PROGRAM
CORPORATE RESOLUTION TO BORROW**

Borrower: ROSS VALLEY CHARTER SCHOOL
25 DEER PARK LANE

FAIRFAX, CALIFORNIA 94930

Lender: Westamerica Bank
Fairfield Credit Administration
4550 Mangels Boulevard
PO Box 1200 MAC A-1B
Suisun, CA 94585

THE UNDERSIGNED, CERTIFY THAT:

The complete and correct name of the Corporation is ROSS VALLEY CHARTER SCHOOL ("Corporation"). The Corporation is at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 25 DEER PARK LANE FAIRFAX, CALIFORNIA 94930. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on 04-23-2020, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolution set forth in this Resolution were adopted.

The authorized person(s) listed below may enter into the Paycheck Protection Program Agreement and the agreement will bind the Corporation. Specifically, but without limitation, such authorized person(s) are authorized, empowered and directed to do the following for and on behalf of the Corporation:

Borrow Money. To borrow, from Lender on such terms of the Paycheck Protection Program Note between the Corporation and Lender, such sum of money borrowed; not to exceed the amount of two hundred seventy thousand six hundred fifty-three 00/100 dollars(\$270,653.00).

Execute Note. To execute and deliver to Lender the Paycheck Protection Program note.

The officers named below are duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

PAYCHECK PROTECTION PROGRAM CORPORATE RESOLUTION TO BORROW (Continued)

The following named persons are authorized officers of ROSS VALLEY CHARTER SCHOOL:

Table with 3 columns: NAMES, TITLES, ACTUAL SIGNATURES. Row 1: Luke Duchene, School Director, President, X Luke Duchene. Rows 2-6: blank lines with X in the signature column.

We attest that the signatures set opposite the names listed above are their genuine signatures.

We each personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct.

This Corporate Resolution to Borrow is dated 04-23-2020.

CERTIFIED TO AND ATTESTED BY AUTHORIZED OFFICERS:

Table for certification with 2 columns: Signature/Name, Title. Row 1: X Luke Duchene, Title: School Director, President. Rows 2-6: X, Title: blank.

DISBURSEMENT REQUEST AND AUTHORIZATION

Borrower: ROSS VALLEY CHARTER SCHOOL

Lender: Westamerica Bank
Fairfield Credit Administration
4550 Mangels Boulevard
PO Box 1200 MAC A-1B
Suisun, CA 94585

LOAN TYPE: This is a Fixed Rate (1.000%) Paycheck Protection Program Loan for \$270,653.00 due on demand and, if no demand, on May 07, 2022.

PRIMARY PURPOSE OF LOAN: The primary purpose of this loan is for:

- (i) payroll costs (as defined in the CARES Act, and in Section 2.f of the SBA Interim Final Rule dated April 2, 2020);
(ii) costs related to the continuation of group health care benefits during periods of paid sick, medical, or family leave, and insurance premiums;
(iii) mortgage interest payments (but not mortgage prepayments or principal payments);
(iv) rent payments;
(v) utility payments;
(vi) interest payments on any other debt obligations that were incurred before February 15, 2020; and/or
(vii) refinancing an SBA Economic Injury Disaster Loan (EIDL) made between January 31, 2020 and April 3, 2020, under the conditions as specified in Section 2.r.vii of the SBA Interim Final Rule dated April 2, 2020.

DISBURSEMENT INSTRUCTIONS: Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds as follows:

Amount paid to Borrower directly: \$270,653.00
Westamerica Bank Business Checking Account #
Note Principal: \$270,653.00

BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT. THIS AUTHORIZATION IS DATED MAY 07, 2020.

BORROWER: ROSS VALLEY CHARTER SCHOOL

By X Luke Duchene
Luke Duchene

By X

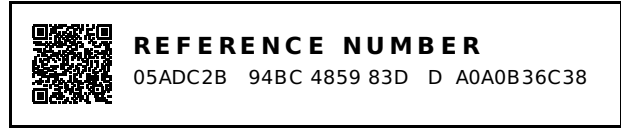
By X

By X

By X


By X

RIX
RightSignature
SIGNATURE CERTIFICATE



TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 05ADC2BF-94BC-4859-83DF-DFA0A0B36C38 Transaction Type Signature Request Sent At 05/08/2020 11:46 EDT Executed At 05/08/2020 13:47 EDT Identity Method email Distribution Method email Signed Checksum e a e8 b ace0 5bebbaa e 9 00 d b eaa b acb a 85ed Signer Sequencing D signed Document Passcode D signed	Document Name 12494090 Filename 12494090.pdf Pages 13 pages Content Type application/pdf File Size 606 KB Original Checksum 5 e e5dd80eea 50 5 d e5ea a5 8 b0 5 d 5 8 0d 5e 8

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Luke Duchene Email luke.duchene@rossvalleycharter.org Components 20	Status signed Multi-factor Digital Fingerprint Checksum 58b 8 8 d bb 50a d 0d80a a d c5 50 b e eedc e0 de a0 IP Address 76.253.15.214 Device Safari on a Mac Typed Signature  Signature Reference ID 2FA67879	Viewed At 05/08/2020 13:28 EDT Identity Authenticated At 05/08/2020 13:47 EDT Signed At 05/08/2020 13:47 EDT

AUDITS

TIMESTAMP	AUDIT
05/08/2020 13:47 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) signed the document on Safari on a Mac from 76.253.15.214
05/08/2020 13:47 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) authenticated via email on Safari on a Mac from 76.253.15.214
05/08/2020 13:28 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) viewed the document on Safari on a Mac from 76.253.15.214
05/08/2020 13:26 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) viewed the document on Chrome Mobile on a Android from 209.107.188.68
05/08/2020 12:49 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) viewed the document on Microsoft Edge on a Windows from 108.88.230.29
05/08/2020 12:06 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) viewed the document on Chrome Mobile on a Android from 209.107.188.68
05/08/2020 11:46 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) was emailed a link to sign
05/08/2020 11:46 EDT	Westamerica Bank (sba.endng2@westamerica.com) created document 12494090.pdf on Chrome on a Windows from 64.168.94.26

EXHIBIT “J”

From: [Westamerica Bank](#)
To: conn.hickey@rossvalleycharter.org
Subject: Paycheck Protection Program Loan Forgiveness Information
Date: Wednesday, May 13, 2020 11:11:25 AM



Paycheck Protection Program

Loan Forgiveness Information

Westamerica is pleased to have funded an SBA Paycheck Protection Program Loan for your business. Many customers have questions about loan forgiveness, so here are several critical points you should consider now that your loan has been disbursed.

Paycheck Protection Program loan amounts may be forgiven if in the eight weeks following the loan disbursement date you use the proceeds for eligible business expenses, including:

- Payroll Costs, including benefits;
- Interest on mortgage obligations, incurred before February 15, 2020;
- Rent, under lease agreements in force before February 15, 2020; and
- Utilities, for which service began before February 15, 2020.

Loan forgiveness is not automatic. You must submit a request to Westamerica Bank with documentation to verify loan proceeds were used for payroll and mortgage/rent and utilities during the eight week period after your loan funding.

When it's time to apply for loan forgiveness, you will need documentation to verify you spent your loan proceeds on the eligible categories. Make sure you are prepared to provide the following for certification:

- Documents verifying the number of full-time equivalent employees and pay rates.
- Documents showing payments of eligible mortgage interest, rent, and utilities.

We will be providing additional information about how to request loan forgiveness as SBA guidance is issued, so please be sure to check your email for messages sent from

SBA.Lending@westamerica.com. For detailed information on the Paycheck Protection Program, visit www.sba.gov.

Sincerely,

Westamerica Bank
1 (800) 848-1088





Our mailing address is:

Westamerica Bank
PO Box 1200
Suisun City, CA 94585

You are receiving this message because you completed a loan application on www.westamerica.com.
Want to change how you receive these emails? You can [update your preferences](#) or [unsubscribe from this list](#).

Please do not reply to this message. This account is used for notifications only and it is not monitored. If you would like to contact Westamerica, please call 1-800-848-1088.

Westamerica respects your privacy. For a complete description of our privacy policy, go to www.westamerica.com.

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This email was sent to conn.hickey@rossvalleycharter.org
[why did I get this?](#) [unsubscribe from this list](#) [update subscription preferences](#)
Westamerica Bank · 4550 Mangels Boulevard · A2H · Fairfield, CA 94534 · USA

EXHIBIT “K”



**RESOLUTION OF THE BOARD OF TRUSTEES
Ross Valley Charter School
A California Public Benefit Corporation**

Board Resolution #2020-05-14

ACCEPTANCE OF PAYCHECK PROTECTION PROGRAM LOAN

WHEREAS, Ross Valley Charter School (“RVC”) is a 501(c)(3) non-profit organization with fewer than 500 employees; and

WHEREAS, RVC received on May 8, 2020 a loan from the Small Business Administration (“SBA”) Paycheck Protection Program (“PPP loan”) in the amount of \$280,563 through Westamerica Bank; and

WHEREAS, applicants for PPP loans must certify to the following statements:

- *The Applicant was in operation on February 15, 2020 and had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC.*
- *Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.*
- *The funds will be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments, as specified under the Paycheck Protection Program Rule; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.*
- *The Applicant will provide to the Lender documentation verifying the number of full-time equivalent employees on the Applicant’s payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight-week period following this loan.*
- *I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight-week period following this loan.*
- *I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities, and not more than 25% of the forgiven amount may be for non-payroll costs.*
- *During the period beginning on February 15, 2020 and ending on December 31, 2020, the Applicant has not and will not receive another loan under the Paycheck Protection Program.*
- *I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001*

and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.

- *I acknowledge that the lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews; and*

WHEREAS, on April 23, 2020 the SBA provided, and has subsequently amended, a document titled "Paycheck Protection Program Loans Frequently Asked Questions (FAQs)" (the "Guidance") regarding whether "businesses owned by large companies with adequate sources of liquidity to support the business's ongoing operations qualify for a PPP loan;" and

WHEREAS, the Guidance advises that "all borrowers must assess their economic need for a PPP loan under the standard established by the CARES Act and the PPP regulations at the time of the loan application" and "[a]lthough the CARES Act suspends the ordinary requirement that borrowers must be unable to obtain credit elsewhere (as defined in section 3(h) of the Small Business Act), borrowers still must certify in good faith that their PPP loan request is necessary"; and

WHEREAS, the Guidance advises that applicants pay particular attention to the certification in the PPP loan application regarding "current economic uncertainty" as follows:

- *Specifically, before submitting a PPP application, all borrowers should review carefully the required certification that "[c]urrent economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant." Borrowers must make this certification in good faith, taking into account their current business activity and their ability to access other sources of liquidity sufficient to support their ongoing operations in a manner that is not significantly detrimental to the business.*

WHEREAS, the SBA Guidance also states that there is a safe-harbor available if an applicant repays the loan funds before May 7, as follows:

- *Any borrower that applied for a PPP loan prior to the issuance of this guidance and repays the loan in full by May 7, 2020 will be deemed by SBA to have made the required certification in good faith; and*

WHEREAS, SBA has amended the Guidance to extend this safe harbor period to May 14, as follows:

- *SBA is extending the repayment date for this safe harbor to May 14, 2020. Borrowers do not need to apply for this extension; and*

WHEREAS, SBA has amended the Guidance on May 13, 2020 to clarify the good-faith certification, as follows:

- *SBA, in consultation with the Department of the Treasury, has determined that the following safe harbor will apply to SBA’s review of PPP loans with respect to this issue: Any borrower that, together with its affiliates, received PPP loans with an original principal amount of less than \$2 million will be deemed to have made the required certification concerning the necessity of the loan request in good faith, and*

WHEREAS, notwithstanding the updated guidance from the SBA indicating that the “current economic uncertainty” certification is deemed to be made in good faith for all loans below \$2M, RVC meets the requirement that “[c]urrent economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant” because it faces substantial financial risk due to COVID-19, including but not limited to:

- Preparation for cash deferrals in state funding: The Fiscal Crisis and Management Assistance Team (“FCMAT”) is projecting that, due the COVID-19 pandemic, the State is likely, starting in June 2020 and potentially in May 2020, to implement cash deferrals as it did in the last recession.¹ In the event that the State were to defer May and June payments, RVC would need to cover \$347,000 of cash outlays, which would deplete the organization’s cash reserves which as of May 13, 2020 were \$125.215;
- Unlike school districts, RVC does not have access to county treasurer Tax Revenue Anticipation Notes, at very low interest rates, or the authorization to propose a parcel tax to increase revenue.
- Ross Valley Charter (RVC) has no current lines of credit. This school year, 2019-2020, is its first year of self-sustaining operations, and therefore given the increasing likelihood of a severe, multi-year deep recession or depression forecasted by FCMAT, with uncertain future state funding and enrollment, it is *highly unlikely* that any commercial bank is going to provide loans in a timely fashion that are of sufficient size to support ongoing operations.
- RVC’s only other option for working capital would be receivables sale (“factoring loans”). During the last recession, factoring loans made available to charter schools, but they were at fees that were large enough, sometimes 100% annualized, to be significantly detrimental to their borrowers’ businesses. As the recession deepens, and lending risks increase, these very high rates are likely to increase. If such a situation were to occur RVC would need to keep buying new factored loans on future state revenue as current state revenue is used to pay off previous factored loans, driving RVC deeper and deeper into the red to pay the fees that apply to each loan. This inevitably has a significantly detrimental effect on the RVC’s educational operations. In addition, these institutions could go bankrupt themselves which would like result in a permanent loss of access to RVS’s own receivables that were the collateral for these loans.
- Unlike district schools in Marin, RVC has no access to parcel taxes. For example, RVC is located in the Ross Valley Elementary School District, which has a parcel tax that brings in an excess of \$2,000 per student. If RVC had the same per-student

¹ FCMAT Fiscal Alert, April 2020, “Effective Cash Management During Uncertain Times”

additional parcel tax revenue, that would mean more than \$400,000 in additional revenue every year. Most Marin district schools have similar or larger per pupil parcel tax revenues.

- RVC has no access to facilities bond revenues which districts in Marin use to fund their facilities.
- If district schools face bankruptcy, they are supported by state and county resources. If charter schools face insolvency, they are closed. This is an important factor in RVC not having access to private lending facilities during a severe recession when state revenues are falling.

WHEREAS, RVC has worked tirelessly with its back-office provider over the COVID-19 crisis to conduct a detailed cash flow projection for the next several months and into the 2020-21 school year that validates the assertions made above and specifically the borrowing need given the rapid decline in non-state revenues in 2019-20; and

WHEREAS, RVC was in operation on February 15, 2020 and had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC; and

WHEREAS, the Board of Trustees has determined in good faith that the current economic uncertainty makes the federal Paycheck Protection Program loan necessary to support the ongoing operations of RVC; and

WHEREAS, the funds will be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments as specified under the Paycheck Protection Program Rule; and

WHEREAS, other revenue received during the months of May, June and July will be used for other purposes and to replenish RVC reserves; and

WHEREAS, RVC will provide to Westamerica Bank documentation verifying the number of full-time equivalent employees on the RVC's payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight-week period following this loan; and

WHEREAS, RVC understands that loan forgiveness is expected to be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities, and not more than 25% of the forgiven amount may be for non-payroll costs; and

WHEREAS, RVC understands that during the period beginning on February 15, 2020 and ending on December 31, 2020, it has not and will not receive another loan under the Paycheck Protection Program; and

WHEREAS, RVC staff has certified that the information provided in its application and the information provided in all supporting documents and forms is true and accurate in all material respects; and

WHEREAS, RVC has taken into account its current business activity and its ability to access other sources of liquidity sufficient to support our ongoing operations in a manner that is not significantly detrimental to the business; now, therefore, be it

Resolved by the Board of Trustees of Ross Valley Charter School, That Ross Valley Charter School meets all requirements of the PPP certifications; and be it further

Resolved by the Board of Trustees of Ross Valley Charter School, That Ross Valley Charter School has been properly awarded \$270,653 in the PPP loan; and be it further

Resolved by the Board of Trustees of Ross Valley Charter School, that RVC shall not return the funds awarded through the PPP loan prior to May 14, 2020; and be it further

Resolved by the Board of Trustees of Ross Valley Charter School, That the funds awarded through the PPP loan are hereby authorized to be used in a manner consistent with the terms of the Paycheck Protection Program Rules;

And be it further resolved that Luke Duchene, School Director, was authorized at the April 23, 2020 board meeting to enter into the Paycheck Protection Program Agreement and the agreement will bind the Corporation. Specifically, but without limitation, such authorized person(s) are authorized, empowered and directed to do the following for and on behalf of the Corporation:

- **Borrow Money.** To borrow, from Westamerica Bank (Lender) on such terms of the Paycheck Protection Program Note between the Corporation and Lender, such sum of money borrowed; not to exceed the amount of two hundred seventy thousand six hundred fifty-three 00/100 dollars(\$270,653.00).
- **Execute Note.** To execute and deliver to Lender the Paycheck Protection Program note.

Luke Duchene, School Director and President, is duly elected, appointed, or employed by or for the Corporation. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

Further resolved by the Board of Trustees of Ross Valley Charter School, that the School Director of Ross Valley Charter School is hereby instructed to further review guidance relating to the PPP as it is released by the SBA and is hereby authorized to take appropriate steps, including the return of the funds, if changes to the Guidelines cause Ross Valley Charter School to no longer meet the program requirements.

* * *

IN WITNESS WHEREOF, the Board of Trustees has adopted the above resolution by the following vote at a regular Board meeting this 14th day of May 2020.

AYES:

NOS:

ABSTENTIONS:

By: _____
_____, Secretary
Ross Valley Charter School

EXHIBIT “L”

May 20 email to RVC Families

Further Explanation of RVC's Acceptance of the PPP Loan

RVC Families,

I informed our school community on Sunday that we qualified for and accepted a PPP loan (which was part of the CARES Act stimulus bill). Our acceptance of this loan was not a decision we took lightly. I want to walk you through our process that led us to taking this loan.

Our board chose to pursue a PPP loan as we saw how dire this situation was for our school if we did not have access to funding to deal with the impact of this economic crisis. In the first round of funding we did not get a loan offer (the funding ran out), but in the second round we did. Before committing to signing the loan documents we consulted with our bank, outside lenders, and our lawyers about this loan and how it applies to our school specifically. I shared the news with our State Oversight in the California Department of Education, and they took no issue with us accepting the loan.

But, some have taken issue with our school's decision to accept this loan. Further, there is an organized group who used to post negative comments about our school on social media (in past years), which all but disappeared over the last year. This group seems to have reconstituted and started posting on Facebook and Next Door two days ago stating that we should not have taken this loan.

Many of the posts seem to compare our situation to that of other local districts. They are not the same, for reasons outlined below.

What did we consider as part of our decision to accept this loan?

- Three weeks ago, our state financial regulator directed all public schools to create additional, emergency cash reserves, to protect against state deferrals of our revenue, which the Governor just announced will start next month, and which in the last recession grew in length to 5 full months of deferrals.
- Charter schools are public schools which operate as non-profit organizations, and are therefore qualified to apply and receive funding through the PPP.
- If charter schools run out of money, they close. If school districts run out of money, they still remain open.
- Charter schools have expenses that district schools don't have, like paying monthly rent (for us this amounts to almost \$200,000 per year).
- Parcel taxes in our community do not include our school (they could have, but we were not written into the parcel tax), so we don't receive those funds (even though our families pay the tax). In RVSD, that amounts to approximately \$2,040 per student annually. If RVC received that amount per local student, it would amount to \$270,000 every year, the exact amount of our one-time loan.
- RVC, like many non-profit organizations, applied for and received the PPP. We have continued to pay all our employees, including aides, enrichment teachers, and aftercare workers, through the end of the school year.
- Our government funding already doesn't cover all of our bills. That is why we fundraise. Our fundraising effectively stopped on March 15 when the shelter-in-place order went into effect, which leads to a loss of about \$30,000 in funding.
- RVC is in its third school year, and we have been working to build our reserves to be prepared for challenging financial times. Before this crisis hit we were doing fine with about 45 days of cash on hand.
- The next several years are going to be painful for all public schools. One of the typical things that the state does to weather situations like this is to defer its monthly payments to schools. The Governor has already announced that payments normally made in June will not be paid in July and this is just the beginning. We need to ensure that our school is well-positioned, with healthy

reserves, to weather these deferrals, which in the last recession grew in length to five full months of deferrals. Without a loan, we will not be able to make payroll when the deferrals exceed 45 days.

- These deferrals for other local public Marin Schools (non-charter) are managed by getting low interest TRAN loans from the County Treasurer. Unfortunately, charter schools may not access these low interest loans. If we could, then we would not have to be as concerned about these deferrals that are coming.
- We are a small, not-for-profit business, and we are exactly the kind of operation that these loans were meant to help keep in business and pay their employees in times of cash shortages. There is still money available for those who are applying for these loans. We wish for all businesses, and not-for-profits, that need these funds to get them. I know many local businesses did in fact get this loan, as well as non-profits (like St. Rita's Church).

Regarding what is happening on social media, I myself have a policy of not posting or responding on social media to any of the claims 'stand' has made about our school in the past (I don't have a Facebook, Next Door, or Instagram account which helps). I did go against this policy (using Lauren's account, but making it clear that it was me posting) to stick up for our school (especially when they attacked our diversity and made up false claims about how we serve kids, including incorrect data about our test scores). I then stepped out of the conversation, but I have heard that they are continuing, and trying to expand their reach. My advice is to not engage in commenting on this online. It only makes them post more. If you do post, please take the high road and model civil discourse (even when others aren't). As a note, no one from this organization has reached out to our school to understand our circumstance for taking the loan, which they could have easily done.

I know this is already a stressful time, and we had hoped that taking this loan would allow us to have less stress about our immediate and nearterm survivability. But, I do acknowledge that some of you have valid questions about our decision and I hope that there is some deeper understanding of our circumstances and why we chose to accept this loan.

Please, if you have questions, comments, or concerns, reach out to me, or our board chair, Sharon Sagar (sharon.sagar@rossvalleycharter.org).

In Community,

Luke

EXHIBIT “M”

May 17 email to Parents
Our Finances - Weathering the Storm

As a public school, we are funded mainly by the State of California, with some additional money coming from the Federal Government and our Family Giving Campaign (and other smaller fundraisers).

Our first two years (as is the case for most startups) were tight financially. As we entered into this third year we were on solid ground with a decent (and growing) financial reserve.

As is the case for nearly every person, family, and institution, our financial picture changed with the realities of COVID-19, and has brought great uncertainty about the present and future.

With memories of the Great Recession with deep budget cuts and delayed funding to schools (school funding had officially "recovered" from the cuts of 11 years ago this past year), our board, business official (Conn Hickey), and I sprang into action to shore up our finances and plan for the future.

Our first step was to revise our budget to expect drastic spending cuts. Not only are funding cuts looming in the future, we have lost out on about \$30,000 in Family Giving (that normally comes in at the end of the school year). As a Charter School we, unfortunately, do not have access to financial tools available to districts that allow them to keep paying bills even when they have not received funding from the State. This is also a very difficult time to secure any loans. Our reserves were no longer enough to weather the storm. We were looking at the possibility of immediate cuts to deal with this reality.

With deeper need realized, our board authorized us to look into approval for a Payroll Protection (PPP) Loan (authorized by the CARES Act). We were pleased to find that (as a non-profit) we qualified for this program, and two weeks ago we were approved for a loan. Last week we accepted the loan.

This has been a big relief. While we still have anxiety about the future (as we all do), we have less stress about the present and can better prepare for what's to come.

In Community

Luke

EXHIBIT “N”

Ross Valley Charter Appendices and
Supporting Documents

accs-feb21item03
Attachment 7
Page 262 of 543

From: [SBEOVERSIGHT](#)
To: [Matthew Huddleston](#)
Cc: [Carrie Lopes](#)
Subject: FW: [EXTERNAL] Re: Paycheck Protection Program Loans
Date: Tuesday, June 16, 2020 2:42:15 PM
Attachments: [Board Approved 042320 Board Mtg Minutes.pdf](#)

From: Luke Duchene <luke.duchene@rossvalleycharter.org>
Sent: Tuesday, June 16, 2020 1:42 PM
To: SBEOVERSIGHT <SBEOVERSIGHT@cde.ca.gov>
Cc: Matthew Huddleston <MHuddleston@cde.ca.gov>
Subject: [EXTERNAL] Re: Paycheck Protection Program Loans

SBE Oversight,

Ross Valley Charter received a Payroll Protection Program loan in the amount of \$270,653.00. Attached are the meeting minutes from our 4/23 board meeting which authorized the receipt of this loan.

Please let me know if you have any questions.

Warmly,

Luke

Luke Duchene (he/him/his)
School Director

Mobile:

[REDACTED]

Office: 41
5-534-6970



I'd love to connect. [Here's my calendar link](#) to make finding time easy.

CONFIDENTIAL INFORMATION:

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On Tue, Jun 16, 2020 at 1:18 PM Matthew Huddleston <MHuddleston@cde.ca.gov> wrote:

Charter Team,

The California Department of Education is asking all State Board of Education-authorized charter schools to report the amount of any Paycheck Protection Program loans received. Please send the loan amount, and the minutes of the governing board meeting which approved the receipt of the loan, to sbeoversight@cde.ca.gov by close of business on **July 1**.

If your charter did not apply for the Federal PPP loan, please respond as such.

Matt Huddleston

Education Programs Specialist

SBE Oversight Unit

CA Dept. of Education

916-323-5833

EXHIBIT “O”



April 20, 2020 Budget Draft Key Assumptions:

What follows is a four year budget with the following assumptions.

1. 2019-20 revenues remain as budgeted. This budget includes some state and federal aid for COVID 19. \$3K state money for uses related to COVID19 and \$8,000 from CARES Act. ADA is actual P2.
2. 2020-21 state LCFF cola is reduced by 5%, and cola for the next four years is zero. This is the current EdTec recommendation. Eric Premack of CSDC is recommending budgeting between zero and minus 10-20%. At minus 10%, many large school districts will likely fail, unless legislature suspends requirement to provide pink slips to tenured teachers by March 15.
3. 2020-25 salaries have no increase.
4. Non-Compensation expense rise at 1.5% per year, except health insurance costs to RVC which go up 4% per year.
5. Assumes enrollment of 215 next year and 222 the year after in 9 classrooms. ADA% is 95%, This year we closed at 94.88%, up from 94.14 in 18-19.
6. Assumes two new teachers starting next year, each earning \$68K per year with health benefits
7. No Spanish teachers (saves around \$12K per year) but art and music continue as is. There is \$51 budgeted for classroom aids, which is two classroom special education aids and two math aids, which is what we have now.
8. It includes a new expense line called Director's Contingency (Account # 5826) of \$10k, \$40, \$40K, \$30K, and \$30K in the 5 out years to fund surprises like further cola reductions. 2% additional cola reduction is around \$35K
9. The budget assumes a \$300,000 PCSD loan to fund a \$300,000 ADA project, depreciated over 8 years. There is also a 4%, 3 year amortizing \$100K loan assumed at the end of 2023-24 to pay off the PCSD loan and keep our cash flow positive in 2024-25. The elements of the project have now been estimated and \$300K seems to be a reasonable cap.
10. The resulting forecast retains a 12% minimum reserve throughout the 6 years.

The various rate assumptions are on page 9 below and the cash flow starts on page 11.

Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
SUMMARY						
Revenue						
LCFF Entitlement	1,614,981	1,711,514	1,755,252	1,750,352	1,748,366	1,745,882
Federal Revenue	45,000	41,125	43,875	44,750	44,750	44,750
Other State Revenues	144,236	163,546	169,219	169,442	169,550	169,550
Local Revenues	148,489	209,193	209,193	209,193	209,193	209,193
Fundraising and Grants	180,525	203,800	210,240	210,240	210,240	210,240
Total Revenue	2,133,231	2,329,178	2,387,779	2,383,977	2,382,099	2,379,615
Expenses						
Compensation and Benefits	1,518,231	1,619,341	1,620,226	1,624,468	1,628,879	1,623,731
Books and Supplies	21,390	30,943	29,715	30,100	30,492	30,889
Services and Other Operating Expenditures	526,638	614,964	656,706	669,056	671,800	684,916
Depreciation	5,015	41,738	44,863	44,863	41,576	38,280
Other Outflows	-	14,220	4,976	4,257	3,856	3,311
Total Expenses	2,071,274	2,321,205	2,356,485	2,372,743	2,376,602	2,381,127
Operating Income	61,957	7,973	31,293	11,234	5,496	(1,513)
Fund Balance						
Beginning Balance (Unaudited)	204,167	266,124	274,097	305,390	316,624	322,120
Audit Adjustment						
Beginning Balance (Audited)	204,167	266,124	274,097	305,390	316,624	322,120
Operating Income	61,957	7,973	31,293	11,234	5,496	(1,513)
Ending Fund Balance	266,124	274,097	305,390	316,624	322,120	320,608
Total Revenue Per ADA	11,615	11,404	11,322	11,304	11,295	11,283
Total Expenses Per ADA	11,278	11,365	11,173	11,251	11,269	11,290
Operating Income Per ADA	337	39	148	53	26	(7)
Fund Balance as a % of Expenses	13%	12%	13%	13%	14%	13%

Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Key Assumptions						
Enrollment Breakdown						
TK	10	13	-	6	6	6
K	27	36	36	30	30	30
1	31	32	36	36	36	36
2	35	34	36	36	36	36
3	29	41	36	36	36	36
4	29	32	39	39	39	39
5	34	28	39	39	39	39
Total Enrolled	195	215	222	222	222	222
ADA %						
K-3	93.7%	95.0%	95.0%	95.0%	95.0%	95.0%
4-6	95.3%	95.0%	95.0%	95.0%	95.0%	95.0%
Average ADA %	94.2%	95.0%	95.0%	95.0%	95.0%	95.0%
ADA						
K-3	124	147	137	137	137	137
4-6	60	57	74	74	74	74
Total ADA	184	204	211	211	211	211
Demographic Information						
CALPADS Enrollment (for unduplicated % calc)	193	215	222	222	222	222
# Unduplicated (CALPADS)	63	62	65	62	60	60
# Free & Reduced Lunch (CALPADS)	55	61	63	63	63	63
# ELL (CALPADS)	33	37	38	38	38	38
New Students	35	22	7	-	-	-
School Information						
FTE's	18.7	19.6	19.5	19.5	19.5	19.5
Teachers	10	11	11	11	11	11
Certificated Pay Increases		0%	0%	0%	0%	0%
Classified Pay Increases		0%	0%	0%	0%	0%
# of school days	179	179	179	179	179	179
Default Expense Inflation Rate		2%	2%	2%	2%	2%

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	
REVENUE							
LCFF Entitlement							
8011	Charter Schools General Purpose Entitlement - State Aid	1,412,910	1,507,264	1,544,352	1,539,452	1,537,466	1,534,982
8012	Education Protection Account Entitlement	36,732	40,850	42,180	42,180	42,180	42,180
8019	State Aid - Prior Years	45	-	-	-	-	-
8096	Charter Schools in Lieu of Property Taxes	165,294	163,400	168,720	168,720	168,720	168,720
	SUBTOTAL - LCFF Entitlement	1,614,981	1,711,514	1,755,252	1,750,352	1,748,366	1,745,882
Federal Revenue							
8181	Special Education - Entitlement	20,000	24,125	26,875	27,750	27,750	27,750
8291	Title I	15,000	15,000	15,000	15,000	15,000	15,000
8293	Title III	2,000	2,000	2,000	2,000	2,000	2,000
8296	COVID funds 80% 19-20 Titile 1	8,000	-	-	-	-	-
	SUBTOTAL - Federal Revenue	45,000	41,125	43,875	44,750	44,750	44,750
Other State Revenue							
8319	Other State Apportionments - Prior Years	-	-	-	-	-	-
8381	Special Education - Entitlement (State)	98,809	112,746	116,417	116,417	116,417	116,417
8550	Mandated Cost Reimbursements	2,597	3,168	3,619	3,843	3,950	3,950
8560	State Lottery Revenue	39,708	44,160	45,597	45,597	45,597	45,597
8590	All Other State Revenue	3,122	3,472	3,585	3,585	3,585	3,585
	SUBTOTAL - Other State Revenue	144,236	163,546	169,219	169,442	169,550	169,550
Local Revenue							
8660	Interest	1,500	1,500	1,500	1,500	1,500	1,500
8676	After School Program Revenue	138,500	192,000	192,000	192,000	192,000	192,000
8693	Field Trip Donations	-	8,693	8,693	8,693	8,693	8,693
8699	All Other Local Revenue	1,489	-	-	-	-	-
8701	All Script	7,000	7,000	7,000	7,000	7,000	7,000
	SUBTOTAL - Local Revenue	148,489	209,193	209,193	209,193	209,193	209,193
Fundraising and Grants							
8801	Donations - Family	132,600	146,200	150,960	150,960	150,960	150,960
8802	Donations - Private	6,000	6,000	6,000	6,000	6,000	6,000
8803	Fundraising	-	-	-	-	-	-

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**Ross Valley Charter School
Multi-year Projection
As of Mar FY2020**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
8804 Fundraising - Fund Development	-	-	-	-	-	-
8811 Net Readathon Revenue	37,050	40,850	42,180	42,180	42,180	42,180
8812 Net Auction Revenue	4,875	10,750	11,100	11,100	11,100	11,100
SUBTOTAL - Fundraising and Grants	180,525	203,800	210,240	210,240	210,240	210,240
TOTAL REVENUE	2,133,231	2,329,178	2,387,779	2,383,977	2,382,099	2,379,615

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
EXPENSES						
Compensation & Benefits						
Certificated Salaries						
1100 Teachers Salaries	660,748	714,630	714,630	714,630	714,630	714,630
1103 Teacher - Substitute Pay	6,591	8,250	8,250	8,250	8,250	8,250
1148 Teacher - Special Ed	109,980	109,980	109,980	109,980	109,980	109,980
1200 Certificated Pupil Support Salaries	35,419	34,632	34,632	34,632	34,632	34,632
1300 Certificated Supervisor & Administrator Salaries	112,200	112,200	112,200	112,200	112,200	112,200
SUBTOTAL - Certificated Salaries	924,938	979,692	979,692	979,692	979,692	979,692
Classified Salaries						
2101 Classified - Electives	69,100	63,770	61,995	61,995	61,995	61,995
2103 Classified - Classroom Aides	64,415	51,737	51,737	51,737	51,737	51,737
2300 Classified Supervisor & Administrator Salaries	54,863	59,850	59,850	59,850	59,850	59,850
2400 Classified Clerical & Office Salaries	43,000	44,000	44,000	44,000	44,000	44,000
2905 Other Classified - After School	36,495	51,810	51,810	51,810	51,810	51,810
2930 Custodian	24,600	24,600	24,600	24,600	24,600	24,600
SUBTOTAL - Classified Salaries	292,472	295,767	293,992	293,992	293,992	293,992
Employee Benefits						
3100 STRS	157,935	180,263	177,324	177,324	177,324	177,324
3300 OASDI-Medicare-Alternative	35,869	36,832	36,696	36,696	36,696	36,696
3400 Health & Welfare Benefits	80,359	100,260	106,038	110,279	114,690	119,278
3500 Unemployment Insurance	12,050	11,222	11,201	11,201	11,201	1,466
3600 Workers Comp Insurance	14,609	15,306	15,284	15,284	15,284	15,284
SUBTOTAL - Employee Benefits	300,822	343,882	346,543	350,784	355,195	350,048
Books & Supplies						
4100 Approved Textbooks & Core Curricula Materials	1,370	1,075	1,127	1,144	1,161	1,178
4200 Books & Other Reference Materials	-	1,505	1,577	1,601	1,625	1,649
4320 Educational Software	500	1,000	1,015	1,030	1,046	1,061
4325 Instructional Materials & Supplies	2,000	4,300	4,507	4,574	4,643	4,712
4326 Art & Music Supplies	1,000	1,500	1,523	1,545	1,569	1,592

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
4330 Office Supplies	1,500	2,000	1,200	1,218	1,236	1,255
4335 PE Supplies	-	360	365	371	376	382
4346 Teacher Supplies	3,200	4,000	4,000	4,000	4,000	4,000
4410 Classroom Furniture, Equipment & Supplies	120	2,000	1,000	1,015	1,030	1,046
4420 Computers: individual items less than \$5k	-	1,500	1,523	1,545	1,569	1,592
4430 Non Classroom Related Furniture, Equipment & Supplies	1,000	1,000	1,015	1,030	1,046	1,061
4710 Student Food Services	10,500	10,500	10,658	10,817	10,980	11,144
4720 Other Food	200	203	206	209	212	215
SUBTOTAL - Books and Supplies	21,390	30,943	29,715	30,100	30,492	30,889
Services & Other Operating Expenses						
5200 Travel & Conferences	250	1,000	1,015	1,030	1,046	1,061
5300 Dues & Memberships	1,800	1,827	1,854	1,882	1,910	1,939
5450 Insurance - Other	21,000	21,315	22,168	23,054	23,976	24,936
5515 Janitorial, Gardening Services & Supplies	2,500	2,538	2,576	2,614	2,653	2,693
5525 Utilities - Waste	4,400	4,466	4,533	4,601	4,670	4,740
5535 Utilities - PGE & Sewer	12,000	15,500	15,733	15,968	16,208	16,451
5605 Equipment Leases	4,500	4,568	4,636	4,706	4,776	4,848
5610 Rent	168,980	187,625	193,254	199,051	205,023	211,174
5615 Repairs and Maintenance - Building	3,000	5,125	5,202	5,280	5,359	5,439
5803 Accounting Fees	12,600	13,600	13,804	14,011	14,221	14,435
5805 SELPA and other administrative Fees	3,780	4,267	4,472	4,539	4,607	4,676
5812 Business Services	65,025	67,626	70,331	73,144	76,070	79,113
5824 CDE Oversight Fees	16,150	17,115	17,553	17,504	17,484	17,459
5826 Directors Contingency	-	10,000	40,000	40,000	30,000	30,000
5828 Aftercare Expenses	7,400	1,025	1,040	1,056	1,072	1,088
5829 After school Enrichment Program	82,000	120,000	120,000	120,000	120,000	120,000
5830 Field Trips Expenses	800	15,595	15,829	16,066	16,307	16,552
5836 Fingerprinting	-	200	203	206	209	212
5843 Interest - Loans	1,000	900	-	-	-	-
5845 Legal Fees	5,000	5,075	5,151	5,228	5,307	5,386
5851 Marketing and Student Recruiting	15,500	15,733	15,968	16,208	16,451	16,698
5854 Counselling Contracting	5,890	14,700	14,921	15,144	15,371	15,602
5855 MH SPED Contractors	5,000	5,075	5,151	5,228	5,307	5,386
5857 Payroll Fees	3,240	3,289	3,338	3,388	3,439	3,490
5861 Prior Yr Exp (not accrued)	13,259	5,000	5,075	5,151	5,228	5,307
5863 Professional Development	9,000	15,000	15,225	15,453	15,685	15,920

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Ross Valley Charter School
Multi-year Projection
As of Mar FY2020

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
5869 Special Education Contract Instructors	43,000	35,255	35,784	36,321	36,865	37,418
5875 Staff Recruiting	1,300	700	711	721	732	743
5880 Student Health Services	1,200	1,218	1,236	1,255	1,274	1,293
5881 Student Information System	3,664	3,719	3,775	3,831	3,889	3,947
5887 Technology Services	2,000	4,100	4,162	4,224	4,287	4,352
5910 Communications - Internet / Website Fees	5,000	5,075	5,151	5,228	5,307	5,386
5915 Postage and Delivery	400	645	676	686	696	707
5920 Communications - Telephone & Fax	6,000	6,090	6,181	6,274	6,368	6,464
SUBTOTAL - Services & Other Operating Exp.	526,638	614,964	656,706	669,056	671,800	684,916
Depreciation Expense						
6900 Depreciation	5,015	41,738	44,863	44,863	41,576	38,280
SUBTOTAL - Depreciation Expense	5,015	41,738	44,863	44,863	41,576	38,280
Other Outflows						
7438 Long term debt - Interest	-	14,220	4,976	4,257	3,856	3,311
SUBTOTAL - Other Outflows	-	14,220	4,976	4,257	3,856	3,311
TOTAL EXPENSES	2,071,274	2,321,205	2,356,485	2,372,743	2,376,602	2,381,127

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
2019-20
As of Mar FY2020

	Year 1 2019-20	Year 2 2020-21	Year 3 2021-22	Year 4 2022-23	Year 5 2023-24	Year 6 2024-25	Driver/ Rate Type
Revenues and related expenses							
Statewide LCFF Assumptions							
LCFF COLA	3.26%	-5.00%	0.00%	0.00%	0.00%	0.00%	
TK-3 LCFF Base	7,702	7,317	7,317	7,317	7,317	7,317	
4-6 LCFF Base	7,818	7,427	7,427	7,427	7,427	7,427	
TK-3 Gr Span Adj	801	761	761	761	761	761	
School LCFF Assumptions							
LCFF per ADA	8,793	8,380	8,323	8,299	8,290	8,278	
ILPT per ADA	900	800	800	800	800	800	
Unduplicated Pupil % (3 year avg)	31.04%	30.63%	30.16%	28.68%	28.08%	27.33%	
District UPP	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	
Other Federal and State Revenues							
EDCOE SELPA Federal Rate	125.00	125.00	125.00	125.00	125.00	125.00	Prior Year Enrollment
EDCOE SELPA State Rate	538.00	552.00	552.00	552.00	552.00	552.00	ADA
Mandated Cost Reimbursements: K-8	16.86	17.25	17.72	18.22	18.73	18.73	Prior Year Enrollment
Mandated Cost Reimbursements: 9-12	46.87	47.94	49.24	50.63	52.06	52.06	Prior Year Enrollment
State Lottery Unrestricted	153.00	153.00	153.00	153.00	153.00	153.00	ADA
State Lottery Restricted	54.00	54.00	54.00	54.00	54.00	54.00	ADA
Fees							
Authorizer Fees	1.00%	1.00%	1.00%				% of LCFF
Special Education Encroachment Fees		0.00	0.00				
Payroll							
Annual Pay Increase							
Certificated		0.00%	0.00%	0.00%	0.00%	0.00%	
Classified		0.00%	0.00%	0.00%	0.00%	0.00%	
Benefits							
STRS	17.10%	18.40%	18.10%	18.10%	18.10%	18.10%	% of eligible payroll
Social Security	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	% of eligible payroll
Medicare	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	% of total payroll
H&W average annual increase		4.00%	4.00%	4.00%	4.00%	4.00%	

Ross Valley Charter Appendices and
Supporting Documents

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Ross Valley Charter School
Monthly Cash Forecast
As of Mar FY2020

	2019-20													Remaining Balance
	Actuals & Forecast													
	Jul Actuals	Aug Actuals	Sep Actuals	Oct Actuals	Nov Actuals	Dec Actuals	Jan Actuals	Feb Actuals	Mar Actuals	Apr Forecast	May Forecast	Jun Forecast	Forecast	
Beginning Cash	311,734	330,622	284,859	203,981	237,662	215,668	179,614	131,952	132,868	136,233	138,722	250,817		
REVENUE														
LCFF Entitlement	-	65,657	65,612	125,803	118,101	118,101	118,101	129,627	-	285,845	262,727	138,757	1,614,981	186,650
Federal Revenue	-	-	-	-	-	-	-	-	-	25,167	4,917	667	45,000	14,250
Other State Revenue	4,000	4,000	7,201	7,201	7,201	9,798	7,201	8,180	20,332	5,685	20,314	11,076	144,236	32,047
Other Local Revenue	816	26,906	8,411	37,139	10,354	19,525	25,599	17,500	164,217	(168,247)	11,406	(5,135)	148,489	-
Fundraising & Grants	1,289	166	14,401	46,123	38,814	22,836	5,822	49	45,783	3,635	10,801	6,408	180,525	(15,600)
TOTAL REVENUE	6,105	96,729	95,626	216,266	174,470	170,260	156,722	155,356	230,332	152,084	310,165	151,772	2,133,231	217,347
EXPENSES														
Certificated Salaries	66,530	73,568	78,505	79,400	80,890	77,110	77,544	81,272	42,128	105,955	82,020	80,017	924,938	-
Classified Salaries	519	6,691	32,344	35,316	27,116	24,418	24,824	27,923	13,290	34,852	34,429	28,835	292,472	1,917
Employee Benefits	34,218	21,612	23,433	15,054	25,534	24,035	38,292	27,142	7,418	30,379	30,527	23,032	300,822	147
Books & Supplies	50	578	2,826	460	153	4,548	2,305	3,016	486	2,400	908	3,661	21,390	-
Services & Other Operating Expenses	31,594	28,241	35,677	38,452	42,769	62,242	48,023	41,247	45,057	32,076	43,804	51,391	526,638	26,066
Capital Outlay & Depreciation	-	-	-	-	-	864	144	144	144	418	418	2,883	5,015	-
Other Outflows	-	-	-	-	-	-	-	1,682	22,058	(23,740)	-	-	-	-
TOTAL EXPENSES	132,910	130,689	172,785	168,682	176,461	193,216	191,132	182,426	130,580	182,339	192,106	189,818	2,071,274	28,129
Operating Cash Inflow (Outflow)	(126,806)	(33,961)	(77,159)	47,584	(1,991)	(22,956)	(34,410)	(27,070)	99,752	(30,256)	118,058	(38,047)	61,957	189,218
Revenues - Prior Year Accruals	167,083	356	-	-	7,735	-	-	646	-	25,355	-	-	-	-
Other Assets	19,506	-	-	-	-	(625)	-	-	-	-	-	-	-	-
Fixed Assets	-	-	-	(566)	(14,401)	864	84	144	(3,856)	(3,093)	418	2,883	-	-
Expenses - Prior Year Accruals	-	(3,850)	-	-	-	-	-	2,469	-	(34,475)	-	-	-	-
Accounts Payable - Current Year	(36,341)	(1,848)	(797)	-	-	-	-	38,064	(89,404)	51,340	-	-	-	-
Summerholdback for Teachers	(4,555)	206	412	412	412	412	413	413	207	424	424	424	424	424
Loans Payable (Current)	-	(6,667)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)	(3,333)
Loans Payable (Long Term)	-	-	-	(10,416)	(10,416)	(10,416)	(10,416)	(10,416)	-	(3,472)	(3,472)	(3,472)	(3,472)	(3,472)
Ending Cash	330,622	284,859	203,981	237,662	215,668	179,614	131,952	132,868	136,233	138,722	250,817	209,272		

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
Monthly Cash Forecast
As of Mar FY2020

	2020-21													Forecast	Remaining Balance
	Actuals & Forecast														
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast			
Beginning Cash	209,272	440,606	246,238	155,703	137,542	103,671	48,045	107,463	88,220	113,383	216,843	311,493			
REVENUE															
LCFF Entitlement	-	67,766	67,766	131,162	121,979	121,979	212,862	121,979	185,048	197,319	225,898	185,048	1,711,514	72,710	
Federal Revenue	-	-	-	-	4,250	-	-	4,250	-	12,063	4,250	-	41,125	16,313	
Other State Revenue	289	5,230	5,230	9,182	9,182	12,350	9,182	19,109	11,970	11,970	21,897	11,970	163,546	35,986	
Other Local Revenue	1,087	36,712	12,112	48,953	13,486	26,245	34,879	24,011	3,690	(8,772)	15,586	(7,489)	209,193	8,693	
Fundraising & Grants	12,183	12,183	12,183	12,850	12,850	16,616	12,850	12,850	53,523	9,261	21,966	14,484	203,800	-	
TOTAL REVENUE	13,559	121,891	97,291	202,147	161,747	177,189	269,773	182,199	254,230	221,841	289,597	204,012	2,329,178	133,701	
EXPENSES															
Certificated Salaries	57,569	80,349	84,780	84,780	83,717	83,717	83,717	84,780	84,780	83,717	84,780	83,008	979,692	-	
Classified Salaries	4,988	11,042	29,697	30,777	25,350	26,430	25,350	30,777	29,697	26,430	29,697	23,531	295,767	2,000	
Employee Benefits	32,906	27,145	32,818	29,534	28,347	28,429	32,836	29,534	29,452	26,995	27,456	18,277	343,882	153	
Books & Supplies	1,704	1,704	2,347	1,704	1,704	5,447	1,704	4,687	1,704	2,080	1,704	4,457	30,943	-	
Services & Other Operating Expenses	36,532	35,033	40,195	60,857	43,846	76,137	54,095	39,009	70,763	(23,080)	49,071	95,777	614,964	36,728	
Capital Outlay & Depreciation	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	41,738	-	
Other Outflows	500	495	490	486	481	476	471	466	461	456	452	8,985	14,220	-	
TOTAL EXPENSES	137,676	159,246	193,806	211,616	186,921	224,114	201,649	192,732	220,335	120,076	196,637	237,514	2,321,205	38,881	
Operating Cash Inflow (Outflow)	(124,117)	(37,355)	(96,514)	(9,469)	(25,175)	(46,925)	68,124	(10,533)	33,895	101,764	92,960	(33,502)	7,973	94,820	
Revenues - Prior Year Accruals	205,695	7,402	4,250	-	-	-	-	-	-	-	-	-	-	-	
Other Assets	15,805	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fixed Assets	(146,522)	(146,522)	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	3,478	-	
Expenses - Prior Year Accruals	(11,980)	(16,150)	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Summerholdback for Teachers	(4,664)	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	-	
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Loans Payable (Long Term)	297,116	(2,889)	(2,894)	(13,315)	(13,320)	(13,324)	(13,329)	(13,334)	(13,355)	(2,928)	(2,933)	(106,438)	-	-	
Ending Cash	440,606	246,238	155,703	137,542	103,671	48,045	107,463	88,220	113,383	216,843	311,493	176,177			

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
Monthly Cash Forecast
As of Mar FY2020

	2021-22												Forecast	Remaining Balance
	Actuals & Forecast													
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast		
Beginning Cash	176,177	125,112	101,212	18,124	25,700	15,810	(15,391)	71,600	77,431	106,417	202,314	291,704		
REVENUE														
LCFF Entitlement	-	74,783	74,783	144,822	134,609	134,609	229,182	134,609	178,092	189,302	220,272	178,092	1,755,252	62,097
Federal Revenue	-	-	-	-	4,250	-	-	4,250	-	13,438	4,250	-	43,875	17,688
Other State Revenue	299	5,936	5,936	10,446	10,446	14,065	10,446	21,486	11,180	11,180	22,220	11,180	169,219	34,399
Other Local Revenue	1,087	36,712	12,112	48,953	13,486	26,245	34,879	24,011	3,690	(8,772)	15,586	(7,489)	209,193	8,693
Fundraising & Grants	12,580	12,580	12,580	13,247	13,247	17,135	13,247	13,247	55,244	9,541	22,660	14,934	210,240	-
TOTAL REVENUE	13,965	130,011	105,411	217,467	176,037	192,054	287,753	197,603	248,206	214,689	284,988	196,717	2,387,779	122,877
EXPENSES														
Certificated Salaries	57,569	80,349	84,780	84,780	83,717	83,717	83,717	84,780	84,780	83,717	84,780	83,008	979,692	-
Classified Salaries	4,988	11,042	29,492	30,572	25,194	26,274	25,194	30,572	29,492	26,274	29,492	23,408	293,992	2,000
Employee Benefits	33,350	27,212	32,850	29,573	28,393	28,476	32,874	29,573	29,490	27,043	27,497	18,019	346,543	2,192
Books & Supplies	1,588	1,588	2,241	1,588	1,588	5,388	1,588	4,616	1,588	1,971	1,588	4,383	29,715	-
Services & Other Operating Expenses	37,633	35,970	41,148	61,139	44,797	77,162	55,151	39,993	71,631	(22,450)	50,002	97,221	656,706	67,310
Capital Outlay & Depreciation	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	44,863	-
Other Outflows	442	437	432	427	422	417	412	407	402	397	392	387	4,976	-
TOTAL EXPENSES	139,308	160,338	194,681	211,817	187,849	225,171	202,673	193,679	221,122	120,689	197,490	230,165	2,356,485	71,502
Operating Cash Inflow (Outflow)	(125,343)	(30,327)	(89,270)	5,650	(11,812)	(33,118)	85,080	3,924	27,085	94,000	87,498	(33,448)	31,293	51,374
Revenues - Prior Year Accruals	107,846	21,606	4,250	-	-	-	-	-	-	-	-	-	-	-
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed Assets	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739
Expenses - Prior Year Accruals	(21,766)	(17,115)	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(12,597)	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loans Payable (Long Term)	(2,942)	(2,947)	(2,952)	(2,957)	(2,962)	(2,967)	(2,972)	(2,977)	(2,982)	(2,987)	(2,992)	(2,997)		
Ending Cash	125,112	101,212	18,124	25,700	15,810	(15,391)	71,600	77,431	106,417	202,314	291,704	260,143		

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter School
Monthly Cash Forecast
As of Mar FY2020

	2022-23													Forecast	Remaining Balance
	Actuals & Forecast														
	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast			
Beginning Cash	260,143	164,473	138,760	54,502	80,357	71,114	40,669	136,870	143,654	157,913	239,069	314,026			
REVENUE															
LCFF Entitlement	-	76,973	76,973	166,177	138,551	138,551	241,766	138,551	167,216	177,761	209,396	167,216	1,750,352	51,221	
Federal Revenue	-	-	-	-	4,250	-	-	4,250	-	13,875	4,250	-	44,750	18,125	
Other State Revenue	299	6,120	6,120	10,776	10,776	14,619	10,776	22,176	10,776	10,776	22,176	10,776	169,442	33,276	
Other Local Revenue	1,087	36,712	12,112	48,953	13,486	26,245	34,879	24,011	3,690	(8,772)	15,586	(7,489)	209,193	8,693	
Fundraising & Grants	12,580	12,580	12,580	13,247	13,247	17,135	13,247	13,247	55,244	9,541	22,660	14,934	210,240	-	
TOTAL REVENUE	13,965	132,384	107,784	239,153	180,309	196,549	300,668	202,234	236,926	203,182	274,068	185,437	2,383,977	111,315	
EXPENSES															
Certificated Salaries	57,569	80,349	84,780	84,780	83,717	83,717	83,717	84,780	84,780	83,717	84,780	83,008	979,692	-	
Classified Salaries	4,988	11,042	29,492	30,572	25,194	26,274	25,194	30,572	29,492	26,274	29,492	23,408	293,992	2,000	
Employee Benefits	33,697	27,386	33,024	29,746	28,567	28,649	33,047	29,746	29,663	27,216	27,670	18,019	350,784	4,354	
Books & Supplies	1,607	1,607	2,269	1,607	1,607	5,464	1,607	4,680	1,607	1,995	1,607	4,444	30,100	-	
Services & Other Operating Expenses	38,768	36,935	42,125	61,991	45,866	78,288	56,299	41,070	72,522	(21,778)	50,959	98,603	669,056	67,407	
Capital Outlay & Depreciation	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	44,863	-	
Other Outflows	382	377	372	367	362	357	352	347	342	337	332	327	4,257	-	
TOTAL EXPENSES	140,750	161,435	195,801	212,801	189,051	226,487	203,954	194,933	222,145	121,499	198,579	231,547	2,372,743	73,761	
Operating Cash Inflow (Outflow)	(126,784)	(29,051)	(88,017)	26,352	(8,741)	(29,938)	96,713	7,301	14,782	81,683	75,489	(46,110)	11,234	37,554	
Revenues - Prior Year Accruals	97,249	21,378	4,250	-	-	-	-	-	-	-	-	-	-	-	
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fixed Assets	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	3,739	
Expenses - Prior Year Accruals	(51,911)	(17,553)	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Summerholdback for Teachers	(12,597)	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Loans Payable (Long Term)	(5,366)	(5,371)	(5,376)	(5,381)	(5,386)	(5,391)	(5,396)	(5,401)	(5,406)	(5,411)	(5,416)	(5,421)	(5,421)	(5,421)	
Ending Cash	164,473	138,760	54,502	80,357	71,114	40,669	136,870	143,654	157,913	239,069	314,026	267,379			

EXHIBIT “P”



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TONY THURMOND
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

August 24, 2020

Sharon Sagar, Board Chair
Luke Duchene, Director
Ross Valley Charter School
97 Glen Drive
Fairfax, CA 94930

Dear Ms. Sagar and Director Duchene:

Subject: Ross Valley Charter Facility

On May 17, 2019 and October 18, 2019 Ross Valley Charter (RVC) was informed that the facility located on 102 Marinda Drive, Fairfax, CA 94930 was conditionally authorized to open and operate for the 2019–20 academic with the intent to complete the following renovation projects by August 19, 2020.

- Storage space to secure computers and other expensive electronic devices
- Installation of signage for drop off/pickup areas
- Americans with Disability Act (ADA) facility requirements
- Minor painting required throughout the facility

During a phone call on August 19, 2020, RVC stated that the following projects had been completed:

- Storage space to secure computers and other expensive electronic devices
- Installation of signage for drop off/pickup areas

CDE is requesting evidence of the above completed projects to be submitted to CDE by August 28, 2020.

We understand that work was delayed due to COVID-19 and that RVC has provided an updated timeline for the completion of the outstanding ADA work to the CDE. RVC has committed to completing the work and anticipates completion by November 30, 2020. Please be advised that RVC is not allowed to serve students at the site until the CDE has conducted a site inspection and has provided the necessary authorization, as set

Sharon Sagar, Board Chair
Luke Duchene, Director
August 24, 2020
Page 2

forth by the California State Board of Education pertaining to the opening and operation of a new, expanded, and/or remodeled school.

RVC shall provide weekly updates of the progress of the ADA renovations, which will be submitted to SBEOVERSIGHT@cde.ca.gov by the last day of each month, beginning with August 28, 2020.

If you have any questions regarding this letter, please contact Carrie Lopes, Education Administrator, Charter Schools Division, by email at clopes@cde.ca.gov.

Sincerely,

Stephanie Farland, Director
Charter Schools Division

SF:cl

cc: Karen Stapf Walters, Executive Director, California State Board of Education

Sent via First Class Mail and Email to:
sharon.sagar@rossvalleycharter.org
luke.duchene@rossvalleycharter.org

EXHIBIT “Q”

From: [Carrie Lopes](#)
To: [Matthew Huddleston](#)
Subject: RE: Ross Valley Construction to meet ADA conditions
Date: Thursday, May 7, 2020 1:27:51 PM

Have they started construction at all?

Carrie Lopes
Charter Schools Division
916-323-2694

From: Matthew Huddleston
Sent: Thursday, May 7, 2020 10:39 AM
To: Carrie Lopes <CLopes@cde.ca.gov>
Subject: Ross Valley Construction to meet ADA conditions

Carrie,

Just got off the phone with Luke at Ross Valley, and they have hit a snag in their construction.

They were waiting for the inspection team to okay the work (making doorways wider with lips that are ADA accessible), and the fire inspector assigned to them said they have to include a new updated fire safety system with any construction. Luke says the estimate for that system is \$100k.

Clearly, they don't have that kind of money, and will not be able to move forward with the ADA conditions. Luke is working with the city to see if they can get a second opinion or stay (apparently this specific Fire inspector is a lot more stringent than others.)

Meanwhile, I was wondering if there is a Grant or some kind of Safety funds he could apply for?

Thanks,

Matt



1107 9th Street, Suite 200 | Sacramento, CA 95814
p 916-448-0995 | f 916-448-0998 | www.ccsa.org

September 10, 2020

VIA EMAIL

Ross Valley Elementary School Superintendent
Ross Valley School Board and incoming Board Members
110 Shaw Drive
San Anselmo, CA 94960

Dear Superintendent Trahan, Ross Valley School District Board, and Incoming Board members:

I am writing on behalf of the California Charter Schools Association (“CCSA”). As you know, CCSA is a statewide, non-profit membership-based organization that supports high quality charter schools in California, including the Ross Valley Charter School (“RVC”). I am writing in response to the action taken by the Ross Valley School District (“District”) Board of Trustees (“Board”) at its September 2, 2020 meeting to adopt a Notice of Violation within the meaning of Education Code section 47607(e) with respect to RVC.

According to the meeting materials, the Notice of Violation was based on a letter submitted to the District on August 28, 2020 by its legal counsel, the law firm of Dannis, Woliver Kelley (the “DWK Letter”). The DWK Letter makes false allegations about RVC’s application for and acceptance of a Small Business Administration (“SBA”) Paycheck Protection Program (“PPP”) loan. These claims were based on misinformation and mischaracterizations of the facts contained in the DWK Letter’s own Exhibits, and do not rise to the level of “*substantial* fiscal or governance factors” under the law (Educ. Code 47607(e); emphasis added). Accordingly, the District had no legal basis, or authority, to issue a Notice of Violation. Any subsequent decision not to renew the RVC charter based on these frivolous allegations would be inconsistent with the law and subject to reversal on appeal.

As detailed in the initial response submitted to the District by RVC on August 31, 2020, the claims made in DWK Letter can be rebutted by more closely reviewing the letter’s own Exhibits. To reiterate:

- **In its first claim**, DWK alleges that the loan application was submitted without consideration of economic uncertainty or authorization from the RVC Board. However, the minutes of the April 2nd RVC special board meeting (attached to the DWK Letter as Exhibit A) reflect discussion of the economic uncertainty and the need for a PPP loan. No formal board action was required because a loan application does not in any way commit RVC to accept the loan.

- **In its second claim**, DWK asserts that loan documents were executed by the RVC School Director without authorization of the RVC board. The minutes of the RVC Board Meeting on April 23rd (attached to the DWK Letter as Exhibit H) clearly reflect the RVC Board's vote to authorize such action by the Board Chair or School Director.
- **In its third claim**, DWK alleges that the application was fraudulently altered because the original application made by the RVC Business Official differed slightly from the final application signed by the RVC School Director. In Exhibit B to the DWK letter, the online application reflects that the RVC Business Official was acting as the primary contact on the loan application, but that the Principal and signatory for the loan would be the School Director. The amended application was necessary for the School Director, rather than the Business Official, to make the economic uncertainty and other attestations.
- **In its fourth claim**, DWK asserts that "the Board did not [in its April 23rd board meeting] undertake any assessment of a COVID-19 related economic need for a PPP loan before or at the time the loan application was submitted as was required by the SBA PPP FAQ #31." The board was not required to comply with FAQs 31 and 37 for the April 9th application or for the April 23, 2020 board meeting because FAQs 31 and 37 were not made applicable to small businesses until April 28, 2020. As documented by the May 14, 2020 Resolution attached to the DWK Letter as Exhibit K, the RVC Board complied with requirements of FAQs 31 and 37 as soon as practicable after they were made applicable to RVC.

Based on these flimsy and unsupported allegations, we speculate that the DWK Letter and Notice of Violation subsequently issued by the District were intended to manufacture negative publicity and community conflict surrounding the renewal of RVC. In response, we would like to highlight a few reasons that charter schools' and RVC's receipt of PPP funds is both legally sound and fiscally prudent:

- **Charter public schools do not have the same access to public revenue as district public schools; charters schools receive less than district public schools.** While SB 117 guaranteed full *operational* funding for public schools for the remainder of the 2019-2020 school year, state operational funding is only one revenue stream on which school districts and charter schools rely. School districts have authority to seek voter approval of property taxes, parcel taxes, and to charge developer fees. Charter schools do not have access to those revenue sources and often must rely upon donations which can become uncertain in economic downturns. School districts also do not pay rent for their facilities. Unlike school districts and their public schools, charter schools and RVC pay school districts for use of facilities under Proposition 39 or pay private landlords from their general purpose funding. Given that the State apportionment makes up only 80% of a typical charter school's budget, the funding guarantee of SB 117 is not enough to ensure ongoing operations in tough economic times.

- **School districts have access to low-interest short-term borrowing that charter schools do not.** The State delayed paying apportionments ordinarily paid in June to July. This one-month deferral was the first in a series of more to come during the 2020-21 school year. School districts and county offices of education have the ability to individually or jointly issue tax revenue anticipation notes to address cash flow problems created when expenditures are made before tax revenues are received. Charter schools do not have the same access to short-term, low-cost borrowing.
- **Many charter schools experienced increased costs with distance learning and community services during school closures.** SB 117 ensured funding so that schools could: (1) continue delivering high-quality educational opportunities to students to the extent feasible through, among other options, distance learning and/or independent study; (2) provide school meals in non-congregate settings; (3) arrange for, to the extent practicable, supervision for students during ordinary school hours; and (4) continue to pay employees. Charter schools and RVC met that challenge. Although each charter school's operations may differ, many schools risked layoffs due to required overtime to teachers, hiring supplemental staff to handle work beyond the usual work supporting classroom instruction. Many needed to train staff in distanced learning delivery methods and curriculum development.
- **Small nonprofit organizations running charter schools were not excluded from receiving PPP funds.** The PPP Program expressly includes 501(c)(3) nonprofit organizations that employ fewer than 500 employees. California's charter public schools generally are required to be run by nonprofit organizations under the Charter Schools Act. The PPP does not exclude schools run by nonprofits. Given that so many of California charter schools are run by small nonprofit corporations that employ fewer than 500 employees, many could have been eligible for the program, including RVC.
- **PPP funds could be used for more than just payroll.** The terms of the program state that funds may be used not only to retain workers and maintain payroll, but also to make mortgage interest payments, lease payments, and utility payments. Applicants were required to certify that "[c]urrent economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant." The economic uncertainty facing each charter public school depends on each school's individual facts and circumstances. After lengthy consideration by its Board at multiple meetings, RVC made the appropriate economic uncertainty attestation in its May 14, 2020 Resolution.
- **Charter school authorizers have authority to monitor charter schools financial condition.** Charter schools are subjected to sufficient monitoring to understand how PPP loan funds were spent and/or repaid. For example, charter schools are required to conduct an annual independent audit, which would include an accounting of any debts incurred. Additionally, a charter school must promptly respond to all reasonable inquiries from its authorizer, the county office of education or the Superintendent of Public Instruction, including inquiries regarding its financial records. As stated in RVC's initial

response, neither its oversight agency (the SBE) nor MCOE expressed any concerns when briefed on its application for the PPP loan, given the profound economic uncertainty in California education funding. In fact, it is highly inappropriate for the District to issue a notice of violation when it is not currently the school's authorizer.

- **The deadline to apply for PPP was very short and nonprofit schools were facing incredible fiscal uncertainty, since the budget had not yet been passed.** Depending upon the specific circumstances at each school and the outcome of the state budget, PPP was often an appropriate and essential lifeline.
- **The PPP Program was established by Congress and the federal government with specific eligibility criteria.** Compliance should be reviewed and enforced through the federal program based on specific facts for each recipient, not second-guessed based on local political agendas.

The foregoing reasons establish that RVC's acceptance of PPP loans was legally sound, procedurally valid, and fiscally responsible. We remind the District that nonrenewal of a charter under Education Code section 47607 must be based on "substantial fiscal or governance factors" and requires findings that "the corrective action proposed by the charter school has been unsuccessful" or "the violations are sufficiently severe and pervasive as to render a corrective action plan unviable." Given the unsubstantiated and inconsequential allegations on which the Notice of Violation was based, nonrenewal under this provision of law would be unjustified and likely subject to reversal on appeal.

Lastly, we highlight that RVC is providing a high-quality education to local Ross Valley students, and that its student body is comprised of 20% English Learners and 28% students eligible for Free and Reduced Price Lunch. At a time when California students need access to quality public education options – more than ever – we find it unfathomable that the District would use false and frivolous allegations to close a high-quality charter public school.

We hope the District will strongly consider these factors when deciding whether to renew the charter for RVC.

Best Regards,



Allison Magill
Senior Legal Counsel
California Charter Schools Association



DANNIS WOLIVER KELLEY

Attorneys at Law

SUE ANN SALMON EVANS

Attorney at Law
sevans@DWKesq.com

Long Beach

September 17, 2020

VIA EMAIL

Allison Magill
Senior Legal Counsel
California Charter Schools Association
1107 9th Street, Suite 200
Sacramento, CA 95814
Email: amagill@ccsa.org

Re: Ross Valley School District,
Ross Valley Charter,
Notice of Violation;
Our File 6560.10420

Dear Ms. Magill:

This office represents **the Ross Valley School District ("District")** regarding the above matter. The District is in receipt of your letter dated September 10, 2020. We understand that California Charter Schools **Association ("CCSA")** serves as an advocacy organization for charter schools and that Ross Valley Charter annually funds its membership in the organization.

Because your correspondence reflects an adoption of the statements made by Ross **Valley Charter ("RVC")** in their August 31, 2020 letter to the District, which was copied to the County Superintendent of Schools, Mary Jane Burke, we enclose for you our response to that letter. We do note, however, your statements condemning **the District's Notice of Violation as "frivolous," "flimsy" and "unsupported,"** yet you offer no citation to any documentation or other evidence to contradict the information presented in the Notice of Violation **and do not address RVC's lack of** ADA and fire, life, safety systems or the fact that the California Department of Education has directed RVC that it may not open its school to students unless and until it comes into compliance.

We would also like to address the contention repeated by both RVC and CCSA that charter schools are deprived of funds. And, the further contention that the asserted lack of access to funds is a basis for seeking a federal Payroll Protection Program ("**PPP**") loan without regard to the laws governing the PPP loan process, those governing transparency, or those governing honesty and integrity generally. We

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Allison Magill
September 17, 2020
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disagree with both contentions. Charter schools, including RVC, are being funded on par with school districts with equal, if not greater, access to public funds. And, regardless of the status of funding, there is no excuse for failing to comply with law.

As a powerful advocacy group for charter schools, and in your role as senior counsel for CCSA, we would expect to see support offered to charter schools that recognizes the many fiscal options for charter schools. In addition to receiving the same CARES Act funding that was provided to school districts, meaning funding through the 2019-20 (specifically to cover, among other things, payroll during closure) and 2020-21 school year, the California State Treasurer has made clear that *all* local educational agencies will be impacted and that California School Finance Authority will have tax and revenue anticipation notes ("TRANS") programs available to charter schools as well as school districts. In fact, charter schools have a separate pool of funds for TRANS whereas the other pool is shared among school districts, county offices of education, and community college districts. This is, of course, in addition to the numerous grant programs, both public (e.g., Charter Schools Facility Grant Program, Charter School Revolving Loan, Public Charter School Grant Program) and private (<http://library.ccsa.org/sections/grants/>) available exclusively to charter schools. The CCSA website (link above) has hundreds of such grant programs listed.

All to say, that while RVC and CCSA assert the need for PPP loan funds due to inadequate funding, this contention is simply not supported by the facts. More to the point, regardless of need, there is no excuse for fraud, misappropriation of funds, or other illegal fiscal practices.

DANNIS WOLIVER KELLEY



Sue Ann Salmon Evans

SASE:if

cc: Mary Jane Burke, Marin County Superintendent of Schools
Marcy Trahan, Superintendent Ross Valley School District
Anne Capron, Board President, Ross Valley School District
Annelise Bauer, Board Clerk, Ross Valley School District
Wesley Pratt, Board Trustee, Ross Valley School District
Mark Reagan, Board Trustee, Ross Valley School District
Ryan O'Neil, Board Trustee, Ross Valley School District

Enclosure



DANNIS WOLIVER KELLEY

Attorneys at Law

SUE ANN SALMON EVANS

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Long Beach

September 4, 2020

VIA EMAIL

Mary Jane Burke, Marin County Superintendent of Schools
Marin County Office of Education
c/o Robert Henry
rhenryedlaw@gmail.com

Re: Ross Valley School District,
Ross Valley Charter Paycheck Protection Program,
FCMAT Referral;
Our File 6560.10420

Dear Mr. Henry:

Thank you for your September 1, 2020 email. This letter is submitted in response to your invitation to submit further information to aid the County Superintendent, Marin County Office of Education and/or FCMAT in their review.

What must first be stressed is that this request for review is not about whether RVC, as a charter school, is eligible for a PPP loan. The issue here is **RVC's** fraud, misappropriation of funds and other illegal fiscal practices in seeking the PPP loan. The information and documentation show that the process used by the RVC Board and administration to obtain the PPP loan was not only without transparency but was built on misrepresentations to obtain taxpayer funds. This information came to the **District's** attention during its due diligence and review of the charter petition which was submitted by RVC on August 10, 2020.

The problems identified **in the District's request for review** are systemic. And it is concerning that RVC is unwilling to acknowledge the failures and the import of the conduct raised. The information and documentation submitted reflects that there is "reason to believe that fraud, misappropriation of funds, or other illegal fiscal practices have occurred" and they merit examination. (Ed. Code, § 1241.5(b).)

RVC's August 31 initial response washes over its process of obtaining a federal PPP loan, asserting it was all compliant. What RVC does not address is that RVC wholly failed to agendize, **and RVC's Board failed to** take action regarding, the PPP loan on April 2, 2020. If the Board had given any direction to Mr. Hickey to apply for, negotiate, and/or obtain the loan, such specific directive was required to be agendized for public input and reflected in the meeting minutes. It was not. The

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same is true for the April 23 agenda/minutes – had there been a Board discussion and/or action regarding PPP loan or certification analysis, this was required to be both agendized and reflected in the minutes. It was not. And again when action was taken on the Resolution, it was not agendized as required. While these are Brown Act violations, they also reflect illegal fiscal practices within the meaning of Education Code section 1241.5(b).

Without any supporting documentation, RVC contends that Mr. Hickey did have authority to apply for the loan. Yet, this is inconsistent with the **Board's April 2** minutes and the RVC Charter (p. 142). Contrary to the limited authority afforded Mr. Hickey, as **RVC's "Volunteer Business Official,"** he applied for, obtained, and agreed to accept the PPP loan before the Board discussed or delegated any authority for any agent of RVC to do so. He even agreed to the reduced loan figure of \$270,000, without any consideration or action by the Board. Only after the loan agreement was actually funded on May 13, 2020, did the Board adopt its May 14, 2020 Resolution that – for the first time – purportedly set forth reasons that **"certify"** compliance with the **Small Business Administration's ("SBA") requirements**, including the need for the loan.

RVC also omits the important fact that, throughout the 2019-20 and 2020-21 school years, the State ensured full funding for all public schools, which obviated any purported need to protect payroll. This assurance came weeks before Mr. Hickey submitted the application. RVC points to the ability of school districts to obtain TRAN funds. This overlooks the fact that RVC has obtained numerous large foundation grants.¹ Regardless, this is no justification for making and adopting misrepresentations to obtain funds and efforts to conceal the noncompliance.

The District responds to several of the statements made by RVC in its August 31st written response, as follows:

The RVC Board Obtained Loans without Legally Compliant Board Review/Action and Proper Board Authorization

RVC acknowledges that its Board minutes do not "clearly show for those not in attendance" that the Board purportedly wanted to apply for the Westamerica PPP loan and for its Business Official to "focus on submitting the application." (RVC Response, p. 2.) RVC states that its April 9th application "states that RVC Business Official, Mr. Hickey was the primary contact and authorized to apply for the loan." (RVC Response, p. 3.) RVC also contends that the "loan application does not in any way commit the corporation to accept the loan." (*Id.* at p. 2.)

These points do not address that none of the RVC board meetings that RVC relies on to support its actions in obtaining PPP loan agendized a PPP loan, a discussion of a PPP loan, or authorization to seek a PPP loan. Even the May 14 Resolution was not agendized. The RVC **Board's** April 2nd minutes simply do not reflect that the Board ever authorized Mr. Hickey on its behalf to sign contracts or to commit RVC to agreements, or to even apply for the PPP loan. While the April 2nd minutes reflect there were general discussions about the impacts of COVID-19 and the appointment of Mr. Hickey as a "volunteer" Business Official, they do not show Mr. Hickey was delegated the authority generally or specifically to seek loans or a PPP

¹ One "foundation grant" for \$200,000 was obtained without Board action and without disclosure to the public as to the grantor or the terms of the grant. (See, December 10, 2018 board minutes (Section IV, B) and budget report and budget revision dated March 2018 (line item 8803) attached to the minutes.

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loan on behalf RVC. The April 2nd minutes do not reflect Mr. Hickey was ever delegated the authority to even apply for the PPP loan, make certifications in the application process, nor did the Board ever discuss or analyze the requirements for PPP eligibility. Nor should they as the RVC charter makes the Board the fiscal agent. It was incumbent upon the RVC Board to take appropriate action, after duly noticing the public, to consider, evaluate and make the requisite analysis to apply for a PPP loan. Nonetheless, Mr. Hickey represented himself to be authorized and in applying, certified the necessary analysis had been done *by the Board* as the fiscal agent for RVC. The RVC Board went on to adopt his misrepresentations as well as their own in obtaining the PPP loan.

It is fraud, misappropriation and illegal fiscal practice for the RVC Board to obtain loans without legally compliant Board review/action and proper Board authorization sunshined under the Brown Act.

The RVC Board Made False Representations and Violated of the Brown Act

RVC says the Board appropriately approved the PPP loan at its April 23rd board meeting. The April 23 board meeting minutes indicate the Board approved the "Authorization of the Board Chair or School Director to execute a Small Business Administration Payroll Protection Loan Agreement with Westamerica Bank for up to **\$290,000, as soon as available,**" without any consideration to the timeline of actual events. (RVC Response, p. 2-3.) Again, none of its discussions/actions related to the PPP loan on April 2nd or April 23rd were agendized. It is also notable that the minutes for the April 23 meeting were posted for the May 14 Board meeting, and those minutes purport to reflect discussions related to the PPP loan even though such discussions/actions were not agendized calling into question not only the Brown Act violation but also the veracity of the content of those minutes. Still, RVC relies on these minutes for the May 14 Resolution, which itself was not agendized.

Timing here is important: the authorization that RVC relies upon occurred after Mr. Hickey applied for the loan on April 9th and after Mr. Hickey already accepted **Westamerica's** counteroffer reducing the loan by \$20,000. And, by its own terms the **Board's** approval is for the Board Chair or the School Director to execute the loan, *not* the volunteer Business Official. And again, none of this was agendized for the public to be noticed and have the opportunity to be heard – whether public comments be supportive or opposed.

It is fraud, misappropriation and illegal fiscal practice to make false representations to obtain a loan and to violate the Brown Act.

The RVC Board Falsely Certified the Requirements of a PPP Loan and Misrepresented the True Facts in Adopting a Resolution

With respect to the PPP Frequently Asked Questions ("FAQs") issued by the Small Business Administration in conjunction with the U.S. Department of the Treasury, RVC contends the Board "was in no way required to comply with FAQ 31 and 37 either for the April 9th application or for the April 23rd board meeting," because FAQ #31 was issued on April 23rd and FAQ #37 was issued on April 28th.

However, we are not aware of any evidence that the assessments and analysis needed to **demonstrate RVC's compliance with the "current economic uncertainty"** eligibility requirement under FAQs #31 and 37, was ever performed prior to Luke Duchene, Director, actually signing

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the PPP loan agreement on May 8, 2020, and prior to the actual funding of the loan on May 13, 2020. (See also, 85 FR 20811, 20814 [“On the Paycheck Protection Program application, an authorized representative of the applicant must certify in good faith to all of the below: ...Current economic uncertainty makes this loan request necessary to support the ongoing operations of the applicant.”].) **RVC’s May 14th Resolution was the first time RVC purports to comply with the “current economic uncertainty” requirement by a single statement.** But by then the loan was already funded.

RVC also claims FAQ #37, which makes the economic uncertainty certification under FAQ #31 applicable to small businesses, was not issued until April 28th. Since the inception of the PPP loan authorization it has required certification of economic need – need based upon *payroll protection*. The following requirement was in place at the time Mr. Hickey submitted the application:

At least 75 percent of the PPP loan proceeds shall be used for payroll costs. For purposes of determining the percentage of use of proceeds for payroll costs (but not for forgiveness purposes), the amount of any refinanced EIDL will be included. The rationale for this 75 percent floor is contained in the First PPP Interim Final Rule.

(See Interim Final Rule.²) The Resolution is dated May 14, 2020, after the Board *knew* it was **being fully funded by the State for the express purpose of funding payroll.** **“IT IS HEREBY ORDERED THAT: For purposes of this Order, Local Educational Agency (LEA) means school districts, county offices of education, and charter schools...if an LEA closes its schools to address COVID 19...the LEA will continue to receive state funding to support the following: (iv) Continue to pay its employees.”** (March 13, 2020 Executive Order; emphasis added.)³

Importantly, the RVC Board had the choice – the Board could stop the process, correct the statements, properly agendaize and get public input or, knowing the representations in the Resolution were not true and correct, withdraw the application and/or return the funds that were already delivered as of the May 14 Resolution. RVC did not do so. Instead, they adopted a Resolution which they knew to be false. A resolution is a formal declaration of a board to declare the board’s sentiment towards an issue and set forth general standards that the board agrees to fulfill. But here, the Resolution was neither identified on the agenda nor a true statement of facts and conclusions. It is clear that RVC was determined to obtain the PPP loan regardless of its requirements and did its level best to keep it from public view, even creating documents after-the-fact in an attempt to conceal that it had not obtained the PPP loan in conformity with law.

It is fraud, misappropriation and illegal fiscal practice to falsely certify the requirements of a PPP loan and misrepresent the true facts in adopting a Board resolution.

² <https://www.federalregister.gov/documents/2020/04/20/2020-08257/business-loan-program-temporary-changes-paycheck-protection-program-additional-eligibility-criteria>

³ <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.13.20-EO-N-26-20-Schools.pdf>

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The PPP Loan Forgiveness Criteria Do Not Excuse Misrepresentations in Seeking the Loan

RVC's reliance upon FAQ #46 to "cleanse" its hands of any wrongdoing because it provides a "safe harbor" for any borrower who received less than \$2 million in PPP funding does not address the concerns presented. The point is not whether the loan will be forgiven but whether they met their duties in seeking and obtaining the PPP loan.

RVC knew as early as March 13, 2020, when Governor Newsom signed Executive Order N-26-20 that all public schools closing due to the COVID-19 pandemic would continue to receive full state funding for reasons including the express purpose of continuing to pay employees, for a period continuing at least through the end of the 2019-20 school year. However, only three **(3) weeks after the state's guarantee to** continue to fund public schools so that they would be able to cover the costs of their payroll through the end of the school year, Mr. Hickey applied for the PPP loan.⁴ FAQ #46 does not insulate the Charter School from the misrepresentations it made to government and the public, as documented in its Resolution and its Board minutes, about when, how, and why it obtained the PPP loan. And, whether the loan is ultimately forgiven is not the issue. It is the fraud and illegal fiscal practices in obtaining the loan that trigger review.⁵

RVC Submitted False Information and/or Misrepresented Documents and/or Otherwise Concealed Public Information from the Public

RVC does not dispute that in response to a CPRA request for the PPP loan application it misrepresented the application to be a document dated May 8th signed by Mr. Duchene when in fact the actual application was submitted and signed by Mr. Hickey. (See Ex. L.) Nor does RVC dispute that this was an effort to conceal the true facts. It is fundamental that the public has the right to honest services from public officials yet RVC went to great lengths not only to keep the PPP loan process hidden, but to misrepresent the process through its actions and communications. **This is in addition to the repeated failure to respect the public's rights under the Brown Act and the other concerns raised here.**

It is fraud, misappropriation and illegal fiscal practices to submit false information and/or misrepresent documents or otherwise conceal the true facts from the public.

RVC's Violations are Systemic and With the Purpose of Concealing Illegal Fiscal Practices

The District does not submit this request for review based upon a technicality or an inconsequential misstep by RVC. Rather, the conduct of the RVC Board and administration is

⁴ On June 3, 2020, only three (3) days after the start of the 2020-21 school year, the California Senate and Assembly reached an agreement on the 2020-21 budget to provide an average daily attendance ("ADA") hold harmless in the 2020-21 fiscal year for the purpose of calculating apportionment in 2020-21.

⁵ (85 FR 20811, 20814 ["What happens if PPP loan funds are misused? If you use PPP funds for unauthorized purposes, SBA will direct you to repay those amounts. If you knowingly use the funds for unauthorized purposes, you will be subject to additional liability such as charges for fraud."].)

Robert Henry
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systemic and reflects a fundamental failure to ensure its operations are compliant with law, transparent to the community and its oversight agency, and represent honest services of these public officials. As stated, this is not a new course of action. For example, in December of **2018, as shown on the minutes and attached budget documents, RVC obtained a "Foundation Grant" of \$200,000 without** ever identifying the grantor, the terms of the grant or any other information regarding the terms and conditions of the grant, if any. (Attached hereto as Exhibit N is a true and correct copy of RVC Board Minutes dated December 10, 2018 with attachments.)

As for the PPP loan, Mr. Hickey set about obtaining a federal loan without regard to the requirements of the loan, the truthfulness of the information presented to obtain it, or the **need for transparency and accountability in conducting the public's business**. The RVC Board and administration joined in the illegal process by their actions and omissions and the ultimate **approval of a false Resolution**. These issues reflect **"fraud, misappropriation or other illegal fiscal practices that merit examination."**

CONCLUSION

Given the breadth of information contained in **the District's correspondence to Superintendent Burke** dated August 28, 2020, as supplemented by this letter, and the role of the Superintendent in accountability, there is more than sufficient showing of fraud, **misappropriation, and illegal fiscal practices to trigger the County Superintendent's** duty to investigate the **Charter School's** obligations under the Education Code by requesting an AB 139 Extraordinary Audit of the Charter School from FCMAT.

We hope the additional information provided herein assists the County Superintendent and FCMAT with the initial review and determination **of the District's request for review and/or audit of the Charter School's expenditures and internal controls**.

Should you have any questions or need further information, please do not hesitate to contact me.

Very truly yours,

DANNIS WOLIVER KELLEY



Sue Ann Salmon Evans

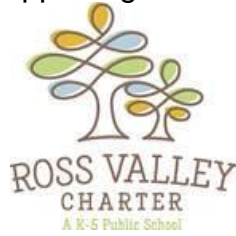
SASE:if

cc: Michael H. Fine, Chief Executive Officer, FCMAT
California Department of Education
State Board of Education
Marci Trahan, Superintendent, Ross Valley School District
Board of Trustees, Ross Valley School District

Enclosures:

Exhibit N: RVC Board Minutes dated December 10, 2018 with attachments

EXHIBIT “N”



**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF TRUSTEES
ROSS VALLEY CHARTER SCHOOL**

**Ross Valley Charter School 101 Glen Drive, Fairfax, CA
For Supplemental Materials to go:**

<https://sites.google.com/a/rossvalleycharter.org/rvc-board-docs/2018-12-10-regular-meeting>

December 10, 2018

Closed Session 7:30 P.M.

Open Session 8:00 P.M.

**Board Members:
Sharon Sagar, Chair
Kristi Kimball
John Kirk
Cheryl Flick
Sonya Stanley**

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

The Ross Valley Charter School ("School") welcomes your participation at the School's Board meetings. The purpose of a public meeting of the Board of Trustees ("Board") is to conduct the affairs of the School in public. Your participation assures us of continuing community interest in our School.

A few agendas are available at the door to the meeting. Supplementary materials will not be available in paper form.

When addressing the Board, speakers are requested to state their name and city, adhere to the time limits set forth and respect the Meeting Norms and Procedural Guidelines outlined below in the Section on Communications.

**I. PRELIMINARY
A. CALL TO ORDER**

Meeting was called to order at 7:30.

B. TRUSTEE ROLL CALL

	Present	Absent
Kristi Kimball	<u> x </u>	_____
John Kirk	<u> x </u>	_____
Cheryl Flick	<u> x </u>	_____
Sharon Sagar, Chair	<u> x </u>	_____
Sonya Stanley	<u> x </u>	_____

C. APPROVAL OF AGENDA OF REGULAR BOARD MEETING OF DECEMBER 10, 2018.

Approval of the agenda was duly moved and seconded and approved 5-0.

II. CLOSED SESSION

- A. The subject of closed session was read aloud and then the board moved to closed session.
- B. There were no public comments regarding the closed session.
- C. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION - Government Code Section 54956.9 - Ross Valley Charter, a California Non-Profit Corporation vs. Ross Valley School District
- D. It was reported out of closed Session in Open Session that no action taken.

III. COMMUNICATION

C. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA:

There were no public comments

D. For Information: School Director

- 1. Luke is attending the annual California Charter Schools Development Center conference in San Francisco this week.
- 2. The end of an inquiry arc is coming up and next month we will hopefully have a presentation.
- 3. November 30, 2018 enrollment statistics were in the supplementary materials.

E. For Information: Board/Staff Information Updates

There were no board or staff updates

IV. GENERAL ITEMS

A. REVIEW AND APPROVE THE DRAFT AUDIT FOR FISCAL YEAR 2017-18.

Both according to our charter petition and our Memorandum of Understanding with the State Board of Education, the board is required to contract with an external auditor to produce an annual financial audit according to generally accepted accounting practices.

Our first annual audit was performed by Clifton Larson Allen, one of the state certified public auditors for public schools.

The Audit was presented by John Kirk. It contains no findings and no adjustments to the unaudited actuals approved by the board in September. Since there are no findings, no correctional actions are needed.

Mr. Kirk moved to approve audit results, governance communications and representation letter; Cheryl seconded; Approved 5-0.

B. REVIEW OCTOBER FINANCIAL STATEMENTS AND REVIEW AND APPROVE THE FIRST BUDGET REVISION.

State law and our Memorandum of Understanding with the State Board require the board to review and approve and submit to the CDE by December 15 all budget changes through October 15th that have occurred since the preliminary budget was approved in June. We are also required to submit a balance sheet and income statement through October 31. These materials were included in the Before Meeting Materials.

Mr. Hickey reported that revenue is \$200,000 less than originally budgeted because of lower than budgeted enrollment. We expect and project that a grant will cover this shortfall. Otherwise revised budget is very close to original budget.

Good Earth won't do national school lunch program, so we'll need to decide whether we stay with them; Luke will bring it to parents. If change, would need to hire someone to deal with compliance.

There were questions from the audience that were answered by Mr. Hickey referring to the supplemental materials.

Mr. Kirk moved to approve the revised budget. Ms. Flick seconded. Motion approved 5-0.

C. REVISE AND APPROVE FORM J-13A TO RECEIVE ADA FUNDING FOR SCHOOL CLOSURE ON NOVEMBER 16 FROM POOR AIR QUALITY. (10 minutes)

On November 15 the Marin County Superintendent of School, in consultation with the Marin County Health Department, asked all public schools to close on Friday November 16 due to the forecasted deterioration of the air quality in the county. That day was predicted to be and was the only day in the two week period of the Camp fire when the Air Quality Index was rated as "Very Unhealthy." As a result RVC cancelled school for that day.

RVC received an email from its CDE oversight officer laying out the process to be

followed to avoid loss of funding due to this disaster and attaching an email on this subject from State Schools Chief Tom Torlakson. This is included in the supplementary materials.

This item is to approve the draft Form J-13A and then have a majority of board members sign it so it can be mailed to the CDE. Attached to the Form J-13A is an operational school calendar, Mary Jane Burke's press release from November 15, and an archive copy of the actual Air Quality Index for November 16.

Ms. Stanley moved, Mr. Kirk seconded. Approved 5-0. All board members signed the form.

D. SECOND READING OF SCHOOL WELLNESS POLICY (5 minutes)

Staff is recommending approval of a school Wellness Policy. This policy serves to ensure that our students have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year. This policy is also a requirement for joining the National School Lunch Program. It was discussed at the October meeting and is being brought back for a second reading and possible approval.

Ms. Kimball moved, Mr. Kirk seconded. Approved 5-0.

V. CONSENT AGENDA ITEMS

A. Minutes of Regular Meeting of November 8, 2018

Moved by Mr. Kirk, seconded by Ms. Kristi. Approved 4-0 with Ms. Kristi abstaining as she was not present.

B. Personnel Update

There was no Personnel Update.

VI. FUTURE MEETING NEEDS AND TOPICS – trustee requests of topics for future meetings

The School Lunch program and the inquiry arc will be on future meeting agendas.

VII. MEETING REVIEW AND EVALUATION

A. Quick Evaluation of Meeting to improve process for future meetings.

There were no suggestions for improvement.

VIII. ADJOURNMENT Meeting adjourned at 9:02 p.m.

Ross Valley Charter 1st Budget Revision December 2018 Narrative

Overview

In the 11 pages that follow is included

1. The Three Year Budget as of the First Revision in December 2018 starts on page 1 and concludes on page 8. A comparison between the Revised Budget and the Budget Approved in June is on every line and notes on significant. Other changes, which are either more complicated or larger in significance are described below in the narrative which follows.
2. A summary of the restricted versus unrestricted portions of the budget is on page 9.
3. A two year cash flow starting with November starts on page 10.

We are required to maintain a 5% reserve but should be aiming at creating a 20% reserve long term.

We projected in our June budget an ending 2017-18 reserve of \$128,550 but when we closed the books after July 31 and submitted our unaudited actuals our reserves were \$17,933 higher than that or \$146,483. Although this 1st Revised Budget projects a \$10,416 drop in our 18-19 Operating Income, because our beginning balance was \$17,933 higher than budgeted, our 18-19 ending balance is still \$7,517 larger than projected and our reserve percentage is 7.1%. (Ending Fund Balance divided by Total Expenses.)

Revenue Changes

State Local Control Entitlement Revenue

The primary driver of most of the budgetary changes results from reductions in enrollment from the original projection in June of 186 students (175.5 ADA) to the current projection of an average enrollment of 162 (153.90 ADA). Using the current FCMATT LCFF calculator that results in \$172,165 less state revenue than forecasted.

Our current enrollment is 163 so forecasting an average of 162 is relatively conservative. We have added 4 students since the first week of school and expect to continue to add as we did last year after this time, but we are not assuming any growth in the budget. We are assuming a 95% attendance rate.

We have assumed an unduplicated count of English Learners, Free and Reduced Lunch and Foster

Children at 45 which is 28%, or close to 300% of what RVSD was at last year.

The distribution of this revenue between the categories of LCFF and in Lieu of property tax will change as the property tax revenues in Marin County get finalized. But any change in the Lieu of Property Tax revenue that results will be offset by the state in LCFF portions of the state revenue. Both are paid by the state and eventually get transferred to us by the MCOE.

We have not made any changes to subsequent year budgets. These will be reviewed in March when we have a clearer idea of what our enrollment is at that time.

Federal Revenue

In the approved budget, we assumed that we would participate in the Federal Free and Reduced Lunch Program, and assumed that paid lunches would pay 95% of the cost of free and reduced price lunches that we served. Since we adopted the budget, the only other customer of Good Earth serving lunches under the Federal program, Larkspur Corte Matera, has converted to the same vendor used by Ross Valley School District. As a practical matter this means that if we want to save the \$22,000 that we are spending on Free and Reduced Lunches, we will have to change our lunch provider.

Donations

We budgeted an average of \$850 per student for the family giving program as this was about what we raised last year. But the reduction in the projected average number of students has prompted us to reduce the family giving program budgeted revenue by \$19,550. We are still budgeting an average of \$850 per student and we are currently on track to raise the resulting budget of \$137,700. This will require particular focus to continue our momentum.

We also expect to raise \$200,000 in grant funding for RVC this year to cover 95% of the revenue shortfalls resulting from state funding, federal lunch program revenue, and family giving (which total \$210,929).

Expense Changes

Overall our expense budget has increased by \$10,416.

There are many small changes in projected expenses and they are explained line by line on pages 5-8 below.

The three larger changes are in rent, legal fees, and after school program expenses.

Rent is being reduced by amounts that were over charged by the District because of clerical errors both last year and this year. The District agreed to credit any overcharging but has not been willing to meet to discuss the details. The overcharging resulted from errors in the square feet of the Multipurpose Room that RVC is being charged for. In addition, pro rata share (or rent per square foot) is calculated by law by dividing District general fund maintenance expenses by the total District square feet that is maintained with those expenses. In reviewing the materials the District provided with our PRA last February, it is clear that the buildings constructed by the 1990's bond measure A at Wade Thomas and Brookside were inadvertently not included in the total district square feet totals. These details have all been provided to the District on more than one occasion since last spring. The amounts reduced for the budget only include these items. In addition, we do not believe all the White Hill buildings were included in the District square feet totals used to calculate the pro rata rate nor were most of the buildings at Red Hill or Deer Park which the District maintains to a lower standard. Hopefully the District will meet with us soon to go over all these numbers together. In the meantime, we have reduced the rent budget conservatively assuming a \$13,000 credit for last year and \$16,000 for this year. In our FUA with the District, we agreed to meet on this issue but so far the District has refused to meet while litigation is continuing. Since it should be over by December 19, hopefully we can resolve this issue soon.

We have reduced over all by \$12,470 the after school program expenses, as we believe that is a more realistic projection. The 5829 account was decreased by \$42,000 and the classified employee salary and benefit expenses were increased by \$29,530 because we have shifted some after school instructor to employee status.

Because of the District's change of venue motion, appeal of the original change of venue ruling, and failure to comply with Judge Hardcastle's final ruling on our case, our legal expenses have been \$35,000 greater than projected in June. We have almost \$30,000 budgeted for the rest of school year.

Cash Flow

The pace at which the State pays school districts results in much less revenue in the first six months of the fiscal year than the last six. 41% of our revenue is received in the first six, and 59% in the last six. This means that \$260,000 less income is received in the first six months than in the last six. But our expenses are more evenly spread out which means that cash is lowest in January-February then improves in the spring.

Ross Valley Charter Appendices and
Supporting Documents

Ross Valley Charter 2nd Budget Revision March 2018
Three Year Budget

	2018/19	2017/18	2018/19	2018/19	2018/19
	Original Budget	Notes	December Revision	Revised minus Budget	
SUMMARY					
Revenue					
State Local Control Entitlement Revenue	1,468,113	2018-08-14 FCMAT LCFF worksheet available	1,295,947	(172,166)	
Federal Revenue	34,963		15,750	(19,213)	
Other State Revenues	139,669		141,247	1,578	
Local Revenues	174,025		172,555	(1,470)	
Fundraising and Grants	162,250		349,700	187,450	
Total Revenue	1,979,019		1,975,199	(3,820)	
Expenses					
Compensation and Benefits	1,404,683		1,441,616	36,933	
Books and Supplies	63,185		51,510	(11,675)	
Services and Other Operating Expenditures	502,458		483,796	(18,662)	
Capital Outlay/Depreciation	3,200		3,200	-	
Total Expenses	1,973,527		1,980,122	6,596	
Operating Income	5,493		(4,923)	(10,416)	
Fund Balance					
Beginning Balance (Unaudited)	128,550	17-18 ending fund balance \$18K higher than budgeted	146,483	17,933	
Operating Income	5,493		(4,923)	(10,416)	
Ending Fund Balance	134,043		141,560	7,517	
Ending Fund Balance as a % of Expenses	6.8%		7.1%		

**Ross Valley Charter 2nd Budget Revision March 2018
Three Year Budget**

2018/19 2017/18 2018/19 2018/19 2018/19

Original Budget	Notes	December Revision	Revised minus Budget
110.00	Thirteen fewer TK-3	97.00	(13)
75.00	Ten fewer 4-5	65.00	(10)
185.0	23 fewer students than budgeted Assumes 11-30-18 enrollment of 164	162.00	(23)
95.0%		95%	-
95.0%		95%	-
95.0%		95%	95%
	196		
	222		
104.50		92.15	(12.35)
71.25		61.75	(9.50)
0.0		0.00	(21.85)
175.75		153.90	(21.85)
		45	

Detail

Enrollment Projection for P-2

K-3
4-6
7-8

Total Enrolled

ADA %

K-3
4-6
7-8

Average

ADA

K-3
4-6
7-8

Total ADA

Demographic Information
Unduplicated

**Ross Valley Charter 2nd Budget Revision March 2018
Three Year Budget**

	2018/19	2017/18	2018/19	2018/19	2018/19
Original Budget					Revised minus Budget
8803 Foundation Grants				200,000	200,000
	162,250			349,700	187,450
SUBTOTAL - Fundraising and Grants				1,975,199	(3,820)
TOTAL REVENUE					

Budgeted to make up short fall in ADA based revenue

December Revision

Notes

**Ross Valley Charter 2nd Budget Revision March 2018
Three Year Budget**

	2018/19	2017/18	2018/19	2018/19
				21
	Original Budget	Notes	December Revision	Revised minus Budget
4330	Office Supplies		1,000	(1,000)
4335	PE Supplies		860	-
4410	Classroom Furniture, Equipment & Supplies		500	(500)
4420	Computers (individual items less than \$5k)		500	(500)
4430	Non Classroom Related Furniture, Equipment & Supplies		1,000	500
4710	Student Food Services		22,000	-
4720	Other Food		500	-
	SUBTOTAL - Books and Supplies		51,510	(11,675)

**Ross Valley Charter 2nd Budget Revision March 2018
Three Year Budget**

	2018/19	2017/18	2018/19	2018/19
Original Budget				Revised minus Budget
	502,458	-	483,796	(18,662)
	3,200		3,200	
	3,200		3,200	-
	1,973,527		1,980,122	6,596

SUBTOTAL - Services & Other Operating Exp.

6000
6900

Capital Outlay

Depreciation on capital items

SUBTOTAL - Capital Outlay

TOTAL EXPENSES

**Ross Valley Charter 2nd Budget Revision March 2018
Restricted Budget Summary**

2018/19

	Total Budget	Special Ed	After School Program	Total Restricted	Unrestricted
SUMMARY					
Revenue					
State Local Control Entitlement Revenue	1,295,947	-	-	-	1,295,947
Federal Revenue	15,750	15,750	-	15,750	-
Other State Revenues	141,247	80,336	-	80,336	60,912
Local Revenues	172,555	-	156,000	156,000	16,555
Fundraising and Grants	349,700	-	-	-	349,700
Total Revenue	1,975,199	96,086	156,000	252,086	1,723,114
Expenses					
Compensation and Benefits	1,441,616	114,584	84,527	199,110	1,242,506
Books and Supplies	51,510	-	-	-	51,510
Services and Other Operating Expenditures	483,796	38,400	58,000	96,400	387,396
Capital Outlay	3,200	-	-	-	3,200
Total Expenses	1,980,122	152,984	142,527	295,510	1,684,612
Operating Income (excluding Depreciation)	(4,923)	(56,898)	13,474	(43,424)	38,501
Fund Balance					
Beginning Balance (Unaudited)	146,483				146,483
Operating Income	141,560	(56,898)	13,474	(43,424)	184,984
Ending Fund Balance (including Depreciation)	141,560	(56,898)	13,474	(43,424)	184,984

**Ross Valley Charter 2nd Revision March 2018
Projected 2017-2019 FY Cash Flow**

	2018-2019 Projected			
	Nov Projected	Dec Projected	Jan Projected	Feb Projected
Beginning Cash				
Revenue				
8011 LCFF State Aid	167,523	129,560	86,375	32,273
8012 Education Protection Account	47,215	47,215	47,215	47,215
8096 Charter School In Lieu Prop Tax	44,803	44,803	44,803	44,803
8181 SPED - Federal	5,672	5,672	5,672	8,176
8381 SPED - State		2,155		
8550 Mandate Block Grant				
8560 Lottery (17-18)				35,225
8670 After school revenue	15,000	15,000	15,000	15,000
8690 Misc Script & Walker Creek	690	690	690	690
8801 Family Giving	13,000	13,000	13,000	13,000
8803 Foundation Grants				100,000
8802 Private giving	1,500	1,500	1,500	1,500
Total Revenue	127,880	130,034	134,311	265,608
Expenses				
Compensation & Benefits	126,700	126,700	126,700	126,700
Books & Supplies	4,000	10,000	4,000	4,000
Services & Other Operating Expenses	24,727	24,727	45,922	45,922
Capital Outlay				
Total Expenses	155,427	161,427	176,622	176,622
Operating Cash Inflow (Outflow)	-27,547	-31,393	-42,310	88,986
Current Loans Payable		(1,376)	(1,376)	(1,376)
Long Term Loans Payable	(10,416)	(10,416)	(10,416)	(10,416)
Ending Cash	129,560	86,375	32,273	109,467

Ending Cash

**Ross Valley Charter 2nd Revision March 2018
Projected 2017-2019 FY Cash Flow**

	2019-2020 Projected											
	Jul Projected	Aug Projected	Sep Projected	October Projected	Nov Projected	Dec Projected	Jan Projected	Feb Projected	Mar Projected	Apr Projected	May Projected	Jun Projected
Beginning Cash	195,601	185,055	123,900	102,719	89,787	56,143	35,529	10,911				4,143
Revenue												
8011 LCFF State Aid	69,648	31,839	31,839	57,310	57,310	57,310	57,310	57,310	57,310			88,871
8012 Education Protection Account	7,650			7,650			7,650					
8096 Charter School In Lieu Prop Tax	51,608	37,306	74,612	49,741	49,741	49,741	49,741	49,741	49,741			121,721
8181 SPED - Federal												5,031
8381 SPED - State	4,661	4,661	6,526	6,526	6,526	6,526	6,526	6,526	6,526			10,251
8520 Nutrition - State												
8550 Mandate Block Grant						2,500						
8560 Lottery		9,153				9,153						9,153
8670 After school reve			15,600	15,600	15,600	15,600	15,600	15,600	15,600			15,600
8700 Misc Script & Walker Creek	640	640	640	640	640	640	640	640	640			2,552
8801 Family Giving			15,980	15,980	15,980	15,980	15,980	15,980	15,980			15,980
8803 Foundation Grants												
8802 Private giving			500	500	500	500	500	500	500			500
Total Revenue	134,207	83,599	145,696	153,946	146,296	157,950	153,946	150,026	150,026			269,671
Expenses												
Compensation & Benefits	125,000	125,000	128,000	128,000	128,000	128,000	128,000	128,000	128,000			128,000
Books & Supplies	5,315	5,315	5,315	5,315	5,315	5,315	5,315	5,315	5,315			5,315
Services & Other Operating Expens	13,062	13,062	21,771	21,771	34,833	34,833	34,833	34,833	34,833			43,541
Total Expenses	143,378	143,378	155,086	155,086	168,148	168,148	168,148	146,378	146,378			176,851
Operating Cash Inflow (Outflow)	-9,171	-59,779	-9,390	-1,139	-21,852	-10,198	-14,202	3,648	3,648			92,820
Current Loans Payable	(1,376)	(1,376)	(1,376)	(1,376)	(1,376)							
Long Term Loans Payable			(10,416)	(10,416)	(10,416)	(10,416)	(10,416)	(10,416)	(10,416)			(10,416)

FCMAT

FISCAL CRISIS & MANAGEMENT
ASSISTANCE TEAM

September 18, 2020

Mary Jane Burke
County Superintendent of Schools
Marin County Office of Education
1111 Las Gallinas Avenue
San Rafael, California 94903

VIA: Robert Henry, Attorney at Law, rhenryedlaw@gmail.com

Dear County Superintendent Burke:

On September 1, 2020, you sought the assistance of the Fiscal Crisis and Management Assistance Team (FCMAT) in reviewing the available information regarding an August 28, 2020 request by Dannis Woliver Kelley, legal counsel for the Ross Valley School District. This request asked you to order an extraordinary audit of the Ross Valley Charter School based on allegations of potential fraud, misappropriation of funds or other illegal fiscal practices under the exclusive authority granted to county superintendents in California Education Code Section 1241.5(c).

Background

Ross Valley Charter School is authorized by the State Board of Education and is seeking a charter petition renewal before the Ross Valley School District in Marin County. The district's due diligence in reviewing the school's charter petition and other information resulted in concerns expressed in the above-mentioned request. The concerns center on the charter school's governing actions in procuring funds from the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act) Paycheck Protection Program (PPP) as administered by the federal Small Business Administration (SBA). The district's legal counsel submitted the original request supported by multiple exhibits detailing the district's concerns, and submitted additional analysis and exhibits on September 4, 2020 at the invitation of your office. On August 31, 2020, the charter school submitted information in rebuttal.

Process

FCMAT reviewed the following submitted documentation:

- The initial August 28, 2020 request, 101 page report and exhibits,
- The charter school's August 31, 2020, four page response to the initial report, and
- The district's 25 page report and exhibits response dated September 4, 2020.

Furthermore, FCMAT had telephone conversations with personnel from your office, the California Department of Education and district's counsel.

FCMAT's review examined the reports and information submitted to you, PPP requirements and guidelines, and SBA Frequently Asked Questions applicability to obtaining PPP loans.

Observations

FCMAT's observations are summarized as follows:

- There may be concerns regarding the charter school's application for PPP funding, including PPP regulations and assurances. However, the SBA application process to qualify for the loan continues to evolve, may be considered subjective, and leaves much of the determination to qualify for PPP to the applicant and its evaluation process.
- There may be violations of the California open meeting law (Ralph M. Brown Act, California Government Code Section 54950 et seq.) in properly notifying the public, agendaing, and taking action regarding the charter school's intent and process in obtaining PPP funds. However, the school's five-page, comprehensive Board Resolution 2020-5-14, although it may be imperfect, establishes the intent of the board and its explanation of the charter school's qualifications to receive PPP funds.

Conclusion

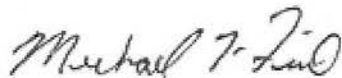
FCMAT concludes that the concerns and allegations raised by the Ross Valley School District are insufficient to rise to the level of justifying an extraordinary audit under Education Code Section 1241.5(c). Therefore, FCMAT does not recommend that the Marin County Superintendent of Schools pursue an extraordinary audit of this matter.

Based on the documentation provided, there may be legitimate concerns about the governance process used by Ross Valley Charter School, and the initial compliance with the SBA's PPP application and assurances requirements, and those concerns are more appropriately addressed by one or more of the following agencies:

- California open-meeting (Brown Act) concerns: Marin County District Attorney
- Paycheck Protection Program (eligibility, assurances): U.S. Small Business Administration, Office of Inspector General

FCMAT appreciates the opportunity to serve the Marin County Superintendent of Schools and extends thanks to you and your staff for their assistance.

Sincerely,



Michael F. Fine
Chief Executive Officer



----- Forwarded message -----

From: **Robert Henry** <rhenryedlaw@gmail.com>

Date: Sat, Sep 19, 2020 at 4:18 PM

Subject: FCMAT Report

To: Sue Ann Evans <sevans@dwkesq.com>, <sharon.sagar@rossvalleycharter.org>

Cc: Mary Jane Burke <mjburke@marinschools.org>, Michael Fine <mfine@fcmat.org>, Marci Trahan <mtrahan@rossvalleyschools.org>, Terena Mares <tmares@marinschools.org>, <sbe@cde.ca.gov>, <jcias@cde.ca.gov>, <sfarland@cde.ca.gov>, Brooks Allen <ballen@marinschools.org>

Dear Parties:

By letter dated August 28, 2020 the Ross Valley School District (District) requested the Marin County Office of Education (MCOE) to conduct an Education Code section 1241.5 audit of the Ross Valley Charter School (Charter School). The letter set forth several bases for requesting that MCOE conduct the audit.

After an initial review of the request MCOE referred the District's request to the Fiscal Crisis and Management Assistance Team (FCMAT).

You will find attached a copy of the FCMAT determination with respect to the District's request.

I have reviewed the FCMAT determination and I have discussed the matter with the chief executive officer of FCMAT . Based on my review of the FCMAT determination and my own review of the underlying issues I have concluded that MCOE should accept the FCMAT determination. I have also determined that in light of the FCMAT analysis and conclusion the MCOE should not invoke its discretionary authority under Educations Code sections 1240(a) (to superintend schools in the county), 47604.3 (COE right to request information from charter schools operating in the county), and 47604.4 (right of COE to "investigate and monitor" charter schools operating in the county).

After discussing the matters set forth above with the Marin County Superintendent of Schools and with the Deputy County Superintendent of Schools I have been authorized to advise you that the MCOE will not invoke its discretionary authority under any of the Education Code sections noted above.

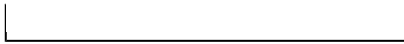
Robert J Henry

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[Redacted signature area]

Our school mailing address is 102 Marinda Drive Fairfax, CA 94930 Phone (415)534-6970

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Our school mailing address is 102 Marinda Drive Fairfax, CA 94930 Phone (415)534-6970



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October 5, 2020

Via Email
mtrahan@rossvalleyschools.org

Marci Trahan, Superintendent
Ross Valley School District
110 Shaw Drive
San Anselmo, CA 94960

RE: Response to Purported “Notice of Violation”

Dear Superintendent Trahan:

Ross Valley Charter School (“RVC” or the “Charter School”) is in receipt of your letter, dated September 3, 2020, sent on behalf of Ross Valley School District (“RVSD” or the “District”), which styles itself as a “notice of violation” as that term is used in Education Code Section 47607(e). This letter serves as RVC’s response; however, as the District does not have any legal authority to issue a “notice of violation,” the Charter School is not obligated to respond, or to revise or conform any of its operations with RVSD’s alleged violations. We respond, instead, in the spirit of transparency and our respect for the local community.

FCMAT SUMMARILY DISMISSED RVSD’S CLAIMS OF FINANCIAL WRONGDOING

Not sufficiently sated with the invocation of an extra-legal process to drum up negativity about RVC, the District also sent its concerns about RVC to the Marin County Office of Education (“MCOE” or the “County”), demanding that MCOE exercise its legal authority to investigate, audit, or call for an audit of the Charter School’s Paycheck Protection Program (“PPP”) loan. MCOE determined it was necessary to send RVSD’s concerns to the Fiscal Crisis and Management Assistance Team (“FCMAT”), for FCMAT’s determination as to whether an investigation was called for.

The County’s counsel sent RVSD’s August 28, 2020 letter and exhibits (totaling 101 pages); an initial response from RVC (totaling 4 pages); and a September 4, 2020 letter and exhibits from RVSD (totaling 25 pages) to FCMAT, seeking guidance from FCMAT as to whether MCOE should invoke its legal authority to commence an extraordinary audit.

In under three weeks, FCMAT responded to MCOE with a two-page letter summarily dismissing RVSD’s concerns about the Charter School engaging in any fiscal improprieties around the PPP loan. FCMAT recommended that MCOE not exercise any of its investigative authorities to further review the Charter School’s PPP loan. (Attached as Appendix A.) The County’s counsel

communicated to RVSD and RVC that it would follow FCMAT's guidance. MCOE is not going to investigate RVC as relates to the PPP. (Attached as Appendix D.)

FCMAT's rapid and unhesitating opinion clearly shows the weakness of RVSD's allegations. We urge the RVSD Board to similarly cease this effort.

RVSD DOES NOT HAVE LEGAL AUTHORITY TO INVOKE EDUCATION CODE SECTION 47607(e)

Education Code Section 47607(e) is a new provision of law, which became effective on July 1, 2020. Section 47607(e) permits "the chartering authority" to deny a charter school's charter renewal petition "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." (Education Code Section 47607(e).) It is undisputed that the State Board of Education ("SBE") is "the chartering authority" of RVC. RVSD is not "the chartering authority" of RVC. Accordingly, the SBE alone has the legal authority to invoke the rights and obligations set forth in Education Code Section 47607(e).

The District's September 3rd letter expressly states: "...the District does not believe it is required to issue a notice of violation and provide RVC with a reasonable opportunity to cure the violations pursuant to Section 47607 before it may take action to deny RVC's renewal petition since it is not the chartering authority..." (Emphasis added.) Quite simply, the Charter School fails to see why RVSD would drag the parties through a process it knows the District does not have the legal authority to pursue.

The Legislature's choice to specify a definite article, "the" in Education Code Section 47607(e) is a significant one. It means that, unlike many of the other instances of the phrase "chartering authority" in Section 47607, the use in subdivision (e) necessarily limits the reach of that subdivision only to the entity currently authorizing a charter school seeking renewal of its charter petition. Such a limit makes sense with the purpose and scope of the subdivision, for two key reasons. First, only the current chartering authority would be able to authentically document whether a charter school committed "substantial fiscal or governance factors, or is not serving all pupils who wish to attend." Indeed, RVSD complained that it was limited in alleging this violation because it did not have access to all California Department of Education oversight documents. And second, with no formal relationship between "a" chartering authority and a charter school, there is no mechanism to hold a charter school accountable to any cures of alleged violations.

Education Code Section 47607 contains multiple mentions of "chartering authority," some with the definite article ("the"), some with the indefinite article ("a"). The weight and significance of the Legislature's choice of a definite article in subdivision (e) is illustrated with a few examples. In subdivision (a)(2), "a" chartering authority may grant one or more charter renewals. This recognizes the fact that charter renewals may be granted by one of several different entities (e.g., on appeal or by the original denying district of an SBE-authorized charter school). Subdivision (a)(3) states that material revisions may only be approved by "the" chartering authority. This recognizes the fact that material revisions may not be appealed like a new or renewal charter. Subdivision (a)(5) allows "the" chartering authority to inspect or observe the charter school. This recognizes the fact that only the current chartering authority may inspect or observe the charter school. Subdivision

(c)(7) sets forth a process for “the” chartering authority to determine accountability metrics for a Dashboard Alternative Status School. This recognizes the fact that such a charter school would seek renewal from its authorizer. And subdivisions (f)-(h) set forth the process for revocation by “the” chartering authority. This recognizes the fact that only the current chartering authority can revoke a charter.

RVC could continue on with this list, including distinguishing counter-examples. The maxim of statutory construction, however, does not change. The Legislature limited the scope and reach of subdivision (e) to “the” chartering authority, which, here, means only the SBE. Therefore, RVSD has no legal authority to invoke this procedure and its letter of September 3, 2020 has no legal import.

THE CHARTER SCHOOL’S RESPONSES TO ALLEGED VIOLATIONS

RVC provides the following responses to violations that the District alleges the Charter School committed. The Charter School provides these responses not from legal obligation, but rather so that the community can assess for itself how RVC has operated within applicable legal requirements. This response excerpts the District’s findings (in italicized text), followed by the Charter School’s response (in plain text).

A. Fiscal Mismanagement

The following, but not limited to, facts demonstrate substantial fiscal mismanagement concerns regarding the operation of RVC:

1. Timeline of Paycheck Protection Program Loan Process

Contrary to the various statements in the Resolution, the facts show the Resolution was approved by the Board after the loan was already applied for by Mr. Hickey on April 9; accepted by Mr. Hickey on April 23rd prior to the April 23rd Board meeting; was awarded by the SBA on April 27; was signed by Mr. Duchene on May 8th; and was funded on May 13th (“Westamerica is pleased to have funded an SBA Paycheck Protection Program Loan for your business.”). Yet none of these facts are included in the Resolution.

This alleged violation consists of a re-telling of the facts that led to RVC’s application for, and award of, a PPP loan. RVC does not dispute the dates cited by the District. What RVSD fundamentally misunderstands, though, is the crucial difference between applying for a PPP loan, and actually entering into a PPP loan. A loan application does not in any way commit RVC to agree to receive a loan.

Given the unexpected length of stay-home orders, and the extent to which life has been upended by COVID-19, it may be difficult to recall the particular landscape of unmitigated chaos that we all lived through in March and April. News, guidance, and state and local orders were changing multiple times per day. There was substantial confusion whether people would be safe leaving their homes. And the federal government was trying to stand up a massive financial relief program, the PPP loans, with very little notice and very few plans for implementation. The lack of clarity from the federal government resulted in chaos at the local and national banks across the country that were

thrust into the position of accepting applications for PPP loans. The scene was no different in the Bay Area.

RVC's Board authorized its business official, Conn Hickey, to apply for a PPP loan. The Board made this authorization with the knowledge that applying for a loan, alone, would not commit the Charter School to anything related to the PPP program. There was no contract, no financial commitment, no repayment terms, and no certainty whatsoever that RVC would be awarded a loan. Compounding the confusion was pressure to apply quickly, before PPP funds dried up.

On April 3rd, the day after the RVC Board authorized Mr. Hickey to apply for the loan, Mr. Hickey called Westamerica branch personnel. Westamerica took down the Business Official's information and said he would be added to a list to contact when the bank was ready to accept applications. On April 6th, Mr. Hickey contacted the bank again by phone and learned how the PPP application process was going to work, which consisted of an online application being "periodically available during the day." (Attached as Appendix C is phone call log.) On April 8th, all day, Mr. Hickey refreshed a browser window for the application every 15 minutes and did not get into the application. He again called the bank that day to express his frustration at not being able to get into the application and was told the bank customer service person was similarly frustrated. Finally, on April 9th, Mr. Hickey tried every 6 minutes, starting from the early morning and finally was able to access the online application shortly after 10:00 am. He called the bank personnel he had been working with to tell them he had been able to get into the application portal and submit the application.

In practical terms, the School Director or Board Chair could not have successfully navigated this process, or completed the application, because of the vigilance and focused attention needed to refresh a browser every six minutes. During those early days of school closures, the School Director and Board Chair were, instead, intently focused on ensuring that all students and employees had the resources they needed to engage in distance learning.

Contrary to RVSD's September 3rd letter, the RVC Board did have a lengthy discussion about the PPP loan, culminating in asking its Business Official to apply for it. The minutes of the April 2nd RVC special Board meeting clearly indicate that there was a long discussion of the economic uncertainty caused by COVID-19 that created the need for a PPP loan. The minutes also include a discussion of the loan and its attributes. What the minutes (which document only a brief summary of the meeting) may not clearly show for those not in attendance is that the Board very much wanted to apply for the PPP loan at Westamerica, was worried it might not be able to get the loan before the money ran out, and wanted its Business Official to focus on submitting the application.

As to the April 23rd RVC Board meeting, the District is correct that RVC posted the agenda for that meeting on April 20th, in compliance with the Brown Act. There were two reasons the agenda was not more specific about authorizing the School Director to execute the PPP loan.

First, national and local news made clear that on April 16th, funding had run out for the PPP. Thus, the Charter School lost hope at that time that it would be awarded the loan. As RVC was preparing its meeting agenda between April 16th and 20th, it was with the expectation that there would not be any funds available for a loan. RVC did not agendize the loan by name because it did not believe it would be awarded any PPP funds. Nevertheless, because there was so much turmoil and

speculation about a possible second round of PPP funding, RVC made the budget item on the agenda an action item. Indeed, April 23rd was also the day that the U.S. House of Representatives voted to approve a COVID-19 financial relief bill that infused more funding into the PPP program.

Second, the Westamerica email on April 19th was sent from a generic email account at the bank and was not from a bank employee. (Attached as Appendix D.) For this reason, the email was routed to the RVC Business Official's "promotions" email folder. Mr. Hickey had no knowledge of the existence of the email. He called the bank customer service personnel on April 21st to ask if the loan had been approved and was told they thought there was or was about to be a counteroffer made. (See attached Appendix C log of phone calls with Westamerica.) On April 23rd Mr. Hickey started looking for the email in his junk and promotional email folders and discovered the email from Westamerica that morning. Given the general concern that this loan might not be available, it is not reasonable to believe that Mr. Hickey would have seen this email the day it was sent on April 19th and done nothing for four days.

After discovering the counteroffer email on April 23rd, Mr. Hickey immediately contacted the School Director and Board Chair to discuss accepting the bank's calculation of the amount of PPP funds RVC qualified for and was authorized to accept the lower amount. The action of accepting the lower loan amount was not accepting receipt of the loan, as alleged by RVSD, but rather agreeing to change the application for the lower amount. The School Director and the Board Chair directed Mr. Hickey to agree to the bank's calculation of the amount of PPP funds RVC qualified for. Moreover, prior to the time of Mr. Hickey's April 23rd email to Westamerica on the morning of the RVC Board meeting, the only formal notice RVC had received was an email from Westamerica that PPP funds had run out on April 16th. Since there were no funds for the PPP loan, as far as RVC knew, Mr. Hickey could not have accepted or entered into a loan on April 23rd.

RVSD alleges that no "action item" regarding the budget was included in RVC's April 23rd meeting agenda. To the contrary, the agenda states "roll call vote" for the budget item, which clearly indicates that action will be taken. As the District may know, the Brown Act mandates that all votes during a teleconference meeting must be taken with a roll call vote.

RVSD also alleges that the School Director was not authorized to accept the PPP loan and execute the loan documents. To the contrary, the RVC Board meeting minutes from the April 23rd meeting state, "Authorization of the Board Chair or School Director to execute a Small Business Administration Payroll Protection Loan Agreement with Westamerica Bank for up to \$290,000, as soon as available, was duly moved, seconded and approved by roll call vote, 5-0-1."

We believe that these facts contributed to FCMAT recommending against MCOE using its investigation authority to look into improprieties around RVC's securing of a PPP loan.

2. Approval of Resolution Misrepresenting Facts Related to the Paycheck Protection Program Loan Process

However, the Resolution makes repeated references to unsubstantiated future and possible financial issues (e.g., potential cash deferrals, possible multi-year recession and difficulty in obtaining bank loans), not current problems as required for the loan. It is clear that RVC acquired the PPP loan to

Ross Valley Charter Appendices and
Supporting Documents

increase its reserves in anticipation of future need, not to mitigate past or current economic hardship – the “current” nature of the “economic need” to which applicants must attest is for short-term cash-flow hardships created by current, and not future anticipated, COVID-19 related impacts.

RVC’s claims of current need for funding for the intended purposes of the PPP loan are false. Nor was any need or basis for the loan discussed or referenced at any time prior to applying for and obtaining the PPP loan. As reflected in the calculations for a PPP loan, it is based upon 2.5 times the average monthly payroll. The PPP loan is a short term payroll loan, not a loan for speculative future need.

In its May 14th PPP Resolution, the RVC Board did comply with regulations from the Small Business Administration (“SBA”), which came in the form of published Frequently Asked Questions (“FAQ”). RVC’s Board Resolution addressed the requirements of FAQ #31 and #37 in five pages of great detail. The primary need for the loan was the likelihood that the State would provide its cash apportionments from one to five months late. The State budget that was adopted in June, within RVC’s eight-week PPP period, which started on May 8th, delayed RVC’s June apportionment payment of \$153,434 to the month of July. RVC’s state payments are always delayed into the next month because it takes MCOE more than two weeks after state distribution to process these funds and transfer them to RVC’s bank account. As result, RVC received the deferred June state aid payment in August and not in July, causing the RVC cash balance to fall to \$211,847 on July 31. Without the \$270,536 loan received on May 8, RVC would not have been able to make its July 31 payroll.

In addition, the state budget that was passed within RVC’s eight-week PPP loan window is going to defer \$696,588 of RVC’s apportionment funds between February and June of 2021. School districts have ready access to low interest, short term cash funding through loans from the County Treasury, which public charter schools do not have access to. The MCOE business office, along with other county education business offices in the Bay Area, supported charter schools applying for PPP loans to obtain financing at similarly affordable rates for these cash deferrals.

Since RVC is only in its third year of operation, with only 12% reserves and since MCOE delivers state revenue to RVC in the month following when it receives it from the state, RVC is perpetually low on cash. Cash flow shortages are one of the primary reasons why the Charter School Finance Authority (“CSFA”) makes a \$250,000 startup loan available to new charter schools. That CSFA loan is now in its fourth year of being paid back and will be completely repaid by May of 2021. Furthermore, because RVC is a new school with a relatively short credit history, commercial banks are not likely to originate a line of credit in these extremely uncertain economic times to RVC, which has only 45 days of expenses in its reserves. During the last recession in 2008-2012, charter schools paid twenty percent or more for factored receivable loans to cover cash flow due to State apportionment deferrals that spanned up to five months. Twenty percent interest for eight months of borrowing the \$696,588 of state revenue deferrals is close to \$100,000. The standard in SBA FAQ#31 for considering other financing is whether the business’s “ability to access other sources of liquidity sufficient to support their ongoing operations in a manner that is not significantly detrimental to the business.” Adding \$100,000 a year for interest expense for the foreseeable future clearly will be detrimental to RVC’s educational mission. At the time these attestations of economic uncertainty were made, interest rates of 20% or higher using factoring of receivables appeared to be the only available option.

The SBA regulations were amended on May 13th with FAQ #46, the day before RVC's May 14th Board meeting approving the Resolution. The new regulations stated that any borrower that received less than \$2 million in loans will be provided a "safe harbor" and will be "deemed to have made the required certification concerning the necessity of the loan request in good faith." This regulatory change removed the legal uncertainty in not adequately documenting such necessity and completely undermines all the references throughout the complaint about violating federal law. Although FAQ #46 offers legal protection for the Charter School, RVC fully complied with FAQ #31 on May 14 in laying out its evaluation of current economic uncertainty. In this FCMAT concurred.

3. False Statements to the Federal Government in the PPP Loan Process

RVC's actions including, acceptance of the PPP loan and efforts taken to cover up the improper process that was undertaken to obtain the loan, including adoption of the Resolution rife with false statements, demonstrate that RVC administration and Board were complicit with the deceitful actions of Mr. Hickey in applying for and obtaining the PPP loan.

This finding recycles the previous two findings (that Mr. Hickey was not authorized to apply for a loan, and that RVC did not have current need for the PPP loan), both of which have been demonstrated, in the pages above, to be inaccurate. Mr. Hickey completed the loan application but did not authorize or execute the loan. He agreed only to lowering the amount requested, to match the amount the bank suggested, after consulting with those authorized to execute the loan. The Charter School's Board determined the likely need for a PPP loan on April 2nd. RVC faced immediate economic uncertainty, to the point where it would not have made payroll without the loan during the eight-week period covered by the loan. (It was eight weeks at the time; subsequent changes to legislation and regulation have extended this to 24 weeks). Here, though, RVSD adds in a claim of fraud by RVC.

The District's claims of fraud have no grounding in law or fact and are not made true simply because they are asserted and repeated. The crime of fraud requires intentionality to defraud, which never existed, and which RVSD has been unable to provide any evidence for. There was no falsehood, there was no cover up, and there was no unlawful action in the Charter School's PPP loan application process. It bears repeating that FCMAT, which is expert in fraud investigations, advised MCOE not to pursue an investigation into RVC over the PPP.

B. Governance Mismanagement, Violation of Charter, Violation of Law

The above-described facts demonstrating RVC's fiscal mismanagement also demonstrate substantial mismanagement in governance of RVC by its Board and administration. The following, but not limited to, facts further demonstrate RVC's governance mismanagement, violation of the RVC Charter, and violation of law:

1. Board Misrepresentation to the Public regarding Paycheck Protection Program Loan Application and Funding

In RVC Board Resolution No. 2020-5-14, RVC misrepresented to the public the series of events and justifications for its application for and receipt of a PPP loan.

RVSD's claim here, recycling the allegations addressed above, is that the Resolution falsely stated that on April 23rd, the School Director was authorized to borrow funds through the PPP program. As stated above, RVSD alleges that no "action item" regarding the budget was included in RVC's April 23rd meeting agenda. To the contrary, the agenda states "roll call vote" for the budget item, which clearly indicates that action will be taken. There were four agenda items in the "General Information" section of the agenda. Three of the four included the designation "discussion/roll call vote." One the four, the Local Control and Accountability Plan, was only agendized for "discussion." The Brown Act does not require the word "action" to appear on an agenda in order for an entity to communicate to the public that the Board will vote on an item. Given that the April 23rd meeting was a teleconference meeting, it is clear that the "roll call vote" designation indicates the Board was going to take action.

RVSD also alleges that the School Director was not authorized to accept the PPP loan and execute the loan documents. To the contrary, the RVC Board meeting minutes from the April 23rd meeting state, "Authorization of the Board Chair or School Director to execute a Small Business Administration Payroll Protection Loan Agreement with Westamerica Bank for up to \$290,000, as soon as available, was duly moved, seconded and approved by roll call vote, 5-0-1." The RVC Board properly agendized action on its April 23rd agenda, and then it did properly take action during that meeting to authorize the Board Chair or School Director to execute a PPP loan, as documented in the meeting minutes.

The District also attempts to quarrel with the content of the Charter School's PPP loan Resolution. As there is no government-required or even -approved resolution template, RVSD can cite no legal authority for its position. Indeed, even FCMAT acknowledged the efficacy of RVC's PPP Resolution, stating: "[h]owever, the school's five-page, comprehensive Board Resolution 2020-5-14, although it may be imperfect, establishes the intent of the board and its explanations of the charter school's qualifications to receive PPP funds." The District's claims have been undermined and do not rise to the level of substantial mismanagement, as alleged.

2. Improper Delegation of Authority

While the April 2, 2020, Board meeting minutes reflect that the Board ultimately approved Mr. Hickey's authority to sign checks, the Board did not approve authority to enter into contracts and agreements generally, nor do the minutes include any discussion or notes related to this issue.

As explained repeatedly above, Mr. Hickey simply applied for the PPP loan on behalf of RVC but did not enter into the PPP loan for the Charter School. He served as the contact person, but not the corporation's principal.

3. Repeated Failure to Comply with the Brown Act

Yet, there is a systemic failure to comply with the letter or spirit of the Brown Act.

This allegation recycles (again) allegations responded to in detail above and summarized here:

- RVC did not learn of the loan eligibility email until the day of the April 23rd Board meeting, so could not have agendized it in advance.
- Budget documents did not account for PPP funds because the Charter School was operating from information that all funding under the program had run out.
- The Business Official was not entering into the PPP loan, but simply moving forward with the application process.
- The Board properly voted to authorize the Board Chair or School Director to execute a PPP loan with Westamerica, and the meeting agenda permitted such a vote.

4. Failure to Comply with Americans with Disabilities Act

RVC is now approaching the start of its second year in the site yet it remains out of compliance with the ADA. Because the site is out-of-compliance with the ADA and therefore inaccessible to students with disabilities, RVC is not serving or able to serve all students who wish to attend the Charter School in violation of its Charter and the law.

It is not correct that RVC is out of compliance with the Americans with Disabilities Act (“ADA”). The site was constructed before the ADA came into existence and has been used continuously as a private school for several decades to serve students. When RVC took possession of the facility, when Cascade Canyon ceased operation in June of 2020, it agreed with its chartering authority that it should undertake a barrier removal project to insure that any handicapped student or parent had fully access to the school’s educational offerings. It has spent the past year working on this project.

Furthermore, RVC has been operating school entirely through distance learning, just as RVSD is. Accordingly, no students are accessing the school site. And yet, like RVSD, the Charter School is open and serving all students who wish to attend.

Although our voluntary ADA barrier removal project was delayed by COVID-19, closing down work and permitting for many weeks, we are in the process of completing our work and plan for the site to be ready to receive students when safety permits. RVC expects that it will have completed all ADA renovations per our agreement with our chartering authority by October 15th.

5. Failure to Comply with Fire and Life Safety Requirements

In addition to the need for ADA compliance, RVC was informed by the fire inspector that the Charter School must have an updated fire and life safety system.

RVC was approved to occupy the site with the existing Fire/Life/Safety system in place at the time of initial occupancy. It was the voluntary ADA barrier removal construction that generated the request for an upgrade in the system. The existing system remains in place. Infrastructure work has begun to facilitate this installation. The master panel is installed onsite, a contract for work is signed, and we expect the upgraded system to be installed by Winter Break.

Required Corrective Actions and Opportunity to Cure

The Charter School declines the District's invitation to take actions #1 through 4 in RVSD's list, and notes that all current Board Members, the School Director and Secretary to the Board all completed annual Brown Act training and Conflict of Interest training on September 16, 2020.

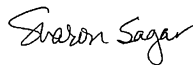
As mentioned above, RVC expects that it will have completed all ADA renovations per our agreement with our chartering authority by October 15th.

RVC has worked diligently to implement distance learning instruction for all of our students, including those with individualized education programs and other plans. We have not yet begun on campus in-person instruction for any students as of the date of this letter, so no 'disabled' student has been excluded from in-person instruction any more than all of the thousands of other students across the county who are waiting for their public schools to reopen their campuses to in-person instruction.

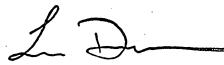
* * *

RVC has fully, and in good-faith, responded to all of the District's allegations through this extra-legal procedural vehicle. Given FCMAT and MCOE's lack of interest in this subject matter, we fervently hope that RVSD, too, will move on from the topic and focus instead on the student academic achievement and operational matters described in RVC's charter renewal petition.

Sincerely,



Sharon Sagar, Board Chair



Luke Duchene, School Director

Cc: Ross Valley School Board
Mary Jane Burke

Appendices Attached

FCMAT

FISCAL CRISIS & MANAGEMENT
ASSISTANCE TEAM

APPENDIX A

September 18, 2020

Mary Jane Burke
County Superintendent of Schools
Marin County Office of Education
1111 Las Gallinas Avenue
San Rafael, California 94903

VIA: Robert Henry, Attorney at Law, rhenryedlaw@gmail.com

Dear County Superintendent Burke:

On September 1, 2020, you sought the assistance of the Fiscal Crisis and Management Assistance Team (FCMAT) in reviewing the available information regarding an August 28, 2020 request by Dannis Woliver Kelley, legal counsel for the Ross Valley School District. This request asked you to order an extraordinary audit of the Ross Valley Charter School based on allegations of potential fraud, misappropriation of funds or other illegal fiscal practices under the exclusive authority granted to county superintendents in California Education Code Section 1241.5(c).

Background

Ross Valley Charter School is authorized by the State Board of Education and is seeking a charter petition renewal before the Ross Valley School District in Marin County. The district's due diligence in reviewing the school's charter petition and other information resulted in concerns expressed in the above-mentioned request. The concerns center on the charter school's governing actions in procuring funds from the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act) Paycheck Protection Program (PPP) as administered by the federal Small Business Administration (SBA). The district's legal counsel submitted the original request supported by multiple exhibits detailing the district's concerns, and submitted additional analysis and exhibits on September 4, 2020 at the invitation of your office. On August 31, 2020, the charter school submitted information in rebuttal.

Process

FCMAT reviewed the following submitted documentation:

- The initial August 28, 2020 request, 101 page report and exhibits,
- The charter school's August 31, 2020, four page response to the initial report, and
- The district's 25 page report and exhibits response dated September 4, 2020.

Furthermore, FCMAT had telephone conversations with personnel from your office, the California Department of Education and district's counsel.

FCMAT's review examined the reports and information submitted to you, PPP requirements and guidelines, and SBA Frequently Asked Questions applicability to obtaining PPP loans.

Observations

FCMAT's observations are summarized as follows:

- There may be concerns regarding the charter school's application for PPP funding, including PPP regulations and assurances. However, the SBA application process to qualify for the loan continues to evolve, may be considered subjective, and leaves much of the determination to qualify for PPP to the applicant and its evaluation process.
- There may be violations of the California open meeting law (Ralph M. Brown Act, California Government Code Section 54950 et seq.) in properly notifying the public, agendaing, and taking action regarding the charter school's intent and process in obtaining PPP funds. However, the school's five-page, comprehensive Board Resolution 2020-5-14, although it may be imperfect, establishes the intent of the board and its explanation of the charter school's qualifications to receive PPP funds.

Conclusion

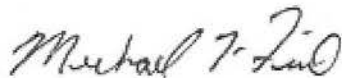
FCMAT concludes that the concerns and allegations raised by the Ross Valley School District are insufficient to rise to the level of justifying an extraordinary audit under Education Code Section 1241.5(c). Therefore, FCMAT does not recommend that the Marin County Superintendent of Schools pursue an extraordinary audit of this matter.

Based on the documentation provided, there may be legitimate concerns about the governance process used by Ross Valley Charter School, and the initial compliance with the SBA's PPP application and assurances requirements, and those concerns are more appropriately addressed by one or more of the following agencies:

- California open-meeting (Brown Act) concerns: Marin County District Attorney
- Paycheck Protection Program (eligibility, assurances): U.S. Small Business Administration, Office of Inspector General

FCMAT appreciates the opportunity to serve the Marin County Superintendent of Schools and extends thanks to you and your staff for their assistance.

Sincerely,



Michael F. Fine
Chief Executive Officer

APPENDIX B

----- Forwarded message -----

From: **Robert Henry** <rhenryedlaw@gmail.com>

Date: Sat, Sep 19, 2020 at 4:18 PM

Subject: FCMAT Report

To: Sue Ann Evans <sevens@dwkesq.com>, <sharon.sagar@rossvalleycharter.org>

Cc: Mary Jane Burke <mjburke@marinschools.org>, Michael Fine <mfine@fcmat.org>, Marci Trahan <mtrahan@rossvalleyschools.org>, Terena Mares <tmares@marinschools.org>, <sbe@cde.ca.gov>, <jcias@cde.ca.gov>, <sfarland@cde.ca.gov>, Brooks Allen <ballen@marinschools.org>

Dear Parties:

By letter dated August 28, 2020 the Ross Valley School District (District) requested the Marin County Office of Education (MCOE) to conduct an Education Code section 1241.5 audit of the Ross Valley Charter School (Charter School). The letter set forth several bases for requesting that MCOE conduct the audit.

After an initial review of the request MCOE referred the District's request to the Fiscal Crisis and Management Assistance Team (FCMAT).

You will find attached a copy of the FCMAT determination with respect to the District's request.

I have reviewed the FCMAT determination and I have discussed the matter with the chief executive officer of FCMAT . Based on my review of the FCMAT determination and my own review of the underlying issues I have concluded that MCOE should accept the FCMAT determination. I have also determined that in light of the FCMAT analysis and conclusion the MCOE should not invoke its discretionary authority under Educations Code sections 1240(a) (to superintend schools in the county), 47604.3 (COE right to request information from charter schools operating in the county), and 47604.4 (right of COE to "investigate and monitor" charter schools operating in the county).

After discussing the matters set forth above with the Marin County Superintendent of Schools and with the Deputy County Superintendent of Schools I have been authorized to advise you that the MCOE will not invoke its discretionary authority under any of the Education Code sections noted above.

Robert J Henry

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[Redacted signature area]

Our school mailing address is 102 Marinda Drive Fairfax, CA 94930 Phone (415)534-6970

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Our school mailing address is 102 Marinda Drive Fairfax, CA 94930 Phone (415)534-6970



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APPENDIX C

Conn Hickey Cell Phone Logs Regards Phone calls with Westamerica Bank Customer Service Personal in April and May 2020

- 4-3 13 min I called to start the application process by phone and provided my contact info to be informed when applications would be open
- 4-6 21 min Bank personnel explained in detail how the application process was going to work and that the web site would have the application available at any moment
- 4-8 3 min I called to express frustration that could not get in despite trying every 15 minutes
- 4-9 1 min I called to report success in applying
- 4-14 1 min I called inquiring on status of application as money was starting to run out according to national news
- 4-21 4 min I called again to ask if the loan had been approved. Evidence that I had not seen the 4-19 counteroffer email until 4-23
- 4-24 7 min I called to ask whether the bank would participate in what looked like a new possible funding round.
- 4-28 3 min Bank called letting me know RVC had a loan number and that I should look for an email confirming that.
- 5-1 3 min I called the bank to confirm having received the 4-29 email announcing the granting of the loan.

APPENDIX D

From: [Conn Hickey](#)
To: [SBA Lending](#)
Subject: Re: Paycheck Protection Program Loan Application – Information Request #12494090
Date: Thursday, April 23, 2020 10:27:22 AM

Dear Westamerica

We accept your counter offer.

Conn Hickey
Business Official
Ross Valley Charter

On Sun, Apr 19, 2020 at 9:52 AM SBA Lending <SBA.Lending@westamerica.com> wrote:

We received notification from the Small Business Administration that the SBA CARES Act Paycheck Protection Loan program funding limits were reached on Thursday, April 16, 2020 and they are no longer accepting applications.

Westamerica will continue processing and preparing submitted applications.

In the event the program receives additional funding and program rules and guidance allow us to do so, we will resume submission to the SBA for loan guaranty and approval.

We have received your application for processing and data verification. Your business appears to meet the criteria for a PPP loan, however we need additional information from your business to complete our processing:

Documentation submitted with your application supports a maximum loan amount of:
\$270,653.00.

You may accept this loan amount or you may complete the attached Payroll Calculation Worksheet and return to us with corresponding documentation of 2019 payroll.

Ross Valley Charter Appendices and
Supporting Documents

accs-feb21item03
Attachment 7
Page 335 of 543

If this loan amount is acceptable to you, please respond to this message stating the reduced loan amount is acceptable. We will proceed with our processing.

You may complete and submit the attached Payroll Calculation Worksheet which shows your calculations of your original loan request. Respond directly to this message requesting an additional review with the completed worksheet and corresponding documentation of 2019 payroll.

If you would like to submit documents containing non-public information via a secure document portal, please notify us by replying to this email and we will send you a link.

The Paycheck Protection Program is administered by the SBA and is limited to an authorized funding amount as designated by the federal government. The SBA has indicated that loans under the Paycheck Protection Program will be made available on a first come, first served basis. Given the limitations on SBA authorized funding and the significant volume of applications already submitted to Westamerica Bank and other lenders, not every qualified applicant will receive loan proceeds under the program.

Sincerely,

Westamerica Bank

1 (800)848-1088

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of age (provided the applicant has the capacity to enter into a binding contract); color, religion, national origin, sex, marital status; because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning Westamerica Bank is: Federal Reserve Consumer Help Center, PO Box 1200, Minneapolis, MN 55840.



TITLE	Oct 5 Letter for Signing - Revised
FILE NAME	RVC LTR M. Trahan... of Violation.pdf
DOCUMENT ID	3c34e10fadd2cde33c7f1b8251d16a3898bbe006
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

 SENT	10 / 05 / 2020 20:18:09 UTC	Sent for signature to Sharon Sagar (sharon.sagar@rossvalleycharter.org) from luke.duchene@rossvalleycharter.org IP: 76.253.15.214
 VIEWED	10 / 05 / 2020 20:19:34 UTC	Viewed by Sharon Sagar (sharon.sagar@rossvalleycharter.org) IP: 73.92.11.159
 SIGNED	10 / 05 / 2020 20:19:56 UTC	Signed by Sharon Sagar (sharon.sagar@rossvalleycharter.org) IP: 73.92.11.159
 COMPLETED	10 / 05 / 2020 20:19:56 UTC	The document has been completed.



110 Shaw Drive, San Anselmo, CA 94960 | Phone: 415.454.2162 | Fax: 415.454.6840 | www.rossvalleyschools.org

Superintendent: Marci Trahan | Board of Trustees: Annelise Bauer • Anne Capron • Ryan O'Neil • Wesley Pratt • Mark Reagan

October 12, 2020

Via Email

Luke Duchene
School Director
Ross Valley Board of Trustees
Ross Valley Charter
PO Box 791
Fairfax, CA 94978
luke.duchene@rossvalleycharter.org

Re: Ross Valley School District
Ross Valley Charter School

Dear Mr. Duchene:

The Ross Valley School District ("District") is in receipt of your letter dated October 2, 2020, and documents regarding Ross Valley Charter's ("RVC" or "Charter School") response to the District's Request for Information. Thank you and your team for providing this information. We will follow up if we have any questions about what you have provided.

We understand from your cover letter as well as RVC's response to the Notice of Violation that RVC does not believe the District has authority of a chartering authority because the State Board of Education ("SBE") "is the chartering authority" for RVC. The District will address this issue more fully as it evaluates the charter petition that RVC has submitted. However, we will address this issue briefly here.

The renewal process put into place by AB 1505 uniquely calls upon the District to consider renewal of the Charter School and gives direction for that process which is directed to the "chartering authority." (See, Ed. Code, § 47607.) The statute does not make the distinction identified by RVC – "a" chartering authority versus "the" chartering authority - in a way to suggest that the Legislature did not intend the local school district in receipt of a renewal petition to have the authority to obtain records, issue a Notice of Violation, or take other steps necessary to evaluate and process a renewal petition as required by section 47607. To accept RVC's interpretation, the academic performance portion of the renewal process would not apply to the process before the District. Yet, review of academic performance is of course key to Petitioner's eligibility for renewal. RVC states that section 47607(c)(7) sets forth a process for "the" chartering authority to determine accountability metrics for a Dashboard Alternative Status School. RVC's position that this language recognizes the fact that such a charter school would seek renewal from "its authorizer," ignores section 47605.9, which requires the renewal be submitted to the District, not SBE.

We view the critical elements of renewal as set forth in the statutes to be the Charter School's past history and performance, with accountability being the cornerstone of the Charter Schools Act. These elements are left out of the process contemplated by RVC.

Luke Duchene
Ross Valley Board of Trustees
October 12, 2020
Page 2

For these reasons, the District has the authority as a chartering authority for purposes of the renewal process. It is reasonable for the District to utilize the tools of the chartering authority, as it is designated by section 47607, to perform the requisite due diligence to consider renewal. This is particularly true as the submittal of the renewal petition asks the District to become the chartering authority with its attendant responsibilities and potential liabilities.

Sincerely,

A handwritten signature in cursive script that reads "Marci Trahan".

Marci Trahan, Superintendent
Ross Valley School District

1. Any and all leases, rental agreements, or other contracts related to facilities.

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COMMERCIAL FIRE ALARM SYSTEM PURCHASE AND/OR SERVICES AGREEMENT



www.bayalarm.com
800-610-1000

- 9836 Kitty Ln., Oakland, CA 94603
- 60 Berry Dr., Pacheco, CA 94553
- 510 Myrtle Ave, S San Francisco, CA 94080
- 1016 Clegg Ct., Petaluma, CA 94954
- 1290 Hammerwood Ave., Ste D, Sunnyvale, CA 94089
- 3819 Duck Creek Dr., Stockton, CA 95215
- 3475 Orange Grove Ave., N. Highlands, CA 95660
- 2335 Larkspur Ln., Ste A, Redding, CA 96002
- 2264 Goodyear Ave., Ventura, CA 93003
- 1590 S. Lewis St., Anaheim, CA 92805
- 1728 Standard Ave., Glendale, CA 91201
- 740 S. Rochester Ave., Ste D, Ontario, CA 91761
- 17111 S Broadway, Gardena, CA 90248
- 8205 Ronson Rd, Ste F San Diego, CA 92111

CSFM AUTOMATIC FIRE EXTINGUISHING CONCERN, TYPE 1 LICENSE, A-0471
CALIFORNIA CONTRACTOR'S LICENSE NO. 880138
ALARM OPERATOR'S ACO LIC #28

- New System or Takeover New Owner Addendum-Alteration Addition Cancel Former Agreement-Alteration Addition

User hereby authorizes Bay Alarm Company hereinafter "Bay," or assigns to install and/or service the fire alarm system under the following conditions and agrees to pay the installation charge upon completion and the service charge in advance at Bay's address, for an initial period of five (5) years, from date the System is operational.

User Ross Valley Charter School Phone (415) 534-6970

Address 102 Marinda Dr. City Fairfax Zip 94930

Bay will install the system ("System") described below and on the attached continuation page(s), and if subscribed to by User, monitor and provide other services pursuant to the terms and conditions of this agreement.

Fire Alarm Shop Drawings will be completed for submittal to the governing Authority Having Jurisdiction (AHJ). Submittal times may be delayed if User cannot provide useable CAD (Computer Aided Design) files or architectural drawings to Bay. This may require Bay to create a set of floor plans in CAD at an additional expense to User. Floor plans are required for the production of fire alarm shop drawings.

Governmental Review: The AHJ may require approval of the System installation. Depending on the processing time for your current AHJ, Bay will not be responsible from delays arising for this portion of the installation process.

Installation: Local and state building and fire codes may prohibit the installation of a fire alarm system until approved by the governing AHJ and a permit for the installation is issued. Once Bay receives the approved permit the installation will begin approximately 4 weeks and will be completed within approximately 8 weeks.

SALE AND INSTALLATION PRICE; PAYMENT:

TOTAL SALE AND INSTALLATION PRICE: \$ 70,000.00
(plus applicable taxes to be billed separately)

DEPOSIT DUE AT SIGNING: \$ -35,000.00

DUE UPON ROUGH WIRING COMPLETION: \$ -17,500.00

BALANCE DUE UPON EARLIER OF FINAL INSPECTION OR SYSTEM ONLINE: \$ 17,500.00

<p>FIRE ALARM</p> <p><input checked="" type="checkbox"/> Monitored <input type="checkbox"/> Local - Non Monitored</p> <p>FIRE TEST FREQUENCY</p> <p><input checked="" type="checkbox"/> NFPA 72 <input type="checkbox"/> Sprinkler Inspection Service Bay will inspect _____ risers per quarter <input type="checkbox"/> Other _____</p> <p>FIRE TEST DEVICES</p> <p><input type="checkbox"/> Panel Only <input checked="" type="checkbox"/> Panel & Fire Devices</p>	<p>COMMUNICATION TYPE</p> <p><input type="checkbox"/> POTS (Plain Old Telephone Service) <input type="checkbox"/> Internet Protocol</p> <p>WIRELESS TRANSMISSION</p> <p><input checked="" type="checkbox"/> Digital Communication Transmission <input type="checkbox"/> GSM Communication Alarm Transmission Only <input type="checkbox"/> GSM Communication Alarm Transmission <input type="checkbox"/> Other _____</p>
--	--

FOR OFFICE USE ONLY

MONTHLY SERVICE CHARGE: \$ 750.00 Payable quarterly in advance.

How to Get Service: Contact Bay at 1-800-470-1000. Bay will provide service as soon as reasonably possible.

Ross Valley Charter Appendices and
Supporting Documents

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USER: Ross Valley Charter School

ADDRESS: 102 Marinda Dr. CITY: Fairfax ZIP: 94930

SERVICES PROVIDED:

- Monitor Only:** Bay will not provide repair service, testing or inspections to the Systems. User is responsible to provide this service.
- Full Service:** Bay will provide all repairs necessitated by ordinary wear and tear to the System. All other repairs shall be at User's expense on a time plus material basis at Bay's then prevailing rates, which include a minimum 30 minute visit charge.
- Time Plus Material Service:** At the end of Bay's limited warranty Bay will provide all repairs at User's expense on a time plus material basis. Parts and labor will be billed at Bay's then prevailing rates, which include a minimum 30 minute visit charge.

FIRE SYSTEM

- Smoke/Heat detectors—for area or spot detection only.
- Bay to plan check and apply for city permits. **User agrees to pay all city, permit, plan check, or drawing charges as required.**
- User understands and agrees that any additional devices required by the AHJ before final acceptance of System will be at User's expense at Bay's then prevailing rates.
- If POTS is used, User to provide two (2) User-controlled phone lines.
- User to provide dedicated 120VAC to the Fire Alarm Control Unit and associated power supplies, and install breaker locks for required power.
- If smoke detectors are installed and then become dirty due to construction that takes place, the User understands they are responsible for repair and/or replacement.
- If Bay is unable to gain access to the System for testing and inspections, User understands there may be a return trip fee. Bay will not issue a credit for failed or no access inspections.
- User understands and agrees that the automatic fire alarm devices and appliances that will be installed or are located on this property are pursuant to the approved shop drawings that will be or were previously submitted by Bay to the AHJ for this property.
- Additional state, other government agency, insurance inspections or testing which requires Bay personnel to be on site will be charged on a time plus material basis, at Bay's then prevailing rates.
- Once System has been powered up and System is programmed at Bay's monitoring center the Monthly Service Fee is payable.
- HVAC system power/shut off is to be provided by mechanical and/or electrical contractors. Bay will monitor only.
- If during the installation process the AHJ deems a fire watch is necessary while the System is being installed or temporarily inoperable, User to provide and pay for this service.
- Any painting and/or patching is not included unless expressly stated otherwise.
- Additional fees that are not included in the contract are as follows: permit fees, additional off hour inspections or re-inspection due to other contracted parties failure to show and have equipment ready for inspection.
- Bay shall install a fire alarm system based on the Codes and Standards that were in effect at the time the System was designed, based on the prescriptive requirements for the occupancy. Bay is not providing an engineering assessment. If an engineering assessment of risk hazards is required, the User should contact a Registered Fire Protection Engineer.

IF SPRINKLER INSPECTION SERVICE

- If Sprinkler Inspection Service is provided, Bay will conduct the inspections in accordance with Title 19, California Code of Regulations, Chapter 5, Article 4.
- Bay is not providing or will not provide design analysis of the premises sprinkler system through the Sprinkler Inspection Service inspection. If a design analysis is desired the User should contact a Registered Fire Protection Engineer.

IF FIRE INSPECTIONS ARE TO BE PERFORMED

- Bay will perform fire inspections during normal business hours, Monday-Friday 9-5. Inspections performed after normal business hours are available at a premium rate.
- Depending on the type of inspection being performed, User understands and agrees it may cause a disruption in business.

IF A NEW OWNER LABOR AGREEMENT

- Bay tests and inspects up to one (1) hour only. Any additional work that has not been contracted will be done on a time plus material basis at Bay's then prevailing rate.

IF A TAKEOVER/CONNECT TO USER OWNED DEVICES

- Bay to connect to and monitor or control User's owned equipment. Any work to be done on User owned equipment that exceeds one (1) hour will be on a time plus material basis at Bay's then prevailing rate including any repairs or modifications required to make System operational.

NETWORK CONNECTIVITY AND TRANSMISSION FACILITIES

- User shall provide and maintain operational an Ethernet Network connected CAT-5 or higher cable with a RJ-45 plug termination at location specified by Bay. If required, User will provide I.P. address, gateway address and submask. If the Internet or Wireless Transmission is used as a primary or secondary transmission path, User will provide, at your expense, the necessary telecommunications connections facilities. The Internet, radio and cellular networks are maintained and serviced by the applicable service provider and are totally beyond Bay's control. Signal transmission connectivity and speed may vary due to traffic volumes, adverse weather, system outages and other circumstances beyond our control.
- Internet Connectivity can only be supported through a PC with Internet Explorer. Mac's or other Browsers are not compatible at this time.

VoIP TELEPHONE SERVICE: The use of VoIP telephone service may interfere with the ability of the System to transmit alarm signals to our monitoring facility. The User must notify Bay in advance if considering the use of a managed VoIP service in order to assure its ability to function. User understands that DSL, unmanaged VoIP, or other internet-based services not approved in advance by Bay may not be used.

IF A UL CERTIFICATE IS ISSUED

- User understands and agrees that UL charges Bay an annual fee for their services. User will reimburse Bay for the fee.
- Bay will automatically renew agreement and certificate for same initial agreement term, unless notified thirty (30) days in advance by User.

PROGRESS BILLING

- User understands and agrees that if there is a User caused interruption (i.e. User construction delay, remodeling, prewire, no power available, etc.) in Bay's ability to start and finish the installation and Bay must return at a later date to complete the installation, Bay will progress bill for a portion of work completed. A return trip charge may be incurred.

IF AN ADDENDUM-ALTERATION ADDITION AGREEMENT

- User understands and agrees that Bay will leave balance of system as listed per previous agreements.

IF A CANCELS FORMER AGREEMENT

- Contract terms begin upon date System and/or Service is online.

SIGNS, DECALS AND SYSTEM COMMUNICATOR REMAIN THE PROPERTY OF BAY

THE SYSTEM MUST BE CONNECTED TO A (POTS) PLAIN OLD TELEPHONE SERVICE LINE AND MAY NOT WORK WITH OTHER COMMUNICATION METHODS SUCH AS CELLULAR OR VOIP SERVICES (see paragraph 10)

Ross Valley Charter Appendices and Supporting Documents

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CONTINUATION PAGE

USER: Ross Valley Charter School

ADDRESS: 102 Marinda Dr. CITY: Fairfax ZIP: 94930

- | | | | | |
|------------------------|--------------------------|-------------------------|-------------------------|----------------------------|
| 1) Bay Alarm to Remove | 2) Bay Alarm to Relocate | 3) Bay Alarm to Install | 4) Bay Alarm to Connect | 5) Leave Balance of System |
|------------------------|--------------------------|-------------------------|-------------------------|----------------------------|

FOR OFFICE USE ONLY	
	Bay Alarm to Leave as is the following equipment from ACCT # 2823928:
	(1) Fire Alarm Control Panel - Kinderblast Main Classroom
	(1) Cellular Communicator - At Panel
	(1) Annunciator - At Panel
	(13) Smoke Detectors - Per Plans
	(1) Manual Fire Alarm Box - Per Plans
	(1) Documentation Cabinet - Per Plans
	(2) Monitor Modules - Per Plans
	(1) UDACT Module - Per Plans
	(21) Speaker Strobes - Per Plans
	(1) Power Supply - Per Plans
	(1) Voice Evac Emergency Command Center - Per Plans
	Bay Alarm to Remove the following equipment from ACCT # 2823928:
	(3) Manual Fire Alarm Boxes - Front N Entry, N Building, S Breezeway
	Bay Alarm to Install new user owned equipment per attached proposal dated 8/28/20.
	*This proposal is based on standard wages. If prevailing wages are required, additional labor cost will be added at customers expense.
	*This system is currently a Bay Alarm Owned System under the name of KinderBlast. This proposal will change the system from Bay Alarm Owned to Customer Owned. Ross Valley Charter School will take over ownership of the Fire Alarm System and will assume financial responsibility of the existing Fire Alarm equipment.
	USER DESIRES NO ADDITIONAL PROTECTION AT THIS TIME, I.E. <input type="text" value="Additional Smoke Detectors"/>
	IF DEPOSIT IS NOT RECEIVED, BAY WILL SCHEDULE THE CONTRACT WORK/SERVICE ONCE THE DEPOSIT IS RECEIVED. IF FINAL PAYMENT IS NOT RECEIVED UPON COMPLETION OF CONTRACT WORK, BAY MAY ELECT NOT TO ACTIVATE THE SERVICE UNTIL FINAL PAYMENT IS RECEIVED. YOU STATE THAT YOU HAVE RECEIVED A COMPLETE COPY OF THIS AGREEMENT. ALL TERMS ON THE FOLLOWING PAGES, INCLUDING THOSE LIMITING BAY'S LIABILITY, AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT -- READ THEM BEFORE YOU SIGN ALL PAGES.

Ross Valley Charter Appendices and
Supporting Documents

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USER: Ross Valley Charter School

ADDRESS: 102 Marinda Dr.

CITY: Fairfax

ZIP: 94930

1. LIMITED WARRANTY: (a) WHAT IS COVERED: For one year parts and ninety (90) days labor; after we complete the installation, we will repair or replace any defective part of the System without charge to you. We can use new or used parts of the same quality. **(b) HOW TO GET SERVICE:** Call 1-800-470-1000. **(c) WHAT IS NOT COVERED:** Repair of the System is our only duty. This warranty does not include batteries or labor associated with the replacement of batteries. We make no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. All the implied warranties of merchantability or fitness for any special purpose are limited to the duration of this expressed limited warranty. We do not warrant that the System will always detect, or help prevent any fire, smoke, waterflow or other such event. We do not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, your failure to properly use the System, or if someone other than us attempts to repair or change the System, or any other reason except a defect in the equipment. We are not liable for consequential or incidental damages. You agree that this is our only warranty and we have given you no other warranty for the System. **(d) STATE LAW:** Some states do not allow the exclusion or the limitation of consequential or incidental damages or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

2. ADDITIONAL COSTS: User agrees to pay Bay's standard rate for past due or carrying charges and collection costs if payments are not made on time or if installation charge is paid on a periodic payment plan or progress billing. A reconnect charge is to be paid by User if the System is disconnected because of a past due balance and User desires it reconnected. User will receive no credit if System is temporarily disconnected or out of service for any reason. Bay assumes no liability for failure to perform because of labor disputes, riots, floods, fires, acts of God or any catastrophe or condition beyond our control and is not required to perform work while any such condition exists. If it becomes necessary for Bay to institute legal proceedings to collect any charges as set forth herein, the unsuccessful party shall pay to the successful party reasonable attorney's fees and actual court cost wherein permitted by law. If User fails to pay any obligations under this agreement when due, upon ten (10) days' written notice, Bay may disconnect the System. A re-connection fee in addition to all past due amounts, will be required prior to reactivating System.

3. BAY IS NOT AN INSURER, LIQUIDATED DAMAGES, LIMITATION OF LIABILITY: For all Systems and services provided, User acknowledges that it is impractical and extremely difficult to fix the actual damages if any, which may proximately result from Bay's negligence, a failure by Bay to perform any of the obligations herein, including but not limited to, installation, monitoring, warranty repair, repair service or other services, or the failure of the System to properly operate with resulting loss to User because of, among other things; a) The uncertain amount or value of User's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert; b) The uncertainty of the response time of any fire department or other response agency should they be notified as a result of a signal from or at premises or notified of an audible device sounding; c) The inability to ascertain in advance what portion, if any, of any personal injury, death or property loss would be proximately caused by Bay's failure to perform or by its equipment to operate; The nature of the service to be performed by Bay. **User understands and agrees that if Bay should be found liable for loss or damage due to failure of Bay to perform any of the obligations herein, including but not limited to installation, repair services, monitoring, fire inspections, or the failure of the System equipment in any respect whatsoever, or Bay's negligence then, Bay's liability shall be limited to a sum equal to the total of one half the annual payment or Fifteen Hundred Dollars (\$1,500.00), whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this agreement, or from negligence of Bay, its agents, assigns or employees. User may obtain a limitation of liability from Bay for a higher limitation of liability in lieu of the liquidated damages set forth above by paying an additional fee to Bay.** If User elects this option, a rider will be added to this agreement which will set forth the amount of the limitation of liability and the amount of the fee. Agreeing to the limitation of liability does not mean that Bay is an insurer.

4. THIRD PARTY INDEMNIFICATION: When User, in the ordinary course of business, has the property of others in its/his custody, or the System extends to protect property of others, User agrees to and shall indemnify, defend and hold harmless Bay, its employees and agents for and against all claims brought by parties, other than the parties to this agreement. This provision shall apply to all claims regardless of cause including Bay's performance or failure to perform and including defects in products, design, installation, monitoring, repair, service, operation or non-operation of the System whether based upon negligence, warranty, contribution, indemnification, strict or product liability on the part of Bay, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee or agent of Bay is on User's premises and are solely and directly caused by such employee or agent.

5. SUBROGATION: So far as it is permitted by User's property insurance coverage, User hereby releases, discharges and agrees to hold Bay harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the User's premises whether said claims are made by User, his agents, or insurance company or other parties claiming under or through User. User agrees to indemnify Bay against, defend and hold Bay harmless from, any action for subrogation which may be brought against Bay by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. User shall notify his insurance carrier of the terms of this provision.

6. USER DUTIES: You will instruct all other persons who may use the System on its proper use. If a problem in the System occurs you will notify us. Authorities may not respond to an alarm, and/or you may be subject to a fine or penalty unless you have all necessary permits and licenses for the use of the System. You agree that we may disclose the information of the instructions to any governmental agency having jurisdiction over the use and operation of the System. You will notify us in writing of any change in your fire rating bureau or agency.

7. INSTALLATION: User will permit Bay to install the System during Bay's normal business hours and will give Bay uninterrupted access to User's premises. User agrees to compensate Bay for any additional installation/service visits required as a result of cancellation, readiness or unavailability to Bay's current prevailing rate. User has approved the locations of where the control panel, audible devices and all protective devices will be installed. User has the affirmative duty to inform Bay, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Upon request, User will repair the premises (including fixing broken sprinkler system components) reasonably necessary to facilitate the installation and operation of the System. If asbestos or other health hazardous material is encountered during installation, Bay will cease work until User has, at User's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Bay's personnel. In no case shall Bay be liable for discovery or exposure of hidden asbestos or other hazardous material, and User shall indemnify and hold Bay and its employees harmless from any claims brought against Bay and/or its employees by third parties for damages, per-

TERMS AND CONDITIONS ARE CONTINUED ON THE NEXT PAGE

Ross Valley Charter Appendices and
Supporting Documents

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USER: Ross Valley Charter School

ADDRESS: 102 Marinda Dr.

CITY: Fairfax

ZIP: 94930

sonal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from User's premises. If the System includes an audible bell, horn or siren, it is designed to shut-off after sounding for not more than fifteen (15) minutes. Bay is not responsible if the installation is delayed because of bad weather, labor disputes, unavailability of electrical power or telephone service, Acts of God or other reasons beyond Bay's control. After completion the System, User and a Bay representative will inspect it. If something is missing or not properly installed you the User will notify Bay within ten (10) days, otherwise the System will have been accepted by User.

8. CHARGES, TAXES, RATE INCREASES: All charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company charges, if any. Bay shall have the right at any time to increase the monthly charges provided herein, to reflect any additional taxes, fees or charges provided herein, or charges which hereafter may be imposed on Bay by any utility or governmental agency relating to the service(s) provided under the terms of this agreement and User agrees to pay the same. So that Bay may properly adjust its rates to meet changing service costs and notwithstanding the terms and conditions set forth herein after the expiration of one (1) year from the date of completion of installation and not more often than once each twelve (12) months, Bay may increase the monthly service charge by up to 1.5 times the current Bureau of Labor Statistics Consumer Price Index for all urban consumers (related areas) or if this index is discontinued a comparable index as measured from the date of this agreement to the effective date of the increase upon giving User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. Notwithstanding any other terms and conditions set forth in this agreement, so that Bay may properly adjust periodic charges to recover increases in its services costs which are not recovered by increase pursuant to paragraph above, at any time after the expiration of one (1) year from date of installation, Bay may increase the monthly service charge to an amount exceeding the charge provided in paragraph above upon giving the User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. If User is unwilling to pay such additional monthly charges imposed pursuant to this sub-paragraph and Bay is unwilling to rescind the additional amount, User may terminate this agreement upon giving written notice to Bay within ten (10) days from the effective date of the increase. User's failure to notify Bay within said ten (10) days shall constitute User's consent to the increase pursuant to this sub-paragraph.

9. ASSIGNEES/SUBCONTRACTORS OF BAY: Bay may transfer or assign this agreement to any other person or entity including any financial institution or alarm company. User may not transfer this agreement to someone else (including someone who purchases or rents User's premises) unless Bay approves the transfer in writing. Bay may use subcontractors to provide installation, repair or monitoring services. This Agreement, and particularly paragraphs 3, 4 and 5, shall apply to the work or services Bay's assignees or subcontractors provide, and shall apply to them and protect Bay's assignees and subcontractors in the same manner as it applies to and protects Bay.

10. MONITORING SERVICE: When a signal from the System is received in Bay's Central Station, Bay will try to telephone the proper fire department or other emergency personnel and the first available person on the Emergency Notification List User gives us. You will notify us in writing of any changes in the instructions. To avoid false alarms, Bay may call User's premises first to determine if an actual emergency exists before Bay calls any authorities. If Bay has reason to believe that no actual emergency exists, Bay may choose not to place such notification calls. Bay may discontinue any part of this service if required to do so by governmental or insurance authorities. User acknowledges and agrees that both User and Bay are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the System. If such authorities, now or in the future, require physical or visual verification or multi-telephone verification (e.g. two-call verification or ECV) of any emergency condition before responding to a request for assistance, you agree to subscribe with us for such service, and you agree to pay an additional monthly fee for such service that will be added to the current monthly fee. User consents to the tape recording of all telephonic communications between Bay's Central Station and User's premises. Bay may charge User for non-emergency signals, use of premises keys or alarm response by Bay personnel. If Bay holds premises keys, it is hereby authorized to enter and make a visual inspection of the interior of the premises or protected area. User acknowledges that if Bay utilizes a digital communicator for the purpose of sending alarm signals from User's premises to Bay's Central Station, that the signals from User's System are sent over User's plain old telephone service to Bay's Central Station and other telephone calls cannot be made when the System is activated including 911 emergency operator calls; and in the event User's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from User's System will not be received in Bay's Central Station during any such interruption and the interruption will not be known to Bay. User further acknowledges and agrees that signals are sent over telephone company lines which are wholly beyond the control and jurisdiction of Bay and are maintained and serviced by the applicable telephone company. User agrees to pay all charges for all telephone services connecting User's protected premises and Bay. User acknowledges that if Wireless Transmission becomes inoperative for any reason, signals will not be received in Bay's Central Station. User acknowledges that Wireless Transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions beyond the control of Bay.

11. EXCESSIVE ALARMS: In the event an excessive number of false alarms or service calls are caused by User or in the event User in any manner misuses or abuses the System, Bay may, in its sole discretion, deem same to be a material breach of contract on the part of User and, at its option, be excused from further performance upon the giving of ten (10) days written notice to User. Bay's excuse from performance shall not affect its right to recover damages from User. **In the event Bay dispatches an agent to respond to an alarm originating from User's premises where User intentionally, accidentally, or negligently has activated the alarm signal and no emergency exists, or if Bay makes any service call caused by the inadvertence or negligence of User, User shall pay Bay a service charge at Bay's then prevailing rates. User represents he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of Bay and which may cause the alarm to activate.** In the event a fine, penalty or fee is assessed against Bay or User by any governmental or municipal agency as a result of any alarm originating from User's premises, User agrees to be responsible for payment of all assessments and/or reimburse Bay for Bay assessments. Any or all such alarms shall not excuse any of the obligations of User as set forth in the agreement.

12. DISCONNECT POLICY: User hereby authorizes Bay to manually or automatically disconnect System if so ordered by a public official or regulation or for nuisance or electrical reasons or if Bay is unable to notify User at emergency numbers listed or if User declines or fails to arrive at premises within thirty (30) minutes after notification. User agrees to hold Bay harmless and to indemnify Bay for any damage, loss, or liability which may result from the turning off of the System.

13. CONTROL COMMUNICATOR: The control communicator is owned by Bay. User acknowledges and agrees that Bay reserves the right to access the digital control communicator by way of remote programming in order to perform diagnostics, change and/or update information, or disconnect service upon the termination or expiration of this agreement.

14. RENEWAL; ENTIRE AGREEMENT: This agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of two (2) years each, after the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, or its intention to terminate this agreement upon its original or any renewed expiration date. It is understood and agreed by and between the parties hereto, that if there is any conflict between

TERMS AND CONDITIONS ARE CONTINUED ON THE NEXT PAGE

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this agreement and user's purchase order or any other document or by literature, this agreement will govern, whether such purchase order or other document is prior or subsequent to this agreement unless expressly superceded or replaced by a subsequent agreement. In the event any provisions or parts of this agreement shall be unenforceable, the parties understand and agree that the remaining provisions and parts shall continue in full force and effect. There are no verbal understandings changing or modifying this agreement. If User cancels agreement before installation begins, User agrees to pay an administrative charge of 50% of the installation charge. We retain ownership in the System until the sales price is paid in full. If you fail to make any payment for the purchase of the System you empower us and will permit us to disconnect and remove the System or any part of it from your premises. In addition we may pursue any rights and remedies we may have as a secured creditor under the Uniform Commercial Code or pursue any other rights we may have under the law. Removal or disconnection of the System shall not be deemed a waiver of our rights to collect damages, and we shall be under no obligation to restore your premises to its original condition if we terminate the installation or remove the System or any part of it.

15. GOVERNING LAW: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understandings or agreements of the parties; and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified in writing signed by the parties or their duly authorized agent. No waiver or breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach. User agrees that this agreement is performed in the state of California and shall be governed by the laws of California. User agrees that any and all legal proceedings will have Contra Costa County California as the exclusive place of venue.

16. LEGAL WAIVERS; JUDICIAL REFERENCE: Both parties hereby agree that no suit or action that relates in any way to this agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore. Both parties agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Bay in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Contra Costa County California, in accordance with the provisions of Sections 638, et seq and 641 through 645.1, and of the California Code of Civil Procedure, or their successor sections, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time.

17. IMAGING: User agrees that Bay may save and store all agreements and other documents executed by User in an electronic media and all such agreements and other documents shall be deemed to be, and may be used by Bay as, originals and shall be given the same force and effect as the paper-form original.

18. DEFAULT BY USER; EXPIRATION; TERMINATION: If any proceeding in bankruptcy, receivership, or insolvency shall be commenced by or against User or his property, or if User makes an assignment for the benefit of creditors, User and Trustee or Assignee appointed to take charge of User's assets shall elect within thirty (30) days to assume or reject this agreement. If assumed, the party assuming this agreement shall within sixty (60) days thereafter: (1) cure all defaults including payment of all amounts due, and (2) provide to Bay adequate assurances of the future performances. Bay shall have the right to terminate this agreement. If User defaults or cancels this agreement, or this agreement is terminated in whole or in part for any reason other than Bay's default, Bay shall be entitled to collect and User shall pay to Bay: (i) all amounts due to Bay for services performed and equipment provided through the termination date of the agreement, and (ii) all amounts to which Bay is entitled by law for the unexpired term of the agreement, including loss of profits. Thirty day written cancellation required. At the expiration or termination of this agreement for any reason, Bay is authorized to enter onto the premises of User and remove Bay's identification signs, decals, equipment and reprogram or otherwise modify the control communicator so that it will no longer communicate signals to Bay's Central Station.

19. BAY'S LICENSES: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826.

Please Read Entire Agreement

BAY ALARM:

Greg Kirby
SALES REPRESENTATIVE

AGENT #

APPROVED (Office Use Only)

DATE

USER SIGN, DATE & PRINT NAME HERE

DATE 9/11/2020

M D YEAR

USER UNDERSTANDS AND AGREES BY SIGNING BELOW, USER IS BOUND TO ALL TERMS AND CONDITIONS ON ALL PAGES OF THIS AGREEMENT #1-#6.

Luke Duchene

Director

AUTHORIZED SIGNATURE

TITLE

Luke Duchene

SIGNER'S NAME (PRINTED OR TYPED)

CORP LLC SOLE PROPRIETOR PARTNERSHIP OTHER 501 c 3

This agreement will not be effective until either approved by one of Bay's managers, or Bay begins the installation of the equipment or initiates service. In the event of disapproval, Bay's only obligation shall be to refund any monies paid by User to Bay. User acknowledges and agrees that User will not receive a copy of this agreement signed by Bay's manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement.

PROJECT MANAGEMENT AGREEMENT

by and between

Ross Valley Charter School

and

PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.

dated as of September 3 2020

PROJECT MANAGEMENT AGREEMENT

This Project Management Agreement (this “**Agreement**”) is dated as of September 3, 2020 and effective as of September 3, 2020 (“**Effective Date**”) by and between Ross Valley Charter School, a California non-profit public benefit corporation (“**Client**”), and PACIFIC CHARTER SCHOOL DEVELOPMENT, INC., a California non-profit public benefit corporation (“**PCSD**”), for project management services in connection with the project described on **Exhibit A** (the “**Project**”). Client and PCSD are herein referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

Client desires to retain PCSD to provide Services (as defined herein) in support of the Project and PCSD is willing to provide such Services according to the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledges, the Parties hereby agree as follows:

1. PCSD’S ENGAGEMENT AND SERVICES.

1.1 **Services.** PCSD agrees to provide to Client project management services described in **Exhibit B** and elsewhere in this Agreement (collectively, the “**Services**”). PCSD shall provide commercially reasonable organization and management to perform such Services in an expeditious and economical manner consistent with the interests of Client.

1.2 **Term.** The “Term” of PCSD’s engagement shall be deemed to have *commenced* as of the Effective Date and shall continue, subject to earlier termination or extension as provided below, until the earlier of (i) completion of the Project and (ii) one year from the Effective Date (the “Termination Date”). The Parties agree to negotiate in good faith an extension of the Term if the Project has not been completed by the Termination Date.

1.3 **Changes to Services.** Client may not make any changes to the Services, including additions, deletions, or revisions to its scope nor extend or shorten its duration, without PCSD’s prior written consent, except for a termination for cause or convenience as provided below. The Parties agree to negotiate in good faith an equitable adjustment to the Project management fee if there is a change in school type, change in program or change in the number of students by more than ten percent (10%), which results in a material increase in the scope or duration of Services.

1.4 Termination for Cause or Convenience.

(a) **Termination for Cause.** Either Party may immediately terminate this Agreement for “Cause” if:

- (i) the other Party (the “**Breaching Party**”) commits a breach of any part of this Agreement and does not cure such breach within ten (10) calendar days following receipt of the other Party’s (the “**Non-Breaching Party**”) written notice to the Breaching Party, in accordance with Section 7.1, of such breach demanding such cure. If such breach is curable but not within such initial ten (10) calendar day period, then the Non-Breaching Party shall grant the Breaching Party additional time to cure, provided that the

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Breaching Party provides within such ten (10) calendar day period a written cure plan that is reasonably acceptable to the Non-Breaching Party, and then diligently commences and continues such cure according to the approved written plan. However, if at any time following the allotted ten (10) calendar day cure period it is reasonably determined by the Non-Breaching Party in its sole discretion that the Breaching Party is either not diligently working to resolve such breach or after a period of time it is reasonably apparent that it is unlikely to cure such breach within the amount of time previously set forth in the written cure plan, then upon notice to the Breaching Party and the earlier of an additional ten (10) calendar days or the end of the previously agreed upon amount of time set forth in the written cure plan, the Non-breaching Party may immediately terminate this Agreement for Cause.

(b) **Termination for Convenience.**

i. **By Client.** Client may terminate this Agreement at any time, without cause, by giving PCSD not less than thirty (30) calendar day's prior written notice of its election to terminate this Agreement. Unless a later date is specified in a termination notice given by Client pursuant to this Section 1.4(b)(i) the termination shall be effective thirty (30) calendar days following the date the termination notice is received by PCSD and PCSD shall continue work under this Agreement until the effective date of the termination upon request by Client. Upon termination for convenience, PCSD shall be entitled to the payment then due through the monthly period during which the effective date takes place.

ii. **By PCSD.** PCSD may terminate this Agreement at any time, without cause, by giving Client not less than forty-five (45) calendar day's prior written notice of its election to terminate this Agreement. Unless a later date is specified in a termination notice given by PCSD pursuant to this Section 1.4(b)(ii) the termination shall be effective forty-five (45) calendar days following the date the termination notice is received by Client.

iii. **Insolvency, etc.** In the event that either Party is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment for the benefit of creditors ("Act of Bankruptcy"), the other Party may terminate this Agreement upon written notice to the Party to whom the Act of Bankruptcy occurred.

(c) **Effect of Termination.**

i. **Return of Materials.** In the event of any termination, PCSD shall deliver to Client a copy of all materials, or originals if legally required, relating to the Project received by PCSD from Client or received from third parties.

ii. **Payment of Fees.** Upon any termination of this Agreement, unless otherwise agreed to by the Parties in writing, PCSD shall discontinue the provision of any Services on the effective date of the termination. Upon termination, Client shall assume and become liable for all obligations, commitments, and unsettled claims that PCSD had previously undertaken or incurred in good faith on behalf of and with the consent of Client in connection with the Project and in accordance with the terms of this Agreement. Client further acknowledges and agrees to take all further actions required to effectuate such assumption of liability at Client's sole expense, unless this Agreement is terminated for Cause by Client in accordance with Section 1.4(a)(i).

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1.5. **No Fiduciary Responsibility.** The duties and obligations of PCSD hereunder shall be determined solely by the express provisions of this Agreement, and PCSD is not acting as a fiduciary for Client. PCSD shall not be liable to Client except as set forth in this Agreement and, consequently, no implied covenants or obligations or fiduciary duties shall be read into this Agreement against PCSD.

2. **PCSD AND CLIENT'S RESPONSIBILITIES.**

2.1 **PCSD Responsibility.** PCSD shall perform the Services in a timely and professional manner, utilizing best practices consistent with the time constraints set forth in this Agreement. PCSD shall, subject to Section 1.3, accede to Client's decisions in all such matters relating to the Services being provided so long as such decisions do not interfere with PCSD's obligations or rights under this Agreement. PCSD shall be entitled to rely upon the accuracy and completeness of information, surveys, and reports provided by Client and parties acting by, through or on behalf of Client. PCSD's initial representative for the Services provided is Anna Olsen. Such representative may be changed from time to time by PCSD for any reason following written notice to Client.

2.2 **Client Responsibility.**

(a) Client shall cooperate fully with PCSD's efforts and requests in completing the tasks to be undertaken by PCSD under this Agreement; provided that, PCSD shall accede to Client's reasonable decisions in all such matters relating to the Services being provided herein.

(b) Client shall be responsible for approving and paying all invoices for the Project in a timely manner and before such invoices become past due, including those submitted to Client by PCSD that are received by PCSD from third parties and which PCSD has reviewed for accuracy. PCSD and Client shall cooperate to insure that all third party invoices submitted to PCSD are contemporaneously submitted to Client.

(c) Client shall: (i) provide to PCSD full information regarding the Project; and (ii) designate a representative who shall be fully acquainted with the Project and have authority to approve matters requiring Client's approval and to render decisions promptly. Client's initial representatives for the Project are Luke Duchene and Sharon Sagar. Such representative may be changed from time to time by Client for any reason following written notice to PCSD.

3. **PROJECT SERVICES FEE.**

3.1 Subject to adjustment as set forth in Section 1.3, PCSD shall not charge any Project services fee for its performance of the Services.

4. **INDEPENDENT CONTRACTOR.**

4.1 **Status.** Client and PCSD are independent contractors. No representations or assertions shall be made or actions taken by either Party that would create any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Except as may be expressly agreed upon in this Agreement or on a Schedule, neither Party has any authority or power to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any third person or entity.

4.2 **Employees.** Each Party will exercise day-to-day control over and supervision of their respective employees, including but not limited to hiring, evaluation, promotion, demotion, compensation, employee benefits, fringe benefits, discipline and discharge. All work assignments, instruction, scheduling,

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staffing and direction of Client's employees shall be the exclusive province of Client. Each Party is responsible for obtaining and maintaining worker's compensation coverage and unemployment insurance for its employees. PCSD further assumes full responsibility for compliance with any and all applicable worker's compensation insurance or similar laws pertaining to PCSD's employees for services rendered and compensation paid under this Agreement.

4.3 **Compliance.** Subject to the continued existence and maintenance of Client's tax-exempt status, PCSD assumes full responsibility for the payment of all taxes pertaining to services rendered and compensation paid under this Agreement. Any tax liabilities that may result from the loss of Client's tax-exempt status shall be borne, in full, by Client.

5. **INSURANCE AND INDEMNITY.**

5.1 **Client, Contractor and PCSD Liability Insurance.** Client, Contractor and PCSD shall maintain insurance policies in accordance with **Exhibit C**.

5.2 **Indemnity by Client.** To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless (through legal counsel acceptable to PCSD (if Client's insurance provides for choice of counsel) PCSD and its employees, agents and representatives from and against any and all claims, causes of actions, costs, demands, damages, losses, liabilities, obligations, costs and expenses, including attorneys' fees and costs of litigation (collectively, "**Losses and Liabilities**"), arising out of or in connection with claims asserted by third parties (including without limitation any governmental agency, homeowners association, or similar organization) relating to the Property or Project, or any willful misconduct or gross negligence of Client, but excepting from each instance any Losses and Liabilities that are found by a court or forum of competent jurisdiction to have been caused by the gross negligence or willful misconduct of PCSD, or its failure to comply with its obligations under this Agreement. This indemnity specifically includes acts taken by PCSD in connection with the Project (as defined in Exhibit A) prior to the execution of this Agreement. These duties extend to claims occurring after this contract is terminated as well as while it is in force.

5.3 **Indemnity by PCSD.** PCSD shall indemnify, defend and hold harmless Client and its employees, agents and representatives from and against any and all third-party Losses and Liabilities arising out of or in connection with any willful misconduct or gross negligence of PCSD, but excepting therefrom any Losses and Liabilities that are found by a court or forum of competent jurisdiction to have been caused by the gross negligence or willful misconduct of Client, or its failure to comply with its obligations under this Agreement. These duties extend to claims occurring after this contract is terminated as well as while it is in force.

5.4 **Duty to Defend.** The duty to defend is separate and independent of a Party's indemnity obligations, and is triggered by the assertion of any Losses and Liabilities within the scope of the indemnity obligations above, and shall apply prior to and regardless of whether or not the issue of that Party's indemnity obligation, negligence, breach of contract or other fault or obligation has been determined.

5.5 **Consequential Damages.** In no event shall either Party be liable for the other's indirect, special, incidental, punitive or consequential damages suffered or incurred by or on behalf of the other Party in connection with, arising out of, or in any way connected to the Project, this Agreement or any Service or transaction contemplated herein.

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5.6 **Damages Cap.** Except for Losses and Liabilities arising out any willful misconduct or gross negligence by the other party, in no event shall either Party's liability arising in any way out of this Agreement exceed Fifty Thousand Dollars (\$50,000).

6. **DISPUTE RESOLUTION.**

6.1 **Meet and Confer.** In the event of a dispute, the parties shall meet and confer in good faith in an effort to resolve such dispute. If the parties are unable to informally resolve the dispute, then the dispute shall be handled in the manner described in this section. PCSD shall continue providing Services throughout the course of any dispute, and Owner shall continue to make payments to PCSD unless the dispute involves Owner's obligation to make particular payments. A condition precedent to either Party making any claim, and/or availing itself of the dispute resolution procedures set forth herein, the claiming Party shall first present a written claim setting forth that Party's position, which must include the following: (i) a narrative of pertinent events; (ii) citation to contract provisions; (iii) theory of entitlement; (iv) complete pricing of all cost impacts; and (v) a complete analysis of all time delays showing impact to critical path activities. The claim shall be submitted within twenty (20) calendar days of the commencement of the events giving rise to the dispute, and shall be priced like Change Orders according to the requirements of this Agreement, and updated monthly if a continuing claim. Any dispute remaining after such meeting shall proceed to litigation as specified herein.

6.2 **Litigation.** Unless the Parties agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

6.3 **Attorney's Fees.** If any Party brings a lawsuit or dispute resolution proceeding to enforce the terms hereof, or declare rights hereunder, the Prevailing Party (as hereinafter defined) in any such lawsuit or proceeding shall be entitled to reimbursement by the other Party of reasonable attorney fees and disbursements. The term "Prevailing Party" shall include, without litigation, a party who substantially obtains or defeats the relief sought, whether by compromise, settlement, judgment, or abandonment by the other Party of its claim or defense. The attorney's fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred. With respect to the foregoing, and any other provision in this contract providing for payment or indemnification of attorney's fees, such fees shall be reasonable and shall be deemed to include reasonable fees incurred through any applicable appeal process.

6.4 **California Law; Venue.** Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all mediation, arbitration or litigation arising from or relating to this Agreement shall be the county where the Project is located.

6.5 **Consequential Damages.** In no event shall either Party be liable for the other's indirect, special or consequential damages suffered or incurred by or on behalf of the other Party in connection with, arising out of, or in any way connected to the Project, this Agreement or any Service or transaction contemplated herein.

7. **GENERAL PROVISIONS.**

7.1 **Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by overnight mail (Federal Express or the like) or sent by registered or certified delivery, postage prepaid, return receipt requested, delivered or sent by email, or facsimile and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if sent by overnight mail, the business day following

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its deposit in such overnight mail facility; (iii) if mailed, on the third (3rd) business day following the date of posting by the United States post office; or (iv) if given by email, or facsimile, when sender receives confirmation of delivery either by automated message or acknowledgement from addressee. Any notice, request, demand, direction or other communication sent by email or facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing.

PCSD: Pacific Charter School Development, Inc.
600 Wilshire, Suite 200
Los Angeles, CA 90017
Fax: (213) 542-4701
Attention: John Sun, CEO

Client: Ross Valley Charter School
102 Marinda Drive _____
Fairfax, CA 94930
Tel: 415-534-6970 _____
Attn: Luke Duchene and Sharon Sagar _____

7.2 **Amendment and Waiver.** This Agreement may be amended only by a written document signed by all Parties to this Agreement. Waiver of any provision of this Agreement shall not be deemed or constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.

7.3 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, beneficiaries, legal representatives, successors and assigns. This Agreement may only be assigned with the prior written approval of the other Party.

7.4 **Governing Law and Severability.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to any conflicts of law provisions. If any provision of this Agreement is invalid or unenforceable, and if the deletion of such provision would not adversely affect the receipt of any material benefit of the bargain by either Party hereto, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

7.5 **Counterparts.** This Agreement may be executed in any number of counterparts, and each set of duly delivered identical counterparts, which includes all signatories, shall be deemed to be an original instrument.

7.6 **Construction.** This Agreement has been negotiated at arm's length and each Party has been represented by legal counsel. Accordingly, any rule of law (including without limitation California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party drafting it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the intent of the Parties and the purpose of this Agreement.

7.7 **Further Assurances.** The Parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

7.8 **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations, and commitments between PCSD, Client, and their respective predecessors.

7.9 **Survival.** The provisions of this Agreement shall survive its termination and the completion of the Services.

[Balance of Page Intentionally Left Blank; Signature Page Follows]

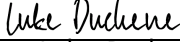
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IN WITNESS WHEREOF, the Parties have executed this Project Management Agreement as of the date first set forth above.

Ross Valley Charter School

**PACIFIC CHARTER SCHOOL
DEVELOPMENT, INC.**

DocuSigned by:

By: _____
Name: Luke Duchene
Title: School Director


DocuSigned by:

By: _____
Name: John Sun
Title: Chief Executive Officer

EXHIBIT A

PROJECT DESCRIPTION

Client currently operates a public charter school on the property commonly known as 102 Marinda Drive, Fairfax, CA 94930 (the "**Property**"). The Property is owned by the Archdiocese of San Francisco Parish and School Juridic Persons Peal Property Support Corporation (the "**Owner**"). Owner and Client entered into a five (5) year lease of the Property on May 1, 2019, including one four (4) year option to extend for the school's use. Pursuant to a notice to Client from the Town of Fairfax (the "**Town**") dated as of June 5, 2019, such use was confirmed as being permitted and in accordance with the Town's current zoning ordinances. Following a site inspection by California Department of Education ("**CDE**"), the Client's authorizer, and pursuant to its Letter of Authorization to Relocate and Operate Ross Valley Charter School dated as of May 17, 2019, certain conditions related to compliance with the Americans with Disabilities Act (the "**ADA**") were identified for the Client to address for the Client's continued occupancy of the Property.

In response to the CDE's letter, Client responded in writing on August 9, 2019 with a Facilities Improvement Plan ("**FIP**") intended to satisfy each of CDE's approval conditions; and on October 18, 2019, CDE conditionally approved Client's proposed improvements as satisfactory remedies to the original conditions if completed by August 19, 2020. Such completion date has since been extended to the anticipated completion date of November 30, 2020. Client has since contracted with Rich Dowd Architecture to complete and permit drawings for the ADA improvements requested by CDE. Drawings have been approved by the Town of Fairfax as of June 2020. During this review, Ross Valley Fire Department also required a fire alarm system to be installed during this work as well.

Client provided their FIP to PCSD and seeks PCSD's assistance with i) project management services during the construction phase of the work noted in Client's FIP ii) fire alarm installation required by Ross Valley Fire Department.

EXHIBIT B

SERVICES AND EXCLUDED SERVICES

Scope of Services Project: Ross Valley Charter School	September 32020 Responsible Party	
	Primary	Supporting
PLANNING PHASE		
Administration		
Establish protocols and procedures with Project leadership	PCSD	CLIENT
Issue and maintain project directory	PCSD	
Create and maintain electronic files of Project documents, including contracts, agreements, reports and plans	PCSD	CLIENT
Facilitate execution of Project-related documents	PCSD	CLIENT
Present to Client's governing board, as needed	CLIENT	PCSD
Original Budget and Financing		
Create full Project budget (excluding FF&E)	PCSD	CLIENT
Prepare Project cash flow and update as needed	PCSD	
Analyze potential financing structure and facilitate selection (if applicable)	CLIENT	PCSD
Source potential funders and lenders (if applicable)	CLIENT	PCSD
Create, submit, coordinate requests for financing packages (if applicable)	CLIENT	PCSD
Address potential lender needs (requests, due diligence) (if applicable)	CLIENT	PCSD
Manage selection of funder and lender and negotiate terms for approval by Client (if applicable)	CLIENT	PCSD
Manage loan application and filing of closing documents (if applicable)	PCSD	CLIENT
Apply for government financing (if applicable)	CLIENT	PCSD
Apply for government grants (if applicable)	CLIENT	PCSD
Schedule		
Generate Project schedule and update as needed	PCSD	
Identify key Client and Project milestones	PCSD	CLIENT
Site Control / Due Diligence		
Negotiate LOIs (if applicable)	CLIENT	PCSD
Arrange for right of entry (if applicable)	CLIENT	PCSD

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Supporting Documents

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Scope of Services Project: Ross Valley Charter School	September 32020 Responsible Party	
	Primary	Supporting
Confirm District requirements (if applicable)	CLIENT	
Confirm Client requirements	CLIENT	
Collect and review existing due diligence materials (ex. haz mat assessments, topo survey, easements, CC&Rs)(if applicable)	PCSD	CLIENT
Manage entitlements and variances process	PCSD	CLIENT
Team Assembly - A&E / Consultants / Preconstruction Contractor		
Manage RFP preparation, proposal review, interview, and selection process of the following Client contracts and services:		
Architect & Engineering (MEP, Structural, etc.)	PCSD	CLIENT
Civil Engineer	PCSD	CLIENT
General Contractor	PCSD	
Surveyor (ALTA, Topo, wall check, building plat, etc.)	PCSD	CLIENT
Geotech Engineer	PCSD	CLIENT
Lead and Asbestos Consultant/Industrial Hygienist	PCSD	CLIENT
Permit Expeditor (if applicable)	PCSD	CLIENT
3rd Party Plan Review (if applicable)	PCSD	CLIENT
Materials Testing & Inspections	PCSD	CLIENT
3rd Party Code Inspections (Inspector of Record), if applicable	PCSD	CLIENT
Special Inspections / Testing Services	PCSD	CLIENT
Access Control / Security	CLIENT	
Signage	PCSD	CLIENT
Negotiate and finalize contract terms including fees	PCSD	CLIENT
Coordinate any documentation needed by financing (if applicable)	CLIENT	PCSD
Coordinate submission to any local or state agencies and authorities	PCSD	CLIENT
DESIGN PHASE		
Administrative		
Facilitate design meetings, including setting agenda	PCSD	

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Scope of Services	September 32020	
Project: Ross Valley Charter School	Responsible Party	
	Primary	Supporting
Prepare and maintain issue tracking log	PCSD	
Review and edit A&E meeting minutes and submit notes to file as needed	PCSD	CLIENT
Establish requirements for permit and bid package issuances	PCSD	
Attend Project presentations to School and/or Charter School Board, as needed	PCSD	CLIENT
Coordinate Client's relationship with neighbors (informational meetings, approval meetings, update meetings, newsletters)	CLIENT	PCSD
Programming		
Prepare outline program of spaces (indoor and outdoor)	CLIENT	PCSD
Budget & Schedule Tracking		
Manage contractor cost estimating of design packages	PCSD	
If required, manage value engineering effort to ensure costs are consistent with Client budget goals	PCSD	
Provide regular budget updates (hard and soft cost line items budget/commitments/actual expenditures):	PCSD	
Update cash flow projections	PCSD	
Review and approve all invoices related to Project budget commitments	PCSD	
Package and coordinate monthly draw request for funding	PCSD	CLIENT
Manage design team to ensure various design packages are issued in accordance with Project Schedule	PCSD	CLIENT
Monitor and maintain overall Project schedule	PCSD	CLIENT
Provide paid invoice check numbers and dates on a monthly basis, as needed, to ensure accurate project accounting	CLIENT	
Provide timely and complete responses to school-related design questions in efforts to maintain the design schedule	CLIENT	PCSD
Quality Control		
Provide design reviews/mark-ups of drawings and specifications at various stages of design	PCSD	CLIENT
Draft and issue approval memo to proceed into next phase of design	PCSD	

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Scope of Services Project: Ross Valley Charter School	September 32020 Responsible Party	
	Primary	Supporting
Issue updates to Program Document, as required	CLIENT	PCSD
Permitting & Utilities		
Monitor and participate in researching, submitting and securing approvals from all applicable agencies (e.g., environmental, regulatory, etc.)	PCSD	CLIENT
CONSTRUCTION PHASE		
Administrative		
Attend regular construction team meetings	PCSD	CLIENT
Review and edit contractor meeting minutes or submit notes to file as needed	PCSD	CLIENT
Manage questions/issues raised by contractor and facilitate resolution	PCSD	CLIENT
Bidding		
Manage the construction bid process and negotiation of GMP	PCSD	CLIENT
Review overall proposed Schedule of Values	PCSD	
Create a wish list for contingency and capital campaign efforts	CLIENT	PCSD
Coordinate proposed change order process, including documentation requirements	PCSD	
Budget & Schedule Tracking		
Prepare and maintain construction contract log	PCSD	
Review, manage and negotiate Proposed Change Orders	PCSD	CLIENT
Attend Change Order meetings with contractor and design team	PCSD	CLIENT
Provide timely responses to school-related RFI and Change Order questions as required,	CLIENT	PCSD
Track construction costs and identify variances from budgeted amounts, including exposures against construction contingencies	PCSD	
Provide regular budget updates (hard and soft cost line items/budget/commitments/actual expenditures)	PCSD	
Update cash flow projections as needed	PCSD	
Review and approve all invoices related to project budget commitments and submit to CLIENT for payment	PCSD	
Pay all Project invoices	CLIENT	
Package and coordinate monthly draw request for funding	PCSD	

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Scope of Services		September 32020	
Project: Ross Valley Charter School		Responsible Party	
		Primary	Supporting
Track contractor's schedule progress and flag items of concern for contractor's response		PCSD	
Monitor and maintain overall Project schedule		PCSD	
Quality Control			
Monitor work of contractor to ensure compliance with design documents and quality of work (PCSD may rely on the opinion of 3 rd parties such as architects and inspectors to confirm compliance)		PCSD	
Substantial / Final Completion			
Facilitate final inspection approvals and issuance of Certificate of Occupancy		PCSD	
Coordinate development of punch-list and contractor's completion thereof		PCSD	
Facilitate turnover of Project from construction team to property management and/or school operations (including systems training)		PCSD	
Manage contractor's assembly of closeout materials (including O&M information as required)		PCSD	
- Ensure proper distribution to operational personnel		CLIENT	
Coordinate receipt/distribution of as-built documents		PCSD	
If GMP, review final construction costs and negotiate final GMP amount and appropriate distribution of Project savings, if any		PCSD	
Confirm receipt of lien waivers and other closeout documents required for contractor's final payment		PCSD	
POST CONSTRUCTION PHASE			
Administrative			
Facilitate resolution to any construction/warranty issues raised during first six (6) weeks of occupancy		PCSD	
Provide final archive to Client of all key Project documents.		PCSD	CLIENT
Assist Client in preparing any financing/funding entity closeout requirements		PCSD	CLIENT

EXCLUDED SERVICES:

Each of the following services related to the Property, Buildings or Project shall be expressly excluded from the Services performed by PCSD pursuant to this Agreement (each an “Excluded Service” and collectively the “Excluded Services”):

- ◆ Architectural, engineering or other design services or the conformance of any design or implementation with any applicable legal standards or requirements
- ◆ General contracting
- ◆ Legal service in relation to any legal practice area
- ◆ Safety program design or enforcement
- ◆ Accounting services
- ◆ Investment advisory services
- ◆ Municipal advisory services
- ◆ Environmental consulting or assessment, related mitigation or monitoring
- ◆ Quantity surveying or cost estimating
- ◆ FF&E procurement, including the following items:
 - ◆ Lunch tables
 - ◆ Items that require approval by the Department of the State Architect, such as exterior canopies & awnings
 - ◆ Playground surfacing or equipment
 - ◆ School & office equipment or furnishings
- ◆ Low voltage data beyond the coordination of installation on the Project, phone, PA system, clock, security, or card reader wiring/equipment/planning
- ◆ Kitchen, food prep, and food serving equipment
- ◆ Equipment needed to execute future maintenance
- ◆ Any operational permits or fees required to operate a public charter school
- ◆ Property management

In accordance with this Agreement, PCSD may oversee the management and/or scheduling of third-party licensed professionals, contractors and vendors contracted with by Client in the course of rendering the services set forth in this Exhibit B. However, PCSD shall not have any formal control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, acts, omissions, or safety precautions and programs of any third-party professionals, contractors, or vendors. Furthermore, PCSD shall have no responsibility for i) design or for ensuring that such design or its implementation is in compliance with applicable laws and code; or ii) the discovery, presence, handling, removal, disposal of or exposure of persons to hazardous materials in any form at or around the Property.

As such, PCSD shall not be named as a party to any action brought by Client in matters of design errors and omissions, construction defects, jobsite accidents, or any other event relating to or arising out of any contract between Client and any third-party professionals, contractors or vendors, or any of the above Excluded Services. PCSD shall be specifically indemnified by Client and by the general contractors, sub-contractors,

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architects and other design consultants contracted with by Client and working on the Project against actions brought against PCSD in relation to such contracts or Excluded Services, but excepting from each instance any Losses and Liabilities that are found by a court or forum of competent jurisdiction to have been caused by the sole gross negligence or willful misconduct of PCSD. Client shall cause its contracts with such third parties to contain a written indemnification of PCSD in form reasonably satisfactory to PCSD, as determined in its sole discretion.

[END OF SCOPE OF SERVICES]

EXHIBIT C

INSURANCE

Contractor Insurance Coverage

1. Client shall require its General Contractor to maintain commercial general liability insurance in the minimum amount of \$2,000,000 and all other contractors, subcontractors and suppliers performing work on, to or for the Project to maintain commercial general liability insurance in the minimum amount of \$1,000,000 and to cause Client and PCSD and its Board of Directors, officers, employees, and agents to be named as additional insureds on such policies.

PCSD Insurance Coverage

1. PCSD shall, at its sole cost and expense, procure and maintain, for the duration of this Agreement, the following insurance coverages:
 - a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, and cross liability protection.
 - b. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness and \$1,000,000 in aggregate.
 - c. Professional liability insurance coverage of at least \$2,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.

Client Insurance Coverage

1. Client shall, at its sole cost and expense, procure and maintain, for the duration of this Agreement, the following insurance coverages:
 - a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, and cross liability protection.
 - b. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness and \$1,000,000 in aggregate.
 - c. Professional liability insurance coverage of at least \$2,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
 - d. Property insurance insuring against and covering (i) the building and all other improvements in, on, or to the Property (including, but not limited to, fixtures and

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improvements that may be made by or on behalf of Client), and (ii) trade fixtures, merchandise, and other personal property from time to time in, on, or upon the Property. Such policies shall include coverage in an amount not less than one hundred percent (100%) of the actual replacement cost of the insured property from time to time during the term of this Agreement.

- e. Builder's risk insurance in an amount equal to the full replacement value of the improvements being constructed on the Property by or for the benefit of Client in relation to the Project for the duration of any work performed on the Property in relation to the Project.

2. The following insurance endorsements shall be required:

- a. **ADDITIONAL INSURED.** On Client's Property, Builder's Risk and CGL insurance policies PCSD, its Board of Directors, and its officers, employees, and agents shall be named as additional insureds. The policies must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage to PCSD, its Board of Directors, or its officers, employees, or agents. The CGL additional insured endorsement must provide additional insured status while the work is being performed and after the work has been completed for a period of not less than one (1) year.
- b. **CANCELLATION.** Client's insurance company, CharterSafe, is a Joint Powers Authority of which Client is a legal member through the Local Education Agency. Pursuant to the provisions of each of Client's insurance policies, cancellation of insurance cannot happen without a noticed, formal cancellation process, even if for nonpayment. Client agrees to notify PCSD immediately if and when it knows or reasonably believes that any of its insurance policies will likely be cancelled for any reason; provided that, in no event shall such notice be provided to PCSD later than when Client receives notice from CharterSafe of a prospective or active cancellation process with respect to any of Client's insurance policies..
- c. **PRIMARY.** On each of Client's insurance policies it shall obtain an endorsement which provides that the insurance afforded by the respective policy is primary to any insurance or self-insurance of PCSD, its Board of Directors, officers, directors, employees, or agents with respect to operations of the insured. Any insurance maintained by the PCSD, its Board of Directors or its officers, employees, or agents shall be in excess of the Client's insurance and shall not contribute to it.
- d. **WAIVER OF SUBROGATION.** On each of Client's insurance policies it shall obtain an endorsement which provides that the insurer will waive its right of subrogation against PCSD, its Board of Directors and its officers, directors, employees and agents with respect to any losses paid under the terms of the respective policy which arise from work performed by Client in relation to this Agreement.
- e. **SEVERABILITY OF INTEREST** On each of Client's insurance policies it shall obtain an endorsement which provides that the Client's insurance shall apply separately to PCSD, its Board of Directors, officers, employees, and agents against whom a claim is made or suit is brought, except with respect to the limits of Client's liability.

Miscellaneous

1. Each Party shall furnish to satisfactory proof of each of the above insurance policies, as applicable, within thirty (30) days following the execution of this Agreement, and at least thirty (30) days prior to expiration of any insurance required herein shall furnish to the other Party renewal documentation. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf.
2. The insurance required herein must be placed with carriers admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VII or greater as reported by A.M. Best Company or equivalent, or a joint powers authority.
3. If either Party fails to maintain any required insurance, the other Party shall have the right, but not the obligation, to take out such insurance, and, if PCSD, add the amount of the premium to any sums owed to PCSD under this Agreement or, if Client, deduct and retain the amount of the premium from any sums payable to PCSD.
4. The insurance procured and maintained by each Party in accordance with this Agreement shall not be construed or operate to in any way limit such insured Party's indemnification obligations under this Agreement.



SEPTEMBER 21, 2020

LUKE DUCHENE, SCHOOL DIRECTOR
ROSS VALLEY CHARTER SCHOOL
102 MARINDA DRIVE
FAIRFAX, CA 94930

RE: **CONSTRUCTION LOAN FOR POTENTIAL IMPROVEMENT PROJECT AT 102 MARINDA DRIVE, FAIRFAX, CA**

DEAR LUKE:

PACIFIC CHARTER SCHOOL DEVELOPMENT, INC. ("PCSD" OF "LENDER") PROVIDES THIS LETTER OF INTENT ("CONSTRUCTION LOI") FOR A POTENTIAL CONSTRUCTION LOAN ("CONSTRUCTION LOAN") FOR EXPENSES RELATED TO THE PROJECT (AS DEFINED BELOW) TO BE LOCATED AT 102 MARINDA DRIVE, FAIRFAX, CA 94930 (THE "PROPERTY"). THE TERMS OF THE CONSTRUCTION LOAN ARE OUTLINED BELOW AND ARE SUBJECT TO FULL CREDIT APPROVAL BY THE PCSD BOARD OF DIRECTORS.

THE PROJECT IS DEFINED AS THOSE IMPROVEMENTS TO THE PROPERTY REQUESTED BY ROSS VALLEY CHARTER SCHOOL ("ROSS VALLEY" OR "BORROWER") THAT IT ANTICIPATES WILL ALLOW IT TO OPERATE A PUBLIC CHARTER SCHOOL ON THE PROPERTY (THE "PROJECT").

PLEASE NOTE THAT THIS LETTER IS FOR DISCUSSION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS A COMMITMENT TO LEND. THE TERMS CONTAINED IN THIS LETTER ARE NOT ALL-INCLUSIVE; ADDITIONS AND CHANGES MAY BE MADE AS PCSD AND ITS COUNSEL DEEMS NECESSARY, PRUDENT OR DESIRABLE DURING THE CREDIT APPROVAL AND UNDERWRITING PROCESS.

THE TERMS OF THE CONSTRUCTION LOAN FOR THE PROJECT WOULD BE AS FOLLOWS:

BORROWER:	ROSS VALLEY CHARTER SCHOOL, INC. A CALIFORNIA NONPROFIT PUBLIC BENEFIT ORGANIZATION
PURPOSE:	THE CONSTRUCTION LOAN IS INTENDED TO PROVIDE FUNDS FOR THE EXPENSES ASSOCIATED WITH PERFORMING CERTAIN ADA BARRIER REMOVALS AS REQUIRED BY THE CALIFORNIA DEPARTMENT OF EDUCATION AND THE ADDITION OF A FIRE ALARM SYSTEM PER REQUIREMENTS OF THE ROSS VALLEY FIRE DEPARTMENT.
CONSTRUCTION LOAN AMOUNT:	UP TO \$355,000
CONSTRUCTION LOAN TERM/ MATURITY:	JUNE 30, 2024

Pacific Charter School Development, Inc.

600 Wilshire Blvd, Suite 200, Los Angeles, CA 90017

(t) (213) 542-4700 / (f) (213) 542-4701

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INTEREST RATE:	2% PER ANNUM
ORIGINATION FEE:	1% OF MAXIMUM CONSTRUCTION LOAN AMOUNT, TO BE PAID AT CONSTRUCTION LOAN CLOSING FROM CONSTRUCTION LOAN PROCEEDS
LENDER EXPENSES:	BORROWER IS RESPONSIBLE FOR ITS OWN COSTS ASSOCIATED WITH DOCUMENTATION AND CLOSING OF THE LOAN. LENDER'S USE OF INTERNAL LEGAL COUNSEL IS INCLUDED IN THE ORIGINATION FEE, HOWEVER, AN INVOICE WILL BE PROVIDED AND IS THE RESPONSIBILITY OF THE BORROWER IF THE LOAN DOES NOT CLOSE AND COSTS WERE INCURRED BY LENDER. LENDER'S COUNSEL WILL BE BILLED AT A REASONABLE MARKET HOURLY RATE.
PAYMENT:	<p>DURING THE TERM OF THE CONSTRUCTION LOAN, PAYMENTS OF PRINCIPAL AND INTEREST SHALL BE DUE AND PAYABLE MONTHLY ON THE 1ST OF THE MONTH ACCORDING TO THE FOLLOWING SCHEDULE:</p> <ol style="list-style-type: none">1. FROM LOAN CLOSING TO DECEMBER 1, 2020: INTEREST ONLY2. FROM JANUARY 1, 2021 TO JULY 1, 2021: FIXED MONTHLY PAYMENTS OF PRINCIPAL & INTEREST OF \$6,377.643. FROM AUGUST 1, 2021 TO JULY 1, 2022: FIXED MONTHLY PAYMENTS OF PRINCIPAL & INTEREST OF \$4,299.864. FROM AUGUST 1 2022 TO JUNE 1, 2024: FIXED MONTHLY PAYMENTS OF \$6,706.485. JUNE 30, 2024: ALL OUTSTANDING PRINCIPAL AND INTEREST <p>INTEREST SHALL BE CALCULATED ON BASIS A 360-DAY YEAR AND 12 30-DAY MONTHS. FOR PARTIAL MONTHS, INTEREST SHALL BE PRORATED BASED ON ACTUAL DAYS ELAPSED AS PORTION OF TOTAL ACTUAL DAYS OF MONTH.</p>
SECURITY:	FULL RECOURSE TO BORROWER BUT UNSECURED AGAINST THE PROPERTY.
CONSTRUCTION LOAN DISBURSEMENTS:	DISBURSEMENTS SHALL BE MADE WITH NO GREATER FREQUENCY THAN ONE PER MONTH. BORROWER SHALL SUBMIT A DISBURSEMENT REQUEST WITH A DETAILED LIST OF EACH INVOICE FOR WHICH FUNDS ARE BEING REQUESTED. LENDER SHALL DISBURSE FUNDS UPON REVIEW AND APPROVAL OF THE BORROWER'S REQUEST. AFTER EACH DISBURSEMENT, BORROWER SHALL PROVIDE LENDER WITH EVIDENCE OF PAYMENT FOR INVOICES IN THAT DISBURSEMENT BEFORE REQUESTING ANY FURTHER DISBURSEMENTS.
BORROWER EQUITY:	BORROWER IS REQUIRED TO PROVIDE A MINIMUM OF \$10,000 IN CASH EQUITY THROUGH THE DIRECT FUNDING OF PROJECT-RELATED COSTS (EVIDENCED WITH PROOF OF PAYMENT TO PCSD). SUCH AMOUNTS WILL BE SPENT OR OTHERWISE CONTRIBUTED TO THE PROJECT PRIOR TO DISBURSEMENT OF ANY CONSTRUCTION LOAN PROCEEDS.
CONSTRUCTION LOAN FINANCIAL COVENANTS:	<p>FOR THE DURATION OF THE CONSTRUCTION LOAN, FINANCIAL STATEMENTS AND REPORTS FROM THE BORROWER WILL BE REQUIRED AS FOLLOWS:</p> <ol style="list-style-type: none">1. ANNUAL AUDITED FINANCIAL STATEMENTS WITHIN 180 DAYS OF THE END OF EACH FISCAL YEAR, WITH ACCOMPANYING SCHEDULE OF CONTINGENT LIABILITIES;2. INTERNALLY-PREPARED MONTHLY OR QUARTERLY FINANCIAL STATEMENTS WITHIN 45

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DAYS OF REQUEST;

3. P1, P2 AND P-FINAL ENROLLMENT DATA FOR ALL YEARS THE REVISED PREDEVELOPMENT LOAN IS OUTSTANDING;
4. UPDATED FUNDRAISING AND REPAYMENT PLAN.

IN ADDITION, THE BORROWER MUST MAINTAIN THROUGHOUT THE CONSTRUCTION LOAN TERM, TESTED ANNUALLY FROM THE AUDITED FINANCIAL STATEMENTS, THE FOLLOWING KEY FINANCIAL RATIOS CALCULATED ON AN UNCONSOLIDATED BASIS:

1. QUICK RATIO OF AT LEAST 1.0X
2. CURRENT RATIO OF AT LEAST 1.05X
3. POSITIVE CASH FLOW FROM OPERATIONS EACH FISCAL YEAR
4. TOTAL DEBT TO NET ASSETS (EQUITY) NO GREATER THAN 3.5:1;
5. MINIMUM 1.15X LEASE COVERAGE RATIO, WHICH SUCH RATIO SHALL BE DETERMINED BY DIVIDING (A) THE SUM OF BORROWER'S (I) NET INCOME BEFORE INTEREST, RENT, DEPRECIATION AND AMORTIZATION BY (B) THE SUM OF (WITHOUT DUPLICATION) BORROWER'S CURRENT PAYMENT OBLIGATIONS UNDER THE LEASE, CURRENT PORTION OF ALL LONG TERM DEBT (FOR THE PRIOR FISCAL YEAR), AND INTEREST EXPENSE ON ALL DEBT INCURRED BY OR IN CONNECTION WITH THE BORROWER.

FURTHER DUE DILIGENCE:

THE CLOSING OF THE CONSTRUCTION LOAN WILL BE SUBJECT TO PCSD'S STANDARD UNDERWRITING PROCESSES, INCLUDING FULL CREDIT APPROVAL, AND CLOSING CONDITIONS. AS PART OF ITS UNDERWRITING DUE DILIGENCE, PCSD WILL REQUIRE THE FOLLOWING:

1. RECEIPT OF UNAUDITED FINANCIAL STATEMENTS FOR BORROWER'S 2020 FISCAL YEAR, AND ADDITIONAL DOCUMENTATION, AS REQUESTED BY PCSD. THE FINANCIAL COVENANTS WILL BE FINALIZED ONCE PCSD HAS COMPLETED ITS UNDERWRITING OF BORROWER;
2. AN ENROLLMENT PLAN AND EVIDENCE OF INTEREST OF ENROLLMENT FOR FUTURE YEARS;
3. ANY OTHER INFORMATION REQUESTED BY PCSD.

THE LOAN DOCUMENTS, ONCE DRAFTED, WILL INCLUDE ADDITIONAL CONDITIONS THAT THE BORROWER WILL BE REQUIRED TO MEET IN ORDER FOR THE CONSTRUCTION LOAN TO CLOSE. WE THANK YOU FOR YOUR INTEREST AND LOOK FORWARD TO WORKING WITH YOU ON THIS TRANSACTION. OUR DUE DILIGENCE AND UNDERWRITING WILL COMMENCE UPON RECEIPT OF A COUNTERSIGNED COPY OF THIS LETTER.

SINCERELY,

DocuSigned by:



JOHN SUN 182869429...

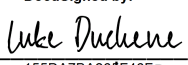
CHIEF EXECUTIVE OFFICER


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AGREED AND ACCEPTED:

ROSS VALLEY CHARTER SCHOOL

DocuSigned by:

NAME: LUKE DUCHENE
TITLE: School Director
DATE: 9/28/2020

 **AIA**® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

ADA Site Work & Restroom Remodel
Ross Valley Charter School

THE OWNER:
(Name, legal status and address)

Ross Valley Charter School, a California Public Benefit Corporation ("School")
102 Marinda Drive, Fairfax, CA 94930

THE ARCHITECT:
(Name, legal status and address)

Rich Dowd RD Architecture
27 Creek Road, Fairfax, CA 94930

TABLE OF ARTICLES

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15	CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Applicable Laws

The term "Applicable Laws" means all laws, codes, building codes, treaties, ordinances, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority and rules, regulations, orders, interpretations and permits of any national, federal, state, county, municipal, regional, environmental or other governmental body, instrumentality, agency, authority, court or other body having jurisdiction over the Project, or performance of the Work, as may be in effect from time to time, including, without limitation, the provisions of the California Fair Employment and Housing Act, the Americans With Disabilities Act and California Civil Code sections 895 through 945.5 to the extent applicable.

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§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 Subject to any license granted to Owner, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Including the permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Contractor shall secure and the Owner shall pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. If Owner exercises this right, the Contract Time shall not be extended in response thereto.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor (including the Contractor's Project Manager and superintendent) shall attend and participate in the meeting with the Architect and construction lender's inspecting consultants, if any, to be held weekly at a specific date, time and place determined by Owner, and shall prepare and distribute minutes of the meeting within two (2) business days of the meeting.

§ 3.3.5 The Contractor shall provide regular monitoring, on at least a monthly basis, of the Project Schedule in suitable electronic format acceptable to Owner as construction progresses and shall (a) identify potential variances between scheduled and probable completion dates, (b) review schedule for work not started or incomplete and implement adjustments in the Project Schedule to meet the required completion date(s), and (c) determine the adequacy of Contractor's and Subcontractor's personnel and equipment and the availability of materials and supplies to meet the Project Schedule. Contractor shall implement appropriate action, when its obligations and the obligations of Subcontractors are not being met. Contractor shall give notice to the Architect and Owner not less than five (5) days prior to making any adjustment in construction means, methods, techniques, sequences or procedures for any reason.

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§ 3.3.6 Cost Control: The Contractor shall develop and monitor an effective system of Project cost control and promptly (a) incorporate approved changes, (b) identify variances between projected costs and budgets on a schedule of value basis, (c) advise Owner whenever projected cost exceeds budgets or estimates, and (d) recommend to Owner solutions that Contractor proposes to implement to minimize excess cost.

§ 3.3.7 Tests: Contractor shall arrange for tests, inspections and approvals as required by the Contract Documents or by Applicable Laws. If the Contract Documents or Applicable Laws require any portion of the Work to be inspected, tested or approved, Contractor shall give Owner at least twenty-four (24) hours notice (to the extent that Contractor has such advance notice) of its readiness so Owner may observe such inspecting, testing or approval. Contractor shall secure all required certificates of inspection, testing or approval and promptly deliver them to Owner. If Owner determines that any Work requires special inspection, testing or approval not already required by the Contract Documents or Applicable Laws, Owner shall instruct Contractor to order such special inspection, testing or approval and all costs thereof shall be paid or reimbursed by Owner. Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by inspection, testing or approvals required or performed by persons other than Contractor.

§ 3.3.8 Start-up: Contractor shall start-up all systems and equipment included in the Work. Contractor has included in the Contract Documents sufficient allowances to cover contingencies that may arise in connection with the start-up of individual systems, equipment and the total facility. Contractor shall comply fully with each manufacturer's specifications and instructions. Equipment that has been specified to be furnished with manufacturer's supervision of start-up shall be placed in operation only under the supervision of manufacturer's representative. With Owner's maintenance personnel, Contractor shall direct and video the testing activities, operations systems and equipment for readiness and direct and supervise the initial start-up and testing by Subcontractors.

§ 3.3.9 Contractor shall confine operations at the Site to areas permitted by Applicable Laws, Applicable Permits and the Contract Documents. Contractor shall not unreasonably encumber the Site with any materials or equipment, and shall maintain the Site in a neat, orderly manner. Contractor, all Subcontractors and anyone directly or indirectly employed by or associated with any of them, shall confine their ingress and egress to the Site to areas approved by the City and/or indicated in the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, or to Owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work, except to the extent such damage is the result of Owner's active negligence or the negligence of those third parties acting directly on behalf of Owner.

§ 3.3.10 Contractor will supervise, administer and protect the Work against loss or damage from any cause and will be responsible for all parts of the Work, temporary or permanent, finished or not, until Substantial Completion. Contractor will take reasonable precautions and maintain reasonable safeguards to protect against loss or damage to persons or property owing to weather conditions and arising out of its activities at or about the site including, without limitation, bracing and reinforcing where necessary and providing for guards, locks, fences, signs, barricades, lights and such other warning and security devices where appropriate. Unless otherwise covered by Owner's property insurance, Contractor will bear and be liable for and Owner will not be responsible for any loss or damage to the Work and any material, equipment or other thing used in the Work or placed at the site including, but not limited to, loss or damage due to theft, trespass or vandalism before Substantial Completion of the Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

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§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, reasonable overhead and profit, and other reasonable expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

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§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract during its performance of the Work. At completion of the Work, the Contractor shall remove all waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees associated with those copyrights and/or patents it employs in its Work. The Contractor shall defend suits or claims for infringement of such copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Owner's Landlord (the Archdiocese of San Francisco Parish and School Juridic Persons Real Property Support Corporation), the Owner's construction lender (when selected by Owner and identified to Contractor), the Architect, the Architect's consultants, and directors, officers, agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, ("Claims") arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits

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payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or

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for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Contractor will prepare for the Owner's review and approval Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor, the Owner, the Owner's Landlord (the Archdiocese of San Francisco Parish and School Juridic Persons Real Property Support Corporation) and each of their officers, directors, agents, and employees, and the Owner's lender (only if required by such lender), all the obligations and responsibilities, including but not limited to the responsibility for indemnity and safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner, the Owner's Landlord (if any), the Owner's lender (only if required by such lender) and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

- § 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
 - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

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§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Within ten (10) days of receipt of a request from Owner, Contractor shall prepare and submit to Owner a detailed breakdown with documentation sufficient to enable Owner to determine the effect on the Contract Sum, if any, and effect on the Project Schedule, if any, for a proposed Change. Such breakdown and documentation shall reflect all labor, services and materials altered, added, omitted or changed by the proposed Change. Such breakdown shall be in the format approved by Owner and traditionally utilized in the construction industry for the preparation of estimates and shall show quantities of each item of work and/or material, its unit cost and extended cost for the total required. Subcontractors shall also be required to furnish the detailed breakdowns, estimates and verification of prices required of Contractor. If the change in the Cost of the Work is approved, Owner and Contractor shall effect such Change by the execution of a Change Order.

§ 7.2.3 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.4 The Contract Sum and the Contract Time may only be changed by Change Order or by Construction Change Directive. A Change Order signed by the Contractor indicates Contractor's agreement therewith, including the adjustment to the Contract Sum and/or the Contract Time. No change in the Work, whether by way of alterations or additions to the Work, shall be the basis of any addition to or change in the Contract Sum and/or the Contract Time unless and until such alteration or addition has been authorized by a written Change Order or written Construction Change Directive executed and issued in strict compliance with the requirements of the Contract Documents.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an Excusable Delay (as defined in Section 15.1.6.2), then the Contract Time shall be extended by Change Order but only to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension of the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments to the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused by the Contractor, (ii) could not be avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, (iii) is demonstrated by Contractor to affect the critical path of the approved Project schedule, and (iv) is of a duration of not less than one (1) day.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. Contractor's sole remedy for an Excusable Delay that meets the requirements of Section 8.3.1 shall be an extension of the Contract Time, and Contractor shall not be entitled to additional compensation for any such delay unless the delay is caused by an act or neglect of Owner or Architect or of a separate contractor employed by Owner (a "Compensable Delay"). For a Compensable Delay Contractor's compensation shall be limited to Contractor's actual General Conditions costs in an amount not to exceed \$1,500.00 per calendar day of delay.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.4 Owner's Right to Accelerate

Owner shall have the right to require, by Change Order issued under Article 7, that completion of all or any portion of the Work be accelerated to an earlier time. In the case of such acceleration, Contractor shall require his forces and his Subcontractors to work such overtime hours and take such other measures as reasonably practicable and as necessary to accomplish the acceleration and Owner shall reimburse Contractor pursuant to Article 7 for any and all increases in his actual Costs of the Work directly attributable to such acceleration. Contractor shall keep accurate records of such overtime hours and other premium or acceleration costs and expenses resulting from such acceleration. This section shall have no application to overtime or accelerated work which Contractor is required to perform because of its failure to meet the Project Schedule or, without limitation, because of any other fault of Contractor.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

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§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect

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may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when (a) the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, (b) the Owner receives all occupancy and other necessary permits related to its use of the Project, and (c) the Owner has approved and accepted the entire Work, subject to completion of Punch List Items (as defined herein).

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment ("Punch List Items"). Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by the Claims resolution process of Article 15.

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§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and (if requested by Owner) Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Owner shall be entitled to withhold ten percent (10%) of the total Contract Sum ("10% Retention Amount") as reflected on each Application for Payment consistent with the Schedule of Values. Neither final payment nor the 10% Retention Amount shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, and (7) if so requested by Owner, as-built drawings and plans for the Work (in hard copy and electronic format specified by Owner) certified by Contractor and all applicable Subcontractors to be complete and accurate, and all inspection certificates, operation and warranty manuals and other close-out documentation relating to the Work, (8) a written statement that all Punch List Items have been completed, which has been confirmed by Architect and Owner and approved by Owner, and (9) Owner has received and approved Contractor's final billing for the Work and the Project. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.
- .5 Contractor's indemnity obligations and warranties in the Contract Documents, and all other obligations that survive completion of the Work.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

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§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

(Paragraphs deleted)

§ 11.1.1 Insurance to be Carried by Contractor. Contractor shall procure and maintain, during the term of the Contract, the following insurance on an occurrence basis with companies admitted or licensed, as applicable to issue insurance policies and provide insurance coverage in the state where services are to be performed:

.1 Worker's Compensation Insurance in accordance with the applicable laws of California with a limit of not less than \$1,000,000.00 per occurrence. In case any Work is subcontracted, the Contractor shall require all Subcontractors to similarly provide statutory worker's compensation for the latter's employees unless such employees are covered by the coverage afforded by the Contractor. No alternative form of coverage will be accepted under any condition and Occupational Accident and Excess Employer Indemnity Policies are not acceptable. All such Contractor and Subcontractor policies shall contain waivers of subrogation in favor of Owner. Additionally, Contractor will maintain during the performance of the Contract Employer's Liability Coverage as follows:

\$1,000,000 Bodily Injury by Accident - Each Accident;

\$1,000,000 Bodily Injury by Disease - Each Employee;

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\$1,000,000 Bodily Injury by Disease - Policy Limit;

.2 Commercial General Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, \$2,000,000.00 general aggregate, including the following coverages:

- A. Premises and Operations;
- B. Completed Operations for ten (10) years after completion of the Work;
- C. Broad Form General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor in Subparagraph 11.1.1.3), Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverage (including Completed Operations);
- D. Independent Contractors, and
- E. Per Project Aggregate.

.3 Comprehensive Automobile Liability Insurance, covering owned, non-owned and hired motor vehicles utilized in the performance of this Contract, combined single limit of not less than \$1,000,000.00 per occurrence; and

.4 Tool and Equipment Insurance for tools and equipment, including rentals used in performance of services.

.5 Professional Liability Insurance - providing coverage for errors and omissions on a "claims made" basis in any engineering, designing, architectural and design-build aspects of the Work performed by the Contractor or its Subcontractors, Sub-subcontractors, Architects and Consultants. Contractor may satisfy this requirement by requiring its design-build subcontractors to obtain this insurance.

Limits of Liability shall not be less than: \$2,000,000 per occurrence and in the annual aggregate.

All insurance policies described in Sections 11.1.1.1, 11.1.1.2, 11.1.1.3, 11.1.1.4 and 11.1.1.5 shall be primary and noncontributing to insurance provided by the Owner and shall include a blanket waiver of subrogation.

.6 Contractor shall obtain Umbrella (Excess) Liability Insurance providing coverages in excess of the same coverages described in Sections 11.1.1.1 (Employer's Liability), 11.1.1.2 (CGL) and 11.1.1.3 (Auto) with a combined single limit of \$3,000,000.

§ 11.1.2 Subcontractor Insurance Requirements. Subcontractors shall provide insurance with the coverage and limits identified on the Subcontractor Insurance Addendum attached as Attachment "A" to the Agreement. Contractor will maintain certificates of Insurance from all Subcontractors enumerating among other things waivers in favor of and Additional Insured status of Owner, Owner's Landlord (if any), and Owner's lender (only if required by such lender), and make them available to the Owner upon request.

§ 11.1.3 "Claims-Made" Liability Policies. All of Contractor's liability policies shall be written on an occurrence basis. However, if occurrence policies are not commercially available for the required coverages, then liability policies may be written on a "claims-made" basis, and any such policy must indicate a retroactive coverage date which precedes the date of the Contract and must provide an extended discovery clause of at least three (3) years beyond the term of this Contract. The extended option must be purchased if the insurance is not renewed. The limits under the claims-made policy and discovery clause must be reinstated annually.

§ 11.1.4 Insurer Requirements, Rating and Forms. Contractor's insurance coverages must be written under standard forms (if authorized or required in the jurisdiction where the Project is located) and forms of policies must be acceptable to Owner, and other than the insurers providing the Worker's Compensation Insurance, rated no less than A-/Class VII as shown in the most current issue of A.M. Best's Key Rating Guide. Waivers of Subrogation will be provided in favor of Owner on General, Auto, Worker's Compensation/Employers, and other liability policies obtained and maintained by Contractor and Subcontractors.

§ 11.1.5 Certificate of Insurance, Additional insureds. Contractor and Subcontractors agree to furnish Owner with certificates of all policies of insurance, and such certificates shall stipulate that coverages will not be canceled or substantially changed prior to final acceptance of the Owner. Owner, Owner's Landlord (the Archdiocese of San Francisco Parish and School Juridic Persons Real Property Support Corporation), and Owner's lender (only if required by such lender) shall be added by endorsement as additional insureds on the General, Auto, and all other liability policies carried and maintained by Contractor and Subcontractors

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except Worker's Compensation/Employer's Liability (using ISO form CG 2010 1185 or its equivalent for both ongoing operations and completed operations) and all such policies must be endorsed to be primary to any liability insurance policies carried by Owner with respect to Contractor's or any Subcontractor's operations hereunder. New certificate(s) of insurance must be provided to Owner prior to the current certificate(s) coverage termination date if prior to completion of the Work. Such certificates shall indicate: (i) Owner as Certificate Holder with correct mailing address; (ii) insured's name which must match the Agreement or subcontract (as applicable); (iii) Company affording coverage, policy number, policy date, all coverage limits on signature of authorized representative of insurance company; (iv) Producer of certificate with correct address and phone listed; (v) Certificate Holder has been named as an Additional Insured with respect to the General, Auto, and all other liability policies carried and maintained by Contractor and/or Subcontractor as described herein excepting Worker's Compensation/Employer's Liability; (vi) waivers of subrogation in favor of Certificate Holder on General, Auto and Worker's Compensation/Employer's Liability policy; and (vii) the General and Auto policies described are primary in respect to the Additional Insured. If the insurer elects to cancel, non-renew or reduce coverage for any reason, Contractor will provide Owner with thirty (30) days written notice of such cancellation, non-renewal or reduction (ten (10) days written notice if the cancellation is for non-payment of premium).

§ 11.1.6 Compliance with Insurance Provisions. Contractors and Subcontractors shall not commence work and/or service under this Contract until all insurance required has been obtained and all required certificates have been furnished to Owner. Contractor shall not be deemed to be relieved of any responsibility by the fact that it carries insurance. Should at any time Contractor or any Subcontractor neglect or refuse to provide insurance requirements herein, or should such insurance be canceled or changed substantially, or should the full occurrence limit of any policy not be available to satisfy requirements of this Contract the Owner shall have the right to cancel this Contract. Contractor and all Subcontractors will fully perform all obligations and fulfill all requirements under all of the foregoing policies in order to ensure that such policies or coverages are not rendered invalid including, but not limited to, delivery notices of claims to any insurers when and in the manner required by such policies.

§ 11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend and hold harmless Owner, Owner's Landlord, Owner's lender, Architect and the shareholders, officers, directors, agents and employees of any of the above-mentioned parties from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligations provided in the Contract.

§ 11.1.8 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall maintain commercial property insurance, providing special form insurance coverage for the buildings, fixtures, equipment and all improvements constituting any part of the Property. Said special form insurance shall provide broad coverage concerning potential risks, including builder's risk, but shall exclude earthquake liability and shall provide limited coverage for flood risks. Coverage shall be sufficient to insure one hundred percent (100%) of the replacement cost of the Work. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. All insurance required under the Contract Documents is separate from and supplemental to the Owner's policy. The Owner will not obtain a wrap-up insurance policy or other consolidated insurance program for the Project.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the

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Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so at Contractor's sole cost and expense, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2 except as related to the corrective Work performed by Contractor.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.5.1. If at any time there shall be evidence of any lien or claim for labor, materials, or other things furnished for the Work, for which, if established, Owner or the property might become liable and which is chargeable to Contractor, Contractor shall pay or obtain the release of the same without expense to Owner. Owner shall have the right, so long as any lien or claim remains unreleased, to retain an amount sufficient to pay such lien or claim, with interest and reasonable expenses incurred in connection

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therewith, out of any payment then due or thereafter to become due from Owner to Contractor, and to pay such portion thereof as the sums so withheld will pay. Should any such lien or claim remain unreleased or remain wholly or in part unpaid at a time when there are no other payments to become due Contractor under this Contract and all sums withheld have been applied upon such liens or claims, Owner may pay the balance thereof with its own funds and Contractor shall reimburse Owner for all monies that Owner may pay in discharging or settling such liens or claims, together with reasonable expenses (including costs and attorney's fees) incurred by it in so doing. When all such liens and claims shall have been paid and satisfied by Contractor or bonded around, Owner shall then release to the Contractor such portion of the sum retained by Owner as was not used to reimburse Owner for any of its own monies which may have been used in discharging such liens, claims and expenses. Contractor shall not be responsible for any costs to remove liens if such lien is in place because of Owner's failure to pay Contractor undisputed amounts under this Contract.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and reasonable costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and

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- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; reasonable costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; reasonable overhead, prepayments, custom built items already paid for, and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to

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the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 As used in these Contract Documents, the term "Excusable Delay" shall refer to a delay (i) that affects the critical path of the construction schedule that is prevailing at the time of the incident that caused the delay; and (ii) that is caused either by the Owner or the Architect (except for scope changes authorized by Owner pursuant to Contract Change Order); (iii) by Inclement Weather (as defined in Section 15.1.6.3); by strikes, lockouts, or other labor or industrial disturbance; by civil disturbance, riot, blockade, embargo; by act of the public enemy (including war, terrorism, sabotage, blockade, embargo); by governmental delay; by lightning, earthquake, fire, hurricane, tornado, flood, washout, explosion or other Acts of God; by pending mediation or arbitration; by unforeseen conditions; or by any other causes that are outside of the control of Contractor and/or its Subcontractors, governmental preemption in connection with a National Emergency, disease (including without limitation, delays arising out the spread of COVID-19, such as, without limitation, delays in the responsiveness of, or the unavailability of, governmental authorities to grant permit applications or signoffs or to perform inspections, or the unavailability of required meetings or governmental agencies necessary to act to grant any Approvals) or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

(Paragraphs deleted)

§ 15.1.6.3 As used in these Contract Documents, the term "Inclement Weather" means any type of precipitation that registers .50 inches or greater per day, as documented by the records from the National Weather Station closest to the Project Site. Contractor agrees to use its best efforts to mitigate against the consequences of Inclement Weather.

§ 15.1.6.4 All claims for extension of time shall be made in writing to Owner as soon as reasonably practicable, and the circumstances and activities leading to such claim shall be indicated or referenced on Contractor's daily report for the day(s) affected. In making a claim for an extension of time as a result of a delay, Contractor shall provide the following specific information as a condition precedent to Contractor's right to seek a binding dispute resolution:

- .1 Nature of the delay;
- .2 Date (or anticipated date) of commencement of delay;
- .3 Activities on the Project Schedule affected by the delay, and/or new activities necessitated by the delay, and their relationship with existing activities;
- .4 Identification of person(s) or organization(s) or event(s) responsible for the delay;
- .5 Anticipated extent of delay;

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.6 Recommended action to avoid or minimize the delay.

§ 15.1.6.5 Where there is delay the parties shall use their best effort to overcome or mitigate the effects of such delay. When the circumstances permit the Work to resume, written notice to that effect shall be given and performance of the Work shall promptly resume.

§ 15.1.7 [Reserved]

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, and 9.10.5, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The arbitration hearing shall be conducted in the county where the Project Site is located before a single arbitrator having at least ten (10) years' experience with construction disputes. The parties may conduct discovery, and the arbitrator may make orders regarding such discovery, as permitted by California Code of Civil Procedure section 1283.05. The arbitrator shall apply California substantive law to the claims in dispute, and shall utilize the California JAMS procedure and rules with respect to the presentation, receipt and admissibility of evidence at the arbitration hearing. An award may be entered against a party who fails to appear at a duly-noticed hearing. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the arbitrator's decision is based. The decision of the arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction. The arbitrator shall not have the power to commit errors of law or legal reasoning or to award punitive damages, and the award may be vacated or corrected for any such error on a petition to vacate or correct the award brought under California Code of Civil Procedure section 1285, et seq. The ruling of the Superior Court in the county where the Project Site is located regarding such petition shall be final, and no further appeal may be filed by either party. The provisions of the Federal Arbitration Act (9 U.S.C. § 1 et seq.) do not apply to this Contract or to this agreement to arbitrate. The prevailing party in any action, arbitration or other proceeding shall be entitled to recover its reasonable attorney's fees and costs of suit from the other party.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for AIA® Document A201® – 2017

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ADA Site Work & Restroom Remodel
Ross Valley Charter School

...

Ross Valley Charter School, a California Public Benefit Corporation ("School")
102 Marinda Drive, Fairfax, CA 94930

...

Rich Dowd RD Architecture
27 Creek Road, Fairfax, CA 94930

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§ 1.1.9 Applicable Laws

The term "Applicable Laws" means all laws, codes, building codes, treaties, ordinances, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority and rules, regulations, orders, interpretations and permits of any national, federal, state, county, municipal, regional, environmental or other governmental body, instrumentality, agency, authority, court or other body having jurisdiction over the Project, or performance of the Work, as may be in effect from time to time, including, without limitation, the provisions of the California Fair Employment and Housing Act, the Americans With Disabilities Act and California Civil Code sections 895 through 945.5 to the extent applicable.

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§ 1.5.1 ~~The Subject to any license granted to Owner, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.~~

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§ 2.3.1 ~~Except for~~ Including the permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the ~~Owner~~ Contractor shall secure and the Owner shall pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the

right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. If Owner exercises this right, the Contract Time shall not be extended in response thereto.

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§ 3.3.4 Meetings: The Contractor (including the Contractor's Project Manager and superintendent) shall attend and participate in the meetings of Owner, Architect and construction lender's inspecting consultants, if any, to be held weekly at a specific date, time and place established by Owner, and shall prepare and distribute minutes of the meeting within two (2) business days of the meeting.

§ 3.3.5 The Contractor shall provide regular monitoring, on at least a monthly basis, of the Project Schedule in suitable electronic format acceptable to Owner as construction progresses and shall (a) identify potential variances between scheduled and probable completion dates, (b) review schedule for work not started or incomplete and implement adjustments in the Project Schedule to meet the required completion date(s), and (c) determine the adequacy of Contractor's and Subcontractor's personnel and equipment and the availability of materials and supplies to meet the Project Schedule. Contractor shall implement appropriate action, when its obligations and the obligations of Subcontractors are not being met. Contractor shall give notice to the Architect and Owner not less than five (5) days prior to making any adjustment in construction means, methods, techniques, sequences or procedures for any reason.

§ 3.3.6 Cost Control: The Contractor shall develop and monitor an effective system of Project cost control and promptly (a) incorporate approved changes, (b) identify variances between projected costs and budgets on a schedule of value basis, (c) advise Owner whenever projected cost exceeds budgets or estimates, and (d) recommend to Owner solutions that Contractor proposes to implement to minimize excess cost.

§ 3.3.7 Tests: Contractor shall arrange for tests, inspections and approvals as required by the Contract Documents or by Applicable Laws. If the Contract Documents or Applicable Laws require any portion of the Work to be inspected, tested or approved, Contractor shall give Owner at least twenty-four (24) hours notice (to the extent that Contractor has such advance notice) of its readiness so Owner may observe such inspecting, testing or approval. Contractor shall secure all required certificates of inspection, testing or approval and promptly deliver them to Owner. If Owner determines that any Work requires special inspection, testing or approval not already required by the Contract Documents or Applicable Laws, Owner shall instruct Contractor to order such special inspection, testing or approval and all costs thereof shall be paid or reimbursed by Owner. Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by inspections, tests or approvals required or performed by persons other than Contractor.

§ 3.3.8 Start-up: Contractor shall start-up all systems and equipment included in the Work. Contractor has included in the Stipulated Sum sufficient allowances to cover contingencies that may arise in connection with the start-up of individual systems, equipment and the total facility. Contractor shall comply fully with each manufacturer's specifications and instructions. Equipment which has been specified to be furnished with manufacturer's supervision of start-up shall be placed in operation only under the supervision of manufacturer's representative. With Owner's maintenance personnel, Contractor shall direct and video the testing of utilities, operations systems and equipment for readiness and direct and supervise the initial start-up and testing by Subcontractors.

§ 3.3.9 Contractor shall confine operations at the Site to areas permitted by Applicable Laws, Applicable Permits and the Contract Documents. Contractor shall not unreasonably encumber the Site with any materials or equipment, and shall maintain the Site in a neat, orderly manner. Contractor, all Subcontractors and anyone directly or indirectly employed by or associated with any of them, shall confine their ingress and egress to the Site to areas approved by the City and/or indicated in the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, or to Owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work, except to the extent such damage is the result of Owner's active negligence or the negligence of those third parties acting directly on behalf of Owner.

§ 3.3.10 Contractor will supervise, administer and protect the Work against loss or damage from any cause and will be responsible for all parts of the Work, temporary or permanent, finished or not, until Substantial Completion. Contractor will take reasonable precautions and maintain reasonable safeguards to protect against loss or damage to persons or property owing to weather conditions and arising out of its activities at or about the site including, without limitation, bracing and reinforcing where necessary and providing for guards, locks, fences, signs, barricades, lights and such other warning and security devices where appropriate. Unless otherwise covered by Owner's property insurance, Contractor will bear and be liable for and Owner will not be responsible for any loss or damage to the Work and any material, equipment or other thing used in the Work or placed at the

site including, but not limited to, loss or damage due to theft, trespass or vandalism before Substantial Completion of the Work.

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.2 Contractor's costs for unloading and handling at the site, labor, installation costs, ~~overhead,~~ reasonable overhead and profit, and other reasonable expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

...

§ 3.10.3 The Contractor shall perform the Work in ~~general~~ accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the ~~Contract.~~ Contract during its performance of the Work. At completion of the Work, the Contractor shall remove all waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

...

The Contractor shall pay all royalties and license ~~fees.~~ fees associated with those copyrights and/or patents it employs in its Work. The Contractor shall defend suits or claims for infringement of such copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, ~~process,~~ process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, ~~Specifications,~~ Specifications or other documents prepared by the Owner or Architect. ~~However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.~~

...

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Owner's Landlord (the Archdiocese of San Francisco Parish and School Juridic Persons Real Property Support Corporation), the Owner's construction lender (when selected by Owner and identified to Contractor), the Architect, the Architect's consultants, and directors, officers, agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, ("Claims") arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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§ 4.2.8 The ~~Architect will prepare~~ Contractor will prepare for the Owner's review and approval Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the ~~Contractor~~ Contractor, the Owner, the Owner's Landlord (the Archdiocese of San Francisco Parish and School Juridic Persons Real Property Support Corporation) and each of their officers, directors, agents, and employees, and the Owner's lender (only if required by such lender), all the obligations and responsibilities, including but not limited to the responsibility for indemnity and safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the ~~Owner~~ Owner, the Owner's Landlord (if any), the Owner's lender (only if required by such lender) and Architect. Each subcontract agreement shall

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preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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§ 7.2.2 Within ten (10) days of receipt of a request from Owner, Contractor shall prepare and submit to Owner a detailed breakdown with documentation sufficient to enable Owner to determine the effect on the Contract Sum, if any, and effect on the Project Schedule, if any, for a proposed Change. Such breakdown and documentation shall reflect all labor, services and materials altered, added, omitted or changed by the proposed Change. Such breakdown shall be in the format approved by Owner and traditionally utilized in the construction industry for the preparation of estimates and shall show quantities of each item of work and/or material, its unit cost and extended cost for the total required. Subcontractors shall also be required to furnish the detailed breakdowns, estimates and verification of prices required of Contractor. If the change in the Cost of the Work is approved, Owner and Contractor shall effect such Change by the execution of a Change Order.

§ 7.2.3 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.4 The Contract Sum and the Contract Time may only be changed by Change Order or by Construction Change Directive. A Change Order signed by the Contractor indicates Contractor's agreement therewith, including the adjustment to the Contract Sum and/or the Contract Time. No change in the Work, whether by way of alterations or additions to the Work, shall be the basis of any addition to or change in the Contract Sum and/or the Contract Time unless and until such alteration or addition has been authorized by a written Change Order or written Construction Change Directive executed and issued in strict compliance with the requirements of the Contract Documents.

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§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by ~~(1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor;~~ (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine an Excusable Delay (as defined in Section 15.1.6.2), then the Contract Time shall be extended by Change Order but only to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension of the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments to the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused by the Contractor, (ii) could not be avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, (iii) is demonstrated by Contractor to affect the critical path of the approved Project schedule, and (iv) is of a duration of not less than one (1) day.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. Contractor's sole remedy for an Excusable Delay that meets the requirements of Section 8.3.1 shall be an extension of the Contract Time, and Contractor shall not be entitled to additional compensation for any such delay unless the delay is caused by an act or neglect of Owner or Architect or of a separate contractor employed by Owner (a "Compensable Delay"). For a Compensable Delay Contractor's compensation shall be limited to Contractor's actual General Conditions costs in an amount not to exceed \$1,500.00 per calendar day of delay.

...

§ 8.4 Owner's Right to Accelerate

Owner shall have the right to require, by Change Order issued under Article 7, that completion of all or any portion of the Work

be accelerated to an earlier time. In the case of such acceleration, Contractor shall require his forces and his Subcontractors to work such overtime hours and take such other measures as reasonably practicable and as necessary to accomplish the acceleration and Owner shall reimburse Contractor pursuant to Article 7 for any and all increases in his actual Costs of the Work directly attributable to such acceleration. Contractor shall keep accurate records of such overtime hours and other premium or acceleration costs and expenses resulting from such acceleration. This section shall have no application to overtime or accelerated work which Contractor is required to perform because of its failure to meet the Project Schedule or, without limitation, because of any other fault of Contractor.

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§ 9.8.1 Substantial Completion is the stage in the progress of the Work when (a) the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, (b) the Owner receives all occupancy and other necessary permits related to its use of the Project, and (c) the Owner has approved and accepted the entire Work, subject to completion of Punch List Items (as defined herein).

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final ~~payment.~~ payment ("Punch List Items"). Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

...

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. ~~the Claims resolution process of Article 15.~~

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and (if requested by Owner) Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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§ 9.10.2 ~~Neither final payment nor any remaining retained percentage~~ Owner shall be entitled to withhold ten percent (10%) of the total Contract Sum ("10% Retention Amount") as reflected on each Application for Payment consistent with the Schedule of Values. Neither final payment nor the 10% Retention Amount shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, and (7) if so requested by Owner, as-built drawings and plans for the Work (in hard copy and electronic format specified by Owner) certified by Contractor and all applicable Subcontractors to be complete and accurate, and all inspection certificates, operation and warranty manuals and other close-out documentation relating to the Work, (8) a written statement that all Punch List Items have been completed, which has been confirmed by Architect and Owner and approved by Owner, and (9) Owner has received and approved Contractor's final billing for the Work and the Project. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor ~~may~~ shall furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest,

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or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

...

.5 Contractor's indemnity obligations and warranties in the Contract Documents, and all other obligations that survive completion of the Work.

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~~§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~

~~§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~

~~§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~

~~§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~

§ 11.1.1 Insurance to be Carried by Contractor. Contractor shall procure and maintain, during the term of the Contract, the following insurance on an occurrence basis with companies admitted or licensed, as applicable to issue insurance policies and provide insurance coverage in the state where services are to be performed:

.1 Worker's Compensation Insurance in accordance with the applicable laws of California with a limit of not less than \$1,000,000.00 per occurrence. In case any Work is subcontracted, the Contractor shall require all Subcontractors to similarly provide statutory worker's compensation for the latter's employees unless such employees are covered by the coverage afforded by the Contractor. No alternative form of coverage will be accepted under any condition and Occupational Accident and Excess Employer Indemnity Policies are not acceptable. All such Contractor and Subcontractor policies shall contain waivers of subrogation in favor of Owner. Additionally, Contractor will maintain during the performance of the Contract Employer's Liability Coverage as follows:

\$1,000,000 Bodily Injury by Accident - Each Accident;

\$1,000,000 Bodily Injury by Disease - Each Employee;

\$1,000,000 Bodily Injury by Disease - Policy Limit;

.2 Commercial General Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, \$2,000,000.00 general aggregate, including the following coverages:

A. Premises and Operations;

B. Completed Operations for ten (10) years after completion of the Work;

C. Broad Form General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but

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not limited to, the contractual obligations assumed by Contractor in Subparagraph 11.1.1.3), Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverage (including Completed Operations);

D. Independent Contractors, and

E. Per Project Aggregate.

.3 Comprehensive Automobile Liability Insurance, covering owned, non-owned and hired motor vehicles utilized in the performance of this Contract with a combined single limit of not less than \$1,000,000.00 per occurrence; and

.4 Tool and Equipment Insurance for tools and equipment, including rentals used in performance of services.

.5 Professional Liability Insurance - providing coverage for errors and omissions on a "claims made" basis in any engineering, designing, architectural and design-build aspects of the Work performed by the Contractor or its Subcontractors, Sub-subcontractors, Architects and Consultants. Contractor may satisfy this requirement by requiring its design-build subcontractors to procure and maintain this insurance.

Limits of Liability shall not be less than: \$2,000,000 per occurrence and in the annual aggregate.

All insurance policies described in Sections 11.1.1.1, 11.1.1.2, 11.1.1.3, 11.1.1.4 and 11.1.1.5 shall be primary and noncontributing to the insurance of the Owner and shall include a blanket waiver of subrogation.

.6 Contractor shall obtain Umbrella (Excess) Liability Insurance providing coverages in excess of the same coverages described in Sections 11.1.1.1 (Employer's Liability), 11.1.1.2 (CGL) and 11.1.1.3 (Auto) with a combined single limit of \$3,000,000.

§ 11.1.2 Subcontractor Insurance Requirements. Subcontractors shall provide insurance with the coverage and limits identified on the Subcontractor Insurance Addendum attached as Attachment "A" to the Agreement. Contractor will maintain certificates of Insurance from all Subcontractors enumerating among other things waivers in favor of and Additional Insured status of Owner, Owner's Landlord (if any), and Owner's lender (only if required by such lender), and make them available to the Owner upon request.

§ 11.1.3 "Claims-Made" Liability Policies. All of Contractor's liability policies shall be written on an occurrence basis. However, if occurrence policies are not commercially available for the required coverages, then liability policies may be written on a "claims-made" basis, and any such policy must indicate a retroactive coverage date which precedes the date of the Contract and must provide an extended discovery clause of at least three (3) years beyond the term of this Contract. The extended option must be purchased if the insurance is not renewed. The limits under the claims-made policy and discovery clause must be reinstated annually.

§ 11.1.4 Insurer Requirements, Rating and Forms. Contractor's insurance coverages must be written under standard forms (if authorized or required in the jurisdiction where the Project is located) and forms of policies must be acceptable to Owner, and other than the insurers providing the Worker's Compensation Insurance, rated no less than A-/Class VII as shown in the most current issue of A.M. Best's Key Rating Guide. Waivers of Subrogation will be provided in favor of Owner on General, Auto, Worker's Compensation/Employers, and other liability policies obtained and maintained by Contractor and Subcontractors.

§ 11.1.5 Certificate of Insurance, Additional insureds. Contractor and Subcontractors agree to furnish Owner with certificates of all policies of insurance, and such certificates shall stipulate that coverages will not be canceled or substantially changed prior to final acceptance of the Owner. Owner, Owner's Landlord (the Archdiocese of San Francisco Parish and School Juridic Persons Real Property Support Corporation), and Owner's lender (only if required by such lender) shall be added by endorsement as additional insureds on the General, Auto, and all other liability policies carried and maintained by Contractor and Subcontractors except Worker's Compensation/Employer's Liability (using ISO form CG 2010 1185 or its equivalent for both ongoing operations and completed operations) and all such policies must be endorsed to be primary to any liability insurance policies carried by Owner with respect to Contractor's or any Subcontractor's operations hereunder. New certificate(s) of insurance must be provided to Owner prior to the current certificate(s) coverage termination date if prior to completion of the Work. Such certificates shall indicate: (i) Owner as Certificate Holder with correct mailing address; (ii) insured's name which must match the Agreement or subcontract (as applicable); (iii) Company affording coverage, policy number, policy date, all coverage limits on signature of authorized representative of insurance company; (iv) Producer of certificate with correct address and phone listed; (v) Certificate Holder has been named as an Additional Insured with respect to the General, Auto, and all other liability policies carried and maintained by Contractor and/or Subcontractor as described herein excepting Worker's Compensation/Employer's Liability; (vi) waivers of subrogation in favor of Certificate Holder on General, Auto and Worker's Compensation/Employer's Liability policy;

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and (vii) the General and Auto policies described are primary in respect to the Additional Insured. If the insurer elects to cancel, non-renew or reduce coverage for any reason, Contractor will provide Owner with thirty (30) days written notice of such cancellation, non-renewal or reduction (ten (10) days written notice if the cancellation is for non-payment of premium).

§ 11.1.6 Compliance with Insurance Provisions. Contractors and Subcontractors shall not commence work and/or service under this Contract until all insurance required has been obtained and all required certificates have been furnished to Owner. Contractor shall not be deemed to be relieved of any responsibility by the fact that it carries insurance. Should at any time Contractor or any Subcontractor neglect or refuse to provide insurance requirements herein, or should such insurance be canceled or changed substantially, or should the full occurrence limit of any policy not be available to satisfy requirements of this Contract the Owner shall have the right to cancel this Contract. Contractor and all Subcontractors will fully perform all obligations and fulfill all requirements under all of the foregoing policies in order to ensure that such policies or coverages are not rendered invalid including, but not limited to, delivery notices of claims to any insurers when and in the manner required by such policies.

§ 11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend and hold harmless Owner, Owner's Landlord, Owner's lender, Architect and the shareholders, officers, directors, agents and employees of any of the above-mentioned parties from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligations provided in the Contract.

§ 11.1.8 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A.

§ 11.2.1 The Owner shall ~~purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents~~ maintain commercial property insurance, providing special form insurance coverage for the buildings, fixtures, equipment and all improvements constituting any part of the Property. Said special form insurance shall provide broad coverage concerning potential risks, including builder's risk, but shall exclude earthquake liability and shall provide limited coverage for flood risks. Coverage shall be sufficient to insure one hundred percent (100%) of the replacement cost of the Work. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. All insurance required under the Contract Documents is separate from and supplemental to the Owner's policy. The Owner will not obtain a wrap-up insurance policy or other consolidated insurance program for the Project.

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§ 12.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, so at Contractor's sole cost and expense, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

...

§ 12.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this ~~Section 12.2~~; Section 12.2 except as related to the corrective Work performed by Contractor.

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§ 13.5.1. If at any time there shall be evidence of any lien or claim for labor, materials, or other things furnished for the Work, for which, if established, Owner or the property might become liable and which is chargeable to Contractor, Contractor shall pay or obtain the release of the same without expense to Owner. Owner shall have the right, so long as any lien or claim remains unreleased, to retain an amount sufficient to pay such lien or claim, with interest and reasonable expenses incurred in connection therewith, out of any payment then due or thereafter to become due from Owner to Contractor, and to pay such portion thereof as the sums so withheld will pay. Should any such lien or claim remain unreleased or remain wholly or in part unpaid at a time when there are no other payments to become due Contractor under this Contract and all sums withheld have been applied upon

such liens or claims, Owner may pay the balance thereof with its own funds and Contractor shall reimburse Owner for all monies that Owner may pay in discharging or settling such liens or claims, together with reasonable expenses (including costs and attorney's fees) incurred by it in so doing. When all such liens and claims shall have been paid and satisfied by Contractor or bonded around, Owner shall then release to the Contractor such portion of the sum retained by Owner as was not used to reimburse Owner for any of its own monies which may have been used in discharging such liens, claims and expenses. Contractor shall not be responsible for any costs to remove liens if such lien is in place because of Owner's failure to pay Contractor undisputed amounts under this Contract.

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- .3 Because the ~~Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the~~ Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

...

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in ~~Section 14.3, Section 14.3~~ constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and reasonable costs incurred by reason of such termination.

...

- .4 otherwise is guilty of ~~substantial~~ breach of a provision of the Contract Documents.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; reasonable costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; reasonable overhead, prepayments, custom built items already paid for, and the termination fee, if any, set forth in the Agreement.

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§ 15.1.6.2 ~~If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.~~

As used in these Contract Documents, the term "Excusable Delay" shall refer to a delay (i) that affects the critical path of the construction schedule that is prevailing at the time of the incident that caused the delay; and (ii) that is caused either by the Owner or the Architect (except for scope changes authorized by Owner pursuant to Contract Change Order); (iii) by Inclement Weather (as defined in Section 15.1.6.3); by strikes, lockouts, or other labor or industrial disturbance; by civil disturbance, riot, blockade, embargo; by act of the public enemy (including war, terrorism, sabotage, blockade, embargo); by governmental delay; by lightning, earthquake, fire, hurricane, tornado, flood, washout, explosion or other Acts of God; by pending mediation or arbitration; by unforeseen conditions; or by any other causes that are outside of the control of Contractor and/or its Subcontractors, governmental preemption in connection with a National Emergency, disease (including without limitation, delays arising out the spread of COVID-19, such as, without limitation, delays in the responsiveness of, or the unavailability of, governmental authorities to grant permit applications or signoffs or to perform inspections, or the unavailability of required meetings or governmental agencies necessary to act to grant any Approvals) or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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- ~~.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~
- ~~.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.~~

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

~~§ 15.1.6.3 As used in these Contract Documents, the term "Inclement Weather" means any type of precipitation that registers .50 inches or greater per day, as documented by the records from the National Weather Station closest to the Project Site. Contractor agrees to use its best efforts to mitigate against the consequences of Inclement Weather.~~

~~§ 15.1.6.4 All claims for extension of time shall be made in writing to Owner as soon as reasonably practicable, and the circumstances and activities leading to such claim shall be indicated or referenced on Contractor's daily report for the day(s) affected. In making a claim for an extension of time as a result of a delay, Contractor shall provide the following specific information as a condition precedent to Contractor's right to seek a binding dispute resolution:~~

~~.1 Nature of the delay;~~

~~.2 Date (or anticipated date) of commencement of delay;~~

~~.3 Activities on the Project Schedule affected by the delay, and/or new activities necessitated by the delay, and their relationship with existing activities;~~

~~.4 Identification of person(s) or organization(s) or event(s) responsible for the delay;~~

~~.5 Anticipated extent of delay;~~

~~.6 Recommended action to avoid or minimize the delay.~~

~~§ 15.1.6.5 Where there is delay the parties shall use their best effort to overcome or mitigate the effects of such delay. When the circumstances permit the Work to resume, written notice to that effect shall be given and performance of the Work shall promptly resume.~~

~~§ 15.1.7 [Reserved]
PAGE 41~~

~~§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, 9.10.4 and 9.10.5, shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~...~~

~~§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. arbitration hearing shall be conducted in the county where the Project Site is located before a single arbitrator having at least ten (10) years' experience with construction disputes. The parties may conduct discovery, and the arbitrator may make orders regarding such discovery, as permitted by California Code of Civil Procedure section 1283.05. The arbitrator shall apply California substantive law to the claims in dispute, and shall utilize the California JAMS procedure and rules with respect to the presentation, receipt and admissibility of evidence at the arbitration hearing. An award may be entered against a party who fails to appear at a duly-noticed hearing. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the arbitrator's decision is based. The decision of the arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction. The arbitrator shall not have the power to commit errors of law or legal reasoning or to award punitive damages, and the award may be vacated or corrected for any such error on a petition to vacate or correct the award brought under California Code of Civil Procedure section 1285, et seq. The ruling of the Superior Court in the county where the Project Site is located regarding such petition shall be final, and no further appeal may be filed by either party.~~

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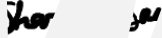
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The provisions of the Federal Arbitration Act (9 U.S.C. § 1 et seq.) do not apply to this Contract or to this agreement to arbitrate. The prevailing party in any action, arbitration or other proceeding shall be entitled to recover its reasonable attorney's fees and costs of suit from the other party.

Certification of Document's Authenticity

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I, Sharon Sagar, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 20:51:46 ET on 09/01/2020 under Order No. 2986933473 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Cr

(Title)

09 / 20 / 20

(Dated)



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IP: 73.92.11.159



COMPLETED

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FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE, dated as of the 22nd day of September 2020, between THE ARCHDIOCESE OF SAN FRANCISCO PARISH AND SCHOOL JURIDIC PERSONS REAL PROPERTY SUPPORT CORPORATION, a California nonprofit religious corporation, as Lessor, and ROSS VALLEY CHARTER SCHOOL, a 401(c)(3) public charter school authorized by the State of California, as Lessee;

WHEREAS, Lessor and Lessee entered into that certain Lease dated May 1, 2019; and

WHEREAS, Lessor and Lessee have agreed to make certain changes to the Lease as set forth below;

Section 11, Paragraph 2, "Maintenance and Repairs", shall be replaced in its entirety with the following language:

In the event Lessor's actual maintenance and repair costs (or a bona fide estimate of necessary maintenance and repair costs), as required herein, should exceed \$150,000 in any given year (measured from the calendar month of the Lease's commencement date), then Lessor may notify Lessee of the amount by which any such costs or bona fide estimate exceeds \$150,000, and Lessee may, at its option within twenty (20) days of such notice, agree to contribute the amount of such excess costs to Lessor or to the contractor or other entity chosen by Lessor to undertake such work when said costs become due and payable, to be applied to such repairs. In the event that Lessee chooses not to, or fails to pay such excess costs to Lessor or to the contractor or other entity chosen by Lessor, then Lessor may, at its option, terminate this Lease upon sixty (60) days written notice to Lessee.


NOW THEREFORE, said Lease is hereby amended subject to the same terms and conditions as contained in the May 1, 2019 Lease, except for the following:

All other terms and conditions of said Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease in duplicate, as of the date first above written.

THE ARCHDIOCESE OF SAN FRANCISCO
PARISH AND SCHOOL JURIDIC PERSONS
REAL PROPERTY SUPPORT CORPORATION

ROSS VALLEY CHARTER SCHOOL

By  09 / 23 / 2020

By  09 / 23 / 2020

Its Executive Dir

Lessor

Its Director

Lessee



TITLE	Lease Amendment
FILE NAME	RVC First Amendment to Lease.pdf
DOCUMENT ID	55e0d7a329b12702c918b52a13baf18e16da8666
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
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09 / 23 / 2020
19:32:31 UTC

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SIGNED

09 / 23 / 2020
19:35:54 UTC

Signed by John Christian (christianj@adsfrpsc.org)
IP: 50.76.60.49



COMPLETED

09 / 23 / 2020
19:35:54 UTC

The document has been completed.

PROFESSIONAL SERVICES AGREEMENT

by and between

ROSS VALLEY CHARTER SCHOOL

and

PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.

dated as of January 10, 2019

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “**Agreement**”) is dated as of January 10, 2019 (“**Effective Date**”) by and between ROSS VALLEY CHARTER SCHOOL, a California non-profit public benefit corporation (“**Client**”), and PACIFIC CHARTER SCHOOL DEVELOPMENT, INC., a California non-profit public benefit corporation (“**PCSD**”), for professional services in connection with the project described on **Exhibit A** (the “**Project**”). Client and PCSD are herein referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

Client desires to retain PCSD to provide Services (as defined herein) in support of the Project and PCSD is willing to provide such Services according to the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledges, the Parties hereby agree as follows:

1. PCSD’S ENGAGEMENT AND SERVICES.

1.1 **Services.** PCSD agrees to provide to Client professional services described in **Exhibit B** and elsewhere in this Agreement (collectively, the “**Services**”). PCSD shall provide commercially reasonable organization and management to perform such Services in an expeditious and economical manner consistent with the interests of Client.

1.2 **Term.** The “Term” of PCSD’s engagement shall be deemed to have commenced as of the Effective Date and shall continue, subject to earlier termination or extension as provided below, until the earlier of (i) completion of the Project and (ii) one year from the Effective Date (the “Termination Date”). The Parties agree to negotiate in good faith an extension of the Term if the Project has not been completed by the Termination Date.

1.3 **Changes to Services.** Client may not make any changes to the Services, including additions, deletions, or revisions to its scope nor extend or shorten its duration, without PCSD’s prior written consent, except for a termination for cause or convenience as provided below. The Parties agree to negotiate in good faith an equitable adjustment to the professional services fee if there is a change in school type, change in program or change in the number of students by more than ten percent (10%), which results in a material increase in the scope or duration of Services.

1.4 Termination for Cause or Convenience.

(a) **Termination for Cause.** Either Party may immediately terminate this Agreement for cause if:

- (i) the other Party (the “**Breaching Party**”) commits a breach of any part of this Agreement and does not cure such breach within ten (10) calendar days following receipt of the other Party’s (the “**Non-Breaching Party**”) written notice to the Breaching Party, in accordance with Section 7.1, of such breach demanding such cure. If such breach is curable but not within such initial ten (10) calendar day period, then the Non-Breaching Party

shall grant the Breaching Party additional time to cure, provided that the Breaching Party provides within such ten (10) calendar day period a written cure plan that is reasonably acceptable to the Non-Breaching Party, and then diligently commences and continues such cure according to the approved written plan. However, if at any time following the allotted ten (10) calendar day cure period it is reasonably determined by the Non-Breaching Party in its sole discretion that the Breaching Party is either not diligently working to resolve such breach or after a period of time it is reasonably apparent that it is unlikely to cure such breach within the amount of time previously set forth in the written cure plan, then upon notice to the Breaching Party and the earlier of an additional ten (10) calendar days or the end of the previously agreed upon amount of time set forth in the written cure plan, the Non-breaching Party may immediately terminate this Agreement for Cause.

(b) **Termination for Convenience.**

i. **By Client.** Client may terminate this Agreement at any time, without cause, by giving PCSD not less than thirty (30) calendar day's prior written notice of its election to terminate this Agreement. Unless a later date is specified in a termination notice given by Client pursuant to this Section 1.4(b)(i) the termination shall be effective thirty (30) calendar days following the date the termination notice is received by PCSD.

ii. **By PCSD.** PCSD may terminate this Agreement at any time, without cause, by giving Client not less than forty-five (45) calendar day's prior written notice of its election to terminate this Agreement. Unless a later date is specified in a termination notice given by PCSD-pursuant to this Section 1.4(b)(ii) the termination shall be effective forty-five (45) calendar days following the date the termination notice is received by Client.

iii. **Insolvency, etc.** In the event that either Party is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment for the benefit of creditors ("Act of Bankruptcy"), the other Party may terminate this Agreement upon written notice to the Party to whom the Act of Bankruptcy occurred.

(c) **Effect of Termination.**

i. **Return of Materials.** In the event of any termination, PCSD shall deliver to Client a copy of all materials, or originals if legally required, relating to the Project received by PCSD from Client or received from third parties.

ii. **Payment of Fees.** Upon any termination of this Agreement, unless otherwise agreed to by the Parties in writing, PCSD shall discontinue the provision of any Services on the date the termination is effective. Upon termination, Client shall assume and become liable for all obligations, commitments, and unsettled claims that PCSD had previously undertaken or incurred in good faith on behalf of and with the consent of Client in connection with the Project and in accordance with the terms of this Agreement. Client further acknowledges and agrees to take all further actions required to effectuate such assumption of liability at Client's sole expense, unless this Agreement is terminated for Cause by Client in accordance with Section 1.4(a)(i).

1.5. **No Fiduciary Responsibility.** The duties and obligations of PCSD hereunder shall be determined solely by the express provisions of this Agreement, and PCSD is not acting as a fiduciary for

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Client. PCSD shall not be liable to Client except as set forth in this Agreement and, consequently, no implied covenants or obligations or fiduciary duties shall be read into this Agreement against PCSD.

2. PCSD AND CLIENT'S RESPONSIBILITIES.

2.1 PCSD Responsibility. PCSD shall perform the Services in a timely and professional manner, utilizing best practices consistent with the time constraints set forth in this Agreement. PCSD shall, subject to Section 1.3, accede to Client's decisions in all such matters relating to the Services being provided so long as such decisions do not interfere with PCSD's obligations or rights under this Agreement. PCSD shall be entitled to rely upon the accuracy and completeness of information, surveys, and reports provided by Client and parties acting by, through or on behalf of Client. PCSD's initial representative for the Services provided is Anna Olsen. Such representative may be changed from time to time by PCSD for any reason following written notice to Client.

2.2 Client Responsibility.

(a) Client shall cooperate fully with PCSD's efforts and requests in completing the tasks to be undertaken by PCSD under this Agreement; provided that, in accordance with Section 2.1, PCSD shall accede to Client's decisions in all such matters relating to the Services being provided herein.

(b) Client shall be responsible for approving and paying all invoices for the Project in a timely manner and before such invoices become past due, including those submitted to Client by PCSD that are received by PCSD from third parties and which PCSD has reviewed for accuracy. PCSD shall endeavor to review invoices from third parties and provide the same with PCSD's comments to Client no later than fifteen (15) days prior to the due date of such invoices.

(c) Client shall: (i) provide to PCSD full information regarding the Project; and (ii) designate a representative who shall be fully acquainted with the Project and have authority to approve matters requiring Client's approval and to render decisions promptly. Client's initial representative for the Project is Conn Hickey. Such representative may be changed from time to time by Client for any reason following written notice to PCSD.

3. PROJECT SERVICES FEE.

3.1 Subject to adjustment as set forth in Section 1.3, PCSD's shall not charge any project services fee for its performance of the Services.

4. INDEPENDENT CONTRACTOR.

4.1 Status. Client and PCSD are independent contractors. No representations or assertions shall be made or actions taken by either Party that would create any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Except as may be expressly agreed upon in this Agreement or on a Schedule, neither Party has any authority or power to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any third person or entity.

4.2 Employees. Each Party will exercise day-to-day control over and supervision of their respective employees, including but not limited to hiring, evaluation, promotion, demotion, compensation, employee benefits, fringe benefits, discipline and discharge. All work assignments, instruction, scheduling, staffing and direction of Client's employees shall be the exclusive province of Client. Each Party is responsible for obtaining and maintaining worker's compensation coverage and unemployment insurance

for its employees. PCSD further assumes full responsibility for compliance with any and all applicable worker's compensation insurance or similar laws pertaining to PCSD's employees for services rendered and compensation paid under this Agreement.

4.3 **Compliance.** Subject to the continued existence and maintenance of Client's tax-exempt status, PCSD assumes full responsibility for the payment of all taxes pertaining to services rendered and compensation paid under this Agreement. Any tax liabilities that may result from the loss of Client's tax-exempt status shall be borne, in full, by Client.

5. **INSURANCE AND INDEMNITY.**

5.1 **Client and PCSD Liability Insurance.** Client and PCSD shall maintain insurance policies in accordance with **Exhibit C**.

5.2 **Indemnity by Client.** To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless (through legal counsel acceptable to PCSD) PCSD and its employees, agents and representatives from and against any and all claims, causes of actions, costs, demands, damages, losses, liabilities, obligations, costs and expenses, including attorneys' fees and costs of litigation (collectively, "**Losses and Liabilities**"), arising out of or in connection with claims asserted by third parties (including without limitation any governmental agency, homeowners association, or similar organization) relating to the Property or Project, or any willful misconduct or gross negligence of Client, but excepting from each instance any Losses and Liabilities that are found by a court or forum of competent jurisdiction to have been caused by the sole gross negligence or willful misconduct of PCSD. This indemnity specifically includes acts taken by PCSD in connection with the Project (as defined in Exhibit A) prior to the execution of this Agreement. These duties extend to claims occurring after this contract is terminated as well as while it is in force.

5.3 **Indemnity by PCSD.** PCSD shall indemnify, defend and hold harmless Client and its employees, agents and representatives from and against any and all third-party Losses and Liabilities arising out of or in connection with any willful misconduct or gross negligence of PCSD, but excepting therefrom any Losses and Liabilities that are found by a court or forum of competent jurisdiction to have been caused by the sole gross negligence or willful misconduct of Client. These duties extend to claims occurring after this contract is terminated as well as while it is in force.

5.4 **Duty to Defend.** The duty to defend is separate and independent of a Party's indemnity obligations, and is triggered by the assertion of any Losses and Liabilities within the scope of the indemnity obligations above, and shall apply prior to and regardless of whether or not the issue of that Party's indemnity obligation, negligence, breach of contract or other fault or obligation has been determined.

5.5 **Consequential Damages.** In no event shall either Party be liable for the other's indirect, special, incidental, punitive or consequential damages suffered or incurred by or on behalf of the other Party in connection with, arising out of, or in any way connected to the Project, this Agreement or any Service or transaction contemplated herein.

5.6 **Damages Cap.** Except for Losses and Liabilities arising out any willful misconduct or gross negligence by the other Party, in no event shall either Party's liability arising in any way out of this Agreement exceed Fifty Thousand Dollars (\$50,000).

Ross Valley Charter Appendices and
Supporting Documents

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6. **DISPUTE RESOLUTION.**

6.1 **Meet and Confer.** In the event of a dispute, the parties shall meet and confer in good faith in an effort to resolve such dispute. If the parties are unable to informally resolve the dispute, then the dispute shall be handled in the manner described in this section. PCSD shall continue providing Services throughout the course of any dispute, and Owner shall continue to make payments to PCSD unless the dispute involves Owner's obligation to make particular payments. A condition precedent to either Party making any claim, and/or availing itself of the dispute resolution procedures set forth herein, the claiming Party shall first present a written claim setting forth that Party's position, which must include the following: (i) a narrative of pertinent events; (ii) citation to contract provisions; (iii) theory of entitlement; (iv) complete pricing of all cost impacts; and (v) a complete analysis of all time delays showing impact to critical path activities. The claim shall be submitted within twenty (20) calendar days of the commencement of the events giving rise to the dispute, and shall be priced like Change Orders according to the requirements of this Agreement, and updated monthly if a continuing claim. Any dispute remaining after such meeting shall proceed to litigation as specified herein.

6.2 **Litigation.** Unless the Parties agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

6.3 **Attorney's Fees.** If any Party brings a lawsuit of dispute resolution proceeding to enforce the terms hereof, or declare rights hereunder, the Prevailing Party (as hereinafter defined) in any such lawsuit or proceeding shall be entitled to reimbursement by the other Party of reasonable attorney fees and disbursements. The term "Prevailing Party" shall include, without litigation, a party who substantially obtains or defeats the relief sought, whether by compromise, settlement, judgment, or abandonment by the other Party of its claim or defense. The attorney's fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred. With respect to the foregoing, and any other provision in this contract providing for payment or indemnification of attorney's fees, such fees shall be reasonable and shall be deemed to include reasonable fees incurred through any applicable appeal process.

6.4 **California Law; Venue.** Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all mediation, arbitration or litigation arising from or relating to this Agreement shall be the county where the Project is located.

6.5 **Consequential Damages.** In no event shall either Party be liable for the other's indirect, special or consequential damages suffered or incurred by or on behalf of the other Party in connection with, arising out of, or in any way connected to the Project, this Agreement or any Service or transaction contemplated herein.

7. **GENERAL PROVISIONS.**

7.1 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered, (ii) one (1) business day after delivery by overnight courier or facsimile (provided that the sender retains a printed confirmation of delivery to the facsimile number provided below), or (iii) three (3) business days after mailing if mailed by first class mail certified or registered, postage prepaid, return receipt requested, to the Parties at their addresses set forth below, or such other address designated from time to time in writing by such Party to the other Party.

PCSD: Pacific Charter School Development, Inc.
600 Wilshire, Suite 200
Los Angeles, CA 90017
Fax: (213) 542-4701
Attention: John Sun, CEO

Client: Ross Valley Charter
102 Marinda Drive
Fairfax, CA 94930
Tel: (415) 250-5879
Attn: Conn Hickey, Accountant

7.2 **Amendment and Waiver.** This Agreement may be amended only by a written document signed by all Parties to this Agreement. Waiver of any provision of this Agreement shall not be deemed or constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.

7.3 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, beneficiaries, legal representatives, successors and assigns. This Agreement may only be assigned with the prior written approval of the other Party.

7.4 **Governing Law and Severability.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to any conflicts of law provisions. If any provision of this Agreement is invalid or unenforceable, and if the deletion of such provision would not adversely affect the receipt of any material benefit of the bargain by either Party hereto, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

7.5 **Counterparts.** This Agreement may be executed in any number of counterparts, and each set of duly delivered identical counterparts, which includes all signatories, shall be deemed to be an original instrument.

7.6 **Construction.** This Agreement has been negotiated at arm's length and each Party has been represented by legal counsel. Accordingly, any rule of law (including without limitation California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party drafting it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the intent of the Parties and the purpose of this Agreement.

7.7 **Further Assurances.** The Parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

7.8 **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations, and commitments between PCSD, Client, and their respective predecessors.

7.9 **Survival.** The provisions of this Agreement shall survive its termination and the completion of the Services.

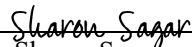
Ross Valley Charter Appendices and
Supporting Documents

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IN WITNESS WHEREOF, the Parties have executed this Professional Services Agreement as of the date first set forth above.

ROSS VALLEY CHARTER SCHOOL

**PACIFIC CHARTER SCHOOL
DEVELOPMENT, INC.**

DocuSigned by:
By:  _____
Name: Sharon Sagar
Title: Board Chair


DocuSigned by:
By:  _____
Name: John Sun
Title: Chief Executive Officer

EXHIBIT A

PROJECT DESCRIPTION

Client currently operates a public charter school on the property commonly known as 102 Marinda Drive, Fairfax, CA 94930 (the "**Property**"). The Property is owned by the Archdiocese of San Francisco Parish and School Juridic Persons Peal Property Support Corporation (the "**Owner**"). Owner and Client entered into a five (5) year lease of the Property on May 1, 2019 for the school's use. Pursuant to a notice to Client from the Town of Fairfax (the "**Town**") dated as of June 5, 2019, such use was confirmed as being permitted and in accordance with the Town's current zoning ordinances. Following a site inspection by California Department of Education ("**CDE**"), the Client's authorizer, and pursuant to its Letter of Authorization to Relocate and Operate Ross Valley Charter School dated as of May 17, 2019, certain conditions related to compliance with the Americans with Disabilities Act (the "**ADA**") were identified for the Client to address for the Client's continued occupancy of the Property.

In response to the CDE's letter, Client responded in writing on August 9, 2019 with a Facilities Improvement Plan ("**FIP**") intended to satisfy each of CDE's approval conditions; and on October 18, 2019, CDE conditionally approved Client's proposed improvements as satisfactory remedies to the original conditions if completed by August 19, 2020.

Client provided its FIP to PCSD and seeks PCSD's assistance with i) assessing the financial feasibility of Client performing or causing to be performed each of the proposed improvements stated in the FIP; and ii) securing a licensed architect to determine which other improvements, if any, should be made to the Property in order for it to be fully compliant with all applicable ADA requirements.

EXHIBIT B

SERVICES

PCSD shall perform each of the following services:

1. Work with Client to confirm that in accordance with Town laws, regulations and ordinances it has the legal right to occupy the Property.
2. Assist Client in the selection of an architect that will provide initial design services and construction cost estimation for the construction of the improvements set forth in the FIP.
3. Work with Client, architect, CDE and Town to determine if there is a scope of work that implements the items in the CIP within Client's Project budget that would result in the approval by the Town. It is understood that if the CIP needs to change for any reason, that RVC will work with the CDE to get approval of such changes to the CIP.
4. Manage Project-related communications and requests between CDE, Town, architect and Client.

[END OF SCOPE OF SERVICES]

EXHIBIT C

INSURANCE

PCSD Insurance Coverage

1. PCSD shall, at its sole cost and expense, procure and maintain, for the duration of this Agreement, the following insurance coverages:
 - a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, and cross liability protection.
 - b. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness and \$1,000,000 in aggregate.
 - c. Professional liability insurance coverage of at least \$2,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.

Client Insurance Coverage

1. Client shall, at its sole cost and expense, procure and maintain, for the duration of this Agreement, the following insurance coverages:
 - a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, and cross liability protection.
 - b. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness and \$1,000,000 in aggregate..
 - c. Property insurance insuring against and covering (i) the building and all other improvements in, on, or to the Property (including, but not limited to, fixtures and improvements that may be made by or on behalf of Client), and (ii) trade fixtures, merchandise, and other personal property from time to time in, on, or upon the Property. Such policies shall include coverage in an amount not less than one hundred percent (100%) of the actual replacement cost of the insured property from time to time during the term of this Agreement.

Miscellaneous

1. Each Party shall furnish to satisfactory proof of each of the above insurance policies, as applicable, within thirty (30) days following the execution of this Agreement, and at least thirty (30) days prior

to expiration of any insurance required herein shall furnish to the other Party renewal documentation. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf.

2. The insurance required herein must be placed with carriers admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VII or greater as reported by A.M. Best Company or equivalent.
3. If either Party fails to maintain any required insurance, the other Party shall have the right, but not the obligation, to take out such insurance, and, if PCSD, add the amount of the premium to any sums owed to PCSD under this Agreement or, if Client, deduct and retain the amount of the premium from any sums payable to PCSD.
4. The insurance procured and maintained by each Party in accordance with this Agreement shall not be construed or operate to in any way limit such insured Party's indemnification obligations under this Agreement.

RD ARCHITECTURE

27 Creek Rd. Fairfax CA 94930 (415) 342-3474

February 4, 2020

Revised: June 18, 2020

Sharon Sagar

Board Chair
Ross Valley Charter
102 Marinda Drive
Fairfax, CA 94930

Re: Ross Valley Charter ADA Improvements / Secondary Services

Dear Sharon:

I appreciate the opportunity to assist your team in preparing the building permit documents required for your proposed ADA improvements including; accessible site parking, path of travel, classroom/office entries, and accessible office bathroom upgrade at 102 Marinda Drive, Fairfax, CA 94930.

Initial Scope of Services

RD Architecture shall provide Architectural Services to prepare a building permit set based on our recent field meeting and program review. Cadd plans for the proposed ADA design requirements shall be provided for the following areas; Site parking and accessible path of travel (assumes topo survey to be provided), K-1 entry, Classroom 2-3 entry, Art room entry, Music room entry, Intervention room entry, Office entry, and Office Bathroom ADA upgrade. **See Appendix A attached to the proposal for additional detail on the proposed areas of improvements.**

Architectural Services:

- Due diligence with Town of Fairfax /Ross Valley Fire Department.
- Coordination with RVC to confirm proposed layouts and requirements.
- Building code analysis and code check review of new 2019 CBC.
- Site analysis to evaluate ADA requirements for parking and path of travel access.
- Prepare partial As Builts of areas requiring improvements noted above.
- Prepare basic building permit set for submittal in order to achieve necessary approvals.
- Note: Response to Permit Comments tbd.

**RVC ADA Improvements
Building Permit Set**
February 1, 2020

Secondary Scope of Services

RD Architecture shall provide Architectural and Construction Administration Services to; Respond to comments from the Town of Fairfax Building Department and the Ross Valley Fire Department; Prepare Plan revisions due to scope change based on Toff and RVFD comments and RVC scope changes; Coordinate selection of consultants, General Contractor, and subcontractors as required; Update architectural site plan to include information not required on the survey; and Preconstruction meetings with Contractors, respond to questions, estimate reviews, and construction observation during construction.

Initial Architectural Services Fee Proposal

Architectural fees for the services to be performed as defined and scope of services as proposed herein compensation shall be on a time and materials basis with an agreed not to exceed cost estimated to be between **\$11,750 - \$14,800** unless authorized through written consent from Ross Valley Charter. Fees shall include costs associated with meeting and coordinating with RVC representative, Town of Fairfax Planning and Building Departments and Ross Valley Fire Department, as applicable. Planning reviews, building permit, variances, special inspection costs shall be paid by Ross Valley Charter or provided by RD Architecture as an additional service.

A retainer of \$1,000.00 will be due within five business days upon acceptance of this agreement. This retainer will be applied against final invoice for Architectural Services. Invoices for fees, reimbursable expenses and consultants, if applicable, will be billed at the completion of each design phase. Additional Scope of Services, if required, will be provided on a time and materials basis (Time and Materials cost will be billed at a rate of \$150.00 per hour for design services and at a rate of \$95.00 per hour for drafting services) with an agreed “not to exceed maximum” unless authorized through written consent.

Secondary Architectural Services Fee Proposal

Architectural fees for secondary services to be performed as defined and scope of services as proposed herein compensation shall be on a time and materials basis with an agreed not to exceed cost estimated to be between **\$9,000 - \$10,000** unless authorized through written consent from Ross Valley Charter. Please note that RDA Invoice, RDA-1 RVC ADA Improvements dated June 6, 2020 includes \$1,950 for plan revisions due to meetings with Toff, RVFD and RVC.

Expenses and Reimbursable Expenses:

Reimbursable expenses are an addition to fees for services as outlined above and will be invoiced if applicable. RVC shall reimburse for the following expenses that are directly attributable to work performed under this agreement. Reimbursable expenses will be invoiced at 1.20 times actual cost. An estimated budget of \$500 - \$650 includes the following: **Secondary Services printing will be required during construction. An estimated budget of \$250 - \$400 shall include the following as well:**

**RVC ADA Improvements
Building Permit Set**
February 1, 2020

- ❑ Postage and courier services.
- ❑ Printing and reproduction including CADD plotting.

Assumptions:

- ❑ Proposal is based on execution of an agreement between Ross Valley Charter and RD Architecture.
- ❑ RVC shall provide, if required, topographic site survey, to use in development of the proposed ADA improvements and preparation of building permit submittal documents.
- ❑ RVC will retain surveyor and/or civil engineer consultants if required.
- ❑ RDA if requested, can contract directly with consultants as required as an additional service.

I look forward to working with your [team to continue with Architectural and Construction Administrative Services](#) for the proposed ADA Improvements at Ross Valley Charter School. Agreement to move forward will require your signature below. Please call me directly at my office (415) 342-3474 if you have questions.

Respectfully,

Richard T. Dowd

Richard T. Dowd, AIA
RD Architecture

Signed & Dated;

Sharon Sagar for Ross Valley Charter

Date

RVC ADA Improvements
Building Permit Set
February 1, 2020

RDA

LEASE
(Entire Building)

LEASE, dated as of the 1st day of May 2019, between THE ARCHDIOCESE OF SAN FRANCISCO PARISH AND SCHOOL JURIDIC PERSONS REAL PROPERTY SUPPORT CORPORATION, a California nonprofit religious corporation, as Lessor, and ROSS VALLEY CHARTER SCHOOL, a 401(c)(3) public charter school authorized by the State of California, as Lessee,

WITNESSETH

That Lessor leases to Lessee, and Lessee leases from Lessor, the real property located at 102 Marinda Drive, Fairfax, CA 94930, more commonly known as "St. Rita School"; including the improvements thereon and appurtenances thereto (the "Premises"), together with a license for shared use of the old Church building and Parking Lot (St. Rita's parish shall have priority use of the shared space at all times, and the obligations set forth in Sections 15 and 16 shall apply to Lessee's use of these shared spaces). Specifically excluded from the Lease are the current Theater and Art Rooms which are the subject of a separate Lease by and between the Lessor and Kinderblast Preschool, executed concurrently herewith. In addition to the foregoing real property Premises, this Lease covers any equipment and other personal property of Lessor located in the Premises unless specifically excluded, subject, however to any matters of record and the provisions herein, to which the parties agree:

1. Term: The term shall be Five (5) Years commencing on the 15th day of June 2019 and ending on the 14th day of June 2024. Lessee shall have One (1) Four-Year Option to extend the lease term set forth herein, by providing Lessor with not less than 180 days advance written notice.
2. Rent: Lessee shall pay Lessor as rent for the Premises the sum of \$15,180.00 per month, which shall be payable in advance monthly without deduction or offset, on the 1st day of each calendar month to St. Rita Church, 100 Marinda Drive, Fairfax, CA 94930, unless Lessor designates another payee. Rent payment shall commence on August 1, 2019. Rent is hereby waived for the period of June 15, 2019 to July 31, 2019 to assist Lessee with its transitional move-in costs.
- 2a. Adjustments to Rent: Effective with the commencement of Year 2 through the end of Year 5, the monthly rent payable, as set forth in this Lease, shall be adjusted in accordance with the percentage increase, if any, in the "Consumer Price Index for All Urban Consumers for San Francisco-Oakland-Hayward" (Base: 1982-1984=100), as published by the United States Department of Labor, Bureau of Labor Statistics ("Index"). The monthly rent payable on each anniversary date shall be the product of the monthly rent in effect on the last day preceding such anniversary date and the fraction described herein. The denominator of such fraction shall be the Index in effect one (1) month prior to the first day of the initial term of the Lease or on the last adjustment date, as the case may be. The

numerator of such fraction shall be the Index in effect on the last day preceding each adjustment date. The monthly rent shall be increased and paid thereafter in accordance with the percentage increase, if any, between such Indices. In no event, however, shall the monthly rent calculated as aforesaid be less than the monthly rent in effect for the immediately preceding year of the term of the Lease, and the fraction, when expressed as a percent, shall not be greater than 5% on an annualized basis.

The monthly rent during the Option term shall be calculated on the same basis.

Should said Bureau discontinue the publication of the above Index, or the compilation of the Index be materially altered, or publish the same less frequently, or vary the method of calculation of same, or alter the same in some other manner, then Lessor shall adopt a substitute Index which is mostly nearly the same or substitute procedure which reasonably reflects and monitors consumer prices, and shall be used to make such calculation. If the Index is changed so that the base year differs from that in effect when the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or, if said Bureau shall not publish the same, then with the use of such conversion factor, formula or table as may be published by Prentice Hall, Inc. or by any other nationally recognized publisher of similar statistical information. In the event Lessor and Lessee cannot agree on such alternative Index, then the matter shall be submitted to the American Arbitration Association in accordance with the then rules of the said Association and a decision of the arbitrators as to the applicable Index shall be binding upon the parties. The cost of said arbitrator shall be paid equally by Lessor and Lessee.

3. Use: The Premises shall be used only for the following purposes: Ross Valley Charter School and its related offices, and all programs and activities normally associated with an elementary school, including summer programs and after school and before school programs.
4. Limitations on Use: The Premises shall not be used for any purpose, other than that specified above without Lessor's prior written consent. Further, Lessee shall not commit or permit any acts on the Premises nor use or permit the use of the Premises in any way that:
 - a) Will increase the existing rates for or cause cancellation of any fire, casualty, liability, or other insurance policy insuring the Premises;
 - b) Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Premises or the building and Lessee's specific use of the same;
 - c) Constitutes the commission of waste on the Premises or the commission or maintenance of a nuisance as defined by the laws of the State of California; or

racism, sexual discrimination, artificial birth control or sex outside marriage; nuclear/chemical warfare material research facility; anti-Catholic propaganda organization; pornography shops and adult bookstores; massage parlors and bath houses, or any use that would contravene the teachings of the Roman Catholic Church. Lessee represents that it is an independent, nonprofit organization that intends to use the Premises for uses related to elementary education. Lessor acknowledges that Lessee shall be solely responsible for determination of the curriculum and education of the students in a school operated on the Premises. Lessee shall, however, use good faith efforts to avoid use of the Premises for any events that would contravene the teachings of the Roman Catholic Church. Subject to the foregoing, nothing in this Lease is meant to influence, restrict, or prohibit the use of Lessee's existing school facilities for any purpose whatsoever. Notwithstanding any provisions of this Lease to the contrary, (i) in no event shall any failure to comply with this Section 4(d) constitute a non-curable default hereunder, and (ii) this Section 4(d) and the use restrictions herein shall be of no further force or effect upon any transfer of the Land or assignment of this Lease by Landlord to a Person that is not an Affiliate of the original, named Lessor.

5. Prior Entry: Lessee, with Lessor's written approval, may enter upon the Premises prior to the commencement of the term to prepare the same for occupancy; and Lessee shall hold Lessor harmless against any liens or liability occasioned thereby in the same manner as provided herein for Lessee's acts or omissions during such term.
6. Delivery of Possession: If Lessor is unable for any reason to deliver possession of the Premises at the commencement of the term, Lessor shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within thirty (30) days of the commencement of such term unless such time is changed by an additional provision under paragraph 22.
7. Conditions of Premises: Except as may be provided in paragraph 22 herein, Lessee accepts the Premises in an "AS IS" condition.
8. Alterations: No alterations, additions or improvements shall be made without Lessor's prior written consent except as may be authorized under paragraph 22 herein; and title to any and all alterations, additions or improvements when made shall vest immediately in Lessor. Lessee shall obtain, at its sole cost and expense, any additional permits and licenses that are necessary or required for Lessee's use of the Premises. Lessee's failure to obtain Lessor's prior written consent under this Paragraph 8 shall be grounds for termination of this Lease.
9. Taxes:
 - a) Ad Valorem Real Property Taxes: Lessee represents to Lessor that Lessee is an exempt 401(c)(3) organization. The parties acknowledge that the property is currently exempt from ad valorem property taxes. The parties shall cooperate fully in qualifying for, maintaining and applying all available tax exemptions on the property, and Lessee will not use the property for any purpose or in any manner that causes the imposition or

assessment of ad valorem property taxes. In the event that the property becomes ineligible for such exemption for any reason whatsoever, Lessee shall immediately pay any and all such taxes imposed or assessed.

- b) Special Assessments and Taxes: Lessee shall pay any valid assessments, levies or other taxes imposed or assessed against the property.
 - c) Personal Property Taxes: Lessee shall pay any and all taxes on equipment or other personal property which is used by or belongs to Lessee on the Premises.
10. Utilities and Services: Lessee shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, telephone service, janitorial, trash collection, and for all connection charges, except for any utilities and services which Lessor may expressly agree to furnish to the Premises in paragraph 22. Lessor understands that Lessee and Kinderblast School may enter into a separate agreement for the shared cost of utilities covering the entirety of St. Rita School. Notwithstanding the foregoing, and irrespective of any event of default by Kinderblast School under such separate agreement, Lessee herein shall be solely responsible for reimbursement of utilities expenses to Lessor.
11. Maintenance and Repairs: Except as otherwise provided herein, Lessor at its cost shall keep and maintain in good condition and repair: the exterior walls (excluding graffiti, glass and doors), roof and other structural parts of the building; the building's window frames, gutters and downspouts; the building's unexposed electrical, plumbing and sewage systems; and any heating, ventilating and air conditioning systems installed by Lessor in the building (except as any of these may relate to Lessee's specific use of the Premises, including but not limited to compliance with any applicable Americans with Disabilities Act access requirements, or any Asbestos or Retrofitting rules, laws, ordinances and regulations, in which case the responsibility and cost shall rest with Lessee per Section 4) subject, however, to the provisions of Section 18. If the building has an elevator system, Lessee shall be responsible at its sole cost and expense for maintaining and repairing the system. Lessee shall also keep and maintain the Premises in good condition and repair and in accordance with housekeeping standards acceptable to Lessor or public health or insurance inspectors or any of them. If damage to the Premises (other than normal wear and tear) is caused by acts or omissions of Lessee, or its representatives or invitees, in or about the Premises, Lessee shall, at Lessor's election, either repair such damage at Lessee's expense or reimburse Lessor for the cost of making the repairs. Lessee waives any right to make repairs at Lessor's expense as may be provided by any law now or hereafter in effect.

In the event Lessor's actual maintenance and repair costs (or a bona fide estimate of necessary maintenance and repair costs), for the entirety of the St. Rita School Premises as required herein, should exceed \$150,000 in any given year (measured from the calendar month of the Lease's commencement date) then Lessor may, at its option, terminate this Lease upon sixty (60) days written notice to Lessee.

Lessee shall be responsible for the cost of any asbestos work on the Premises that may now or hereafter be required by any governmental agency. Any asbestos inspections and any asbestos work shall be performed by Lessor at Lessee's cost.

12. Surrender of Premises: Lessee, on the expiration or sooner termination of this Lease, shall surrender and leave the Premises in as good condition as the same were in at the commencement of the term of this Lease except for reasonable wear and tear and any damage resulting from causes beyond Lessee's control. At such time Lessee, if not in default, may remove its movable equipment and fixtures provided that Lessee shall repair any damage caused to the Premises by such removal.
13. Inspection: Lessee shall permit Lessor or Lessor's agents, representatives or employees to enter the Premises at all reasonable times for the purpose of inspecting the same and/or doing other lawful acts that may be necessary or desirable to protect Lessor's interest in the Premises.
14. Liens: Lessee shall promptly pay all costs for any work done by it on the Premises; and shall keep the Premises at all times free and clear of any mechanics or other liens arising out of any work performed, materials furnished or obligations incurred by Lessee.
15. Hold Harmless: Lessor shall not be liable to Lessee for any damage to Lessee or Lessee's property from any cause, and Lessee hereby releases and discharges Lessor from any and all claims against Lessor for damage to person or property arising for any reason in connection with the Premises, whether or not such damage to person or property is caused by the negligence (active or passive) of Lessor, excepting only damage resulting from the Lessor's willful misconduct.

Lessee shall indemnify, defend and hold Lessor free and harmless from any and all claims, liability, loss and responsibility of any kind or character in connection with the Premises, or use thereof, whether caused or alleged to have been caused by the negligence (active or passive) of Lessor, including without limitation injuries to or death of any person, or damage to or loss of property, arising out of, connected with or resulting from this Lease, or the use of the Premises by Lessee or others, or from the failure of Lessee to keep the Premises in good condition as provided herein, excepting only matters caused by Lessor's willful misconduct.

16. Insurance: Lessee shall maintain during this Lease, at its cost, public liability insurance insuring Lessee against liability for bodily injury including death or property damage resulting from occurrences in or about the Premises, or the use or condition thereof, with single combined limit of not less than Five Million Dollars (unless Lessor agrees to a different amount in writing). Such insurance shall be primary (so that any contingent liability insurance of Lessor will not be called upon for contribution); noncancellable without thirty (30) days advance written notice to Lessor; waive subrogation against Lessor; cover the indemnification obligations of Lessee to Lessor under this Lease; include Lessor as an additional named insured; and evidenced by a certificate of insurance and related

endorsement from Lessee's insurance carrier. All policies of insurance should have an AM Best Rating of AV-II or better.

Lessor, at its cost, shall maintain on the building fire and extended coverage insurance, with vandalism and malicious mischief endorsements, in accordance with its general policy and practice as to amount and form.

17. Assignment and Subletting:

- a) In General: Lessee shall not assign this Lease or sublet any portion of the Premises without Lessor's prior written consent, which consent shall not be unreasonably withheld. (Assignees and SubLessees shall hereafter be referred to as "Transferees.") The parties hereby agree that reasonable grounds for denying consent include, but are not limited to, the following:
- 1) Transferee's character, reputation, credit history, or business is not consistent with the character or quality of the Premises or the overall operations of the Lessor;
 - 2) Transferee's financial condition is or may be inadequate to support the Lease obligations of Transferee under the transfer documents;
 - 3) Transferee's intended use of the Premises is inconsistent with the Permitted Use and/or Limitations on Use specified in the Lease or will materially and adversely affect or compete with Lessor's overall interests in promoting, and adhering to, the teachings of the Roman Catholic Church;
 - 4) Transferee does not intend to occupy the entire Premises and conduct business there for a substantial portion of the term of the Lease;
 - 5) Transferee is not a nonprofit (tax exempt) organization;
 - 6) There is already vacant space owned by Lessor at or nearby the Premises;
 - 7) Transferee desires significant alterations to the Premises;
 - 8) Lessee's unwillingness to pay to Lessor the "Transfer Premium" referenced in Section 17(c);
 - 9) Lessor, as part of the consent, is expected by Transferee to waive or modify the terms and conditions of this Lease.

If any assignment or subletting is made without the Lessor's prior written consent, Lessor may, at its option, do either or both of the following:

- i) void the transfer, or;

- ii) declare Lessee in material and incurable default under Section 19 notwithstanding any cure period specified in Section 19.
- b) Procedure for requesting, granting or withholding consent:
- 1) Transfer Request Notice: Before entering into or permitting any transfer, Lessee shall provide to Lessor a written "Transfer Request Notice" at least forty five (45) days before the proposed effective date of the Transfer. The Transfer Request Notice shall include all of the following:
 - i) Information regarding the proposed Transferee, including the name, address, and ownership of Transferee; the Transferee's character and reputation; and Transferee's current financial statements (certified by an authorized officer of Transferee);
 - ii) All the terms of the proposed Transfer, including the consideration payable to Transferee; the portion of the Premises that is subject to the Transfer (subject space); a general description of any planned alterations or improvements to the subject space; the proposed use of the subject space; the effective date of transfer; and a copy of all other documentation reasonably requested by Lessor.
 - 2) Lessor's Written Response: Within a reasonable time after receipt of a Transfer Request Notice that complies with Section 17(b)(1) and Section 20 (Notices), Lessor shall approve or disapprove the proposed transfer in writing.
- a) Transfer Premium Payment: The parties hereby agree that as a reasonable condition to Lessor's consent to any Transfer, Lessee shall pay to Lessor one hundred percent (100%) of any "Transfer Premium." Transfer Premium shall include any and all consideration that the Lessee would otherwise receive from any and all permitted Transferees under the Lease in excess of the rent under this Lease. Unless otherwise specified in writing by Lessor, Lessee shall pay the Transfer Premium to Lessor on a monthly basis.
- b) Audit of Transfer Premium: Lessee shall allow Lessor to review and audit Lessee's books and records and/or request a complete statement certified by Lessee's Chief Financial Officer, describing in detail the computation of any Transfer Premium that Lessee has derived or will derive from the Transfer, for the purpose of verifying the Lessee's calculation of the Transfer Premium. If Lessor finds that the Transfer Premium for any Transfer has been understated, Lessee shall, within twenty (20) days after demand, pay the deficiency and Lessor's costs of that audit. If Lessee has understated the Transfer Premium by more than ten (10) percent, Lessor may, at its option, declare Lessee in material and incurable default under Section 19 notwithstanding any cure period specified in Section 19.
- c) Transfer Fee: Within thirty (30) days after Lessor's written request, Lessee shall pay as Additional Rent any review and processing costs and fees, as well as any reasonable legal

fees, that Lessor incurs in reviewing and processing the Transfer Request Notice. Lessee shall pay the Transfer Fee whether or not Lessor consents to the Transfer.

- d) Change of Ownership: For purposes of this section, "Transfer" also includes the sale, mortgage, hypothecation, or pledge within a twelve (12) month period of more than twenty-five (25) percent of the value of Lessee's unencumbered assets; or the dissolution, merger, consolidation, or other material reorganization of Lessee.
 - e) Right to Collect Rent: If this Lease is assigned, Lessor may, at its option, collect rent directly from the Transferee. If all or part of the Premises is subLeased and Lessee defaults, Lessor may, at its option, collect rent directly from the Transferee. Lessor may then apply the amount collected from the Transferee to Lessee's monetary obligations under this Lease. Collecting the rent from a Transferee or applying that rent to Lessee's monetary obligations does not waive any other provisions of this Lease.
18. Destruction or Condemnation:
- a) Destruction: If, during the term, the building is damaged from any cause covered by Lessor's fire insurance then Lessor shall repair and restore the same to the extent that insurance proceeds are available for this purpose; provided, however, that if, during the term, said building is substantially or totally destroyed from any cause, whether or not covered by Lessor's fire insurance, then either party may elect to terminate the Lease without further obligation except for any then accrued but unpaid obligations.
 - b) Condemnation: If, during the term of this Lease, there is any taking of all or any substantial part of the Premises by condemnation, this Lease shall terminate; and Lessor shall be entitled to all proceeds from the condemnation, or its settlement, except for any values attributable to any fixtures which Lessee has the right to remove under this Lease.
19. Default: If any default shall be made by Lessee in the payment punctually when due or any installment or rent and such default shall continue for five (5) days after notice thereof to Lessee, or if any default shall be made by Lessee in the performance of any other term, covenant or condition herein contained to be performed by Lessee and such default shall continue for twenty (20) days after notice thereof to Lessee, or if Lessee breaches this Lease and abandons the Premises, then Lessor, in addition to any other right or remedy, at its election: (a) may terminate the Lessee's right to possession and terminate this Lease, and, in such event, Lessor may re-enter the Leased Premises, and shall have all remedies specified in California Civil Code Section 1951.2, and any amendments thereto, including without limitation the remedy described in subparagraphs (a), (b) and (c) thereof; or (b) may continue the Lease without terminating the Lessee's right to possession, and, in such event, have the right to recover the rent as it becomes due under the Lease and all other remedies specified in California Civil Code Section 1951.4, and any amendments thereto.
20. Notices: Any notice to be given by either party hereto to the other shall be written and personally delivered or sent by registered or certified mail, addressed as follows:

To Lessor: The Archdiocese of San Francisco Parish and School
Juridic Persons Real Property Support Corporation
1301 Post Street, Suite 102
San Francisco, CA 94109

To Pastor: St. Rita Church
100 Marinda Drive
Fairfax, CA 94930

To Lessee: Ross Valley Charter School
P. O. Box 791
Fairfax, CA 94978

21. Miscellaneous Provisions:

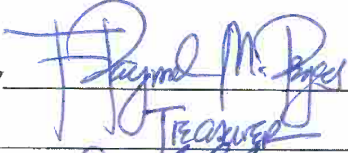

- a) Signs: No exterior signs shall be placed on the Premises without Lessor's prior written consent.
- b) Holding Over: Any holding over after the expiration or termination of this Lease, with Lessor's consent, shall be construed as a month-to-month tenancy at the monthly rent which was in effect at such expiration or termination, and subject to other provisions hereof insofar as applicable, until either party shall terminate the same by giving the other thirty (30) days advance written notice.
- c) Time of Essence: Time is of the essence of this Lease and every provision thereof.
- d) No Waiver: Lessor's failure to exercise any rights upon any breach by Lessee shall not be deemed a waiver of any of Lessor's other rights upon such breach, or of any rights with respect to any prior or subsequent breach.
- e) Attorney's Fees: In the event Lessor shall bring an action against Lessee to enforce the payment of any rent due or any of the terms or conditions hereof, or under the Unlawful Detainer Act of the State of California, Lessee shall pay to Lessor all reasonable attorney's fees and costs expended or incurred by it in any such action, the amount of such fees and costs to be determined by the court and to be included in any judgment recovered in any such action.
- f) Successors: The provisions of this Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns (subject to the limitation on assignment herein).
- g) Entire Agreement: This instrument constitutes the entire agreement between the parties and may only be amended by a written agreement signed by both parties.

22. Additional Provisions:


- a) This Lease is subject to Lessor obtaining canonical approval by May 31, 2019.
- b) Shared Use: It shall be the responsibility of Ross Valley Charter School and Kinderblast Preschool to coordinate shared use, pick-up and drop-off times, etc., to minimize disruption to each tenant's program, the operation of St. Rita's parish, and neighbors of the property. Ross Valley Charter School shall respect the needs of St. Rita's parish for off-street parking on Ash Wednesday and Good Friday.
- c) Security Deposit: Concurrent with the full execution of this Agreement, Lessee will pay Lessor the sum of \$15,180.00 as a refundable security deposit.

IN WITNESS WHEREOF, this Lease has been executed by the parties in duplicate as of the date first above written.

THE ARCHDIOCESE OF SAN FRANCISCO
PARISH AND SCHOOL JURIDIC PERSONS
REAL PROPERTY SUPPORT CORPORATION

By 
Its Treasurer
By 
Its President
Lessor

ROSS VALLEY CHARTER
SCHOOL

By 
Its SCHOOL DIRECTOR
By _____
Its _____
Lessee

5. Any and all disclosures made to the RVC board by EdTec and/or Conn Hickey related to Mr. Hickey's employment with EdTec.

6. All contracts, agreements, memorandum of understanding or communications regarding Conn Hickey's work for or with EdTec.

7. All communications whether written, electronic or otherwise, with RVC and/or Conn Hickey with regard to Conn Hickey's work for or with EdTec.

As these three categories all relate to RVSD's interest in Conn Hickey and Edtec these will be addressed jointly.

To: Ross Valley School District

From: Conn Hickey

October 1, 2020

Re: Requests 5-7 of your September 24, 2020 Request email

5. Any and all disclosures made to the RVC board by EdTec and/or Conn Hickey related to Mr. Hickey's employment with EdTec;

6. All contracts, agreements, memorandum of understanding or communications regarding Conn Hickey's work for or with EdTec;

7. All communications whether written, electronic or otherwise, with RVC and/or Conn Hickey with regard to Conn Hickey's work for or with EdTec;

Background Facts

Since the school was incorporated in July 2014, I have served as Treasurer and Chief Operating Officer as a volunteer. I notice you put volunteer in quotes, as if it were not accurate. I assure you it is, as it is for countless others in the charter school community, including all the board members and scores of parents and supporters. Indeed, as it is for your own board.

As volunteer Treasurer and CFO, my responsibilities have included coding expenses and submitting them to the EdTec Accounts Payable department, along with appropriate back up PDFs which are all stored digitally with links to every transaction in the accounting system, Oracle NetSuite. I have also been responsible for coding deposits into RVC's Westamerica Bank checking account and submitting them to the EdTec Accounting department along with appropriate backup, similarly available with a link as part of every deposit transaction. I have reviewed payroll worksheets as a third set of eyes along with the Office Manager and School Director. And I have prepared financial reports and worked with the School Director, teachers, and board members to prepare proposed budgets to the board and worked with third parties, such as the CDE, and potential lenders, to explain those budgets.

EdTec's 17 years of experience building efficient and strong financial control policies and procedures are reflected in the fact that in the Charter School's first two years, the auditing firm performing the audits had no exceptions, finding or adjustments. From my six years on RVSD's board, I know how hard that is to do and how remarkable for a start-up operation.

RVSD has all nine EdTec contracts. Beginning with the Statement of Work #3 for the 2017-18 school year, you can see all the services provided by EdTec and paid for by the Charter School. Conspicuous by its absence is any reference to Budgeting and Financial Statements included in the list of services provided. That is because the school felt that it could not afford that additional service, and I was willing to provide that service as a volunteer.

Please notice that these Budgeting and Account services have been included for the first time in SOW#7 which is effective on July 1, 2021. Moreover, the school has just contracted with an outside bookkeeping service to do the expense and deposit coding and backup creation/submission to EdTec, so in the coming months I will no longer be preparing those submissions, either.

On July 22, 2019, I began to work part time for EdTec as an Associate Client Manager providing Budgeting and Financial Statement services (as described in SOW#7) for other EdTec charter school clients. This is similar work to some of the volunteer work I had been and am still doing for Ross Valley Charter. But in my capacity as EdTec Associate Client Manager, I currently perform no paid work for RVC. My work for RVC continues to be unpaid, volunteer work, as it has been from the beginning.

On the night of the board meeting of July 15, 2019, I told the three board members in attendance about my starting to work for EdTec. I then called the two members not in attendance and informed them as well.

Then in October, I realized that simultaneously being an officer of RVC, and an employee of an RVC vendor, could easily create the appearance of a conflict of interest, so I informed the board that I would be resigning as Treasurer and CFO. The two emails informing the board of my decision to step down as an officer of the corporation follow the memo.

After I resigned, in December of 2019, I filed a leaving office Form 700, and disclosed in that Form that I was employed by EdTec. This is public information, easily accessible from the Marin County Office of Elections website.

Because my employment with EdTec is the subject of almost 20% of RVSD's Requests, I consulted with charter school counsel whether there was any reason I should still be filling out a Form 700, given that I do not hold any of the designated filer positions listed in the school's Conflict of Interest Code. In our conversations, it was pointed out to me that even though I am an unpaid volunteer, since I am providing financial advice, I could be considered to be a Consultant, as that term is used in the Code. So, I have Filed a new form 700 and it is included in the Forms 700 in the responses to Request #3. It is identical in content to the leaving office Form 700 filed in December 2019.

As noted above, Starting July 1 of 2021, EdTec will be contracted to provide these Budgeting and Financial Reporting services and I will no longer be doing that work, either as a volunteer or as an EdTec employee. It will be another EdTec employee who will be providing Budgeting and Financial Statement services described in the SOW#7.

Request #5: Any and all disclosures made to the RVC board by EdTec and/or Conn Hickey related to Mr. Hickey's employment with EdTec.

The only disclosures that exist are attached to this memorandum and described above.

Request #6. All contracts, agreements, memorandum of understanding or communications regarding Conn Hickey's work for or with EdTec.

There are none in the possession of Ross Valley Charter School or available to the school. Legally, EdTec must keep them confidential. Nevertheless, in the interest of transparency, I personally am willing to share my 8 page employment contract with EdTec with RVSD. But my

employment contract contains a rather standard non-disclosure agreement which includes not divulging confidential company information to third parties. In the list of examples of what constitutes confidential information is "all personnel files and personnel information." I can attest to you that my contract has no reference to Ross Valley Charter and is the standard agreement required of all EdTec employees. But if you want me to ask for an exception, and put that request in writing to me directly, I am willing to ask the company's permission.

Request #7. All communications whether written, electronic or otherwise, with RVC and/or Conn Hickey with regard to Conn Hickey's work for or with EdTec.

Other than what has already been described above and included hereafter, there are none.

Two Attachments

Stepping down as Treasurer

email: "conn.hickey@rossvalleycharter.org Conn Hickey"
Bcc: email: "RVBoard@rossvalleycharter.org RVC Board google list"

Monday, October 14, 2019 at 12:39:15 PM Pacific Daylight Time

To avoid the appearance of a conflict of interest due to my now being a half-time EdTec employee, I will soon be resigning as treasurer/CFO and check signer.

I will continue to code and provide backup for invoices and deposits as a volunteer, but Luke will replace me as an approver for payment.

I will continue to prepare forecast revisions but this meeting tonight will likely be my last as presenter and sitter on the dais.

I will continue to attend as an audience member.

Call me if you have any questions about this or the forecast.

Conn Hickey
Treasurer and CFO
Ross Valley Charter

My resignation as Treasurer of RVC.

email: "conn.hickey@rossvalleycharter.org Conn Hickey"
To: email: "RVCBoard@rossvalleycharter.org RVC Board google list"

Tuesday, November 12, 2019 at 1:56:00 PM Pacific Standard Time

Dear Board

I have been privileged to hold the position of Treasurer of Ross Valley Charter as a volunteer for over five years.

It is now time for me to resign from that position and this is my official letter of resignation which is effective immediately.

I will no longer be authorized to enter Ross Valley Charter into contracts and I will no longer be signing checks.

I will continue my role as volunteer accountant and financial forecaster. As a volunteer accountant I will continue to code accounts payable transactions and revenue transactions. I will also continue to review payroll for coding accuracy and to be a third pair of eyes for accuracy. I will continue doing the financial forecasting work and in that capacity will continue to work with outside entities interested in our budget like the CDE and Pacific Charter School Development Corporation. I will be an audience member at board meetings rather than sitting at the board/officer table at board meetings.

Luke and Sharon will approve invoices and check requests for payment by EdTec and will sign any manual checks.

Whenever the next board meeting is held, you will need to elect a new treasurer and authorize that person to be a third check signer.

It has been my pleasure to serve as an officer of this exceptional organization.

Conn Hickey
Accountant
Ross Valley Charter

9. RVC special education data for each year of RVC operations disaggregated by category of disability under the Individuals with Disabilities Education Act (IDEA).

2017-18 SPED DATA BY CATEGORY

Student	Language	ELL	SpEd	Disability Category
	English	EO	Y	impairment (SLI)
	English	EO	Y	Autism (AUT)
	English	EO	Y	impairment (SLI)
	English	EO	Y	impairment (SLI)
	Spanish	EL	Y	(SLD)
	English	EO	Y	(SLD)
	English	EO	Y	(SLD)
	English	EO	Y	(SLD)
	English	EO	Y	impairment (SLI)
	English	EO	Y	impairment (SLI)

2018-19 SPED DATA BY CATEGORY

Student	Language	ELL	SpEd	Disability Category
	English	EO	Y	(SLI)
	English	EO	Y	(SLI)
	English	EO	Y	Autism (AUT)
	English	EO	Y	Autism (AUT)
	English	EO	Y	(SLI)
	English	EO	Y	(SLI)
	Spanish	EL	Y	Specific learning disability (SLD)
	English	EO	Y	Specific learning disability (SLD)
	English	EO	Y	Other health impairment (OHI)
	English	EO	Y	Intellectual Disability (ID)
	English	EO	Y	(SLI)
	English	EO	Y	Other health impairment (OHI)
	English	EO	Y	Specific learning disability (SLD)
	English	EO	Y	Specific learning disability (SLD)
	English	EO	Y	(SLI)
	English	EO	Y	(SLI)
	English	EO	Y	Other health impairment (OHI)
	English	EO	Y	Specific learning disability (SLD)

2019-20 SPED DATA BY CATEGORY

Student	Language	ELL	SpEd	Disability Category
	English	EO	Y	Autism (AUT)
	Spanish	EL	Y	impairment (SLI)
	English	EO	Y	impairment (SLI)
	English	EO	Y	(SLD)
	English	EO	Y	Autism (AUT)
	English	EO	Y	Autism (AUT)
	English	EO	Y	(SLD)
	Spanish	EL	Y	(SLD)
	Portuguese	EL	Y	Autism (AUT)
	Portuguese	EL	Y	impairment (SLI)
	English	EO	Y	(SLD)
	English	EO	Y	(SLD)
	English	EO	Y	impairment (SLI)
	English	EO	Y	impairment (SLI)
	Spanish	EL	Y	(OHI)
	Spanish	EL	Y	impairment (SLI)
	English	EO	Y	(OHI)
	English	EO	Y	(SLD)
	English	EO	Y	impairment (SLI)
	English	EO	Y	impairment (SLI)
	English	EO	Y	(OHI), Specific learning
	English	EO	Y	impairment (SLI)
	English	EO	Y	(OHI)
	English	EO	Y	(OHI)
	Spanish	EL	Y	(OHI)

13. All job descriptions for employees of RVC whether part time or full time.

We are including materials that were submitted with our petition again for your convenience.

Appendix B: Job Descriptions

- **After School Coordinator**
- **Art Teacher**
- **Classroom Instructional Aid**
- **Classroom Teacher, Multitage**
- **Counselor**
- **Custodian**
- **English Language Development
Teacher**
- **Family Outreach/Support Coordinator**
- **Intervention Teacher**
- **Music Teacher**
- **Office Assistant**
- **Office Manager**
- **Physical Education Teacher**
- **School Director**
- **Special Education Teacher**



ROSS VALLEY
CHARTER
A TK-5 Public School

ROSS VALLEY CHARTER
Fairfax, California

Position Description
After School Program Coordinator, Part-Time

About Ross Valley Charter:

Ross Valley Charter is a public charter school located in Fairfax, California serving students in grades TK-5. Founded by a group of dedicated teachers and community members, RVC opened our doors in August 2017.

Several features distinguish RVC:

- We utilize a multi-age classroom model. We have TK-1 students learning together, 2nd and 3rd together, and 4th and 5th together.
- We share a belief that inquiry-driven, project-based learning provides the best opportunities to students to grow their understanding of academic content.
- Our program equally nurtures students' social-emotional needs as well as their academic needs.
- Parent involvement is central to our school culture. Families are strongly encouraged to contribute to our school community.
- As a small school, our staff, parents and students have a strong voice in the direction the school takes. Our whole school community is able to shape the school in the image that the community believes best meets the needs of children.

RVC is committed to:

- Developing students who are self-motivated, competent, self-directed, and socially responsible learners.
- Partnering staff, students, parents and community to create a unique, challenging and individualized learning environment with high academic standards and expectations.
- Applying academic learning to meaningful real-life activities and situations through project-based programs.
- Respecting diversity and whole child development – cognitive, emotional, social and physical.

Ross Valley Charter is a thriving, evolving school that provides an incredible opportunity for innovative educators who want to have the greatest possible impact on the lives of students and families. You can learn more about Ross Valley Charter at <https://rossvalleycharter.org>

The Position:

The After School Coordinator is responsible for all aspects of what happens on the campus from 1:45pm to 6pm, with the bulk of programming to occur between 3:30-6pm. We expect this

position's hours to be 1:15pm-6:15pm daily.

The Coordinator must be able to balance providing supervision and activities to students across K-5 with coordinating with outside vendors who provide enrichment.

As part of the role's responsibilities, the Coordinator is expected to fulfill duties in the following areas:

- Supervises students from 1:45-3:30 (Kindergarten only) and 3:30-6 (K-5)
- Provides fun, engaging and safe activities for students
- Coordinates logistics for vendors who provide enrichment activities for students
- Develops procedures and policies for operation of the after-school program
- Creates schedules for programs and classes as necessary, in partnership with vendors
- Ensures students safely transition from the regular school day to the after-school program
- Collects necessary data about the program: daily attendance, expense reports, etc.
- Administers program budget
- Communicates with members of the school staff about student needs and other aspects of the after-school program
- Performs other duties as assigned

Qualifications:

- Bachelor's degree or higher
- Background in education, youth development or related field
- Experience coordinating activities and services, preferably for youth and families
- Strong oral and written communication skills
- Proficiency with technology
- Highly collaborative
- Spanish skills a plus

Salary range:

Depending upon on experience.

Benefits:

This position is not eligible for employee benefits.

Physical Demands:

The physical demands described here are representative of those that must be met to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the job. While performing the duties of this job, the person is regularly required to use hands, to speak and to hear. The teacher is required to stand, walk, reach with hands, and stoop. The person must occasionally lift 10 or more pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to focus.

Ross Valley Charter is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, creed, age, gender or disability. Inquiries regarding compliance procedures may be directed to our personnel office.

Ross Valley Charter complies with the Americans with Disabilities Act. Persons with a disability who may need some accommodation in the hiring process should contact our personnel office.

Ross Valley Charter requires a successful candidate to provide it with employment eligibility and verification of a legal right to work in the United States in compliance with the Immigration Reform and Control Act.



**ROSS VALLEY
CHARTER**
A TK-5 Public School

ROSS VALLEY CHARTER
Fairfax, California

Position Description
Art Teacher

About Ross Valley Charter:

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Several features distinguish RVC:

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- Our program equally nurtures students' social-emotional needs as well as their academic needs.
- Parent involvement is central to our school culture. Families are strongly encouraged to contribute to our school community.
- As a small school, our staff, parents and students have a strong voice in the direction the school takes. Our whole school community is able to shape the school in the image that the community believes best meets the needs of children.

RVC is committed to:

- Developing students who are self-motivated, competent, self-directed, and socially responsible learners.
- Partnering staff, students, parents and community to create a unique, challenging and individualized learning environment with high academic standards and expectations.
- Applying academic learning to meaningful real-life activities and situations through project-based programs.
- Respecting diversity and whole child development – cognitive, emotional, social and physical.

Ross Valley Charter is a thriving, evolving school that provides an incredible opportunity for innovative educators who want to have the greatest possible impact on the lives of students and families. You can learn more about Ross Valley Charter at <https://rossvalleycharter.org>.

The Position:

We are currently seeking an Art Teacher to teach weekly art classes to kindergarten through fifth grade students. This is a part-time role teaching nine classes each week (one class weekly for each of our classes), each class running approximately 50 minutes. While we can be reasonably flexible with scheduling, we hope to identify candidates who can adapt to the ever-changing needs of a school.

As part of the role's responsibilities, the Art Teacher is expected to fulfill duties in the following

areas:

- Deliver a student-centered, process-oriented (rather than product-oriented) creative environment for students (i.e. kids are regularly encouraged to explore the materials freely).
- Instruct students in the elements and principles of design through disciplines such as drawing, painting, ceramics and sculpture.
- Implement a dynamic, creative and rigorous approach to art and design education.
- Incorporate art history.
- Work with the classroom teachers to collaborate on ideas or projects.
- Create exhibits of student artwork.
- Make the visual arts accessible and meaningful to each student.
- Identify unique student needs and collaborate with team members to effectively address those needs.
- Support the mission, vision, and core values of Ross Valley Charter.
- Perform other related duties as required and assigned.

Qualifications:

- Prior experience in establishing creative environments whereby art and design are explored, discovered, and analyzed both in and out of the classroom
- Bachelor's degree in art education or art strongly preferred
- Minimum of two years of teaching experience preferred
- California Art credential preferred
- Proficiency with technology
- Strong oral and written communication skills
- Highly collaborative
- Experience working with diverse youth strongly preferred
- Spanish language skills a plus

Required knowledge, skills & abilities:

- Passion for art and the ability to share that passion with students
- Knowledge of art and design concepts using a variety of media and materials
- Broad range of knowledge in a variety of media including drawing, painting, printmaking, sculpture, collage, design, ceramics, and construction
- Knowledge of child cognitive development and various learning styles
- Familiarity with social-emotional teaching strategies
- Ability to collaborate with colleagues, parents and community
- Any credential required by existing California law and regulation

Benefits:

This position is not eligible for employee benefits.

Physical Demands:

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ROSS VALLEY CHARTER
Fairfax, California

Position Description
Classroom Instructional Aide

About Ross Valley Charter:

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Several features distinguish RVC:

- We utilize a multi-age classroom model. We have TK-1 students learning together, 2nd and 3rd together, and 4th and 5th together.
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RVC is committed to:

- Developing students who are self-motivated, competent, self-directed, and socially responsible learners.
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- Applying academic learning to meaningful real-life activities and situations through project-based programs.
- Respecting diversity and whole child development – cognitive, emotional, social and physical.

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Instructional Aide Job Description

- Under the direction of the Director, assists one or more teachers in the direct care and supervision of students typically in a classroom.
- Maintains and prepares classroom materials and student files.
- Provides instructional and project assistance to individuals or small groups of students to facilitate and assist them in grasping subject matter.
- The Instructional Aide provides general classroom support for students, and/or teachers having mobility limitations and provides reinforcement of class materials that enhance student success.

Essential Duties and Responsibilities

- Assists teaching staff to implement lesson plans by providing positive learning experiences for students in all grade levels.
- Assists one or more teachers/specialists in maintaining classroom discipline by observing the activities of the students and maintaining order. These activities may be in or out of the classroom setting.
- Accompanies students going from one location to another. Observes, monitors, and controls behavior of students within approved procedures.
- Gives each student individual and special attention each day.
- Responds to each student's particular needs and characteristics. Ensures that all students receive equal attention.
- Reports to the teaching staff any signs of illness or distress observed in the student.
- Aids in dealing with the situation, as appropriate.
- Sets up and arranges supplies and equipment in the classroom as directed.
- Performs clerical duties such as, but not limited to, teaching aids, labels, charts, bulletin boards, and displays.
- Before school, lunchtime and recess student supervision.
- Performs other duties as assigned that support the overall objective of the position.

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Qualifications and Experience

- Techniques and methods of instruction and behavior management.
- Cultural and physical differences and needs of learners in general and special education program.
- English usage, spelling, grammar and punctuation.
- Mathematics through Algebra 1 {through Alg 2 preferable}.

Wage

Wage is competitive and commensurate with experience.

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ROSS VALLEY CHARTER
Fairfax, California

Position Description
Multi-Age Classroom Teacher

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About the Position

RVC is seeking a passionate and creative classroom teacher committed to providing high-quality education to join our TK-5 multi-age teaching staff. This teacher will be joining a team of RVC teachers who have been working together in an alternative education multi-age public school environment for 10-15 years. RVC teachers are empowered to drive curriculum and learning for the new school as it grows to an eventual nine classes.

We are looking for someone who shares our Core Beliefs and philosophy of learning, and is

motivated to support our children's potential. RVC teachers are strong collaborators, skilled communicators, problem solvers, and are comfortable in a community of continuous learning. The details of our educational approach can be found in our Charter Petition.

RVC Teachers are:

- Dedicated to providing the highest quality education
- Compassionate educators who are capable of modeling desired behaviors
- Intent on serving the whole child
- Experts in fostering a safe learning environment where children feel comfortable to learn and grow
- Community-minded
- Expert collaborators
- Creative minds who are willing to explore the interests of their students
- Capable of communicating with families to create an educational experience that suits all students
- Able to see each student's potential and help them take initiative to reach it

Essential Responsibilities

- Develop enriching curricular units that align with RVC's mission and engage the students at a variety of levels
- Integrate the arts into the curriculum
- Encourage students to follow their interests and recognize their unique gifts
- Develop a culturally responsive and proficient classroom environment
- Work closely with colleagues to improve instruction, analyze assessment results, support students, and reflect on teaching practices
- Seek continuous improvement of practice for self and colleagues
- Build connections with students, families, and community to support student learning
- Observe and evaluate students' performance, behaviors, social and emotional development as well as physical health
- Alter and adapt teaching methods as necessary to meet student's varying needs and interests
- Coordinate with families to be sure the needs of each student are being met
- Confer with parents or guardians, teachers, administrators and other professionals to ensure the behavioral issues are resolved in a positive and restorative manner
- Other duties as assigned by the School Director

Experience, Education and other Qualifications

- Valid California Multiple Subject Credential
- Met all ESSA requirements
- CLAD required, BCLAD a plus
- Minimum of two years of experience in U.S. preferred
- Current First Aid/ CPR certification
- Ability to communicate in Spanish preferred
- Multi-age teaching experience preferred

Physical demands

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perception, and the ability to focus.

Salary and benefits

Salary is competitive and commensurate with experience. Compensation at RVC includes a comprehensive health benefits package.

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ROSS VALLEY
CHARTER
A TK-5 Public School

ROSS VALLEY CHARTER
Fairfax, California

Position Description
Counselor

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Description of tasks and duties the counselor may expect to engage in:

- Case management
- Provide individual and/or group counseling (social skills, self-regulation, anger management, friendship building, etc.)

- Data collection
- Create goals and communicate progress on goals
- Maintain counseling notes and logs
- Consult with Student Study Team as needed
- Provide teacher consultation regarding social-emotional and behavioral needs
- Provide parent training
- Special projects (college & career day, psycho-educational classroom lessons, etc.)
- Crisis intervention and mandated reporting (as necessary)

Applicant requirements or expectations:

- Currently attending or graduated from a relevant Graduate-Level Counseling Program
- Independently fulfill professional duties with limited supervision/shadowing
- Previous experience in a public school setting (preferred)
- Commit to a full year (part-time or full-time)
- Fingerprint clearance

Physical Demands

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ROSS VALLEY
CHARTER
A TK-5 Public School

ROSS VALLEY CHARTER
Fairfax, California

Position Description
Custodian

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About the Position

Definition:

To perform general cleaning and custodial functions in an assigned school site or facility and to perform related duties as assigned.

Distinguishing Characteristics:

Employees in this job class exercise responsibility for the general cleanliness of assigned areas within SCOE. This position is the journey level in the custodial series.

Supervision Exercised and Received:

Employees in this class receive general supervision from the School Director or designee within a framework of standard policies and procedures.

Examples of Duties and Responsibilities:

Duties and responsibilities may include, but are not limited to, the following:

- Performs general janitorial and custodial functions at assigned site locations;
- Cleans classrooms, restrooms, lunch rooms, offices and related facilities;
- Sweeps, mops, strips, scrubs, waxes and polishes concrete, vinyl tile and wood floors;
- Vacuums and shampoos rugs and carpets;
- Dusts furniture; empties and cleans trash receptacles;
- Cleans walls, furniture, windows, woodwork, chalkboards, lockers and other equipment
- Cleans door and window glass and drinking fountains;
- Picks up paper and debris; rakes, sweeps and waters grounds and cleans walkways and entrances;
- Washes, scrubs and disinfects restrooms;
- Locks and unlocks doors and gates to ensure security of buildings, offices and related areas;
- Operates cleaning equipment such as vacuum, floor stripper, floor cleaning and polishing machines, etc.;
- Replaces light bulbs and makes minor repairs or adjustments as needed;
- Assists in the set up and arrangement of furniture and facilities for meetings and other special events upon request to include arranging chairs, desks, equipment, etc.;
- Responds to emergency cleanups, such as spills;
- Mows, rakes, weeds and performs similar grounds work occasionally;
- Reports safety, sanitary and/or fire hazards to appropriate authority
- Drives to assigned areas and may make deliveries;
- Performs related duties as assigned.

Employment Standards:

Knowledge of:

- Modern cleaning methods, materials, tools and equipment;
- Safe use and operation of equipment and chemicals used in janitorial and custodial work;
- Safe work practices, including Bloodborne Pathogens protocols

Ability to:

- Respond promptly to requests; provide needed information, assistance, training, materials and resources;
- Plan, organize and prioritize own work to meet deadlines and accomplish assigned tasks within established timelines including maintaining accurate records and files;
- Read and understand English at a level required to safely perform job duties;
- Maintain an orderly work environment and perform tasks in prescribed and safe manner;
- Establish and maintain cooperative working relationships with those contacted during performance of job duties;
- Maintain and improve professional skills and knowledge;
- Be flexible and receptive to change;
- Understand and apply principles, techniques and procedures required for effective job performance;
- Safely use cleaning agents, materials and equipment with skill and efficiency;
- Perform minor maintenance and repair work on building, fixtures and equipment;
- Understand and follow both oral and written instructions; communicate effectively in both oral and written forms;

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- Meet the physical requirements necessary to safely and effectively perform assigned duties.

Experience:

Generally, the required knowledge and ability, which has been acquired during some demonstrated custodial experience.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Benefits:

This position is not eligible for employee benefits.

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ROSS VALLEY
CHARTER
A TK-5 Public School

ROSS VALLEY CHARTER
Fairfax, California

Position Description
English Language Development Instructor, Part-Time

About Ross Valley Charter:

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About the Position

SUMMARY OF DUTIES:

English Language Development Instructor will work with small groups of EL Students to improve English language skills in reading, writing and speaking. ELD Instructors will work closely with school staff to monitor the progress of EL students and their needs.

KEY DUTIES

- Collaborate with teachers and Director to develop and execute plans to increase English language learning for EL students.
- Collaborate with school staff to select and carry out a sound EL curriculum
- Monitor student progress and carefully document student data
- Work with administrators to develop policies and school structures that facilitate the improvement of instructions and the appropriate placement of students.
- Administer the ELPAC to all eligible students as required by state law and school policy

QUALIFICATIONS

EXPERIENCE

- At least three years teaching English Language Learners and a demonstrated track record of success in improving their language acquisition
- Familiarity with the policies, procedures, and training associated with the administration of the ELPAC
- Proficiency in analyzing, communicating, and presenting data
- Understanding and command of the best practices in teaching ELs
- Fluent in Spanish (strongly preferred)

EDUCATION

- Bachelor's Degree
- Possession of either Bilingual, Cross-Cultural, Language and Academic Development (BCLAD) certificate; Cross-Cultural, Language and Academic Development (CLAD) certificate; Bilingual Certificate of Competence (BCC); or Language Development Specialist (LDS) certificate desirable

Benefits:

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ROSS VALLEY
CHARTER
A TK-5 Public School

ROSS VALLEY CHARTER
Fairfax, California

Position Description
Family Outreach/Support Coordinator

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About the Position

The Family Outreach/Support Coordinator focuses on providing support to families whose primary language is Spanish, and families from lower socio economic backgrounds, who may feel intimidated about participating in school events or activities or helping in the classroom. The Family Outreach/Support Coordinator provides parents with the support they need to engage in school events and activities of their choosing, if at all: support for translation, child care, or timing of activities can make the difference between a parent being able to participate or not.

Essential Duties And Responsibilities

The Family Outreach/Support Coordinator is expected to:

- Recruit students from diverse backgrounds, assist with the enrollment process, and support families once they enroll at the Charter School.
- Ensure a strong home-school connection for EL families.
- Serve as a liaison between teachers and parents of EL students in order to answer questions, identify needs, and help families feel connected to the school community.
- Provide translation services during parent/teacher conferences as needed.
- Help advocate access to Charter School resources, ensure that students and their parents feel welcome/comfortable in the Charter School community, and serve as a bridge to help communicate with the student's educational team (i.e. teachers, support personnel, and administration).

Supervision Exercised and Received:

Employees in this class receive general supervision from the Director, Operations or designee, or Site Administrator or designee within a framework of standard policies and procedures.

Minimum Qualifications

- Fluent in Spanish
- Familiarity with and comfort in Latinx culture
- Experience with Latinx families and children
- Experience in early or primary educational setting highly desired

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ROSS VALLEY CHARTER
Fairfax, California

Position Description
Intervention Teacher, Part-Time

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About the Position

SUMMARY OF DUTIES:

The Intervention Teacher will be a patient, skilled assistant who works both individually and in small-group settings with children who require additional help with reading, writing and math but do not qualify for an IEP.

KEY DUTIES

- Work closely with children and have a solid understanding of their needs and abilities.
- Collaborate with teachers and other school staff to ensure each student is progressing appropriately.
- Act as a resource to classroom teachers, reporting pertinent information as children progress.
- Treat all students with kindness and respect as they proceed forward on their educational journey.

QUALIFICATIONS

- Experience working with children.
- Bachelor's degree in a relevant field (preferred): education, psychology, child development, family and consumer sciences.
- California Teaching Credential preferred
- Teaching experience in math, and/or reading
- Ability to motivate students
- Good classroom management skills

EXPERIENCE

2+ Years experience working with children or in an educational role.

Benefits:

This position is not eligible for employee benefits.

Physical Demands:

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ROSS VALLEY
CHARTER
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**ROSS VALLEY CHARTER
Fairfax, California**

**Position Description
Music Teacher - Part-Time**

About Ross Valley Charter:

Ross Valley Charter is a public charter school located in Fairfax, California serving students in grades TK-5. Founded by a group of dedicated teachers and community members.

Several features distinguish RVC from a traditional public school experience:

- We utilize a multi-age classroom model. We have TK-1 students learning together, 2nd and 3rd together, and 4th and 5th together.
- We share a belief that inquiry-driven, project-based learning provides the best opportunities to students to grow their understanding of academic content.
- Our program equally nurtures students' social-emotional needs as well as their academic needs.
- Parent involvement is central to our school culture. Families are strongly encouraged to contribute to our school community.
- As a small school, our staff, parents and students have a strong voice in the direction the school follows. Our whole school community is able to shape the school in the image that the community believes best meets the needs of children.

RVC is committed to:

- Developing students who are self-motivated, competent, self-disciplined and socially responsible learners.
- Partnering staff, students, parents and community to create a unique, challenging and individualized learning environment with high academic standards and expectations.
- Applying academic learning to meaningful real-life activities and situations through project-based programs.
- Respecting diversity and whole child development – cognitive, emotional, social and physical.

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The Position:

We are currently seeking a Music Teacher to teach weekly Music classes to kindergarten through fifth grade students. This will be a part-time position, teaching one Music class weekly for each of our TK-3rd grade classes and Music Ensemble classes twice weekly to our 4th – 5th grade students. Each class runs approximately 45 minutes.

As part of the job's responsibilities, the Music Teacher is expected to fulfill duties in the following areas:

- Deliver a student-centered creative environment for students
- Instruct students in the elements and principles of music through singing, movement, playing instruments, and performances.
- Collaborate with classroom teachers to coordinate music instruction with classroom curriculum.
- Implement a dynamic, creative approach to music education.
- Plan and implement student performances at school and community events.
- Make music accessible and meaningful to each student.
- Support the mission, vision, and core values of Ross Valley Charter.
- Perform other related duties as required and assigned.

Qualifications:

- Prior experience in establishing creative environments whereby music is explored, discovered, and analyzed both in and out of the classroom
- Experience in the Orff Approach preferred
- Experience implementing youth chorus activities preferred
- Bachelor's degree in music education or music strongly preferred
- Minimum of two years of teaching experience preferred
- California Music credential preferred
- Proficiency with technology
- Strong oral and written communication skills
- Highly collaborative
- Experience working with diverse youth strongly preferred
- Spanish language skills a plus

Required knowledge, skills & abilities:

- Passion for music and the ability to share that passion with students
- Knowledge of music concepts using a variety of instruments and tools
- Knowledge of child cognitive development and various learning styles
- Familiarity with social-emotional teaching strategies
- Ability to collaborate with colleagues, parents and community
- Any credential required by existing California law and regulation

Salary range:

Competitive based upon experience.

Benefits:

This position is not eligible for employee benefits.

Physical Demands:

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ROSS VALLEY CHARTER
Fairfax, California

Position Description
Office Assistant and Lunch/Recess Supervisor, Part-Time

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About the Position

SUMMARY OF DUTIES:

This unique, entry-level position is ideal for a self-motivated multi-tasker who is capable of working with both children and adults in a kind, cooperative manner. This position will spend a few hours in the school office performing various office duties: answering phones, greeting visitors, helping students and staff, etc. You will also supervise morning recess and afternoon lunch/recess.

This position will be on campus 5 days/week for about five hours each day, approximately 10am-3pm.

Key duties:

- Supervise students outside of class, on the playground and/or in the lunch area.
- Remain alert to problems which may disrupt the educational process or who might be physically harmful to persons or property.
- Assist in setting up lunchroom.
- Answer phones.
- Greet students and other visitors.
- Communicate harmoniously with parents and school staff.
- Complete paperwork as necessary.
- Participate in meetings and in-service training programs
- Other duties as assigned.

LICENSES REQUIRED

Ability to obtain CPR/First Aid Certificate

QUALIFICATIONS

Bachelor's Degree, preferred
Experience with children, preferred
Bilingual (Spanish), preferred

Knowledge of:

- Concepts of child development and behavior
- Conflict resolution techniques
- Clerical duties and necessary skills

Ability to:

- Model desired behaviors
- Remain calm when emotions are running high
- Maintain a patient, warm, receptive attitude towards students
- Communicate effectively with school staff and parents
- Work independently
- Multi-task with many interruptions.
- Work with confidentiality and discretion
- Answer phones

Benefits:

This position is not eligible for employee benefits.

Physical Demands:

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ROSS VALLEY CHARTER
Fairfax, California

Position Description
Office Manager

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About the Position

The Office Manager is expected to:

- Promote and maintain a positive and effective school climate by ensuring that all interactions with staff, students, parents, and the public at large are prompt, efficient, helpful and friendly.
- Assist students, parents, and teachers in the school office.
- Supervise the preparation of student enrollment and attendance reports.

- Supervise the maintenance of confidential student records, including assessment results, test scores, discipline citations, medical reports and records, and other documents.
- Supervise student medication dispensation and injury reports.
- Supervise requisitions; receive, and distribute/store classroom, school office and work-room materials and supplies; maintain ongoing inventory; process packing slips.
- Prepare and process field trip requests.
- Support the School Director in the developing school budgets; prepare budget changes as appropriate; monitor charter school budget.
- Prepare and maintain purchase orders and other expense records; approve, log, and monitor expenditures; reconcile site records with monthly financial reports; resolve discrepancies; and ensure expenditures are within budget allowances for the month and year.
- Organize interview process for hiring certificated and classified staff.
- Serve as the custodian of school office records.
- Arrange for conferences and travel of administrators and staff; prepare related purchase order or payment requisitions; and follow up with receipts, invoices, and expense claims.
- Maintain relevant event and appointment calendars
- Publish and distribute regular school communications with families
- Investigate circumstances of employee on---the---job injuries; prepare required documentation; and report safety hazards to School Director.
- Jointly with the School Director, scrutinize facility wear and tear and makes recommendations as to facility improvement (i.e., carpet replacement, exterior and interior paint, turf).
- Recognize problems and impediments and report them promptly with options for solutions to the School Director; promote and assist with constructive resolutions.
- Establish and maintain professional and cooperative working relationships with all stakeholders: parents, students, staff, neighbors, and partners.
- Prepare reports on student performance assessment data.
- Perform other duties as assigned by the charter School Director.

MINIMUM QUALIFICATIONS

Relevant and Appropriate Experience

- Proficient in MS Office suite of applications
- Experience with (or willingness and ability to learn) cloud based productivity software (such as the Google Drive suite), and student information systems.
- Bachelor's degree or higher highly preferred
- Strong oral and written communication skills
- Highly collaborative

Physical demands

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Salary and benefits

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ROSS VALLEY CHARTER
Fairfax, California

Position Description
Physical Education Teacher, Part-Time

About Ross Valley Charter:

Ross Valley Charter is a public charter school located in Fairfax, California serving students in grades TK-5. Founded by a group of dedicated teachers and community members, RVC opened our doors on August 2017. Our school shares a beautiful campus with White Hill Middle School in Fairfax.

Several features distinguish RVC:

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About the position:

The Physical Education teacher is in charge of our students' PE classes. The teacher brings healthy play and physical activity to our school and promotes a positive environment for learning and teaching. The teacher will teach cooperative games and instilling a love of play in all students. Our classes are about fun, joy and physical activity. This is a part-time role, teaching each of our eight classrooms PE for about two hours each week.

As part of the role's responsibilities, the Director of Play and Physical Education is expected to fulfill duties in the following areas:

- Develops and implements engaging, age-appropriate curriculum for students involving physical education, cooperative games, and other "learn through play" content
- Teaches Physical Education to each class at least twice weekly during the regular school day
- Teaches cooperative games during PE so that those games can be played safely during Recess
- Maintain communication and a professional relationship with school staff, teachers, administration, families, and volunteers
- Maintains and manages all equipment for PE and recess
- Implements state Physical Fitness Assessment to students; reports data to CDE (Grade 5)
- Other duties as assigned

QUALIFICATIONS

- High school diploma required; college degree strongly preferred
- Experience teaching PE or leading youth activities, particularly for ages 5-11.
- Experience in education, coaching or related field
- Demonstrated experience leading and/or teaching groups of children with the ability to engage and inspire youth
- Knowledge of cooperative games as well as traditional sports
- Valid Clear Physical Education credential (preferred)
- Ability to complete CPR/First Aid Training
- Highly collaborative
- Any credential required by existing California law and regulation
- Spanish fluency (preferred)

ENVIRONMENT AND PHYSICAL ABILITIES

Environment:

Primarily Outdoor
Occasionally Indoor

Physical Abilities:

Ability to walk, run and/or stand for extended periods of time with exposure to a vast array of seasonal weather configurations.

Benefits:

This position is not eligible for employee benefits.

Physical Demands:

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ROSS VALLEY
CHARTER
A TK-5 Public School

ROSS VALLEY CHARTER
Fairfax, California

Position Description
School Director

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Who We Are Looking For

The School Director will be responsible for working with the Board as a “governance team” and with the parent community and teachers as partners, in a site council-like structure, to build a unity of purpose, communicate a common vision and create a positive organizational culture. An individual who has the skills to empower all staff and parent leaders to share ideas,

assume leadership, and solve problems collaboratively is ideal for this position.

We will consider candidates for this position who are:

- Believers in creating an environment in which all students can achieve academic excellence
- Open-minded and committed to constantly learning and improving
- Problem-solvers who appreciate challenge and work collaboratively to create solutions
- Committed to detail and can meet timelines and manage complex projects
- Organized and experienced in building airtight systems and processes that endure over time
- Skilled communicators, willing to reach out to students, parents, and teachers, and excellent teammates

The School Director will have the following mandate:

- Develop and oversee school operations. Develop systems and procedures to ensure seamless execution of all school operations each day, including, but not limited to, school lunch provision, transportation (arrival and dismissal), emergency plans, facility maintenance and upkeep, and supply and asset inventory and maintenance (technology, books, classroom supplies).
- Develop systems to manage student data and compliance. Manage the school registration process; support student recruitment activities to ensure school is fully enrolled; serve as resident expert on the student information system and ensure accuracy of this system; develop and support implementation of school schedule; and ensure the school is adhering to all local/state compliance and reporting requirements.
- Under the direction of the volunteer CFO, manage school finances and accounting. Actively manage the school budget throughout the year by participating in monthly budget meetings to review budget variances and actively monitor school spending; supervise the school Office Manager who will do accounting entries, reconciliation and production of financial reports; manage the school purchasing process by establishing clear systems for staff to request items, and supervising the Office Manager who will implement these procedures.
- Coordinate school-based academic support. Work with leadership team to manage logistical elements of major student assessments; support logistics of school-wide events and off-site events, including field trips, Family Nights, and Orientations.
- Support school-level human resources. Partner with the leadership team to onboard new hires and to ensure teachers meet compliance and certification requirements.
- Create an environment in which growth is expected. Offer and receive constructive feedback from colleagues in order to create a professional working atmosphere that aspires to excellence and is conducive to constant improvement; dive humbly into school-wide and individual professional development, including pre-service training over the summer and weekly sessions during the academic year.

Candidates for the School Director position should meet the following requirements:

- California Administrative Services Credential; Master's degree required

- 3-7 years prior work experience in school management preferred – business or operations management desirable.
- Demonstrate organizational, project planning, computer (Word, PPT, Excel), and verbal and written communication skills; comfort with budget tracking and financial oversight ideal.

Salary and Benefits

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ROSS VALLEY CHARTER
Fairfax, California

Special Education
Resource Specialist Teacher

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About the Position

SUMMARY OF DUTIES:

The Special Education Educator will be a kind, competent, highly-motivated individual who is capable of working with a wide range of students.

The Resource Specialist provides:

- 1) Support for the instructional program for students with special needs;
- 2) Pertinent information and consultant services to staff members and parents;
- 3) On---going student assessment and evaluation;
- 4) On---going planning with regular classroom teachers and also promotes and supports the school Student Study Team/SST.
- 5) Instruction in all the content areas.

Essential Duties and Responsibilities:

- Develops educational plans (IEPs) for the purpose of meeting the individual needs of exceptional students
- Evaluates students for the purpose of identifying student needs
- Coordinates services to students for the purpose of ensuring efficient instructions and an effective cohesive program
- Teaches/instructs students for the purpose of ensuring successful progress towards student's goals and objectives
- Consults/collaborates with staff, parents, and agencies for the purpose of ensuring appropriate delivery of services and adherence to due process
- Schedules services for students for the purpose of providing efficient and effective services for students
- Knowledge and skill to provide instruction in the areas of English language Arts, math, and algebra

Education and/or Experience:

- Bachelor's Degree, including appropriate coursework in education
- Special Education Credential and Resource Specialist Certificate (or be eligible for an Emergency Credential or waiver)
- A valid California driver's license and proof of automobile insurance.
- Department of Justice fingerprint clearance
- Minimum three years teaching experience

Skills, Knowledge and/or Abilities Required:

Knowledge of:

- K---12 core curriculum content
A variety of appropriate assessment tools to identify students with special needs
- How to implement an integrated instructional program
- How to write effective, meaningful student goals and objectives

- Appropriate options of delivery methods and services
- How to coordinate services with the regular education classroom and program
- Appropriate modifications and/or accommodations and interventions of classroom curriculum
- Due process rights and procedures
- Effective interpersonal communication techniques

Ability to:

- Coordinate service with the regular education teacher and work with core curriculum
- Administer a variety of assessments
- Plan for effective, meaningful integration of student instruction
- Implement curriculum that addresses student goals and objectives
- Deliver methods and services to match specific student needs
- Work with regular teachers in a team effort to plan curriculum and student support
- Develop and implement modifications and intervention strategies
- Document necessary federal and state due process rights and procedures
- Work with staff using effective communication techniques

Skills to:

- Work with core curriculum and know where and how to access core curriculum content material
- Interpret and evaluate assessment results
- Coordinate curricular areas to help establish an integrated program for each student
- Conduct on--going evaluation of student goals and objectives
- Evaluate effectiveness of strategies and techniques used and adjust instruction and delivery as needed
- Work on a daily basis with teachers to develop and maintain teaming/communication
- Support classroom modifications and intervention strategies
- Translate all necessary documentation in an understandable format on Special Education forms and files
- Use effective and appropriate communication techniques with students, parents, staff, agencies and community members
- Work with students with exceptional needs
- Modify core curriculum and implement appropriate teaching strategies

Qualifications:

- Education Specialist Instruction Credential required
- Multiple Subject Teaching Credential desired
- Language Skills: Have a great command of the English language. Spanish Bilingual preferred.
- Mathematical Skills: Mastery of basic math and Algebra.

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- Reasoning Ability: Able to initiate tasks, plan, and problem solve
- Personal Qualities: Prompt, team player, flexible
- Transportation: Able to drive to locations assigned to provide supports and services, to professional development opportunities

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18. All loan documents, including but not limited to, the loan applications, loan agreements and status of loans.

**CALIFORNIA SCHOOL FINANCE AUTHORITY
CHARTER SCHOOL REVOLVING LOAN FUND PROGRAM
LOAN AGREEMENT NUMBER 17-10**

Ross Valley Charter School
CDS CODE: 21-77065-0135350
CHARTER NUMBER: 1790
101 Glen Drive
Fairfax, CA 94930

This loan agreement is made the Ninth day of May 2017, between Ross Valley Charter School (Loan Recipient) and the California School Finance Authority (Authority).

RECITALS

- A. The Loan Recipient has applied to the Authority for a reservation of funds under the Charter School Revolving Loan Fund Program (Program) and the Loan Recipient's application, which is attached hereto as Exhibit A, has been determined by the Authority to meet Program eligibility requirements,
- B. The Loan Recipient has applied for and been approved by the Authority pursuant to Authority Resolution 17-16 for the issuance of a loan to support the operations of the Charter School consistent with the terms of the Charter School's charter.
- C. The Authority proposes to reserve \$250,000 from the Charter School Revolving Loan Fund for the purposes described herein.
- D. The term of this Loan Agreement shall be from the date of this Loan Agreement, hereinabove, through the term of the loan, unless at the Authority's discretion the time period is amended in writing. In no circumstance may the term of this Loan Agreement exceed the period of five years.
- E. This award to the Loan Recipient is contingent upon the availability of funds under the Program.
- F. The purpose of this Loan Agreement is to set forth the terms and conditions upon which the Authority will provide the funds to the Loan Recipient.

NOW, THEREFORE, the Authority and the Loan Recipient agree as follows:

ARTICLE I – DEFINITIONS

Section 1.1– ELIGIBLE USE means the use of Program funds for the purposes of supporting the operations or financing of the Charter School consistent with the Charter School's charter.

Section 1.2 – EXECUTIVE DIRECTOR means the Executive Director authorized to act on behalf of the Authority.

Section 1.3 – PROGRAM means the Charter School Revolving Loan Fund Program.

Section 1.4 – PROGRAM DOCUMENTS means this Loan Agreement, Program Regulations, Loan Recipient's Application, and Authority Resolution 17-16, including any and all exhibits or attachments to such documents.

**CALIFORNIA SCHOOL FINANCE AUTHORITY
CHARTER SCHOOL REVOLVING LOAN FUND PROGRAM
LOAN AGREEMENT NUMBER 17-10**

Section 1.5 – LOAN TERM means the Four (4) year period commencing from the first payment date, unless the loan amount has been paid in full or at the Authority's discretion the time period is amended.

Section 1.6 – LOAN RECIPIENT means Ross Valley Charter School, 21-77065-0135350, 101 Glen Drive, Fairfax, CA 94930.

Section 1.7 – REGULATIONS OR PROGRAM REGULATIONS means the California Code of Regulations, Title 4, Division 15, Article 1.6 (commencing with section 10170.24), as may be amended from time to time.

Section 1.8 – AUTHORITY means the California School Finance Authority.

Section 1.9 – APPLICANT OR CHARTER SCHOOL means Chartering Authority or Charter School.

Section 1.10 – FUND means the Charter School Revolving Loan Fund established pursuant to Education Code section 41365(a).

ARTICLE II – DELEGATION OF AUTHORITY

Section 2.1 – Pursuant to Authority Resolution 17-16, the Executive Director is authorized to take actions for, and on behalf, and in the name of the Authority, including, but not limited to:

- (a) Taking all steps necessary with respect to the Loan Recipient including notifying the Loan Recipient whether its Application has been approved for funding, preparing and executing the final form of Loan Agreement and disbursing Program funds pursuant to the Loan Agreement and the Authority's Regulations;
- (b) Drawing money from the Fund, not to exceed the amount approved by the Authority for the Loan Recipient.
- (c) Executing and delivering to the Loan Recipient any and all documents necessary to complete the transfer of Program funds; and
- (d) Undertaking any and all actions and to execute and deliver any and all documents that the Executive Director deems necessary or advisable in order to effectuate the purposes of the Authority Resolution approved by the Authority.

ARTICLE III – REPRESENTATIONS AND WARRANTIES

The Loan Recipient makes the following representations and warranties to the Authority:

Section 3.1 – LEGAL STATUS. The Loan Recipient represents and warrants that for the Charter School for which funds have been awarded:

- (a) The charter school is established pursuant to Education Code section 47600 et seq.
- (b) An approved charter has been awarded and is in place and current at the time this Loan Agreement is executed and throughout the Loan Term.
- (c) The charter school is in good standing with its chartering authority and is in compliance with the terms of its charter at the time this Loan Agreement is executed. The Authority will rely on information from the chartering authority regarding the charter school's good standing and compliance with the terms of its charter.

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- (d) The charter school has a County-District-School (CDS) Code and charter number issued by the California Department of Education.

ARTICLE IV – CONDITIONS PRECEDENT TO DISBURSEMENT OF PROGRAM FUNDS

The obligation of the Authority to make any disbursements under this Loan Agreement is subject to all of the following conditions:

Section 4.1 – EVENT OF DEFAULT. There shall not exist an Event of Default, as defined in this Loan Agreement, and there shall exist no event, omission or failure of condition, which, after notice of lapse of time, would constitute an Event of Default, as defined in this Loan Agreement.

Section 4.2 – DOCUMENTATION. The Loan Recipient shall deliver to the Authority in form and substance satisfactory to the Authority this Loan Agreement and any other documents required by the Authority.

Section 4.3 – CERTIFIED RESOLUTION. This Loan Agreement and any amendments hereto shall be accompanied by a certified resolution from the Loan Recipient's governing body authorizing its execution.

Section 4.4 – FUNDING CONDITIONS. The Loan Recipient has met all terms and conditions of funding in accordance with the Regulations and the Authority's Resolution Number

Section 4.5 – FINANCING APPROVAL. The Loan Recipient has received approval from the Authority for the issuance of Program funds; provided that such approval includes the requirement for repayment through an intercept of funds pursuant to Education Code section 17199.4.

Section 4.6 – TERMS OF COMMITMENT. In the event the Loan Recipient has not fulfilled all terms and conditions precedent as set forth in this Article IV, the Authority's obligation under this Loan Agreement shall automatically terminate, unless at the Authority's discretion, compliance by the Loan Recipient has been waived by the Authority in writing.

ARTICLE V – PROGRAM DISBURSEMENT PROCEDURES

Section 5.1 – DISBURSEMENT PROCEDURES. Disbursement of the Program funds shall occur once the Authority makes the loan award determination; provided however that no Program funds shall be disbursed until this Loan Agreement is executed by all parties.

Section 5.2 – DISBURSEMENT PROCESS. Program funds shall be disbursed directly to the Loan Recipient.

Section 5.3 – AMOUNT OF DISBURSEMENT. Program funds shall be disbursed up to the amount authorized pursuant to this Loan Agreement.

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ARTICLE VI – REPAYMENT PROVISIONS

Section 6.1 – LOAN REPAYMENT. Loan repayment shall begin the fiscal year after the Loan Recipient receives Program funds. Loan Recipient shall be obligated to repay the Program in Four(4) years, with each annual payment representing the initial principal amount of the loan, plus interest based on the rate described in section 6.2. For purposes of determining the year in which the Loan Recipient begins repayment, the Authority shall consider receipt of Program funds to occur on the date that the Accounting Division of the State Treasurer's Office processes the payment for the Loan Recipient. The repayment schedule, once completed by the Authority, will be submitted to the Loan Recipient and attached as EXHIBIT B. If a Charter School fails to open within the next fiscal year after receiving their loan disbursement, the Charter School will be invoiced for the full loan amount, which must be repaid within 60 days, unless granted an extension.

Section 6.2 – INTEREST RATE. Interest on the loan shall be based on an interest rate equal to the rate earned by money in the Pooled Money Investment Account as of the date of disbursement of the funds to the charter school, per section 6.1.

Section 6.3 – INTERCEPT OF LOAN PAYMENTS. Loan payments shall be made by intercepting the Charter School's state revenue. Payment amounts reflected in the loan repayment schedule, or partial payments depending on the availability of revenue, shall be intercepted until the loan is paid in full. If the annual payment obligation cannot be made through the intercept process, the Authority may invoice the Loan Recipient directly for payment of any outstanding amounts.

Section 6.4 – ACCOUNTS RECEIVABLE. The Authority shall set up accounts receivable for any Charter School that is past due on loan repayment or that has defaulted on repayment of a Loan.

Section 6.5 – COLLECTION OF LOAN PAYMENTS. If loan payments are not made using the intercept process, the Authority may invoice the Charter School. In the event the Charter School is unable to repay the loan and the Charter School is operated by an affiliated organization or chartering authority, the Authority shall require the affiliated organization or chartering authority to make annual payments or repay the total outstanding loan amount.

ARTICLE VII – AFFIRMATIVE COVENANTS

Section 7.1 – LEGAL COMPLIANCE. The Loan Recipient shall:

- (a) Comply with the Program statute and regulations, as such may be amended from time to time, throughout the Program Period.
- (b) Ensure that the expenditure of all loan funds is consistent with the intent of the Program and solely for the purpose of supporting the operations and financing of the Charter School.

Continued and uninterrupted compliance with all Program requirements is the Loan Recipient's responsibility.

Section 7.2 – ACCOUNTING RECORDS. The Loan Recipient shall maintain an accounting system that accurately reflects fiscal transactions, with necessary controls and

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safeguards. This system shall provide an audit trail, including original source documents such as teacher salaries, lease agreements, contracts, receipts, progress payments, invoices, etc. These records shall be retained for the full period of the loan. Such books and accounts shall be available for audit and/or review upon request by the Authority and the Bureau of State Audits.

Section 7.3 – LITIGATION. The Loan Recipient shall promptly notify the Authority in writing of any administrative action or litigation, pending or threatened, by or against the Loan Recipient or otherwise related to the Loan Recipient. For purposes of this item, the term “Loan Recipient” shall include the charter school, the parent company of the charter school, and any subsidiary of the charter school if the subsidiary is involved in or will be benefited by the Program. In addition to each of these entities themselves, the term “Loan Recipient” shall also include the direct and indirect holders of more than ten percent (10%) of the ownership interests in the entity, as well as the officers, directors, principals and senior executives of the entity if the entity is a corporation, the general and limited partners of the entity if the entity is a partnership, and the members or managers of the entity if the entity is a limited liability company.

Section 7.4 – NOTICE TO AUTHORITY. The Loan Recipient shall:

- (a) Notify the Authority, within thirty (30) days, of a Loan Recipient’s determination to defer opening until the next fiscal year OR close operation altogether and provide clarification to the Authority on how the the loan balance will be repaid.
- (b) Notify the Authority if a charter school’s charter is not renewed or is revoked at any time during the Loan Term, within thirty (30) days of receipt of notification of such action, including providing the Authority with a copy of the document provided by the chartering entity notifying the charter school of such action and provide clarification to the Authority on how the the remaining loan balance will be repaid.
- (c) Notify the Authority, within thirty (30) days, of any material changes to the facilities, enrollment, charter, nonprofit status, or financial condition.
- (d) Notify the Authority, within thirty (30) days, of a Loan Recipient’s determination that all or a portion of loan funds are no longer needed for their intended use, as identified in the Application, and provide clarification to the Authority on how the remaining loan balance will be repaid .

Section 7.5 – RELEASE. The Loan Recipient hereby waives all claims and recourse against the Authority including but not limited to the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to, this Loan Agreement, the Loan Recipient’s use of the Program proceeds or the Loan Recipient’s business operations. The provisions of this section shall survive the termination of this Loan Agreement.

Section 7.6 – INDEMNIFICATION. The Loan Recipient shall defend, indemnify, and hold harmless the Authority, and the State, and all officers, trustees, agents and employees of the same, from and against any and all claims, losses, costs, damages, or liabilities of any kind or nature, whether direct or indirect, arising from or relating to the Program or the Authority. The provisions of this section shall survive termination of this Loan Agreement.

Section 7.7 – AUDITS. The Loan Recipient shall comply with any audit provisions as may be required bit the Authority, State Controller, or the Bureau of State Audits.

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ARTICLE VIII – DEFAULT AND REMEDIES

Section 8.1 – EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Loan Agreement:

- (a) Any representation or warranty made by the Loan Recipient or anyone acting on its behalf, hereunder or under any of the Program Documents, is incorrect in any material respect.
- (b) The Loan Recipient's failure to perform or abide by any term or condition of this Loan Agreement (including all requirements and covenants in Articles III through VII herein) or other Program Documents or comply with any other agreements between the Loan Recipient and the Authority relating to the Program.
- (c) Any substantial or continuous breach by the Loan Recipient of any material obligations of the Loan Recipient imposed by any agreements other than the Program Documents with respect to the Program.
- (d) The Loan Recipient's failure to generate sufficient revenue available for intercept or to pay an invoice to meet its repayment obligations in accordance with their loan repayment schedule.
- (e) The Loan Recipient's failure to repay the loan in any instance.
- (f) The Loan Recipient's failure to remain in good standing with its chartering authority or in compliance with its charter during the term of the loan.
- (g) The Loan Recipient's failure to notify the Authority if there are any material changes to the school and/or its charter.

Section 8.2 – NOTICE OF LOAN RECIPIENT'S DEFAULT AND OPPORTUNITY TO CURE. The Authority shall give written notice to the Loan Recipient of any Event of Default by specifying: (a) the nature of the event or deficiency giving rise to the Event of Default; (b) the action required to cure the Event of Default, if an action to cure is possible; and (c) a date, which shall not be less than thirty (30) calendar days from the mailing of the notice, by which such action to cure must be taken, if an action to cure is possible, provided, however, except with respect to a monetary Event of Default, so long as the Loan Recipient has commenced to cure within such time, then the Loan Recipient shall have a reasonable period, as determined by the Authority, thereafter within which to fully cure the Event of Default.

Section 8.3 – REMEDIES. In an Event of Default, the Authority may pursue any remedy available to it in law or in equity, including, but not limited to, forfeiture and return of all Program funds and any accrued interests.

ARTICLE IX – MISCELLANEOUS

Section 9.1 – AMENDMENTS. This Loan Agreement may only be amended, changed or modified in writing signed by the Loan Recipient and the Authority.

Section 9.2 – ASSIGNMENT. This Loan Agreement may not be assigned or transferred in any way by the Loan Recipient without the written consent of the Authority, such consent to be granted only if the assignee or transferee is a charter school meeting all of the requirements of this Loan Agreement and the Program Regulations, and which has agreed in writing to accept the terms of this Program Loan Agreement.

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Section 9.3 – ENTIRE LOAN AGREEMENT. This Loan Agreement, together with all agreements and documents incorporated by reference herein, constitutes the entire Loan Agreement of the parties and is not subject to modification, amendment, qualification or limitation except as expressly provided herein.

Section 9.4 – NOTICES. Unless otherwise expressly specified or permitted by the terms hereof, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first-class mail, postage prepaid and addressed as follows:

- (i) If to the Loan Recipient:
Attn: Mr. Conn Hickey, CFO & Treasurer
P.O. Box 791
Fairfax, CA 94978

- (ii) If to the Authority:
Attn: Katrina Johantgen, Executive Director
California School Finance Authority
300 S. Spring Street, Suite 8500
Los Angeles, CA 90013

Section 9.5 – COUNTERPARTS. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

Section 9.6 – GOVERNING LAW, VENUE. This Loan Agreement shall be construed in accordance with and governed by the Constitution and laws of the State of California applicable to contracts made and performed in the State of California. This Loan Agreement shall be enforceable in the State of California and any action arising hereunder shall (unless waived in writing by the Authority) be filed and maintained in Sacramento, Sacramento County, California.

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IN WITNESS WHEREOF, the parties hereto have caused this Loan Agreement to be executed in day and year first hereinabove written.

Ross Valley Charter School:

By: 
Mr. Conn Hickey, CFO & Treasurer

Date: 6-6-17

Print Contact Name, Contact Title: CFO

and

CALIFORNIA SCHOOL FINANCE AUTHORITY:

By: _____
Katrina Johantgen, Executive Director

Date: _____

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EXHIBIT A

APPLICATION

**CALIFORNIA SCHOOL FINANCE AUTHORITY
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EXHIBIT B

LOAN REPAYMENT SCHEDULE

**California School Finance Authority
Charter School Revolving Loan Fund Program**

Loan Repayment Schedule for:

Charter School Name: Ross Valley Charter School
Charter Number: 1790
CDS Code: 21-77065-0135350
Authorizing Entity: State Board of Education
County: Marin

Principal Payments Paid:	
Repayment Period (Years):	4
Outstanding Balance:	\$250,000.00

Loan Amount: \$250,000 **PMIA Interest Rate:** 0.98%
Repayment Period (Years): 4 **Daily Interest Rate:** 0.002685%
Date of Disbursement: 06/19/17 **Date Payment Begins:** 09/20/17
Annual Principal Repayment Amount: \$62,500 **Final Adjustment Payment:** \$27.66

Repayment Year	Year 1	Year 2	Year 3	Year 4	Year 5
Fiscal Year	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Beginning Loan Balance	\$ 250,000.00	\$ 187,500.00	\$ 125,000.00	\$ 62,500.00	n/a
Principal Payment	\$ 62,500.00	\$ 62,500.00	\$ 62,500.00	\$ 62,500.00	n/a
Interest Payment	\$ 1,691.52	\$ 1,637.86	\$ 1,040.78	\$ 439.50	n/a
Total Annual Repayment	\$ 64,191.52	\$ 64,137.86	\$ 63,540.78	\$ 62,939.50	n/a
Adjustment for Cents	\$ (6.52)	\$ (6.86)	\$ (6.78)	\$ (7.50)	n/a
Total Annual Offset Amount	\$ 64,185.00	\$ 64,131.00	\$ 63,534.00	\$ 62,932.00	n/a
Ending Loan Balance	\$ 187,500.00	\$ 125,000.00	\$ 62,500.00	\$ -	n/a

Principal Payment Offsets

September	\$ 10,416.00	\$ 10,416.00	\$ 10,416.00	\$ 10,416.00	n/a
October	\$ 10,416.00	\$ 10,416.00	\$ 10,416.00	\$ 10,416.00	n/a
November	\$ 10,416.00	\$ 10,416.00	\$ 10,416.00	\$ 10,416.00	n/a
December	\$ 10,416.00	\$ 10,416.00	\$ 10,416.00	\$ 10,416.00	n/a
January	\$ 10,416.00	\$ 10,416.00	\$ 10,416.00	\$ 10,416.00	n/a
March	\$ 10,416.00	\$ 10,416.00	\$ 10,416.00	\$ 10,416.00	n/a
Total	\$ 62,496.00	\$ 62,496.00	\$ 62,496.00	\$ 62,496.00	\$ -

Interest Payment Offsets

September	\$ 624.00	\$ 911.00	\$ 607.00	\$ 305.00	n/a
October	\$ 225.00	\$ 137.00	\$ 98.00	\$ 44.00	n/a
November	\$ 190.00	\$ 138.00	\$ 81.00	\$ 30.00	n/a
December	\$ 170.00	\$ 117.00	\$ 70.00	\$ 26.00	n/a
January	\$ 162.00	\$ 125.00	\$ 71.00	\$ 16.00	n/a
March	\$ 318.00	\$ 207.00	\$ 111.00	\$ 15.00	n/a
Total	\$ 1,689.00	\$ 1,635.00	\$ 1,038.00	\$ 436.00	\$ -

*Offsets are made in whole numbers. The total cents will be invoiced to the school at the end of the loan term.

CHARTER SCHOOLS LEGAL DEFENSE FUND
LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") is entered into as of December 1, 2016 between California Charter Schools Association, a California nonprofit corporation ("Lender") and Ross Valley Charter School, a California nonprofit corporation ("Borrower").

RECITALS:

A. Borrower has requested that Lender provide it with a credit facility ("Loan") as more particularly set forth in this Agreement, and Lender has agreed to provide the requested Loan to Borrower on the terms and conditions set forth herein.

B. The proceeds of the Loan will be used to finance attorneys' fees incurred by Borrower in Ross Valley Charter School et al. v. Ross Valley School District et al., Case No. CIV1604180, Marin County Superior Court, which it filed to prevent Ross Valley School District from rejecting Borrower's attendance projection in its request for facilities under Proposition 39 ("Project") and for no other purpose.

C. Lender has determined that the Project presents and involves issues of material importance to it in the furtherance of its exempt educational purposes under Section 501(c)(3) of the Internal Revenue Code – namely, the promotion and protection of the charter school movement in the State of California;

D. Borrower's obligations to repay the Loan shall be evidenced by a promissory note (the "Note") in the form attached hereto as Exhibit A.

NOW, THEREFORE, Lender and Borrower hereby agree as follows:

SECTION 1. DEFINITIONS. Capitalized terms that are used herein but not otherwise defined herein shall have the following meanings:

"Commitment Limit" means Forty Thousand Dollars (\$40,000).

"Default" means any event or circumstance which, with the giving of notice or the passage of time (or both) would become an "Event of Default" as defined in Section 6.

"Loan Documents" means, collectively, this Agreement, the Note and all other agreements, instruments, certifications, and other document executed and/or delivered from time to time in connection herewith or pursuant hereto, including all documentation, applications and other materials submitted to Lender by Borrower in connection with its application for this Loan.

SECTION 2. THE LOAN.

2.1. Loan Advances and Repayments. For services rendered on behalf of Borrower, CCSA shall pay Borrower or Borrower's counsel for the benefit of Borrower in installments as provided herein. Each aforementioned installment shall be considered an "Advance", which in no event shall be in an amount aggregating more than the Commitment Limit.

(a) Conditions for Advance. Lender shall be obligated to make an Advance only upon receipt of a request ("Request") from Borrower, or Law Firm as authorized by Borrower, which shall include, at a minimum, (1) a copy of an invoice for services rendered in connection with the Project, (2) documentary proof that Borrower has paid the invoice, if payment has been made, and (3) Borrower's representation that Borrower has reviewed the invoice and approved it as appropriate for payment. Provided that Lender finds the Request to be in order and to represent a legitimate Project expense, Lender shall make the Advance requested by issuing its plain check directly to Borrower or Law Firm within thirty (30) business days of its receipt of the Request. Requests shall be addressed to Lender's SVP Legal Advocacy/General Counsel, Ricardo Soto, and sent via e-mail to legalpay@ccsa.org.

(a) Schedule. Upon making each Advance, Lender shall record the amount thereof and the date made on a Schedule, substantially similar to the form attached to the Note, and such Schedule shall be conclusive in the absence of manifest error.

(b) Repayment. Except as otherwise provided herein, the outstanding principal of the Loan shall be repaid in twelve (12) equal installments, the first of which shall be due and payable at the later of: (i) December 1, 2018; or (ii) the day that is six (6) calendar months after the last Advance that Lender is obligated to make hereunder. The eleven (11) remaining installments shall be due and payable on the same day of each of the eleven (11) immediately successive calendar months until the Loan is repaid in full. Borrower may from time to time prepay all or any portion of the outstanding Loan principal. Any partial prepayment shall be applied to the installments remaining due in inverse order of maturity. Lender shall record the date and amount of all repayments on the Schedule. Notwithstanding the foregoing, the failure by Lender to record any required information on the Schedule shall not impair the obligation of Borrower to make any Loan repayment when due.

2.2. Interest. Except as otherwise provided herein, the outstanding principal of the Loan shall not bear interest. Following the occurrence and during the continuance of an Event of Default, the outstanding principal of the Loan shall, at the option of Lender, bear interest at the rate of ten percent (10%) per annum, but not in excess of the maximum rate permitted by law. Interest that has accrued but not been repaid shall be due and payable on the next succeeding date that principal payment is due and payable. Loan repayments shall first be applied to accrued but unpaid interest and, only after all accrued interest has been paid, shall any Loan repayment be applied to the outstanding principal. Interest shall be computed on the basis of a 365-day year and actual number of days elapsed. If there is any accrued but unpaid interest at the time of a prepayment, the prepayment shall first be applied to such accrued but unpaid interest, and only after the satisfaction thereof shall the remainder then be applied to installments of principal as aforesaid.

SECTION 3. CONDITIONS PRECEDENT TO ADVANCES.

Lender shall be obligated to make an Advance only if:

(a) Request. Lender shall have received a Request from Borrower, or Borrower's counsel as authorized by Borrower, for the Advance in form and substance reasonably satisfactory to Lender.

(b) Compliance with Warranties, No Default. Each of the representations and warranties set forth in Section 4 shall, in the reasonable discretion of Lender, be true and correct in all material respects, each Request being deemed to constitute an affirmation that each and all of the representations and warranties set forth in Section 4 are true and correct as of its date; and there shall exist no Default or Event of Default.

(c) Limits Not Exceeded. The aggregate outstanding principal of the Loan, after giving effect to the Advance requested, shall not exceed the Commitment Limit.

(d) Periodic Review. Lender reserves the right to periodically review the form and substance of the Project to ensure that all representations made by Borrower in the initial application are being given full effect. If Lender determines that the state of the Project is not the same or substantially similar to the initial representations, Lender reserves the right to discontinue funding.

SECTION 4. REPRESENTATIONS AND WARRANTIES. Borrower hereby makes the following representations and warranties to Lender, both as of the date hereof and as of the date of each Request:

(a) Borrower: (i) is a duly organized nonprofit corporation in good standing with the State of California; (ii) holds a valid unrevoked determination from the Internal Revenue Service that it is an organization described in Section 501(c)(3) of the Internal Revenue Code; and (iii) has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and the other Loan Documents to which it is a party;

(b) Borrower will utilize Loan advances only as contemplated by Recital B;

(c) Borrower has all requisite corporate power and authority to execute and deliver the Loan Documents and to perform each and all of its obligations thereunder. Borrower's execution and delivery of the Loan Documents has been duly authorized by all requisite corporate and other action. Each Loan Document constitutes a legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally, and the availability of equitable remedies;

(d) The execution, delivery and performance by Borrower of the Loan Documents: (i) do not require the approval or consent of any governmental agency or unit or any other person, except for such approvals and consents as have been obtained and remain in full force and effect;

(ii) will not result (with or without notice and/or the passage of time) in any conflict with or breach or violation of or default under, any provision of law, the articles of incorporation, bylaws or other governing document of Borrower, or any provision of any indenture, agreement or other instrument to which Borrower is a party, or by which it or any of its properties or assets are bound; and (iii) will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of Borrower, except as may be permitted by the Loan Documents.

SECTION 5. AFFIRMATIVE COVENANTS. Until all outstanding Loan principal, and any accrued interest thereon, has been paid in full, Borrower covenants and agrees to do the following:

(a) Borrower shall promptly inform Lender of the occurrence of any Default or Event of Default;

(b) Borrower shall not enter into any settlement of the lawsuit that constitutes the Project without the prior written consent of Lender, it being acknowledged that Lender, in its discretion, may condition its approval of a settlement on the immediate or accelerated repayment of all or a portion of the outstanding Loan principal and any accrued interest thereon, inasmuch as: (i) the Project is of material importance to Lender and the furtherance of Lender's exempt purposes; (ii) the Loan constitutes a meaningful amount to Lender; and (iii) a settlement entered into under circumstances that do not further Lender's exempt purposes constitutes an inappropriate use of Lender's assets and therefore justifies the immediate or accelerated repayment of the Loan or some portion thereof. Any immediate or accelerated repayment of all or some portion of the outstanding Loan principal and any accrued interest thereon pursuant to this paragraph (b) shall be treated as a prepayment described in Sections 2.1 and 2.2.

(c) Permit Lender and any of its employees, officers or agents, on demand, during Borrower's usual business hours, or the usual business hours of any third person having control thereof, to have access to and examine all of Borrower's records relating to Borrower's financial condition and the results of Borrower's operations, and permit Lender or any of its agents, employees or officers to copy and make extracts therefrom;

SECTION 6. EVENTS OF DEFAULT. An "Event of Default" shall mean, for all purposes under the Loan Documents, any one or more of the following:

(a) Borrower's failure to repay all or any portion of the outstanding Loan principal, and/or any accrued interest thereon, on the date the same is due, and the continuation of such failure for five (5) days or more after Lender's notice of such failure to Borrower, *provided* that if there shall have occurred two (2) of such failures during the term of this Agreement, any subsequent failure shall constitute an Event of Default without the need for notice or any period of cure;

(b) Borrower's failure to observe or perform any obligation or covenant on its part to be performed hereunder or under any other Loan Document, other than an obligation or covenant described in paragraph (a) above, and the continuation of such failure for thirty (30) days or more after Lender's notice of such failure to Borrower;

(c) If any representation and warranty, statement or certification made by Borrower herein or in any other Loan Document or that otherwise is delivered by Borrower to Lender in connection with the Loan shall fail to be true and correct in any material respect, *provided* that if the

cause of such failure is capable of remedy within thirty (30) days, then such failure shall constitute and Event of Default only after Lender provides notice of the same to Borrower and Borrower fails to correct such failure within thirty (30) days thereafter.

(d) Borrower's failure to pay any other indebtedness when due and the continuation of such failure beyond any period in which such failure can be cured under the terms and conditions of such indebtedness.

(e) The filing of any petition in bankruptcy (or the commencement of any similar state or federal proceeding) by or against Borrower that is not dismissed within sixty (60) days; or

(f) If any charter of Borrower to operate a charter school constituting a material part of its business activities is surrendered, revoked or not renewed, or if Borrower is enjoined, restrained or in any way prevented by court order from continuing to conduct all or any material part of its business activities.

SECTION 7. RIGHTS AND REMEDIES. If any Event of Default described in Section 6(e) shall occur, Lender's obligations to make any further Advances shall immediately terminate and all outstanding Loan principal and any accrued interest thereof shall automatically be and become immediately due and payable, without notice or demand. If any other Event of Default shall occur, Lender may, by notice to Borrower, decline to make any further Advances requested and/or declare all or any portion of the outstanding Loan principal and any accrued interest thereon to be immediately due and payable, whereupon all outstanding Loan principal and any accrued interest thereof shall be and become immediately due and payable, without further notice, demand or presentment. In addition, upon any Event of Default, Lender shall have the right to exercise any and all remedies available to it at law or in equity as well as any rights or remedies specified in any other Loan Document, all of which shall be cumulative and which may be exercised successively or concurrently. Borrower shall be further obligated to pay all reasonable costs of collection, including reasonable attorneys' fees incurred by Lender in connection with any enforcement actions taken hereunder. Further, the Borrower acknowledges that in the event of Default, Lender may take action to terminate existing or deny future Association membership of Borrower, its related entities and/or any of its principles, officers or governing board members.

SECTION 8. Joint Defense, Common Interest, Privilege and Confidentiality

(a) Lender and Borrower have common interests in the defense of the Project. In addition, a tripartite relationship exists between Lender, Borrower and Borrower's Counsel in regards to the Project such that Lender and Borrower have formed a coalition for a common purpose, the successful prosecution and/or defense of the claims raised in the Project. Moreover, sharing of the Common Interest Defense Information in confidence between Borrower and Lender is reasonably necessary for accomplishment of the purposes for which Borrower's Counsel was consulted.

(b) Accordingly, it is the intention of Lender and Borrower that the Common Interest Defense Information may be exchanged among them (including their employees, their Board members, their principals as necessary to the Project) and among their counsel (and to those individuals assisting counsel) and that such exchange has not and will not constitute a waiver of any privilege protecting the Common Interest Defense Information from disclosure including, without limitation, the attorney-client privilege and the work product doctrine.

(c) Common Interest Defense Information exchanged by Lender and Borrower shall remain confidential and shall be protected from disclosure except as allowed in this Section.

(d) Borrower and Lender have shared Common Interest Defense Information prior to execution of this Agreement in furtherance of the Project and the Loan. Such exchange also shall not constitute a waiver of any privilege for all of the reasons set forth in this paragraph and is subject also to the terms of this paragraph.

SECTION 9. NOTICES. Excluding Requests, as specified in Section 2.1(a) above, all notices or other communications required or permitted hereunder shall be sufficient if in writing and delivered by hand, sent by registered or certified mail, sent via e-mail (with such e-mail to be confirmed promptly in writing sent by first class mail), and shall be deemed to have been given or made when so delivered by hand or sent via e-mail during ordinary business hours, or three Business Days after being so mailed, in each case addressed as follows:

If to Lender:

ATTN: Danny Corwin, CFO
California Charter Schools Association
250 E. 1st Street, Suite 1000
Los Angeles, CA 90012
Fax No. (213) 244-1448
E-mail: dcorwin@calcharters.org

If to Borrower:

ATTN: Conn Hickey, Treasurer & CFO
Ross Valley Charter School
25 Deer Park Lane
Fairfax, CA 94930
Phone: 415-250-5879
E-mail: connbhickey@gmail.com

SECTION 10. MISCELLANEOUS.

(a) This Agreement shall be governed by California law, without regard to the effect of conflict of laws.

(b) This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that no Borrower may assign or transfer its right or obligations under this Agreement without the prior written consent of Lender.

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

(d) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such provision and such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or such Loan Document or affecting the validity or enforceability of such provision in any other jurisdiction.

(e) This Agreement constitutes an integrated agreement and supersedes all prior negotiations and agreements regarding the subject matter hereof. Any amendments hereto shall be in writing and shall be signed by all parties hereto. In the event of any dispute between the parties relating to any conflict in the interpretation, omission, or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party.

(f) Each party, to the extent that each has desired, has consulted with counsel of its choosing before executing this Agreement.

(g) Lender shall be deemed to have waived a Default or Event of Default only if in writing. No waiver of any Default or Event of Default shall be deemed a waiver of any other Default or Event of Default or of the same Default or Event of Default on a future occasion. No single or partial exercise by Lender of any of its rights, powers or privileges under this Agreement, or any delay in the exercise thereof, shall preclude other or further exercise thereof. No forbearance on the part of Lender in enforcing any of its rights under this Agreement, nor any renewal, extension or rearrangement of any payment or covenant to be made or performed by Borrower under the Loan Documents, shall constitute a waiver of any of the terms of the Loan Documents, or of any such right.

IN WITNESS WHEREOF, the parties have executed this Loan Agreement as of the date first set forth above.

Borrower:

Ross Valley Charter School

By: 

Printed Name: Conn Hickey

Title: Treasurer and CFO

Date: 2-22-16

Lender:

California Charter Schools Association

By: 

Printed Name: Danny Corwin

Title: CFO

Date: 1/3/17

Exhibit A

Form of Promissory Note

CCSA CHARTER SCHOOLS LEGAL DEFENSE FUND
PROMISSORY NOTE

\$40,000

December 1, 2016

FOR VALUE RECEIVED, Ross Valley Charter School, a California nonprofit corporation and California public charter school ("Borrower"), promises to pay to the order of CALIFORNIA CHARTER SCHOOLS ASSOCIATION, a California nonprofit public benefit corporation ("Lender"), the principal sum of Forty Thousand Dollars (\$40,000) or so much thereof as shall have been advanced (each an "Advance") by Lender to Borrower pursuant to the terms and conditions of that certain Loan Agreement of even date herewith (the "Loan Agreement"), as such Advances are reflected on a Schedule similar in content to the Schedule attached hereto.

Unless sooner paid pursuant to the Loan Agreement, the outstanding principal sum of the Advances shall be repaid in twelve (12) equal installments, the first of which shall be due and payable at the later of: (i) December 1, 2018, or (ii) the day that is six (6) calendar months after the last Advance that Lender is obligated to make under the Loan Agreement. The eleven (11) remaining installments shall each be due and payable on the same day of each of the eleven (11) immediately following calendar months until the Loan is repaid in full. Except as otherwise provided herein, the outstanding principal sum of the Advances shall not bear interest.

Following the occurrence and during the continuance of an Event of Default, as defined in the Loan Agreement, the outstanding principal sum of the Advances shall, at the option of Lender, bear interest at a rate of ten percent (10%) per annum, but not in excess of the maximum rate permitted by law. Interest that has accrued but not repaid shall be due and payable on the next succeeding date that any portion of the principal is due and payable. Loan repayments shall first be applied to accrued but unpaid interest, and only after all accrued interest has been paid shall any repayment be applied to outstanding principal. Interest shall be computed on the basis of a 365-day year and actual number of days elapsed. Borrower may from time to time prepay all or any portion of the outstanding principal sum of the Advances. Any partial prepayment shall be applied first to any accrued but unpaid interest and then to the principal installments remaining due in inverse order of maturity.

Repayments of outstanding principal and any interest thereon shall be made in lawful money of the United States of America to the Lender at 250 E. 1st Street, Suite 1000, Los Angeles, CA 90012 or such other address as the Lender may designate in writing from time to time by notice given in accordance with the Loan Agreement.

Lender shall record in a Schedule similar in content to the schedule attached hereto the date and amount of each Advance and the date and amount of each repayment hereunder. Information recorded on the Schedule shall be deemed conclusive in the absence of manifest error. Notwithstanding the foregoing, the failure by Lender to record any such information in the Schedule shall not impair the obligation of Borrower to make any payment hereunder when due.

Upon the occurrence of an Event of Default as defined in the Loan Agreement, Lender may exercise its remedies thereunder, which include, under the circumstances described in the Loan Agreement, the entire outstanding principal sum of all Advances, and any accrued interest thereon,

becoming immediately due and payable. Borrower further promises to pay all reasonable costs of collection, including reasonable attorneys' fees incurred by Lender in connection with any enforcement actions taken with respect to this Note.

Lender's waiver of its rights hereunder upon any one occasion shall not be deemed or construed to be a bar or waiver of any right or remedy of Lender on any future occasion.

This Note evidences indebtedness incurred by Borrower under the Loan Agreement of even date herewith, to which reference is made for a statement of the complete terms and conditions on which Borrower is required and permitted to make repayments and prepayments of the principal sum of all Advances, and any accrued interest thereon, evidenced by this Note. In the event of any conflict between this Note and the Loan Agreement, the Loan Agreement shall control.

All parties hereto, whether as makers, endorsers, or otherwise, severally waive presentment for payment, demand, protest and notice of dishonor.

THIS NOTE IS DELIVERED IN LOS ANGELES, CALIFORNIA, AND SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

Borrower: Ross Valley Charter School

By: 

Printed Name: Conn B Hickey

Title: Treasurer CFO



Please electronically initial and sign where requested to proceed with your SBA CARES Payment Protection Program loan.

Ross Valley Charter Appendices and
Supporting Documents



**Paycheck Protection Program
Borrower Application Form**

OMB Control No.: 3245-0407
Expiration Date: 09/30/2020

Check One:	<input type="checkbox"/> Sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> C-Corp <input type="checkbox"/> S-Corp <input type="checkbox"/> LLC <input type="checkbox"/> Independent contractor <input type="checkbox"/> Eligible self-employed individual <input checked="" type="checkbox"/> 501(c)(3) nonprofit <input type="checkbox"/> 501(c)(19) veterans organization <input type="checkbox"/> Tribal business (sec. 31(b)(2)(C) of Small Business Act) <input type="checkbox"/> Other	DBA or Tradename if Applicable	
Business Legal Name			
ROSS VALLEY CHARTER SCHOOL			
Business Address		Business TIN (EIN, SSN)	Business Phone
25 DEER PARK LANE		471755679	415-250-5879
FAIRFAX, CALIFORNIA 94930		Primary Contact	Email Address
		Conn Hickey	conn.hickey@rossvalleycharter.org

Average Monthly Payroll:	\$116,994.00	x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request:	\$270,653.00	Number of Employees:	24
Purpose of the loan (select more than one):					
<input checked="" type="checkbox"/> Payroll <input checked="" type="checkbox"/> Lease / Mortgage Interest <input checked="" type="checkbox"/> Utilities <input type="checkbox"/> Other (explain): <u>This is just a note to let you know that our</u>					

Applicant Ownership

List all owners of 20% or more of the equity of the Applicant. Attach a separate sheet if necessary.

Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address
Luke Duchene	School Director,		601187886	102 MARINDA DRIVE, FAIRFAX, CA HE IS A SIGNATORY ON THE FAIRFAX, CALIFORNIA, 94930

If questions (1) or (2) below are answered "Yes," the loan will not be approved.

Question	Yes	No
1. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted in the last 7 years and caused a loss to the government?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Is the Applicant or any owner of the Applicant an owner of any other business, or have common management with, any other business? If yes, list all such businesses and describe the relationship on a separate sheet identified as addendum A.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Has the Applicant received an SBA Economic Injury Disaster Loan between January 31, 2020 and April 3, 2020? If yes, provide details on a separate sheet identified as addendum B.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If questions (5) or (6) are answered "Yes," the loan will not be approved.

Question	Yes	No
5. Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, or on probation or parole? Initial here to confirm your response to question 5 → <u>LD</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Within the last 5 years, for any felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)? Initial here to confirm your response to question 6 → <u>LD</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Is the United States the principal place of residence for all employees of the Applicant included in the Applicant's payroll calculation above?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Is the Applicant a franchise that is listed in the SBA's Franchise Directory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Ross Valley Charter Appendices and
Supporting Documents



**Paycheck Protection Program
Borrower Application Form**

By Signing Below, You Make the Following Representations, Authorizations, and Certifications

CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).
- The Applicant (1) is an independent contractor, eligible self-employed individual, or sole proprietor or (2) employs no more than the greater of 500 or employees or, if applicable, the size standard in number of employees established by the SBA in 13 C.F.R. 121.201 for the Applicant's industry.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All SBA loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rule.
- To the extent feasible, I will purchase only American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.
- Any loan received by the Applicant under Section 7(b)(2) of the Small Business Act between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses loans under the Paycheck Protection Program Rule.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

CERTIFICATIONS

The authorized representative of the Applicant must certify in good faith to all of the below by **initialing** next to each one:

LD

The Applicant was in operation on February 15, 2020 and had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC.

LD

Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.

LD

The funds will be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments, as specified under the Paycheck Protection Program Rule; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.

LD

The Applicant will provide to the Lender documentation verifying the number of full-time equivalent employees on the Applicant's payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight-week period following this loan.

LD

I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities, and not more than 25% of the forgiven amount may be for non-payroll costs.

LD

During the period beginning on February 15, 2020 and ending on December 31, 2020, the Applicant has not and will not receive another loan under the Paycheck Protection Program.

LD

I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.

LD

I acknowledge that the lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.

Luke Duchene

Signature of Authorized Representative of Applicant

05-08-2020

Date

Luke Duchene

Print Name

School Director, President

Title

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**Paycheck Protection Program
Borrower Application Form**

Purpose of this form:

This form is to be completed by the authorized representative of the Applicant and *submitted to your SBA Participating Lender*. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect that determination.

Instructions for completing this form:

With respect to “purpose of the loan,” payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage, including insurance premiums, and retirement; payment of state and local taxes assessed on compensation of employees; and for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation.

For purposes of calculating “Average Monthly Payroll,” most Applicants will use the average monthly payroll for 2019, excluding costs over \$100,000 on an annualized basis for each employee. For seasonal businesses, the Applicant may elect to instead use average monthly payroll for the time period between February 15, 2019 and June 30, 2019, excluding costs over \$100,000 on an annualized basis for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over \$100,000 on an annualized basis for each employee.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020, less the amount of any “advance” under an EIDL COVID-19 loan, to Loan Request as indicated on the form.

All parties listed below are considered owners of the Applicant as defined in 13 CFR § 120.10, as well as “principals”:

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to : Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416., and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503.

Privacy Act (5 U.S.C. 552a) – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person’s integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act (the Act).

Disclosure of Information – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain “routine uses” of information protected by that Act. One such routine use is the disclosure of information maintained in SBA’s system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies’ function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Act using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) foreclose on collateral or take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial

Ross Valley Charter Appendices and
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**Paycheck Protection Program
Borrower Application Form**

institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Freedom of Information Act (5 U.S.C. 552) – Subject to certain exceptions, SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined, forced to cease operations, or prevented from starting operations. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

Equal Credit Opportunity Act (15 U.S.C. 1691) – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549; (2 CFR Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.



**Paycheck Protection Program
Borrower Application Form**

Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address

Ross Valley Charter Appendices and
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WAB Loan #7415009229
GP Loan #6170517201

U.S. Small Business Administration
PAYCHECK PROTECTION PROGRAM
NOTE

Borrower's Tax ID # (EIN/SSN)	471755679
Loan Date	May 07, 2020
Loan Amount	\$270,653.00
Interest Rate	1.00%
Borrower (Name/Address/City/ST/ZIP)	ROSS VALLEY CHARTER SCHOOL 25 DEER PARK LANE FAIRFAX, CALIFORNIA 94930

Words or phrases preceded by a checkbox () will apply only if the checkbox is marked ().

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of two hundred seventy thousand six hundred fifty-three 00/100 dollars interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

"Loan" means the loan evidenced by this Note.

"Loan Documents" means the documents related to this Loan signed by Borrower.

"SBA" means the Small Business Administration, an Agency of the United States of America.

"CARES Act" means the federal Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136).

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

A. The term of this Loan shall be two (2) years from the Loan Date. This Loan shall mature on May 07, 2022("Maturity Date").

B. The Loan shall be payable monthly. The first six monthly payments are deferred.

C. Interest will accrue from the date of Loan (including during the deferral period) at the Interest Rate set forth above.

D. Payments will be required beginning December 07, 2020.

Your monthly payments will be an amount equal to all accrued but unpaid interest on that portion of the then-outstanding principal balance of the Loan (i.e., any portion of the Loan that has not been forgiven as described in Section 10), with the entire outstanding principal balance and all accrued but unpaid interest due and payable on the Maturity Date.

Your monthly payments will be an amount equal to the amount necessary to fully amortize the then-outstanding principal balance of the Loan (i.e., any portion of the Loan Amount that has not been forgiven as described in Section 10) at the Interest Rate specified above by the Maturity Date, with the entire outstanding principal balance and all accrued but unpaid interest due and payable on the Maturity Date.

E. There are no prepayment penalties for the Loan. Borrower may repay all or a portion of this Loan at any time without penalty.

F. The proceeds of the Loan shall be used for the following purposes only:

(i) payroll costs (as defined in the CARES Act, and in Section 2.f of the SBA *Interim Final Rule* dated April 2, 2020);

(ii) costs related to the continuation of group health care benefits during periods of paid sick, medical, or family leave, and insurance premiums;

(iii) mortgage interest payments (but not mortgage prepayments or principal payments);

(iv) rent payments;

(v) utility payments;

(vi) interest payments on any other debt obligations that were incurred before February 15, 2020; and/or

(vii) refinancing an SBA Economic Injury Disaster Loan (EIDL) made between January 31, 2020 and April 3, 2020, under the conditions as specified in Section 2.r.vii of the SBA *Interim Final Rule* dated April 2, 2020.

4. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;
- C. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- D. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- E. Fails to pay any taxes when due;
- F. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- G. Has a receiver or liquidator appointed for any part of their business or property;
- H. Makes an assignment for the benefit of creditors;
- I. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- J. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- K. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower; or
- C. File suit and obtain judgment.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Incur expenses to collect amounts due under this Note or enforce the terms of this Note or any other Loan Document, including reasonable attorneys' fees and costs. If Lender incurs such expenses, it may demand immediate payment from Borrower or add the expenses to the principal balance; and
- B. Release anyone obligated to pay this Note.

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law or deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower includes its successors, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents.
- D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
- E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
- F. If any part of this Note is unenforceable, all other parts remain in effect.
- G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor.

10. LOAN FORGIVENESS:

Pursuant to Section 1106 of the federal Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), the following provisions shall apply to the Loan:

- A. The Loan is subject to the limited loan forgiveness provisions of Section 1106 of the CARES Act, and the SBA Interim Final Rule dated April 2, 2020.

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- B. The amount of loan forgiveness is determined by and is subject to the sole approval of the SBA
- C. Limited loan forgiveness is provided for amounts spent on payroll costs, rent and utilities payments, and interest payments on mortgages for Borrowers that apply. No more than 25.0% of the amount forgiven may be for costs other than payroll costs.
- D. The amount of loan forgiveness will be reduced if Borrower reduces the number of their employees (layoffs).
- E. Borrower is eligible for debt forgiveness on a covered loan in an amount equal to the following payments made during the 8-week period beginning on the Loan Date ("covered period"):
 - (i) payroll costs;
 - (ii) interest payments on mortgage obligations (excluding principal and prepaid principal);
 - (iii) rent; and
 - (iv) utility payments.
- F. The amount of forgiveness cannot exceed the principal balance of the Loan.
- G. Cancelled indebtedness will not be included in the Borrower's taxable income.
- H. To receive loan forgiveness, Borrower must apply for Debt Forgiveness through Lender. The Borrower must submit to the Lender servicing the loan an application, which must include documents verifying the number of full-time employees and the pay rates for the period described, including payroll tax filings to the IRS and State, income, payroll, and unemployment insurance filings, cancelled checks, payment receipts, transcript of accounts, or other documents verifying payments on covered mortgage loan obligations, lease obligations and utility payments, plus any other documentation the SBA deems necessary.
- I. ***There will be no loan forgiveness without Borrower's submission of the proper application and documentation to Lender.***

11. **BORROWER'S NAME(S) AND SIGNATURE(S):**

By signing below, each individual or entity becomes obligated under this Note as Borrower.

Borrower: ROSS VALLEY CHARTER SCHOOL

By X Luke Duchene
Luke Duchene

By X _____

By X _____

By X _____

By X _____

By X _____

**PAYCHECK PROTECTION PROGRAM
CORPORATE RESOLUTION TO BORROW**

Borrower: ROSS VALLEY CHARTER SCHOOL
25 DEER PARK LANE

FAIRFAX, CALIFORNIA 94930

Lender: Westamerica Bank
Fairfield Credit Administration
4550 Mangels Boulevard
PO Box 1200 MAC A-1B
Suisun, CA 94585

THE UNDERSIGNED, CERTIFY THAT:

The complete and correct name of the Corporation is ROSS VALLEY CHARTER SCHOOL ("Corporation"). The Corporation is at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of California. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 25 DEER PARK LANE FAIRFAX, CALIFORNIA 94930. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lender prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

At a meeting of the Directors of the Corporation, or if the Corporation is a close corporation having no Board of Directors then at a meeting of the Corporation's shareholders, duly called and held on 04-23-2020, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolution set forth in this Resolution were adopted.

The authorized person(s) listed below may enter into the Paycheck Protection Program Agreement and the agreement will bind the Corporation. Specifically, but without limitation, such authorized person(s) are authorized, empowered and directed to do the following for and on behalf of the Corporation:

Borrow Money. To borrow, from Lender on such terms of the Paycheck Protection Program Note between the Corporation and Lender, such sum of money borrowed; not to exceed the amount of two hundred seventy thousand six hundred fifty-three 00/100 dollars(\$270,653.00).

Execute Note. To execute and deliver to Lender the Paycheck Protection Program note.

The officers named below are duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

**PAYCHECK PROTECTION PROGRAM
CORPORATE RESOLUTION TO BORROW
(Continued)**

The following named persons are authorized officers of ROSS VALLEY CHARTER SCHOOL:

<u>NAMES</u>	<u>TITLES</u>	<u>ACTUAL SIGNATURES</u>
<u>Luke Duchene</u>	<u>School Director, President</u>	X <u><i>Luke Duchene</i></u>
_____	_____	X _____
_____	_____	X _____
_____	_____	X _____
_____	_____	X _____
_____	_____	X _____

We attest that the signatures set opposite the names listed above are their genuine signatures.

We each personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct.

This Corporate Resolution to Borrow is dated 04-23-2020.

CERTIFIED TO AND ATTESTED BY AUTHORIZED OFFICERS:

X <u><i>Luke Duchene</i></u> Luke Duchene	Title: <u>School Director, President</u>
X _____	Title: _____
X _____	Title: _____
X _____	Title: _____
X _____	Title: _____

DISBURSEMENT REQUEST AND AUTHORIZATION

Borrower: ROSS VALLEY CHARTER SCHOOL

Lender: Westamerica Bank
Fairfield Credit Administration
4550 Mangels Boulevard
PO Box 1200 MAC A-1B
Suisun, CA 94585

LOAN TYPE: This is a Fixed Rate (1.000%) Paycheck Protection Program Loan for \$270,653.00 due on demand and, if no demand, on May 07, 2022.

PRIMARY PURPOSE OF LOAN: The primary purpose of this loan is for:

- (i) payroll costs (as defined in the CARES Act, and in Section 2.f of the SBA Interim Final Rule dated April 2, 2020);
(ii) costs related to the continuation of group health care benefits during periods of paid sick, medical, or family leave, and insurance premiums;
(iii) mortgage interest payments (but not mortgage prepayments or principal payments);
(iv) rent payments;
(v) utility payments;
(vi) interest payments on any other debt obligations that were incurred before February 15, 2020; and/or
(vii) refinancing an SBA Economic Injury Disaster Loan (EIDL) made between January 31, 2020 and April 3, 2020, under the conditions as specified in Section 2.r.vii of the SBA Interim Final Rule dated April 2, 2020.

DISBURSEMENT INSTRUCTIONS: Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds as follows:

Amount paid to Borrower directly: \$270,653.00
Westamerica Bank Business Checking Account # 518137682
Note Principal: \$270,653.00

BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT. THIS AUTHORIZATION IS DATED MAY 07, 2020.

BORROWER: ROSS VALLEY CHARTER SCHOOL

By X Luke Duchene
Luke Duchene

By X

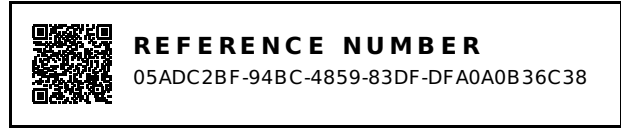
By X

By X

By X


By X

RIX
RightSignature
SIGNATURE CERTIFICATE



TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 05ADC2BF-94BC-4859-83DF-DFA0A0B36C38 Transaction Type Signature Request Sent At 05/08/2020 11:46 EDT Executed At 05/08/2020 13:47 EDT Identity Method email Distribution Method email Signed Checksum e4a9e876b9face09645bebaaa3e3510021d9b236792eaa3b4acb93a7617985ed Signer Sequencing Disabled Document Passcode Disabled	Document Name 12494090 Filename 12494090.pdf Pages 13 pages Content Type application/pdf File Size 606 KB Original Checksum 715136e7e5dd80eea9502547d4e5ea96a5f7987b045f296d95781720d7315e38

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Luke Duchene Email luke.duchene@rossvalleycharter.org Components 20	Status signed Multi-factor Digital Fingerprint Checksum f658b686862d6bb44450a6d40d80a3a296d236c56504b47e2eedc3e0427de2a0 IP Address 76.253.15.214 Device Safari via Mac Typed Signature  Signature Reference ID 2FA67879	Viewed At 05/08/2020 13:28 EDT Identity Authenticated At 05/08/2020 13:47 EDT Signed At 05/08/2020 13:47 EDT

AUDITS

TIMESTAMP	AUDIT
05/08/2020 13:47 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) signed the document on Safari via Mac from 76.253.15.214.
05/08/2020 13:47 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) authenticated via email on Safari via Mac from 76.253.15.214.
05/08/2020 13:28 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) viewed the document on Safari via Mac from 76.253.15.214.
05/08/2020 13:26 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) viewed the document on Chrome Mobile via Android from 209.107.188.68.
05/08/2020 12:49 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) viewed the document on Microsoft Edge via Windows from 108.88.230.29.
05/08/2020 12:06 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) viewed the document on Chrome Mobile via Android from 209.107.188.68.
05/08/2020 11:46 EDT	Luke Duchene (luke.duchene@rossvalleycharter.org) was emailed a link to sign.
05/08/2020 11:46 EDT	Westamerica Bank (sba.lending2@westamerica.com) created document '12494090.pdf' on Chrome via Windows from 64.168.94.26.

Ross Valley Charter Appendices and
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Ross Valley Charter Loans through October 30, 2020

Name	Creditor Name	Original Amount	Rate	Start Date	Original Maturity	Status 9-30-20	Current Maturity
Rich Morrison	Richard and Clarinda Revocable Trust	\$20,000	1.50%	7/16/15	6/30/19	added 2 years	6/29/2021
John Kirk	John Kirk		0.00%	7/16/15	6/30/19	converted to donation	
Carol Simpson	Carol Simpson	\$5,000	1.50%	7/31/15	6/30/19	added 2 years	6/29/2021
Chris Lyons	Chris Lyons	\$5,000	1.50%	7/31/15	6/30/19	added 2 years	6/29/2021
Ann Lockhart	Ann Lockhart	\$5,000	0.00%	7/31/15	6/30/19	added 2 years	6/29/2021
Robin Goebel	Robin Goebel	\$5,000	1.50%	8/17/15	6/30/19	added 2 years	6/29/2021
David DeAndrade	David DeAndrade		1.50%	8/31/15	6/30/19	converted to donation	6/29/2021
Sharon Sagar	Brian and Sharon Sagar	\$5,000	1.50%	9/30/15	6/30/19	added 2 years	6/29/2021
Karin Gornick	Karin Gornick		1.50%	9/30/15	6/30/19	paid off early	
Andrea Sumits	Andrea Sumits	\$2,000	1.50%	9/30/15	6/30/19	added 2 years	6/29/2021
Rana Barar	Rana Barar	\$3,000	1.50%	10/9/15	6/30/19	added 2 years	6/29/2021
Denise and Robert Helstrom	Helstrom 1996 Family Trust	\$2,500	1.50%	10/9/15	6/30/19	added 2 years	6/29/2021
Natascha Nikolai and Greg Lasen	Natascha Nikolai and Greg Lasen		1.50%	10/9/15	6/30/19	paid off at maturity	
Kathy Lake	Kathy Lake	\$1,000	1.50%	10/29/15	6/30/19	added 2 years	6/29/2021
Rich Morrison	Richard and Clarinda Revocable Trust	\$40,000	1.50%	5/11/17	6/30/19	added 2 years	6/29/2021
David DeAndrade	David DeAndrade	\$10,000	1.50%	5/23/17	6/30/19	added 2 years	6/29/2021
	Personal Loans Outstanding 9669	\$103,500					6/29/2021
CCSA Legal Defense Fund	CCSA Legal Defense Fund	\$40,000	0.00%	3/28/17	12/1/19	paid off	
Charter School Revolving Loan Fund	California School Finance Authority	\$250,000	0.98%	6/17/20	3/30/21	\$62,512 Outstanding	3/30/2020
SBA PPP Loan	Small Business Administration-Westamerica Bank	\$270,653	1.00%	5/8/20	5/1/22	270,563 Outstanding	5/1/2020