Under Construction Education Network (UCEN)

Board of Directors Meeting

Agenda*

(*includes materials furnished to Board Members)

Tuesday March 28, 2023

Time: 5:15 p.m.

Place: Oasis Charter Public School Board Room
1135 Westridge Parkway
Salinas, CA 93907

or

via Zoom/hybrid Teleconference

Join Zoom Meeting

https://zoom.us/j/95951088531?pwd=YitJbHdiVW9TSkd3ZDNCTINzTnJJZz09

Meeting ID: 959 5108 8531
Passcode: AVXZ71
+16699009128,,95951088531#,,,,*440320# US (San Jose)

**PERSONS WISHING TO ADDRESS THE BOARD OF DIRECTORS**

INFORMATION TO THE PUBLIC: All persons are encouraged to attend and participate (where designated) in meetings of the Under Construction Educational Network (UCEN) Board. Please fill out the form available at the door, and submit to the Secretary of the Board of Trustees prior to the meeting and you will be called during the comment period. For virtual meetings, members of the public are welcome to make comments during the virtual meetings when the Board chair opens the item on the agenda for the public. When the President of the Board recognizes a member of the public for oral comment, such comment will be limited to (3) minutes in accordance with law. Your comments will be heard (with no action taken) under the designated section of this agenda. For the record: state your name, title, whom you represent, and the agenda item you are addressing. The Board will not respond to your comments at this time. Your questions, concerns and/or input will be referred to the appropriate person.

Note: The Oasis Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact Dr. Natalie Zayas at (831) 424-9003 at least 72 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132))
*PARA TODAS AQUELLAS PERSONAS QUE DESEAN HABLAR O DIRIGIRSE A LOS MIEMBROS DE LA MESA DIRECTIVA*

INFORMACIÓN PARA EL PÚBLICO: El público está invitado a asistir y participar en las juntas (donde se indica en la agenda) de la Mesa Directiva de Oasis. Rellene el formulario disponible en la puerta y entregúelo al Secretario de la Mesa Directiva antes de que comience la reunión y lo llamarán durante el período de comentarios. Sus comentarios serán escuchados (sin tomar acción) durante la sección correspondiente de esta agenda. Cuando el Presidente de la Mesa Directiva reconoce a un miembro del público para comentarios orales, dicho comentario se limitará a (2) minutos de acuerdo con la ley. Para el archivo, diga su nombre, título, a quien representa y el artículo de la agenda a que se quiere referir. Los miembros de la Mesa Directiva no responderán a sus comentarios en ese momento. Sus preguntas, preocupaciones y comentarios serán referidas al departamento correspondiente.

Nota: La Mesa Directiva de Oasis anima a las personas con discapacidades a participar plenamente en el proceso de reuniones públicas. Toda persona con necesidades especiales que requiera alguna modificación o arreglo especial puede llamar a la Dr Natalia Zayas al (831) 424-9003 dentro de 72 horas de una junta regular, o dentro de 24 horas de una junta especial para hacer todo nuestro mejor esfuerzo razonable para satisfacer sus necesidades. (Código Governmental § 54954.2; Americanos con Discapacidades de 1990, § 202 (42 U.S.C. § 12132)

1.0 REGULAR AGENDA

1.1 Call Meeting to Order: President

2.0 ROLL CALL OF GOVERNING BOARD

Jacqueline Vasquez-President: Yes ___ Absent ___
Margie Wiebusch-Vice President: Yes ___ Absent ___
Steve Duran - Treasurer: Yes ___ Absent ___
Maria Alvarez - Member: Yes ___ Absent ___
Jamie Stracuzzi- Member : Yes ___ Absent ___

3.0 PLEDGE OF ALLEGIANCE

4.0 ADOPTION AGENDA

That the Governing Board approve the agenda as presented.

5.0 APPROVAL OF THE MINUTES

That the Governing Board approve the minutes of the Regular Meeting of February 28, 2022.

6.0 BOARD OF TRUSTEE COMMENTS

Board Members wishing to address agenda items and/or other items may do so at this time.
7.0 PUBLIC COMMENT

Individuals wishing to address agenda items and/or other items, may do so at this time or wait until the agenda item comes up. There will be a limit of 3 minutes per person on public comments (double that time for individuals utilizing an interpreter).

8.0 CLOSED SESSION

8.1 Executive Director Evaluation Process

9.0 RECONVENE TO OPEN PUBLIC SESSION

10.0 ACKNOWLEDGEMENTS

10.1 Teacher Presentation: Marissa Bartelt, Math Intervention Teacher

11.0 CONSENT CALENDAR

Board members may withdraw an item(s) for further discussion from the consent calendar after a motion and second has been made.

11.1 ACTION ITEM: Executive Director, Dr. Natalie Zayas

That the Governing Board approve the board policy, “Weapons and Dangerous Instruments”

11.2 ACTION ITEM: Executive Director, Dr. Natalie Zayas

That the Governing Board approve the revised board policy, “Attendance” BP & AR

11.3 ACTION Item: Executive Director, Dr. Natalie Zayas

That the Governing Board approve the 2023-2024 School Calendar, approved by teachers.

11.4 ACTION Item: Executive Director, Dr. Natalie Zayas

That the Governing Board approve the Administrative Agreement with ARI Services, Inc. (outside accounting firm)

12.0 DISCUSSION/RECOMMENDATION/ACTION: Governing Board

12.1 ACTION: Enrollment caps for K-2 - Executive Director, Dr. Natalie Zayas

That the Governing Board discuss and approve K-2 enrollment caps of 24 students per class.

12.2 DISCUSSION: Enrollment Update - Office Manager, Grisela Macias

That the Governing Board receive an enrollment update report.
12.3 DISCUSSION: Food Services - Executive Director, Dr. Natalie Zayas and Food Services Coordinator, Yessica Xirum

That the Governing Board receive the food services plan for the 2023-2024 school year.

12.4 DISCUSSION: Science Outdoor School Update - Sixth Grade Teacher, Becky O'Connor

That the Governing Board receive an update on Science Outdoor School

12.5: ACTION: Board Meeting Start Time - Executive Director, Dr. Natalie Zayas

That the Governing Board discuss and take action on the Board Meeting Start Time

12.6: DISCUSSION with possible ACTION: Board Bylaws - Executive Director, Dr. Natalie Zayas

That the Governing Board discuss and take action the Board Bylaws

12.7 DISCUSSION with possible ACTION: Board Terms - Executive Director, Dr. Natalie Zayas

That the Governing Board discuss and approve Board Member Terms.

12.8 ACTION: Oasis Instructional Site Cabling Project Quote

That the Governing Board discuss and approve the Oasis Instructional Site Cabling Project Quote

13.0 STAFF REPORTS


13.2 Receive Oral Report from Oasis Charter School Executive Director, Dr. Natalie Zayas

An update on school-wide activities undertaken by the Executive Director.

14.0 FUTURE AGENDA ITEMS

15.0 NEXT MEETING DATE

16.1 Next Board Meeting on Tuesday, April 25, 2023

16.0 ADJOURNMENT
Under Construction Education Network (UCEN)

Board of Directors Meeting

Minutes*

(*includes materials furnished to Board Members)

Tuesday February 28, 2023

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Governmental § 54954.2; Americanos con Discapacidades de 1990, § 202 (42 U.S.C. § 12132)

1.0 REGULAR AGENDA

1.1 Meeting called to order by Board President, Jacqueline Vasquez, at 5:15 p.m.

2.0 ROLL CALL OF GOVERNING BOARD

Jacqueline Vasquez-President: Yes__x__Absent____
Margie Wiebusch-Vice President: Yes__x__Absent____
Maria Alvarez - Member: Yes__x__Absent____ arrived at 5:15 p.m.
Steve Duran - Treasurer: Yes__x__Absent____ via Zoom enroute, arrived
5:10pm
Jamie Stracuzzi- Member : Yes__x__Absent____ arrived at 5:30 p.m.

3.0 PLEDGE OF ALLEGIANCE: Pledge led by Board President, Jacqueline Vasquez

4.0 DISCUSSION/ACTION/RESOLUTION

1.2 Board findings pursuant to Government Code Section 54953(e)

The Charter School Board of Directors determines, in accordance with Government Code
Section 54953(e)(1)(B), that meeting in person would present imminent risks to the
health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the
Board has also reconsidered the circumstances of the State of Emergency declared by the
Governor on March 4, 2020, and finds the State of Emergency continues to directly
impact the ability of the Directors to meet safely in person and/or that State or local
officials continue to impose or recommend measures to promote social distancing.

RECOMMENDATION/ACTION: UCEN President

“That the Board of Directors adopts the finding as written and approves to continue to
have virtual meetings via Zoom.”
Motion to Approve: Board President, Jacqueline Vasquez. Seconded: Board Vice President, Margie Wiebusch.

Vote on Motion: 3 - 0      Motion: Approved

5.0 ADOPT AGENDA

That the Governing Board approve the agenda as presented.

Motion to approve: Board President, Jacqueline Vasquez. Seconded: Board Treasurer, Steve Duran.

Vote on Motion: 5 - 0      Motion: Approved

6.0 APPROVAL OF MINUTES

6.1 That the Governing Board approve the Minutes of the Regular Meeting of January 24, 2022.

6.2 That the Governing Board approve the Minutes of the Special Meeting of February 11, 2023

Motion to approve both sets of minutes by Board President, Jacqueline Vasquez; Seconded by Board Treasurer, Steve Duran.

Vote on Motion: 3 - 0      Motion: Approved

7.0 BOARD OF TRUSTEE COMMENTS

No comments made.

8.0 PUBLIC COMMENT

Individuals wishing to address agenda items and/or other items, may do so at this time or wait until the agenda item comes up. There will be a limit of 3 minutes per person on public comments (double that time for individuals utilizing an interpreter).

No comments made.

9.0 Closed Session

9.1 Executive Director Evaluation Tool - Board voted unanimously to adopt.

Vote on Motion: 5 - 0      Motion: Approved

10.0 Reconvene to Open Public Session - Meeting reconvened by Board President, Jacqueline Vasquez at 5:46 pm
11.0 Acknowledgements

11.1 Teacher Presentation: Andy Franco, Literacy Intervention Teacher gave a presentation on the program (see attached). The Board thanked him for his presentation, energy and excitement for the program. They also suggested a “Weekly Literacy Tip” to which Mr. Franco agreed and added that “Math Intervention Tips” could also be beneficial. And finally, Board Member Maria Alvarez made the suggestion to keep the students involved in both ideas which everyone agreed with.

12.0 CONSENT CALENDAR

Board members may withdraw an item(s) for further discussion from the consent calendar after a motion and second has been made.

12.1 ACTION ITEM: Executive Director, Dr. Natalie Zayas

That the Governing Board approve the board policy for the use of smartphones and other such devices at school.

Motion to approve: Board President, Jacqueline Vasquez. Seconded: Board Treasurer, Steve Duran.

Vote on Motion: 5 - 0 Motion: Approved

13.0 DISCUSSION/RECOMMENDATION/ACTION: Governing Board

13.1 DISCUSSION: Projected 2023-2024 School Year Staffing Needs. Executive Director, Dr. Natalie Zayas.
That the Governing Board receives the SY 2022-23 staffing needs.

Dr. Zayas shared with the Board that 100% of staff have chosen to return next year, which is the first time in years this has been achieved. Board President Vasquez said the Board would make themselves available to help if needed in getting credentialed staff.

No action was taken, informational only.

13.2 DISCUSSION: Enrollment Update. Executive Director, Dr. Natalie Zayas.
That the Governing Board receive an enrollment update report.

Dr. Zayas gave the update, which is starting to show enrollment growth (current number of enrolled students is 168). It was encouraged by the Board to use social media more for student recruitment. Dr. Zayas agreed and would be assigning staff to the project.

No action was taken, informational only.

13.3 RECOMMENDATION/ACTION: 2021-2022 Fiscal Audit, Dr. Natalie Zayas.
That the Governing Board receive the 2021-2022 Fiscal Audit.

Dr. Zayas presented the audit to the Board (see attached).
No action needed, informational only.

13.4 ACTION: 2022-2023 Second Interim Budget
That the Board receive and approve the 2022-2023 Interim Budget 2.

Dr. Zayas spoke to the highlights of the report.

Motion to approve: Board President, Jacqueline Vasquez. Seconded: Board Treasurer, Steve Duran

Vote on Motion: 5 - 0        Motion: Approved

13.5: ACTION: Comprehensive Safety Plan 2023-2024: Executive Director, Dr. Natalie Zayas.
That the Governing Board receive and approve the Oasis Charter Public School Comprehensive Safety Plan.

Motion to approve: Board President, Jacqueline Vasquez. Seconded: Board Treasurer, Steve Duran.

Vote on Motion: 5 - 0        Motion: Approved

13.6: ACTION: Replace flooring
That the Governing Board approve the replacement of flooring in three more classrooms.

Dr. Zayas produced a quote and explained to the group how it could be funded.

Motion to approve: Board Member, Maria Alvarez. Seconded: Board Treasurer, Steve Duran.

Vote on Motion: 5 - 0        Motion: Approved

13.7: DISCUSSION: Board Recruitment
That the Governing Board discuss methods of Board member recruitment.

Group discussed recruiting options and techniques. It was suggested that using community boards (KSBW) and local community colleges and universities (CSUMB) would be beneficial. Group agreed to discuss timelines at the next meeting. Dr. Zayas will send Board members a copy of the application.

No action needed, informational only.

13.8 ACTION: Heating Units
That the Governing Board approve, with stipulations, two new heating units.

Motion to approve: Board Member, Maria Alvarez. Seconded: Board President, Jacqueline Vasquez.
After Board Treasurer, Steve Duran, brought up finding other solutions (i.e. new lease, etc.), Ms. Alvarez amended her motion to include attorney approval and researching additional funding sources. Ms. Vasquez seconded the motion.

Vote on Motion: 5 - 0    Motion: Approved

14.0 STAFF REPORTS


Mr. Lrazier gave an overview of what he has worked on since returning to Oasis. He spoke to his emphasis on mental health. Ms. Vasquez said she was glad to see that Oasis was returning to the educational theories of their roots.

No action was taken, informational only.

14.2 Receive Oral Report from Oasis Charter School Executive Director, Dr. Natalie Zayas

Dr. Zayas gave an update on school-wide activities she has undertaken, i.e., current art and music grant, noting that this will help secure music lessons this school year. She also mentioned upcoming conferences, the Book Faire and cultural books and programs.

Group discussed students that may be challenged financially and what Oasis and the Board could do to lessen the burden ("sponsoring" or "adopting" a student)

No action was taken, informational only.

15.0 FUTURE AGENDA ITEMS

Group agreed to the following items:
  Review bylaws and board terms (Vasquez)
  Requesting a 5:30 p.m. meeting start time (Duran)
  Heating issues (Duran)
  Summer school (Alvarez)

On a final note, Board President Vasquez thanked staff for all they do and for continuing to attend these meetings and keeping the Board informed.

16.0 NEXT MEETING DATE

16.1 Next Board Meeting on Tuesday, March 28, 2023

17.0 ADJOURNMENT

Meeting was adjourned at 7:27 p.m.
Policy Adopted:

Section V  Students
Article XXIII  Weapons and Dangerous Instruments

The UCEN Board/Oasis Charter Public School recognizes that students and staff have the right to a safe and secure campus and free from psychological and physical harm and is committed to protecting them from dangers that may be presented by firearms and other weapons.

Therefore, UCEN Board/Oasis Charter Public School prohibits students possessing weapons, imitation firearms or any dangerous bladed or sharp instruments of any kind while under the supervision of the school to include but not limited to the following: in school buildings, on school grounds, buses, at school related or school sponsored activities away from school, or while going to school and going home from school.

Any student who is determined to have brought a firearm to school or possessed a firearm at school, or talk about possessing or using such firearm as verified by a student, school staff member or any adult who may witness such possession shall be immediately isolated and questioned and searched if there is reason to believe that the student possesses a firearm or weapon that may cause serious bodily injury to themselves or others. The Executive Director or designee or in the absence of either the Executive Director or designee, the Office Manager would contact law enforcement and notify the parent/guardian.

The Executive Director or designee shall notify law enforcement whenever any student possesses a firearm, explosive, or other dangerous weapons or instrument, sells or furnished a firearm, or commits any act of assault with a firearm or other weapon.

In the event such an incident occurs the student shall be subject to the process and procedures set forth in Administrative Regulation, Section V, Article IV, Guidance Plan and may be subject to suspension or expulsion.

The Executive Director or designee shall complete an Investigation Report that shall include but not limited to the following:
  a. Date and time of notification and by whom
  b. Process of the investigation
  c. Students or persons questioned regarding the allegations
  d. Finding of the investigations
Weapons and Dangerous Instruments (cont.)

e. Recommendations
f. Persons interviewed and the details of the report shall be confidential unless otherwise required by law.

The report shall be placed in an Incident Report File and kept confidential unless otherwise required by law and remain in the school office file for as long as the student is enrolled in school.
The UCEN Board and Oasis Charter Public School (OCPS) recognize that student accountability for attending school every day and on time is a high priority for the Board and School. Consistent school attendance and punctuality are essential to student progress and academic achievement.

Furthermore the school is fiscally dependent on student attendance and is negatively impacted by excessive unexcused absences.

Therefore, the Board and school have established Attendance Procedures that are in compliance with Education Code (EC 48205, EC 48260) and the compulsory education laws of California.

It is important for parents/guardians and family members to support their children’s education by ensuring daily school attendance and punctuality. The Board and School highly encourage parents to read the Administrative Regulation, Section V, Article VII - Attendance, which is posted on the school website under the tab, “Board” and “Family Handbook”. Any questions or concerns regarding this policy please feel free to contact the school Executive Director or designee.
Administrative Regulation Adopted: 5/31/2022
Revised:

Section V    Students
Article VII  Attendance

Consistent student attendance and being on time is a major factor in the development of student learning. Therefore, it is incumbent upon parents/guardians that students attend school and are on time to ensure student success.

There are times in which students may need to be absent from school or on occasion to be late to school. When it becomes necessary for the student to be absent from school or late to school, the school’s attendance policy shall be as follows for Excused and Unexcused absences.

Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as permitted by law or Board Policy and Regulations.

Insofar as class participation is an integral part of students’ learning experiences parents/guardians are encouraged to schedule medical appointments during non-school hours.

Students should not be absent from school without their parents/guardians knowledge or consent except in cases of medical emergency.

**Excused Absences for Classroom Based Attendance**

All student absences shall be considered excused for the following reasons:

1. Personal illness, including an absence for the benefit of the student’s mental or behavioral health;
2. Quarantine under the direction of a county or city health officer;
3. Medical, dental, optometric, or chiropractic services rendered;
Student Attendance (cont.)

4. Attendance at funeral services for a member of the immediate family:
   a. Excused absence in this instance shall be limited to one day if the service is conducted in California or three days if services are out of state;
   b. “Immediate family” shall be defined as mother, father, grandmother, grandfather, brother, sister or any relative living in the student’s immediate household;

5. Appearance in court;

6. Observance of a holiday or ceremony of the student’s religion;

7. Attendance at a religious retreat:
   a. Attendance at religious retreats shall not exceed four (4) hours per semester;

8. Participating in a cultural ceremony or event. “Cultural” means relating to the habits, practices and beliefs and traditions of a certain group of people;

9. Spending time with a member of the student’s immediate family, who is an active duty of the uniformed services and has been called to duty for, is on leave from, or has immediately returned from deployment to a combat zone or combat support position;

10. Attending the student’s naturalization ceremony to become a U.S. citizen:
    a. Absences granted pursuant to this section shall be granted for a period of time at the discretion of the Executive Director or designee;
Student Attendance (cont.)

b. Notwithstanding Section 48200 a pupil shall be excused from school in order to participate with a not-for-profit performing arts organization in a performance for a public-school pupil audience, for a maximum of up to five days per school year with the pupil’s parent/guardian written note explaining the pupil’s absence.
   Ed Code 48225.5(a)(2)

Methods of Verification of Excused Absences

When students who have been absent and return to school, they must present a satisfactory explanation verifying the reason for the absence by using one of the following methods:

1. A signed, written note from parent/guardian;
2. Conversation, either in person or by telephone between an office staff employee and the parent/guardian or representative of parent/guardian;
3. The employee shall record the following information:
   a. Name of the student;
   b. Name of parent/guardian or representative;
   c. Name of verifying employee;
   d. Date or dates of absence and reason for absence;
   e. Visit to the student’s home by an Oasis employee or any other reasonable method that establishes the fact that the student was absent for the reasons stated. A written recording shall be made including information outlined above;

4. Healthcare provider verification:
   a. When excusing students for confidential medical services or verifying such appointments, school staff shall not ask the purpose of such appointments but may contact the medical office to confirm the time of the appointment. A healthcare provider’s note of illness will be accepted for any reported absence;
   b. When a student has eight (8) absences in a school year for illness verified by methods listed in #1-3 above without a healthcare provider’s note, any further absences for illness must be verified by the healthcare provider;
Student Attendance (cont.)

Unexcused Absence and Tardy/Truancy for Classroom Based Attendance

1. According to California Truancy Law, Education Code 48260, students shall be classified as truant if the student is absent from school without a valid excuse for three full days in one school year (commencing on the first day of student’s enrollment), or tardy for more than a 30-minute period during the school day without a valid excuse on three occasions in one school year or any combination thereof, shall be classified as a truant and such students shall be reported to the Executive Director or designee.

The parent/guardian of a student who is classified as a truant shall be notified of the following:

a. The student is truant;
b. The parent/guardian is obligated to compel the student to attend school;
c. The parent/guardian who fails to meet this obligation may be guilty of an infraction of the law and subject to prosecution;
d. The parent/guardian has the right to meet with appropriate school personnel to discuss solutions to the student’s truancy;
e. It is recommended that the parent/guardian accompany the student to school and attend classes with the student for one day.

The school administration shall work collaboratively with parents/guardians to implement steps to reduce truancy. The school may refer the parent/guardian to an appropriate in-house guidance service or appropriate social services agency.

1. Each unexcused absence will result in a call to the parent/guardian by an employee of the school office staff:
Student Attendance (cont.)

2. Upon reaching three (3) unexcused absences/tardies (more than 30, thirty minutes) or any combination thereof, the parent/guardian will receive Truancy Letter #1, the letter will include a copy of the Administrative Regulation, Section V, Section 10 - Student Attendance. The letter must be signed by the parent/guardian and returned to the school. A family liaison will make every effort for a home visit and/or requests to schedule a conference with the family. A copy of the letter may be sent to the District Attorney's Truancy Abatement Department;

3. Upon reaching five (5) unexcused absences/tardies, (more than 30 minutes), or any combination thereof, the parent/guardian will receive Truancy Letter #2 along with a copy of the Board Regulation, Section V, Article X - Student Attendance. A family liaison will make every effort for a home visit and/or requests to schedule a conference with the family. A copy of the parent letter may be sent to the District Attorney's Truancy and Abatement Department;

4. Upon reaching Seven (7) of unexcused absences/tardies (more than 30 minutes), or any combination thereof, the parent/guardian will receive Truancy Letter #3 along with a copy of the Board Regulation, Section V, Article X - Student Attendance. A Student Study Team (SST) will be scheduled with the school's Executive Director or designee, and others and the parent/guardian who will be required to attend, to mutually resolve the issue. A copy of the parent letter will be sent to the District Attorney's Truancy Abatement Department;

5. Upon reaching ten (10) unexcused absences/tardies (more than 30 minutes) or any combination thereof, the parent/guardian will receive written notice inclusive of date and time to meet with the UCEN Board to review the case. The notice shall be sent at least five (5) days prior to the review meeting;

6. The UCEN Board Review Meeting:

a. The UCEN Board may opt for a specified probationary period in which the student must demonstrate improved attendance;
b. The UCEN Board will receive a report at the end of the specified period as to the improvement or lack of improvement in attendance to determine further options, if necessary.

**Non-Classroom Based Programs**

All attendance for non-classroom based programs shall be in accordance with current law and regulations.
### Oasis Charter Public School
### 2023-2024 School Calendar

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**July 1 Day**
- 7/31 Staff Development

**August 17 Days**
- 8/1 - 8/4 Staff Development
- 8/7 Teacher Workday

*School Begins Aug. 8th*

**September 20 Days**
- Home Visits Sept. 1-29
- 9/4 Labor Day

**October 21 Days**
- 10/9 No School
- 10/23-10/27 min days for conferences

**November 16 Days**
- 11/10 Veteran’s Day
- 11/20-11/24 Thanksgiving Break

**December 11 Days**
- 12/18-1/5 Winter Break

**January 16 Days**
- 1/8 Teacher Professional Day
- 1/15 Martin Luther King Jr. Day

**February 20 Days**
- 2/19 President’s Day

**March 21 Days**
- 3/25-3/29 Conference Week

**April 17 Days**
- 4/1-4/8 Spring Break

**May 22 Days**
- 5/27 Memorial Day
- School Ends May 31st

**June 5 Days**
- 6/10-6/14 Teacher Workday

#### Min. day 8:30-12:30 K-6
Teacher Workdays No students
Holiday & Vacation No School

Kindergarten 8:30am-2:45pm
1st – 6th grade 8:30am-3:00pm

Teacher Approved March 2023

Updated 3.15.23
UCEN Board Approval: _____
Oasis Charter School
Board Agenda Supplemental Information
To be submitted to the Executive Director

TITLE OF AGENDA ITEM: 11.4 Administrative Agreement with ARI Services, Inc. (ARI)

BOARD MEETING DATE: March 28, 2023

BOARD AGENDA ITEM INFORMATION

- ARI has been the back office accounting firm for many years with Oasis.
- ARI understands the budget of Oasis.
- They do our accounts payable and receivable, working with our office manager.
- ARI handles our restricted and non-restricted funds, including reporting and documentation for grants to continue.
- ARI saves us money on a full time employee.
- ARI has done a great job with Oasis.
- ARI and I have developed a positive working relationship.

Administration Recommendation: Approve ___X____ Information ______

Person submitting item: Dr. Natalie Zayas, Executive Director
CHARTER SCHOOL ADMINISTRATIVE SERVICES AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is made and entered into as of July 1, 2023, by and between ARI Service, Inc., hereinafter called “ARI” and Oasis Charter Public School, hereinafter called “Charter School,” formed pursuant to California Education Code §47600 et seq.

RECITALS

WHEREAS, the Charter Schools Act of 1992 ("the Act") (Education Code §§ 47600, et seq.) authorizes the creation of charter schools for the purpose, among others, of developing new, innovative and more flexible ways of educating children within the public school system; and

WHEREAS, the Charter School was approved July 1, 2021; and

WHEREAS, Charter School desires ARI to provide certain administrative and data management services to Charter School, pursuant to an annually renewable administrative services agreement between Charter School and ARI; and

WHEREAS, ARI and Charter School desire to enter into this Administrative Services Agreement to outline the understanding and agreement between the parties regarding the provision of the administrative services to the Charter School within the meaning of California Education Code § 47613(d); and

WHEREAS, the Parties mutually desire that ARI provide such administrative services to Charter School as are reasonable and necessary for the efficient operation of Charter School and as more particularly described below; and

WHEREAS, the Parties hereby agree that the services specified below constitute the only services provided by ARI under this contract;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Charter School and ARI agree as follows:
AGREEMENT

1. DEFINITIONS. The phrase “reasonable and necessary, routine and ordinary” and term “assistance” as used herein shall not be interpreted to include special, extraordinary, unique, or exceptional services not part of day-to-day business activities.

2. DAY-TO-DAY OPERATIONS. The day-to-day operations of Charter School shall be conducted through and by Charter School administrators as set forth in the School’s Charter Agreement.

3. ADMINISTRATIVE SERVICES. Charter School agrees to purchase services from ARI for the 2023-2024 school year and ARI agrees to provide Charter School the services as follows:

   A. FINANCIAL MANAGEMENT SERVICES. ARI shall provide all reasonable and necessary, routine and ordinary financial management services to Charter School, such as assisting Charter School staff with budget development and revisions; assistance with fiscal planning; identifying revenues; comparing estimated revenues with actual revenues; assistance with projecting and monitoring expenditures; assistance with preparation and revision of long term financial projections; producing reports regarding cash flow and other reports as applicable.

   ARI will prepare, with Charter School assistance, all interim and budget adoption reports as required by the State of California. ARI will prepare reports in draft for Charter School consideration and review no later than one (1) week prior to Charter School required submission date. ARI will provide final reports for Charter School submission as required no later than two (2) days prior to Charter School required submission date.

   Should Charter School apply for a loan from the California Charter School Revolving Loan Fund, ARI will prepare with Charter School assistance, all revolving loan application and supporting documentation as required by the State of California.

   Should Charter School submit a site plan and receive approval from the Department of Education to participate in the Consolidated Application, ARI will prepare with Charter School assistance, all standard reports based upon site-collected data and submit them to the State of California.

   B. GENERAL ACCOUNTING SERVICES. ARI shall provide all reasonable and necessary, routine and ordinary accounting services to Charter School, such as establishing a chart of accounts, account code structure and financial ledgers; maintenance of all financial transactions; processing of funds, budget, and expenditure transfers; preparation of needed local, state, and federal financial reports including cash flow and balance sheets; and other reports as applicable.

   ARI will prepare, with Charter School assistance, annual unaudited actual expenditures report as required by the State of California. ARI will prepare reports in draft for Charter School consideration and review no later than one (1)
week prior to Charter School required submission date. ARI will provide final reports for Charter School submission as required no later than two (2) days prior to Charter School required submission date.

C. PAYROLL SERVICES. ARI shall provide all reasonable and necessary, routine and ordinary payroll services, such as preparation of pay warrants; distribution of payroll checks and direct deposits, calculation and forwarding of all tax benefit, retirement, and other withholdings information. ARI uses Paychex, Inc. to process all charter payrolls. Charter School agrees to pay all Paychex, Inc. payroll related processing fees.

ARI will process payroll corrections resulting from ARI error within two-business days follow notification of error at no charge to Charter School.

Charter School agrees to follow timelines and due dates for specified information necessary to carry out payroll processing. ARI will provide a calendar of timelines, due dates and needed information.

D. ACCOUNTS RECEIVABLE/PAYABLE SERVICES. ARI shall provide all reasonable and necessary, routine and ordinary accounts receivable/payable services, such as processing of payments for purchases and contracted services; preparation of ageing reports; preparation and processing of all deposits; and posting relevant information to appropriate ledgers.

ARI will process not more than four scheduled accounts payable runs per month at no additional charge to Charter School. ARI will bill all additional accounts payable runs requested by Charter School in accordance with Schedule A.

Charter School agrees to follow timelines and due dates for specified information necessary to carry out accounts payable processing. ARI will provide a calendar of timelines, due dates and needed information.

E. AUDITING SERVICES. ARI shall provide Charter School with documentation, reports, and other coordination services in support of the Charter School’s annual audit.

F. DATA MANAGEMENT SERVICES AND DUTIES. The Parties recognize that in the performance of the contracted services, ARI will serve as a trusted custodian of Charter School’s administrative and financial data, records, and other information that is critical to Charter School’s operations.

As a trusted custodian, ARI will take necessary precautions to ensure the confidentiality of Charter School data and records, and provide for adequate backup for Charter School data.

4. FEES AND CHARGES. Services supplied to Charter School by ARI, as set forth in Section #3 above, shall be in accordance with Exhibit A, attached and incorporated herein. ARI bases its annual fees on the greater of; the California Basis Educational System (CBEDS) enrollment as reported to the California Department of Education
(CDE) or the projected July 1 enrollment. This Agreement and the CDE define enrollment as "the number of kindergarten through grade twelve public students enrolled on "Information Day," a Wednesday in early October of the school year indicated".

All fees and charges are calculated, billed, and paid on the first day of the month.

ARI will provide Charter School with the fee schedule for the following fiscal year no later than March 1 of each year where fee changes occur.

5. PLACE OF PROVIDING SERVICES. Services provided under this contract may take place on site at the Charter School, or at ARI, or other locations as determined appropriate by ARI.

6. TECHNOLOGY REQUIREMENTS, Charter School agrees to have at least one personal computer attached to the Internet with a valid e-mail account for the transmission of notices, reports, and other data needed to transact business and provide services.

7. TERM OF AGREEMENT. This Agreement shall be for the 2023-2024 fiscal year and shall commence on the date first written above and end on June 30, 2024.

8. EXTENSION AND/OR RENEWAL OF AGREEMENT. This Agreement shall be automatically renewed for an additional fiscal year and annually thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to March 1 of that same year. In no event shall any renewal term extend beyond the maximum term of the Charter granted to Charter School pursuant to above.

9. TERMINATION OF AGREEMENT. This Agreement is subject to termination during the initial term or any renewal term as specified herein. ARI may terminate any services provided pursuant to this Agreement upon failure of Charter School to pay any amount due under this Agreement within thirty (30) days after receipt by Charter School of ARI' demand for payment and notice of intent to terminate services.

In the event of revocation of the Charter, this Agreement is deemed null and void.

Charter School may suspend performance under or terminate this Agreement for cause upon sixty (60) days advance written notice to ARI of a material violation by ARI of the terms of this Agreement, unless ARI remedies the breach within said 60-day period.

10. EMPLOYMENT OF PERSONNEL. No agent, employee, or servant of Charter School is deemed an employee, agent or servant of ARI, except as expressly acknowledged in writing by ARI. No agent, employee, or servant of ARI is deemed an employee, agent or servant of Charter School, except as expressly acknowledged in writing by Charter School.

11. RELATIONSHIP BETWEEN THE PARTIES. The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not an employer/employee. It is expressly understood and agreed that
Charter School employees are not entitled to any benefits to which ARI employees are entitled, and that ARI employees are not entitled to any benefits to which Charter School employees are entitled, including, but not limited to, overtime, retirement benefits, insurance benefits, vacation, workers' compensation benefits, sick or injury leave, or other benefits.

12. **INDEMNIFICATION.** Charter School shall defend, indemnify, and hold ARI, its officers, agents, servants, representatives, employees, and subcontractors harmless from and against all claims, demands, actions and proceedings of whatever cause or nature, and all costs and expenses connected therewith, including reasonable attorneys' fees, on account of any damage to or the loss or destruction of any property, or injury to or death of any person, caused in whole or in part by any negligent act or omission of Charter School, ARI, or any of its officers, agents, servants, representatives, employees or subcontractors, arising directly or indirectly in connection with services performed under this Agreement. Charter school shall reimburse ARI for any expenditure, including reasonable attorneys' fees, ARI may make due to the matters that are the subject of this indemnification, and if requested by ARI, will defend any claims or litigation to which this indemnification provision applies, at the sole cost and expense of Charter School.

ARI shall defend, indemnify, and hold Charter School, its officers, agents, servants, representatives, employees, and subcontractors harmless from and against all claims, demands, actions and proceedings of whatever cause or nature, and all costs and expenses connected therewith, including reasonable attorneys' fees, on account of any damage to or the loss or destruction of any property, or injury to or death of any person, caused in whole or in part by any negligent act or omission of ARI or any of its officers, agents, servants, representatives, employees or subcontractors, arising directly or indirectly in connection with ARI obligations under this Agreement. ARI shall reimburse Charter School for any expenditure, including reasonable attorneys' fees, Charter School may make due to the matters that are the subject of this indemnification, and if requested by Charter School, will defend any claims or litigation to which this indemnification provision applies, at the sole cost and expense of ARI.

It is understood and agreed that such indemnification will survive the termination of this Agreement.

13. **ASSIGNMENT.** This Agreement shall not be assigned, in whole or in part, by either party without the prior written consent of the other party.

14. **NOTIFICATIONS.** All notices, consents, demands, or other communications for one party or the other required or permitted in this Agreement shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a facsimile, or upon the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.
15. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

16. MEDIATION. Disputes arising from this Agreement may be submitted to mediation upon mutual agreement of the parties hereto. The parties shall jointly select a disinterested third party mediator within a reasonable period, and the mediation shall be commenced within thirty (30) days of the selection of the mediator. If the parties elect to mediate but are unable to select a mediator within a 15-day period, any party may petition the superior court of the County to appoint the mediator.

17. COMPLIANCE WITH LAWS AND REGULATIONS. ARI and Charter School in fulfilling the terms of this agreement will act in accordance with applicable laws and regulations.

18. SEVERABILITY. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

19. WAIVER. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

20. ENTIRE AGREEMENT. This Agreement and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations, understandings, and/or agreements are merged herein and are superseded by this Agreement.

21. AMENDMENTS. Nothing herein shall preclude the parties from negotiating or amending this Agreement to include additional services not contemplated by this Agreement. This Agreement may be altered, amended, changed, or modified only by agreement in writing, executed by the duly appointed representatives of Charter School and ARI, with specific reference to both this Agreement and the provision(s) which said instrument purports to alter, amend or modify.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereinabove first written.

Signature on Behalf of ARI:  

______________________________
Casee Weber, Co-Director/CFO

______________________________
Date

Signature on Behalf of Oasis Charter School:  

______________________________
Natalie Zayas, Executive Director

______________________________
Date
Fee Schedule for Services to Charter School

The following are the projected annual and monthly contract fees for Oasis Charter Public School for 2023-24 based upon the estimated 2023-24 enrollment.

<table>
<thead>
<tr>
<th>Charter School</th>
<th>Oasis Charter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projection:</td>
<td></td>
</tr>
<tr>
<td>Estimated Enrollment</td>
<td>175</td>
</tr>
<tr>
<td>ARI Contract Rate</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Service Months</td>
<td>12</td>
</tr>
<tr>
<td>Total Annual Contract</td>
<td>50,000.00</td>
</tr>
<tr>
<td>Monthly Contract</td>
<td>4,166.67</td>
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</tbody>
</table>
Oasis Charter School
Board Agenda Supplemental Information
To be submitted to the Executive Director

TITLE OF AGENDA ITEM: 12.1 Class Size Cap K-2 grade band

BOARD MEETING DATE: March 28, 2023

BOARD AGENDA ITEM INFORMATION

- Given that we have children with special needs and big behaviors at Oasis, a class size of 29, in K-2 has proven to be difficult for staff, teachers, and students.

- The Ed Code states that legally we can have 31 students in this grade band per class, these numbers were set in 1964, when student population and society was different than in 2023.

- The 20:1 that was passed in 1996, ended in 2013. The state went back to the 31 class size.

- Oasis promotes small class sizes. Twenty-seven (27) kindergarteners, or other classes of young children with 4-8 children exhibiting big behaviors, is not conducive to a quality education and makes a class of 27 feel like a class of 35.

- Again, given the behaviors schools are seeing nationwide and the increase in special needs students (especially in charter schools), we ask that the board cap our K-2 classes to 24.

Administration Recommendation: Approve __X_____ Information_______

Person submitting item: Dr. Natalie Zayas
Oasis Charter School
Board Agenda Supplemental Information
To be submitted to the Executive Director

TITLE OF AGENDA ITEM: 12.3 Food Services

BOARD MEETING DATE: March 28, 2023

BOARD AGENDA ITEM INFORMATION

- Oasis uses Revolution Foods for our food services.
- There are only 2 vendors available to us.
- We use the School Food and Wellness Group to assist with reporting and compliance.
- The state 40% of cooking is not required, if we move toward cooking our own food, this would increase funding some.
- I met with the School Food and Wellness Group which consisted of the Coordinator (Fatima), the Special Projects for Self-Op Coordinator (John), and the CEO (Emily).
- Given our numbers, they advised obtaining a contract to retain Revolution Foods for the following reasons:
  - There are only two (2) available vendors;
  - Vendors are becoming more selective as food prices are increasing, and being low on the vendor list increases our need to move quickly.
  - The Special Projects for Self-Op Coordinator, John, outlines it as follows:
    - We would need at least two staff members to self-op. Additionally, they would need to be full time employees (salary plus benefits);
    - We will need to put up at least $35K to get started for all the special equipment needed that we do not have. Our refrigerator, freezer, milk cooler and warming oven belong to the current food vendor, Revolution Foods.
    - This will require job descriptions, training, Health Department approval of the Oasis kitchen;
    - They estimate equipment at $35K and food vendors who will deliver for self-op to be approximately $70K for the first year;
    - Timing is not adequate for the SY 2023-24;
    - We would end up using some of our education dollars for food given our enrollment size;
    - It is not recommended using education dollars for food services, when we already have a viable option;
    - Time is needed to build a budget, obtain grants and donors;
    - We would then be responsible for ensuring all meals meet the State’s nutrition standards (part of the reason children do not always like the food is because it is very healthy). We would have to monitor and report calories, vitamins, minerals, etc. Again, this
would mean employing a staff member with a nutrition degree or certificate to be within compliance;

- The School Food and Wellness Group did not recommend we move toward self-op.

Administration Recommendation: Approve_______ Information____X____

Person submitting item: Dr. Natalie Zayas
TITLE OF AGENDA ITEM: 12.5 Board Meeting Start Time

BOARD MEETING DATE: March 28, 2023

BOARD AGENDA ITEM INFORMATION

• Upon request of a Board Member, this item is for the Board to discuss the start time of the regular Board meetings.
• Currently the start time is 5:15 pm.
• Board requests were to discuss 5:30 pm or a 6:00 pm start time
• Board meetings have been taking approximately 1-1.5 hours this year.

Administration Recommendation: Approve ________ Information __X, for the Board to decide and vote upon______

Person submitting item: Dr. Natalie Zayas
Oasis Charter School
Board Agenda Supplemental Information
To be submitted to the Executive Director

TITLE OF AGENDA ITEM: 12.6 Board Bylaws

BOARD MEETING DATE: March 28, 2023

BOARD AGENDA ITEM INFORMATION

• Board members request to review Bylaws.
• The Bylaws, on the next page, were adopted July 24, 2020 and state the Board of Directors serve 3 year terms.
• Also of note:
  o Article XI, Section 3 (B) states: Ultimately, the Board has the authority to make the final decisions depending on the circumstances;
  o Article XI, Section 2 states: These bylaws may be amended by an affirmative two-thirds (%) vote of the seated Board at any meeting provided the amendments have been submitted to the member of the Board at the meeting prior to the voting meeting.

Administration Recommendation: Approve _________ Information ___X___

Person submitting item:
THIRD AMENDED BYLAWS OF
Under Construction Educational Network, Inc.,
A California Nonprofit Public Benefit Corporation

Article I - Name
The corporation formerly known as All Children for Tomorrow, Inc., shall be called Under Construction Educational Network, Inc., referred to hereafter as UCEN.

Article II - Authority
All Children for Tomorrow was formed by Barbara Blalock on July 26, 1998. Authority was passed to the Board of Directors on March 27, 2000. The Board of Directors officially changed the name of the corporation on April 27, 2000.

Article III - Mission
The mission of the Under Construction Educational Network, Inc., is to provide educational programs and forums for the Monterey Bay region that generate advocacy for active student engagement (Constructivist learning theory) with culturally relevant, intellectually rich curriculum aimed toward equity, social justice and participation in a linguistically and culturally diverse democracy.

Article IV - Offices
Section 1. Principal Office
The principal office of the corporation for the transaction of its business is located at 1135 Westridge Parkway, Salinas, in Monterey County, California.

Section 2. Other Offices
The corporation may also have offices at such other places, within or without the State of California, where it is qualified to do business, as its business may require and as the board of directors may, from time to time, designate.
Article V - Members

There are no members of this corporation.

Article VI - Directors

Section 1. Number

The Board of Directors shall be no less than three (3) and no more than five (5) members and no more than two alternate members at a given time. The board of directors should be a mix of community members and parents with no more than two (2) current parents on the Board at a given time. Ultimately, the Board has the authority to make the final decisions depending on the circumstances.

Section 2. Powers

The Board of Directors shall have all the powers, duties and responsibilities as given by law, and all powers normally given to the members.

Section 3. Terms

The Board Members shall serve one term of three (3) years. The Board members' terms begin when they are voted in.

A) In case of an emergency, the Board can extend a term to no longer than one year.

B) Ultimately, the Board has the authority to make the final decisions depending on the circumstances.

Section 4. Elections

Board Members shall be elected for officer positions at the annual meeting in June by a majority vote of the seated directors. At the Board meeting prior to the Annual Meeting, the Governance Committee shall present the names of recommended Board members for election or re-election. Any current Board of Directors shall not be voting members of any school committee.

Section 5. Vacancies

Vacancies on the Board of Directors shall exist (1) on the death, resignation or removal of any director, and (2) whenever the number of authorized directors is increased.

Since this corporation has no members, directors may be removed for cause by a two-thirds (2/3rd) vote of the seated directors.

Any director may resign effective upon giving written notice to the President of the Board, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs, except upon notice to the Attorney General.

Potential directors to fill vacancies on the board shall be proposed by the President following consultation with the Governance Committee and shall be elected by majority vote of the board or, if the number of directors then in office is less than a quorum, by (1) the unanimous written consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting.

UCEN Approval August 25, 2020
held pursuant to notice or waivers of notice complying with this Article of these Bylaws, or (3) a sole remaining director.

A person elected to fill a vacancy as provided by this Section shall hold office until the next annual election of the Board of Directors or until his or her death, resignation or removal from office. If the remainder of the term is less than one (1) year, that portion shall not be included in the term limit.

Section 6. Removal

A director may be removed for cause by a two-thirds (2/3rd) vote of the seated directors.

Section 7. Compensation

Directors shall serve without compensation but may receive reasonable advancement or reimbursement of expenses incurred in the performance of regular duties in accordance with the provisions of adopted policies.

Section 8. Restriction Regarding Interested Directors

Notwithstanding any other provision of these Bylaws, not more than forty-nine percent (49%) of the persons serving on the board may be interested persons. For purposes of this Section, "interested persons" means either:

a. Any person who has been compensated by the corporation for services rendered it within the previous twelve (12) months, whether as a full- or part-time officer or other employee, independent contractor, or otherwise, excluding any reasonable reimbursement paid to a director as director; or


Section 9. Place of Meetings

A. Meetings shall be held at the principal office of the corporation unless otherwise provided by the board or at such place within or without the State of California that has been designated from time to time by the Board of Directors. In the absence of such designation, any meeting not held at the principal office of the corporation shall be valid only if held on the written consent of all directors given either before or after the meeting and filed with the Secretary of the corporation or after all board members have been given written notice of the meeting as hereinafter provided for special meetings of the board.

Any meeting, regular or special, may be held by conference telephone or similar communications equipment, so as long as all directors participating in such meeting can hear one another and the applicable rules contained in the Brown Act (Government Code sections 54950, et seq.) are followed.

B. Regular meetings of directors shall be held once each month with the May meeting designated as the corporation’s Annual Meeting. All directors will be notified as to the exact time, date, and location by telephone, mail or electronic mail.

C. Special meetings of the Board of Directors may be called by the President of the Board or by a majority of the Board and such meetings shall be held at the principal office of the corporation.

UGEN Approval August 25, 2020
D. Regular meetings of the board may be held with seventy-two (72) hours’ notice in compliance with
the Brown Act. Special meetings of the board shall be held upon four (4) days' notice by first-class
mail or forty-eight (48) hours' notice delivered personally or by telephone, electronic mail. If sent by
mail or electronic mail, the notice shall be deemed to be delivered upon sending. Such notices shall
be addressed to each director at his or her address as shown on the books of the corporation.

The transactions of any meeting of the Board, however called and noticed or wherever held, are as
valid as though the meeting had been duly held after proper call and notice, provided a quorum, as
hereinafter defined, is present and provided that either before or after the meeting each director not
present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes
thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a
part of the minutes of the meeting. Provided, however, that the notice provisions of the Brown Act
will be followed for Regular, Special and Emergency meetings.

Notice of the time and place of holding an adjourned meeting will follow the requirements of the
Brown Act.

E. A quorum for the transaction of business shall consist of a majority of the currently seated Directors.
Any member participating electronically shall be deemed present for the purpose of quorum and
voting.

Except as otherwise provided in these Bylaws or in the Articles of Incorporation of this corporation
or by law, no business shall be considered by the board at any meeting at which a quorum is not
present, and the only motion which the President shall entertain at such meeting is a motion to
adjourn. approval of a matter by the board. Meetings of the Board of Directors shall be presided over
by the President of the Corporation. In his or her absence, the meeting shall be presided over by the
Vice President of the corporation or, in the absence of each of these persons, by a Chairperson
chosen by a majority of the directors present at the meeting. The Secretary of the corporation shall
act as secretary of all meetings of the board, provided that, in his or her absence, the presiding officer
shall appoint another person to act as Secretary of the Meeting. Meetings shall be governed by
commonly accepted parliamentary procedures insofar as such rules are not inconsistent with or in
conflict with these Bylaws, with the Articles of Incorporation of this corporation, or with provisions
of law.

Section 10. Non-Liability of Directors

The directors shall not be personally liable for the debts, liabilities, or other obligations of the
corporation.

Section 11. Indemnification By Corporation of Directors, Officers, Employees and Other Agents

To the extent that a person who is, or was, a director, officer, employee or other agent of this corporation
has been successful on the merits in defense of any civil, criminal, administrative or investigative
proceeding brought to procure a judgment against such person by reason of the fact that he or she is, or
was, an agent of the corporation, or has been successful in defense of any claim, issue or matter, therein,
such person shall be indemnified against expenses actually and reasonably incurred by the person in
connection with such proceeding.

If such person either settles any such claim or sustains a judgment against him or her, then
indemnification against expenses, judgments, fines, settlements and other amounts reasonably incurred

UCEN Approval August 25, 2020
in connection with such proceedings shall be provided by this corporation but only to the extent allowed by, and in accordance with the requirements of, Section 5238 of the California Nonprofit Public Benefit Corporation Law.

Section 12. Insurance for Corporate Agents

The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation (including a director, officer, employee or other agent of the corporation) against any liability other than for violating provisions of law relating to self-dealing (Section 5233 of the California Nonprofit Public Benefit Corporation Law) asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of Section 5238 of the California Nonprofit Public Benefit Corporation Law.

Article VII - Officers

Section 1. Officers

The officers of the corporation shall be a President, a Vice-President, Secretary and Treasurer.

Section 2. Qualification, Election and Term of Office

Any board member in good standing may serve as an officer of this corporation. A slate of Officers shall be presented for consideration by the Governance Committee at the Board meeting prior to the annual meeting. Officers shall be elected by the Board of Directors at the annual meeting in June and shall hold office for one year. Positions are renewable.

Section 3. Removal and Resignation

Any officer may be removed for cause by two-thirds (2/3rd) vote of the Board of Directors, at any time. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Vacancies

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. Duties of the President caused by a vacancy shall be fulfilled by the Vice President until the next election cycle.

Section 5. Duties

The duties of each officer shall be those normally incident to such office and other duties as assigned or designated by the Board.
A. President

The President shall preside at all meetings of the Board of Directors. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors.

B. Vice President

In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President. The Vice President shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.

C. Secretary

The Secretary shall:

a. Certify and keep at the principal office of the corporation the original, or a copy of these Bylaws as amended or otherwise altered to date.

b. Keep at the principal office of the corporation or at such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors.

c. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

d. Be custodian of the records and of the seal of the corporation and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the corporation under its seal is authorized by law or these Bylaws.

e. Exhibit at all reasonable times to any director of the corporation, or to his or her agent or attorney, on request of the bylaws and the minutes of the proceedings of the directors of the corporation.

D. Treasurer

The Treasurer shall:

a. Oversee the preparation of and adherence to an annual budget. The fiscal year shall be July 1 to June 30.

b. Serve on the Board Finance Committee and present quarterly reports to the Board.

c. Exhibit at all reasonable times the books of account and financial records to any director of the corporation, or to his or her agent or attorney, on request therefore.

d. Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

Article VIII - Committees

The Board shall be authorized to appoint such committees as it deems necessary for the conduct of the corporation.

UCEN Approval August 25, 2020
A. All Committee Chairs shall be appointed by the President of the Board with the advice and consent of the Board. They shall serve one-year renewable terms not to exceed three years.

B. Committee members shall be appointed by the Committee Chair, with the advice of the Governance Committee.

C. Committee members (except as designated below) do not need to be members of the Board, however, every committee shall have at least one Board Member. Non-Board members may serve on only one committee at a time.

D. All committees may include, as non-voting members, experts in any given field of knowledge needed for the functions of that committee.

E. Committees shall act in an advisory capacity only to the board.

Article IX - Standing Committees

Section 1. Governance

A. The Governance Committee shall be composed of not less than three (3) Board Members and shall not include any non-Board members;

B. The committee shall act as a recruitment and nominations committee and make nominations for Board Members and Officers and recommendations to fill vacancies.

C. The committee shall also be responsible for the on-going training, mentoring and monitoring of the Members of the Board of Directors and ensuring their engagement and accountability. Additionally, the committee shall track Board terms.

Section 2. Finance

A. The Finance committee shall include at least two (2) Board Members, one being the Treasurer who shall not be the Chair of the committee.

B. The committee shall meet monthly, and at other times as needed, to review the finances and provide budget oversight. They shall work with any and all accountants or outside counsel and deliver quarterly reports to the full Board.

C. The committee shall be responsible for the corporation’s fiscal policies and practices.

D. The committee shall recommend investment of funds as needed to safeguard and maximize the return on such funds.

E. When appropriate, the Finance Committee will cooperate with the Audit Committee, including recommending auditing firms.

UCEN Approval August 25, 2020
Article X - Execution of Instruments

Section 1. Execution of Instruments

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Article XI - Bylaws

Section 1. Adoption of Bylaws

These amended bylaws shall become effective upon approval of the Board.

Section 2. Amendments to Bylaws

These bylaws may be amended by an affirmative two-thirds (2/3\textsuperscript{rd}) vote of the seated Board at any meeting provided the amendments have been submitted to the members of the Board at the meeting prior to the voting meeting.

Article XII - Written Consent of Directors Adopting Bylaws

We, the undersigned, are all of the persons named as the directors of Under Construction Educational Network, Inc. a California nonprofit corporation, and, pursuant to the authority granted to the directors by these Bylaws to take action consent to, and hereby do, adopt the foregoing Bylaws as the Bylaws of this corporation.

Certificate

This is to certify that the foregoing is a true and correct copy of the Bylaws of the corporation named in the title thereto and that such Bylaws were duly adopted by the Board of Directors of said corporation on the date set forth below.

Secretary of the Board of Directors

Date:

UCEN Approval August 25, 2020
Oasis Charter School
Board Agenda Supplemental Information
To be submitted to the Executive Director

TITLE OF AGENDA ITEM: 12.7 Board Terms

BOARD MEETING DATE: March 28, 2023

BOARD AGENDA ITEM INFORMATION

- Board member request
- Board terms are 3 years
- Board is to have 3-5 members (to which only 2 can be parents of students at Oasis) and 2 alternates
- Current Board Members and their terms:

  Jacqueline Vasquez, President  
  Appointed 6/2020  (6/2023 end of term)

  Maria Alvarez, Member (AUSD appointed)  
  Appointed 8/2020  (8/2023 end of term)

  Margie Weibusch, Vice President  
  Appointed 12/2020 (12/2023 end of term)

  Steven Duran Jr., Treasurer  
  Appointed 2/2021 (2/2024 end of term)

  Jamie Stracuzzi, Member  
  Appointed 3/2021 (3/2024 end of term)

Suggestions for Board Members:
- Educators
- Finance
- Policy

Administration Recommendation: Approve_________ Information__X____

Person submitting item: Dr. Natalie Zayas
Oasis Charter School
Board Agenda Supplemental Information
To be submitted to the Executive Director

TITLE OF AGENDA ITEM: 12.8 Oasis Instructional Site Cabling Project

BOARD MEETING DATE: March 28, 2023

BOARD AGENDA ITEM INFORMATION:

- Oasis uses E-rate for quotes and discounts on technology including internet, wifi cabling and more;
- The wiring at Oasis is old and has started to cause technology issues;
- E-rate put a job for cabling of our technology to bid;
- Only one (1) company bid after a lengthy bid process;
- The quote is for $97,673.03;
- E-rate discount is $20,140.20;
- Oasis is responsible for the balance of $77,531.83;
- This is for the SY 2023/24 budget;
- Accounting will work this amount into the building/technology maintenance budget for SY 2023/24;
- E-rate needs Board approval so we can apply for the E-rate money portion;
- This is for SY 2023/24.

Administration Recommendation: Approve __X____ Information_____

Person submitting item:
Oasis Instructional Site Cabling Project Quote

Items/Quantity

HARDWARE/ Labor
On-Site Service Instructional Site Cabling: Keystone Wall Plate
W/Category 6 Keystone Jack Module: Includes all materials, equipment, labor and supervision necessary to install new cat6 cabling & terminate wall jacks, ceiling jacks, face plates and patching down in network cabinet.
190 Drops @ $425.50ea

HARDWARE
Cat6 Shielded Patch Panel - Ultra High Density - 48 Port
4 @ $559.00ea.

HARDWARE
NETGEAR 52-Port Gigabit Ethernet Smart Managed Pro PoE Switch (GS752TP) - with 48 x PoE+ @ 380W, 4 x 1G SFP, Desktop/Rackmount, and ProSAFE Lifetime Protection
4 @ $789.99

HARDWARE
APC 1500VA Smart UPS with SmartConnect, SMT1500RM2UC Rack Mount UPS Battery Backup, Sinewave, AVR, 120V, Line Interactive Uninterruptible Power Supply
2 @ $899.99.

HARDWARE
6 Strand 50/125 Multimode OM3 Indoor/Outdoor Riser
Fiber Optic Cable & Terminate - Aqua
175 LF/LS @ $1495.50

HARDWARE
Ubiquiti UniFi Access Point U6 Long-Range
High-performance, indoor/outdoor WiFi 6 access point with extended signal range.
5 GHz WiFi 6 band (4x4), 2.4 GHz WiFi 4 band (4x4)
3.0 Gbps aggregate throughput rate Horizontal, downward-tilted antenna pattern to widen coverage area
(1) GbE RJ45 port (PoE In) Powered with PoE+ - ceiling mounted
18 @ $199.99

HARDWARE
Wall Mount Rack Server Cabinet Data Network Enclosure 19-
Inch Server Network Rack with Locking Glass Door
1 @ $459.99

ON-SITE Labor
On-Site Service On-Site Hardware Install: Includes all materials, equipment, labor and supervision necessary to install new patch panels, network switches and network cabinet.
1 LS @ $2900.00

Tax $1,179.26

Total Quote w/Tax..................................................................................................................$97,673.03