



El Concilio California Academies Board of Directors

Jose Rodriguez
Board Chair

John Freeman
Board Member

Vanessa Castro-Drivon
Board Treasurer

Agenda

Ruben Harper
Board Member

Cynthia Aguilar
Board Secretary

Marie Jo Fernandez
Board Member

John Solis
Board Member

EL CONCILIO CALIFORNIA ACADEMIES

703 East Swain Road, Stockton, CA 95207

TUESDAY, OCTOBER 13, 2026

4:00PM

Watch live

<https://us02web.zoom.us/j/82081882043?pwd=bOjKCyIyAWJgsVQG0pMt3LfnM675oB.1>

ECCA Board Member's location of virtual attendance:
31400 South Koster Rd, Tracy, CA 95304

Commencement of Meeting
Announce Date of Meeting for the Record
Welcome: *Board Chair Jose Rodriguez*

Roll Call

MINUTES AND AGENDA

1. Action Board of Directors – Regular Meeting Minutes – September 8, 2026
2. Action: Board of Directors – Regular Meeting Agenda – October 13, 2026

PUBLIC COMMENTS/CONSENT ITEMS

Public comments were allowed at this time of the agenda. The Board of Chairperson will recognize any member of the audience wishing to speak on a matter that is not on the agenda but is directly related to El Concilio California Academies business. The Chairperson may allot time for those wishing to speak, but the Board will take no action on matters presented. If appropriate, the Chairperson or any member of the Board may direct that a matter be referred for placement on a future agenda. The public may ask questions relevant to agenda items at the time those items are under consideration

NON-ACTION ITEMS # 1 - 2

1. FY 26-27 August Financials
2. Update on the Charter School Renewal Petition

ACTION ITEM # 1

1. Approval of FY 26-27 After School Education and Safety Program Plan (ASES) contract with San Joaquin County Office of Education

ASTRONAUT JOSE M. HERNANDEZ ACADEMY REPORTS

1. Principal Report: Donita Drulias-Daumer
Report from Principal.
Information item only; no action required

ADJOURN TO TUESDAY, NOVEMBER 10, 2026 AT 4:00 PM

Note: This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C §1213) and Ralph M. Brown Act (California Government Code §54954.2). Person requesting a disability related modifications or accommodation in order to participate in the meeting should contact Cynthia Aguilar at (209) 644-2627 during regular business hours, at least forty-eight hours prior to the time of the meeting. Materials related to an item on the Agenda submitted to the Trustees after distribution of the agenda packet are available for public inspection on the Agency's website <http://www.eccaademies.org>



El Concilio California Academies Board of Directors

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Minutes

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Board Secretary

Marie Jo Fernandez
Board Member

John Solis
Board Member

El Concilio California Academies
703 East Swain Road, Stockton, CA 95207
TUESDAY, SEPTEMBER 8, 2026
4:00PM
Watch Live:

<https://us02web.zoom.us/j/82081882043?pwd=bOjKCyIyAWJgsVQG0pMt3LfnM675oB.1>

Commencement of Meeting

Board Chair Jose Rodriguez commenced the meeting at 4:05PM and called for roll call.

ECCA Board Member's location of virtual attendance:
31400 South Koster Rd, Tracy, CA 95304

Roll Call

Jose Rodriguez
Vanessa Castro-Drivon
Cynthia Aguilar
John Solis
John Freeman (Virtual)
Ruben Harper
Marie Jo Fernandez (Virtual)

Board Chair
Board Treasurer
Board Secretary
Board Member
Board Member
Board Member
Board Member

MINUTES AND AGENDA

1. Board of Directors – Special Meeting Minutes – August 11, 2026

Motion to approve the agenda as listed on the agenda. Approved

RESULTS: Adopted [UNANIMOUS]
MOVER: John Solis, Board Member
SECONDER: Cynthia Aguilar, Board Secretary
AYES: Rodriguez, Castro-Drivon, Freeman, Harper, Jo Fernandez
ABSENT:

2. Board of Directors – Regular Meeting Agenda – September 8, 2026

Motion to approve the agenda as listed on the agenda. Approved

RESULTS: Adopted [UNANIMOUS]
MOVER: Vanessa Castro-Drivon, Board Treasurer
SECONDER: John Solis, Board Member
AYES: Rodriguez, Aguilar, Freeman, Harper, Jo Fernandez
ABSENT:

PUBLIC COMMENTS/CONSENT ITEMS

Public comments were allowed at this time of the agenda. No Public comments were made.

NON-ACTION ITEM #1

1. FY 25-26 June Financials

ACTION ITEMS #1 - 3

1. Approval of FY 25-26 Unaudited Actual Report

Motion to approve Action #1. Approved

RESULTS: Adopted [UNANIMOUS]
MOVER: John Solis, Board Member
SECONDER: Vanessa Castro-Drivon, Board Treasurer
AYES: Rodriguez, Aguilar, Freeman, Harper, Jo Fernandez
ABSENT:

2. Approval of Independent Consultant Agreement, Jim Scheible Renewal Petition

Preparation

Motion to approve Action #2. Approved

RESULTS: Adopted [UNANIMOUS]
MOVER: John Solis, Board Member
SECONDER: Vanessa Castro-Drivon, Board Treasurer
AYES: Rodriguez, Aguilar, Freeman, Harper, Jo Fernandez
ABSENT:

3. Board Approval of the Resolution to Authorize Submission of the Charter Renewal

Petition of Astronaut Jose M. Hernandez Academy to the Stockton Unified School

District

Motion to approve Action #3. Approved

RESULTS: Adopted [UNANIMOUS]
MOVER: John Solis, Board Member
SECONDER: Cynthia Aguilar, Board Secretary
AYES: Rodriguez, Castro- Drivon, Freeman, Harper, Jo Fernandez
ABSENT:

ASTRONAUT JOSE M. HERNANDEZ ACADEMY REPORTS

1. Principal Report: Donita Drulias-Daumer

No Report from Principal.

Informational item only; no action required

ADJOURN TO TUESDAY, OCTOBER 13, 2026 AT 4:00PM

At 4:26pm., Board Chair Jose Rodriguez adjourned the meeting to Tuesday, October 13, 2026 at 4:00pm.

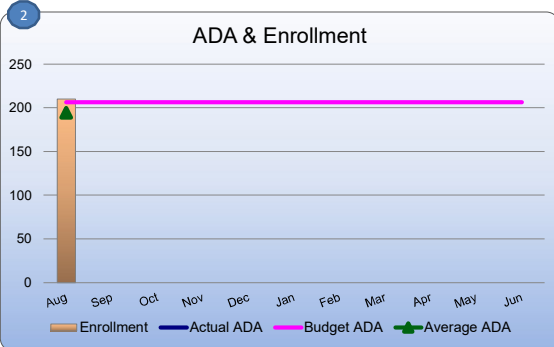
section 1

NON-ACTION ITEMS

ASTRONAUT JOSE M HERNANDEZ ACADEMY - Financial Dashboard (August 2026)

1 Key Performance Indicators

ADA vs. Budget ● Cash on Hand ●
 Net Income / (Loss) ● Year-End Cash ●



KEY POINTS

Enrollment is currently 10 students below budget, resulting in a \$154K decrease in LCFF Revenue.

Forecast includes \$233K of restricted one-time funds. An additional \$204K remains available to spend through FY27/28.

Total revenue is projected at \$4.90M, \$48K (1.0%) under the budget of \$4.95M.

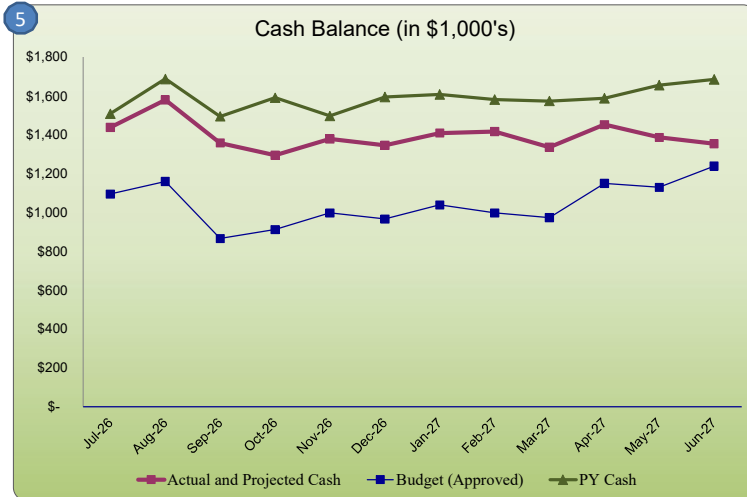
Total expenses are projected at \$4.90M, \$18K (0.4%) under the budget of \$4.92M.

Projected net income of \$4K is \$31K below the budget of \$34K.

Current cash is \$1.58M, with year-end cash projected at \$1.35M (101 days cash on hand; 28% reserve).

Attendance Analysis	Actual through Month 1	Forecast P2	Budget P2	Budget Variance B/(W)	Prior Month Forecast	Prior Mo Variance B/(W)	FY 25-26	FY 24-25
Enrollment	210	212	222	(10)	222	(10)	213	211
Attendance %	92.5%	92.9%	93.0%	-0.1%	93.0%	-0.1%	92.6%	90.5%
Avg Daily Attendance (ADA)	194.22	196.80	206.46	(9.66)	206.46	(9.66)	197.44	192.56

Income Statement	Actual through 08/31/26	Forecast as of 08/31/26	FY 26-27 Budget	Budget Variance B/(W)	Prior Month Forecast	Prior Mo Variance B/(W)	FY 25-26	FY 24-25
Local Control Funding Formula	150,278	3,026,292	3,179,844	(153,552)	3,179,844	(153,552)	2,960,047	2,779,553
Federal Revenue	-	387,499	388,868	(1,369)	388,868	(1,369)	391,466	429,131
State Revenue	560,826	1,171,908	1,062,017	109,891	1,062,017	109,891	1,004,304	1,189,022
Other Local Revenue	26,371	303,370	306,656	(3,287)	306,656	(3,287)	233,847	177,940
Grants/Fundraising	100	14,718	14,718	0	14,718	0	23,522	4,531
TOTAL REVENUE	737,575	4,903,787	4,952,103	(48,317)	4,952,103	(48,317)	4,613,187	4,580,177
Total per ADA		24,918	23,986	932	25,163	(246)	23,365	23,786
w/o Grants/Fundraising		24,843	23,914	928	25,088	(246)	23,246	23,762
Certificated Salaries	202,729	1,300,125	1,432,073	131,947	1,432,073	131,947	1,324,732	1,149,292
Classified Salaries	99,280	915,848	902,844	(13,004)	902,844	(13,004)	811,077	881,642
Benefits	149,632	861,411	866,208	4,797	866,208	4,797	819,780	814,052
Student Supplies	41,773	467,646	466,925	(721)	466,925	(721)	398,424	444,563
Operating Expenses	179,787	1,349,068	1,243,852	(105,216)	1,243,852	(105,216)	1,184,779	1,267,742
Other	991	5,945	5,945	(0)	5,945	(0)	5,945	5,945
TOTAL EXPENSES	674,192	4,900,044	4,917,848	17,804	4,917,848	17,804	4,544,738	4,563,237
Total per ADA		24,899	23,820	(1,079)	24,989	(90)	23,018	23,698
NET INCOME / (LOSS)	63,382	3,742	34,256	(30,513)	34,256	(30,513)	68,448	16,940
OPERATING INCOME	64,373	9,688	40,201	(30,513)	40,201	(30,513)	74,394	22,885



Year-End Cash Balance		
Projected	Budget	Variance
1,353,731	1,238,764	114,967

Balance Sheet	6/30/2026	7/31/2026	8/31/2026	6/30/2027
Assets				
Cash, Operating	1,685,333	1,438,056	1,579,931	1,353,731
Cash, Restricted	0	0	0	0
Accounts Receivable	533,771	398,849	135,313	481,230
Due From Others	3,537	24,304	12,908	12,908
Deposits/Prepays	43,474	0	0	45,647
Net Fixed Assets	18,944	18,449	17,953	12,999
Lease Assets	655,292	639,824	624,314	466,866
Other Assets	0	0	0	0
Total Assets	2,940,351	2,519,482	2,370,420	2,373,383
Liabilities				
A/P & Payroll	178,751	89,461	83,967	109,356
Due to Others	8,281	19	19	7,566
Deferred Revenue	507,186	0	0	190,530
Lease Liabilities	702,430	690,911	679,349	518,486
Other Liabilities	34,564	34,564	34,564	34,564
Total Debt	0	0	0	0
Total Liabilities	1,431,212	814,955	797,899	860,501
Equity				
Beginning Fund Bal.	1,439,434	1,507,883	1,507,883	1,507,883
Net Income/(Loss)	68,448	195,389	63,382	3,742
Total Equity	1,507,883	1,703,271	1,571,265	1,511,625
Total Liabilities & Equity	2,939,095	2,518,226	2,369,164	2,372,126
Days Cash on Hand	136	107	118	101
Cash Reserve %	37.1%	29.3%	32.3%	27.7%



Astronaut Jose M Hernandez Academy Financial Analysis August 2026

Astronaut Jose M Hernandez Academy is projected to have a net income of \$4K in FY26-27 compared to \$34K in the Board-approved budget. The drivers of this negative \$31K variance are detailed in the Income Statement section below.

Balance Sheet

As of August 31, 2026, the unrestricted cash balance was \$1.58M. By June 30, 2027, the unrestricted cash balance is projected to be \$1.35M, which represents a 28% reserve.

As of August 31, 2026, the Accounts Receivable balance was \$135K compared to \$399K in the prior month due to the receipt in FY26-27 of revenue earned and accrued in FY25-26.

As of August 31, 2026, the Accounts Payable balance, including payroll liabilities, totaled \$84K, compared to \$90K in the prior month.

Income Statement

Revenue

Total revenue for FY26-27 is projected to be \$4.90M, which is \$48K or 1.0% under budgeted revenue of \$4.95M. The forecast reflects the following significant revenue variances:

- Expanded Learning Opportunity Program (8595) \$56K increase in ELOP revenue recognized to offset the addition of Scoot After School substitute expenses.
- State Revenue - Other (8599) \$41K increase in Learning Recovery Emergency Block Grant revenue allocated for use in the current fiscal year.

Expenses

Total expenses for FY26-27 are projected to be \$4.90M, which is \$18K or 0.4% under budgeted expenditures of \$4.92M. The forecast reflects the following significant expense variances:

- Teachers' Salaries (1110) \$115K under due to two late hires starting at lower salaries than budgeted and the hiring of one RSP teacher rather than the two budgeted.
- STRS - State Teachers Retirement System (3111) \$32K under due to lower teachers' salaries.
- After School Services (5844) \$60K over due to the addition of Scoot After School substitute expenses, fully offset by ELOP revenue.

ADA

Budget P2 ADA is 206.46 based on enrollment of 222 and a 93.0% attendance rate.

Forecast P2 ADA is 196.80 with ending enrollment of 212 and a 92.9% attendance rate.

Actual ADA through Month 1 is 194.22 with ending enrollment of 210 and a 92.5% attendance rate.

Month 1 ADA is 194.22 with a 92.5% ADA rate.

This report discusses revenue and expenditure variances from the Board-approved budget that exceed both \$20,000 and 10%.

El Concilio

Check Register

07/01/2026-08/31/2026

9122 - BAC xxxxx3143

Date	Check #	Vendor Name	Description	Amount
8/25/2026	2499	ACCIDENT FUND INSURANCE COMPANY OF AMI	07/26 - WORKERS COMP INSURANCE	3,120.20
7/23/2026	2481	ACCIDENT FUND INSURANCE COMPANY OF AMI	08/26 - WORKER'S COMP INSURANCE	7,859.40
8/7/2026	P096966	ALICIA MARIE GRAY	06/26 - ART CLASSES	1,493.45
7/27/2026	EFT07/27/26-AADM	Allied Administrators for Delta Dental	08/26 - DENTAL INSURANCE	1,744.36
8/26/2026	EFT08/26/26-AADM	Allied Administrators for Delta Dental	09/26 - DENTAL INSURANCE	1,120.72
8/13/2026	P097223	Amazon	CRAYONS	219.16
7/27/2026	P096132	Amazon	DRY ERASE MARKERS	318.60
7/7/2026	P095012	Amazon	ERASERS, CRAYONS, BINDER CLIPS, ETC	5,019.15
8/17/2026	P097422	Amazon	FACIAL TISSUES	147.20
8/13/2026	P097224	Amazon	FLYING DISC, CHALK, OFFICE CHAIR	52.80
7/14/2026	P095384	Amazon	LAMINATING SHEETS	697.01
8/25/2026	P097929	Amazon	STORAGE BAGS, NOTEBOOKS	191.98
7/23/2026	P095948	Amazon	STORAGE SHELVES	332.53
8/7/2026	2491	AMM STAFFING, LLC	PAINTING SUPPLIES & LABOR	14,750.00
8/7/2026	2489	AURIELLE SEPULVEDA	06/26 - DANCE CAMP	8,925.00
8/13/2026	E030050	BRADYIFS	COPY PAPER	1,517.18
8/17/2026	E030123	BRADYIFS	TRIANGLE BAGS, WAXED PAPER BAG	653.11
7/7/2026	EFT07/07/26-CAM	CHOICE ADMINSTRATORS	07/26 - MEDICAL INSUARNC	18,128.44
7/21/2026	EFT07/21/26-CAM	CHOICE ADMINSTRATORS	08/26 - MEDICAL INSURANCE	18,128.44
8/21/2026	EFT08/21/26-CAM	CHOICE ADMINSTRATORS	09/26 - MEDICAL INSURANCE	16,875.96
8/17/2026	P097421	CHRISTY WHITE, INC	FY25/26 - CHARTER SCHOOL AUDIT: 2ND PROGRESS	3,375.00
7/27/2026	2484	CHUBB	CYBER ERM INSURANCE	2,391.00
8/25/2026	2501	Curriculum Associates LLC	FY26-27 - PROFESSIONAL LEARNING, I-READY	16,930.00
7/27/2026	E029690	Dataflow Business Systems Inc.	06/11/26-07/10/26 - CONTRACT LEASE CHARGE	470.30
8/17/2026	E030124	Dataflow Business Systems Inc.	07/11/26-08/10/26 - KYOCERA TASKALFA RF39100311, RF39500977	2,021.04
8/25/2026	E030321	Dataflow Business Systems Inc.	FREIGHT	12.50
7/23/2026	E029636	Dataflow Business Systems Inc.	KYOCERA TASKALFA 6053CI RF39500977 & RF39100311	415.52
7/7/2026	2475	DELL TECHNOLOGIES INC.	LAPTOPS	11,039.16
8/31/2026	2505	DENISHA MOLSON	DAY PASSES FOR FIELD TRIP	112.00
8/7/2026	2488	DISCOVERY EDUCATION INC.	SCIENCE TECHBOOK , DISCOVERY EDUCATION, STEM CONNECT	7,500.00
8/25/2026	2497	Donita Drulias-Daumer	PARKING BOARDS	39.24
7/3/2026	178-PAIDM	DURANS FIESTA PARTY RENTALS	RENTAL: OBSTACLE COURSE	475.00
7/7/2026	2473	Eagle Software	07/01/26-06/30/27 - AERIES ENROLL PATH & TRAINING	12,087.04
7/9/2026	2477	EL CONCILIO CALIFORNIA	08/25-06/26 - BOARD MEETING LUNCHES	7,409.88
7/9/2026	2478	ExED	06/26 - MANAGEMENT CONTRACT FEE & CALPADS	10,525.00
7/14/2026	E029436	GREAT MINDS PBC	FY26/27 - MATH STUDENT LICENSE	1,430.00
7/27/2026	2485	GUIDEONE INSURANCE COMPANY	07/01/26-07/01/27 - COMMERCIAL AUTO POLICY	4,541.25
8/17/2026	2494	JORGE LARIOS	REIM: DRINKS & SNACKS	47.58
7/30/2026	EFT07/30/26-KFHPM	Kaiser Foundation Health Plan, Inc.	08/26 - HEALTH PREMIUM	8,892.14
7/23/2026	A033349	LAW OFFICES OF YOUNG, MINNEY & CORR, LLP	06/26 - LEGAL SERVICES	715.50
8/25/2026	A033892	LAW OFFICES OF YOUNG, MINNEY & CORR, LLP	LEGAL SERVICES	106.75
7/14/2026	E029437	Learning A-Z	LAZ-WEBINAR TRAINING	500.00
7/9/2026	2479	LODI UNIFIED SCHOOL DISTRICT	05/26 - BREAKFAST, LUNCH, SNACKS, SUPPER	26,778.25
8/7/2026	2490	LODI UNIFIED SCHOOL DISTRICT	06/26 - BREAKFAST & LUNCH	9,928.60
8/25/2026	P097928	MEALTIME	07/01/26-06/30/27 - SAAS ONLINE APPLICATION	100.00
7/7/2026	2474	MGM TRANSPORTATION, INC	06/25/26 - TRANSPORTATION - DURHAM FERRY	12,925.00
7/7/2026	2472	MUTUAL OF OMAHA	07/26 - LIFE & A&D INSURANCE	255.28
8/7/2026	2487	MUTUAL OF OMAHA	08/26 - LIFE & A&D INSURANCE	161.28
8/31/2026	2506	MUTUAL OF OMAHA	09/26 - LIFE & A&D INSURANCE	215.78
7/23/2026	P095949	Neumiller & Beardslee	05/26 - LEGAL SERVICES	267.50
8/25/2026	2500	New Jerusalem Elementary School District	04/26-06/26 - Q4 OVERSIGHT FEES	7,651.83
8/17/2026	2493	NIEVAS ORTEGA	07/21/26 - POSTAL CENTER - LIVESCAN	25.00
8/18/2026	2496	PARENTSQUARE, INC	FY26/27 - AERIES COMMUNICATION	4,680.00
7/6/2026	EFT07/06/26-PAM	Pathian Administrators	07/26 - VISION PREMIUM	248.90
8/3/2026	EFT08/03/26-PAM	Pathian Administrators	08/26 - VISION PREMIUM	484.18
8/14/2026	142-PAIDM	RENEE GOMEZ GARCIA	08/26 - FINAL CHECK R72	353.91
8/31/2026	2504	SALLY LOWE	STANDING DESK, TUBS, CLAMING, CORNER SUPPLIES	66.67
7/7/2026	2476	San Joaquin County Office of Education	06/26 - STRS PAYMENT	30,063.74
7/30/2026	2486	San Joaquin County Office of Education	07/26 - STRS PAYMENT	24,774.40
8/31/2026	2503	San Joaquin County Office of Education	08/26 - STRS PAYMENT	28,259.03
8/17/2026	2495	San Joaquin County Office of Education	FY26-27 - ANNUAL REPORTING DATA SUBMISSION	1,056.00
8/13/2026	A033677	Scoot Education, Inc.	08/03/26-08/07/26 - SUBSTITUTES	8,083.00
8/25/2026	A033893	Scoot Education, Inc.	08/10/26-08/14/26 - SUBSTITUTES	4,997.00
7/27/2026	2483	Stericycle Inc.	06/30/26 - SHREDDING SERVICES	136.44
8/25/2026	2498	Stericycle Inc.	08/18/26 - SHREDDING SERVICES	133.62
7/23/2026	2482	The Bridge at Stockton	08/26 - COMMON GROUNDS, GAS, ELECTRIC, RENT	24,424.01
8/25/2026	2502	The Bridge at Stockton	09/26 - GAS & ELECTRICITY CHARGES, COMMON GROUND, RENT	24,298.63
8/7/2026	P096965	THOMASKELLY SOFTWARE ASSOCIATES, LP	FY26/27 - EZ REPORTS SAAS	1,500.00
7/17/2026	EFT07/17/26-UTGM	UTILITY TELECOM GROUP LLC	07/26 - MSP DESKTOP SUPPORT, INTERNET SERVICES	2,883.95
8/16/2026	EFT08/16/26-UTG.M	UTILITY TELECOM GROUP LLC	08/26 - MSP DESKTOP SUPPORT & INTERNET SERVICES	854.40
8/18/2026	EFT08/18/26-UTGM	UTILITY TELECOM GROUP LLC	VOID	0.00
8/17/2026	2492	VICTOR MELERO	08/13/26 - AMPM - GAS FOR LAWN MOWER	47.64
7/9/2026	2480	VICTOR MELERO	HITCH PIN, RING CLIP, POWER CORD	59.53
7/7/2026	EFT07/07/26-VM	VISA	STATEMENT ENDING - 07/01/26	264.79

TOTAL

408,308.95

ASTRONAUT JOSE M HERNANDEZ ACADEMY
CREDIT CARD EXPENSES
From 07/01/26-08/31/26

Obj Code	Object Title	Name	Document Number	Line Description	Document Date	Debit	Credit
	Dues & Memberships	VISA	STD08/02/26-1025	ADOBE - ACROBAT SUBSCRIPTION	8/2/2026	\$19.99	
5311	Dues & Memberships	VISA	STD09/01/26-1025	ADOBE - MONTHLY SUBSCRIPTION	9/1/2026	\$19.99	
5311	Dues & Memberships	VISA	STD08/02/26-1025	APPLE - 365 SUBSCRIPTION	8/2/2026	\$12.99	
5311	Dues & Memberships	VISA	STD09/01/26-1025	APPLE - MONTHLY SUBSCRIPTON	9/1/2026	\$12.99	
5913	Mobile Phone	VISA	STD08/02/26-1025	ATT BUSINESS - CELL PHONE	8/2/2026	\$97.87	
5913	Mobile Phone	VISA	STD09/01/26-1025	ATT CELL PHONE - CELL PHONE AFTER SCHOOL PROGRAM	9/1/2026	\$98.94	
4399	All Other Supplies	VISA	STD08/02/26-1025	COSTCO - SUPPLIES FOR PD	8/2/2026	\$86.76	
4371	Custodial Supplies	VISA	STD08/02/26-1025	CREDIT VOUCHER HOME DEPOT - CREDIT FOR HOME DEPOT	8/2/2026		\$54.43
4411	Non Capitalized Equip	VISA	STD09/01/26-1025	CREDIT VOUCHER HOME DEPOT - PORTABLE AIR CONDITIONER	9/1/2026		\$314.29
4391	Food (Non Nutrition Pr	VISA	STD08/02/26-1025	DONUT KING - FOOD FOR PD	8/2/2026	\$51.00	
5911	Office Phone	VISA	STD09/01/26-1025	GO TO CONNECT - PHONES	9/1/2026	\$319.54	
5911	Office Phone	VISA	STD08/02/26-1025	GO TO CONNECT - SCHOOL PHONES	8/2/2026	\$319.54	
4399	All Other Supplies	VISA	STD08/02/26-1025	HOME DEPOT - BUILDING SUPPLIES	8/2/2026	\$97.40	
4399	All Other Supplies	VISA	STD08/02/26-1025	IKEAA - FURNITURE FOR CLASS	8/2/2026	\$89.57	
5831	Advertisement & Recr	VISA	STD09/01/26-1025	MINUTEMAN - ORDER OF BANNER FOR SCHOOL - ADVERTISEME	9/1/2026	\$632.20	
5451	General Insurance	VISA	STD08/02/26-1025	PHLY INSURANCE - INSURANCE	8/2/2026	\$567.53	
5931	Postage & Shipping	VISA	STD08/02/26-1025	PIRATE SHIP - POSTAGE AND SHIPPING	8/2/2026	\$95.52	
5931	Postage & Shipping	VISA	STD09/01/26-1025	PIRATE SHIP - SHIPPING CUMMULATIVE FILE	9/1/2026	\$61.70	
4391	Food (Non Nutrition Pr	VISA	STD08/02/26-1025	RANCHO SAN MIGUEL - FOOD FOR PD	8/2/2026	\$63.69	
5311	Dues & Memberships	VISA	STD08/02/26-1025	SJC TTC ONLINE - RENEWAL PERMIT FOR CHARTER	8/2/2026	\$167.93	
5311	Dues & Memberships	VISA	STD09/01/26-1025	STARBUCKS - MONTHLY PARENT COFERENCE	9/1/2026	\$22.00	
4399	All Other Supplies	VISA	STD08/02/26-1025	THE HOME DEPOT - BUILDING SUPPLIES	8/2/2026	\$54.43	
4399	All Other Supplies	VISA	STD09/01/26-1025	THE HOME DEPOT - ORDER SUPPLIES FOR SCHOOL	9/1/2026	\$115.29	
4411	Non Capitalized Equip	VISA	STD09/01/26-1025	THE HOME DEPOT - PORTABLE AIR CONDITIONER	9/1/2026	\$314.29	
4399	All Other Supplies	VISA	STD09/01/26-1025	THE HOME DEPOT - SUPPLIES FOR CAMPUS	9/1/2026	\$315.01	
4391	Food (Non Nutrition Pr	VISA	STD08/02/26-1025	TOGO MEALTIME - FOOD FOR PD	8/2/2026	\$385.89	
SUBTOTAL						\$ 4,022.06	\$ 368.72
GRAND							
TOTAL						\$	3,653.34

Actuals as of 8/31/2026														
# of months remaining in FY														
State Schedule:	PY P-2	PY P-2	PY P-2	PY P-2	PY P-2	PY P-2	PY P-2	PY P-2	PY P-2	CY P-1	CY P-1	CY P-1	CY P-1	
District Schedule:	PY P-2	PY P-2	PY P-2	PY P-2	PY P-2	PY P-2	PY P-2	PY P-2	CY P-1	CY P-1	CY P-1	CY P-1	CY P-1	
	2026-27	ACTUAL	ACTUAL											
	Budget	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Accrual
8631 Sale of Equipment & Supplies	-	-	-	-										-
8634 Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8650 Leases & Rentals	-	-	-	-										-
8660 Interest & Dividend Income	30,000	2,137	2,210	2,097	2,617	2,617	2,617	2,617	2,617	2,617	2,617	2,617	2,617	-
8662 Net Increase (Decrease) in Fair Value	-	-	-	-										-
8681 Intra-Agency Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8682 Childcare & Enrichment Programs	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8689 All Other Fees & Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8692 Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8694 In Kind Donations	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8695 Contributions & Events	14,718	50	50	75	3,700	-	3,129	3,129	-	4,516	-	31	31	7
8696 Other Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8697 E-Rate	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8698 SELPA Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8699 All Other Local Revenue	-	-	8,800	-										-
8792 Transfers of Apportionments - Other	276,656	-	13,223	13,223	21,166	21,166	21,166	21,166	50,743	25,371	25,371	25,371	25,371	1,233
Total 8600-8799 - Other Income	321,374	2,187	24,283	15,395	27,483	23,783	26,911	26,911	53,360	32,505	27,989	28,020	28,020	1,240
Prior Year Adjustments														
8999 Other Prior Year Adjustment	-	-	-	-										-
Total Prior Year Adjustments	-	-	-	-										-
TOTAL INCOME	4,952,103	509,373	228,202	210,116	351,636	510,326	379,948	469,942	398,348	361,721	475,051	362,691	355,419	291,014
Expense														
1000 - Certificated Salaries														
1110 Teachers' Salaries	1,030,437	67,546	77,356	77,303	76,990	76,990	76,990	76,990	76,990	76,990	76,990	76,990	76,990	-
1120 Teachers' Hourly	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1170 Teachers' Salaries - Substitute	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1175 Teachers' Salaries - Stipend/Excess	37,784	-	-	1,750	-	-	859	-	-	-	-	-	35,865	-
1211 Certificated Pupil Support - Librarian	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1213 Certificated Pupil Support - Guidance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1215 Certificated Pupil Support - Psychological	18,169	-	-	-	-	-	-	-	-	-	-	-	-	-
1299 Certificated Pupil Support - Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1300 Certificated Supervisors' & Administrators	145,808	12,151	12,151	12,151	12,151	12,151	12,151	12,151	12,151	12,151	12,151	12,151	12,151	-
1900 Other Certificated Salaries	199,875	15,724	17,801	17,288	16,657	16,657	16,657	16,657	16,657	16,657	16,657	16,657	16,657	-
Total 1000 - Certificated Salaries	1,432,073	95,421	107,308	108,491	105,798	105,798	106,656	105,798	105,798	105,798	105,798	105,798	141,663	-
2000 - Classified Salaries														
2111 Instructional Aide & Other Salaries	274,296	3,010	20,324	20,480	29,268	25,672	30,033	17,280	25,672	37,226	23,274	29,268	19,802	-
2121 After School Staff Salaries	184,663	2,328	17,241	15,738	21,130	18,249	12,486	11,525	18,249	18,249	16,328	21,130	13,997	-
2131 Classified Teacher Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2200 Classified Support Salaries	91,361	3,852	8,233	8,854	8,945	8,261	6,893	6,665	8,261	7,805	8,945	8,945	7,918	-
2300 Classified Supervisors' & Administrators	185,242	14,427	11,819	8,202	15,437	15,437	15,437	15,437	15,437	15,437	15,437	15,437	15,437	-
2400 Classified Office Staff Salaries	87,838	4,256	7,663	8,618	9,750	9,126	7,878	7,670	9,126	9,126	8,710	9,750	10,166	-
2900 Other Classified Salaries	79,444	837	5,290	6,774	9,493	8,198	5,609	5,178	8,198	8,198	7,335	9,493	5,178	-
Total 2000 - Classified Salaries	902,844	28,709	70,571	68,665	94,023	84,942	78,335	63,755	84,942	96,496	78,889	94,023	72,498	-
Total 1000-2000 - Salaries	2,334,917	124,130	177,879	177,156	199,821	190,740	184,992	169,552	190,740	202,294	184,687	199,821	214,161	-
3000 - Employee Benefits														
3111 STRS - State Teachers Retirement	273,526	16,142	18,413	18,543	20,207	20,207	20,371	20,207	20,207	20,207	20,207	20,207	27,058	-

section 2

ACTION ITEMS

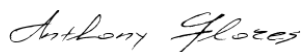
**SAN JOAQUIN COUNTY OFFICE OF EDUCATION
TROY A. BROWN, Ed.D., COUNTY SUPERINTENDENT OF SCHOOLS**

PROFESSIONAL SERVICES AGREEMENT

The San Joaquin County Office of Education, hereinafter called SJCOE, has need of the specialized services of **El Concilio California Academy**, an independent contractor, hereinafter called CONTRACTOR/CONSULTANT, for the period specified herein, according to the following terms and conditions (this contract being the "Agreement"). The CONTRACTOR/CONSULTANT shall be, for the purposes of this Agreement, an independent contractor/consultant and shall not be deemed an employee of SJCOE for any purpose.

By signing this agreement, I attest to having good standing with the San Joaquin County Office of Education and maintain legal authority to enter into this agreement on behalf of the respective parties listed herein. In addition, my signature confirms my organizations acceptance of all terms and conditions set forth in the pages of this agreement.

Executed by the parties on: 07/01/2026
Date



SJCOE Contract Manager's Signature

Anthony Flores, Division Director, Operations & Support Services
San Joaquin County Office of Education
2922 Transworld Drive
Stockton, CA 95206



SJCOE Project Manager's Signature

Donita Drulias-Daumer

Contractor/Consultant Contact

Contractor/Consultant Signature

El Concilio California Academy

Company Name (If Applicable)

Contractor/Consultant Name (Please Type or Print)

703 EAST SWAIN ROAD

Street Address

STOCKTON, CA 95207

City, State, Zip

Total Contract Amount: \$**176,893.69**

Compensation for services stipulated in Article II \$176,893.69

Reimbursable personal expenses to provide services stipulated in Article II shall not Exceed \$0.00

By signing this agreement, the SJCOE project manager confirms to have reviewed the legal and procedural guidelines pertinent to the determination of Independent Contractor Status, including IRS Revenue Ruling 87-41, with regard to this agreement. The SJCOE project manager also believes that the hiring of the named individual(s) under the status of Independent Contractor(s) is appropriate and legal.

SJCOE may provide such supplies and equipment as shown herein for the convenience of CONTRACTOR/CONSULTANT and such accommodation shall not operate as an indicia of employment.

I. TERM

1. Duration: **July 1, 2026 - June 30, 2027**
2. CONTRACTOR/CONSULTANT shall begin services on **July 1, 2026**

II. SERVICE TO BE PERFORMED

CONTRACTOR/CONSULTANT shall: Facilitate the After School Education & Safety Program as part of the After School Base and Supplemental Grant.

A.) The legislation governing the ASES Program requires the Program(s) to provide students with a safe environment, academic support, and educational enrichment. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity (EC Section 8482.6). All ASES programs must:

- Begin immediately upon the conclusion of the regular school day (EC Section 8483[a][1])
- Operate at least until 6 p.m. (EC Section 8483[a][1])
- Operate a minimum of 15 hours per week (EC Section 8483[a][1])
- Operate every regular school day during the regular school year (EC Section 8483[a][1])

- Maintain a student-to-staff member ratio of no more than 20-to-1 (EC Section 8483.4)
- Offer a daily nutritious snack and/or meal (EC Section 8483.3[c][8]) that conforms to both state and federal standards.
- Provide opportunities for physical activity (EC Section 8483.3[c][7])
- Provide all notices, reports, statements, and records to parents or guardians in English and the student's primary language when 15 percent or more of the students enrolled at the school site speak a primary language other than English. This is determined annually based on the language census data submitted to the CDE EXLD for the preceding year (EC Section 48985).

B.) Attend GRASP IT Consortium Meetings:

- Five annual meetings

C.) Complete the Quality Improvement Plan:

- Completion of CQI plan by October 31st of the current fiscal year

D.) Implement STEAM HUB activities, such as:

- Utilizing Sketch
- Gardening
- Robotics
- Science
- Math
- Art
- Outdoor Education

E.) Participating in the Professional Development opportunities such as but not limited to:

- Region 6 Expanded Learning Trainings
- County wide trainings
- Expanded Learning Conferences
- GRASP - IT training

F.) Maintain valid CPR/First Aid training for all staff in Expanded Learning:

- SJCOE provided CPR/First Aid Certification
- Or other accredited training

G.) Complete Monthly Attendance Reports:

- Utilize the current Attendance Platform.

H.) Youth Development Activities:

- Leadership Clubs: Students can join or lead clubs focused on community service, mentoring, or interest-based activities (STEM, arts, sports).

- Career Exploration Workshops: Invite guest speakers or organize field trips to explore various career paths.

- Conflict Resolution Training: Equip students with skills to manage disagreements constructively.

I.) Social-Emotional Learning (SEL) Programs:

- Positive Behavioral Interventions and Supports (PBIS): School-wide behavior support strategies.
- Restorative Practices Circles: Promotes open dialogue, empathy, and conflict resolution.

J.) Prevention Activities:

- Digital Citizenship Workshops: Educate students about online safety, cyberbullying prevention, and responsible internet use.
- Substance Abuse Prevention Programs: Such as Too Good for Drugs or Red Ribbon Week campaigns.
- Anti-Bullying Campaigns: Peer mentoring, kindness challenges, or bystander intervention training.
- Youth Mental Health First Aid

The following schools will be served in the After School Program (grant award amounts listed):

El Concilio/AJMHA - \$176,893.69 (After School Base)

Total Grant Awarded Amount \$203,326.08

District allocation of 85% (\$172,827.17) of the total grant, in addition to the contracted amount, up to 2% (\$4,066.52) of total grant award may be spent on Administration fees. Total of 87%. (\$176,893.69)

Direct grant covers after school program activities and transportation. Contractor agrees to participate in all aspects of the evaluation as required by the CDE and SJCOE. Contractor to provide ASES grant services as outlined in the Certified Assurances attachment. Contractor shall invoice SJCOE with back-up fiscal reports that will serve as the basis for monthly reimbursement. Invoice, Expense Report, and Fiscal Reports shall be due by the 10th of each month. Contractor agrees to establish and submit specific After School Budget Proposals. Contractor agrees to submit attendance student information reports, via web-based system, and/or hard copy information reports required for the evaluation. Contractor agrees to adhere to the conditions in which the grant was funded including the allowing community organizations to provide services for the scope of work stipulated below.

Payment shall be made no later than thirty (30) days after receipt of an invoice properly completed by the CONTRACTOR/CONSULTANT and approved by the Project Manager. All invoices should include their purchase order number and proper back-up stipulated above.

Contractor retains the sole right to control or direct the manner in which the services described herein are to be performed. Subject to the foregoing, SJCOE retains the right to inspect CONTRACTOR/CONSULTANT's work to ensure conformity with the desired result.

Attachment(s) shall become part of the Agreement. If there are any conflicts between the attachment(s) and the initialed pages of this contract, the initialed pages shall be the accepted terms.

1. Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE? ☒ Yes ☐ No
2. Have you or any of your employees previously been employed by the SJCOE? ☐ Yes ☐ No
3. Are you or any of your employees a California Public Employees Retirement System (**CalPERS**) or a California State Teachers Retirement System (**CalSTRS**) member? ☐ Yes ☐ No
If yes, which system? (CalPERS) ☐ (CalSTRS) ☐
4. Are you, any of your employees or sub-contractors a California Public Employees Retirement System (**CalPERS**) or a California State Teachers Retirement System (**CalSTRS**) retiree? ☐ Yes ☐ No
If yes, which system? (CalPERS) ☐ (CalSTRS) ☐

Initials SA _____
SICOE CONSULTANT

Note: If CONTRACTOR/CONSULTANT requires air travel and if such travel is approved as an additional expense, CONTRACTOR/CONSULTANT is expected to purchase coach class 30 day advance ticket.

VII. WARRANTY

CONTRACTOR/CONSULTANT warrants that it has the expertise or has experts available to help in the preparation of services as set forth in Article II in a manner consistent with generally accepted standards of CONTRACTOR'S/CONSULTANT'S profession. CONTRACTOR/CONSULTANT further warrants that he/she will perform said services in a legal-adequate manner in conformance with all applicable federal, state and local laws and guidelines.

VIII. CHANGES

SJCOE or CONTRACTOR/CONSULTANT may, from time to time, request changes in the scope of the service(s) of CONTRACTOR/CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S/CONSULTANT'S compensation and/or changes in the schedule must be authorized in advance by SJCOE IN WRITING. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

IX. LIABILITY OF CONSULTANT-NEGLIGENCE

CONTRACTOR/CONSULTANT shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards of CONTRACTOR'S/CONSULTANT'S profession, and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors, and subcontractors. Except as set forth in this Agreement, SJCOE shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to CONTRACTOR/CONSULTANT or its employees, agents, contractors or subcontractors.

X. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, CONTRACTOR/CONSULTANT shall fully indemnify, defend, and hold harmless SJCOE, its officers, officials, agents and employees from and against any and all claims, damages, demands, liability, costs, losses, and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with CONTRACTOR'S/CONSULTANT'S performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss of damage which was caused by the sole negligence or willful misconduct of SJCOE. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. This indemnity shall apply regardless of any active and/or passive negligent act or omission of CONTRACTOR/CONSULTANT, or its agents or employees. The indemnity in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

XI. CONTRACTOR/CONSULTANT TO PROVIDE INSURANCE

CONTRACTOR/CONSULTANT shall not commence any work before obtaining and shall maintain in force at all times during the term and performance of this Agreement, to the extent required by law, the policies of insurance specified below:

1. I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
2. Comprehensive General Liability Insurance in the amount of \$ 3,000,000 .
3. CONTRACTOR/CONSULTANT must provide a certificate of insurance prior to beginning any work under this Agreement ☒ Yes ☐ N/A
4. If student contact shall occur, the Certificate of Insurance must show liability coverage in the amount of \$ 3,000,000 for Child Abuse, Child Molestation and or Sexual Abuse. No coverage will be accepted without these declarations.
5. By signing this Agreement CONTRACTOR/CONSULTANT confirms that all requirements of this section have been met.
6. The insurance shall name the Superintendent, the County Board of Education, officers or employees as additional named insured in the policy.

SJCOE Project Manager Student Contact Certification:

By signing this agreement, the SJCOE project manager hereby certifies that the **CONTRACTOR/CONSULTANT** for this project will have contact with students as indicated below:

- ☐ **CONTRACTOR/CONSULTANT** will have **NO** contact with students.
- ☒ **CONTRACTOR/CONSULTANT** or its personnel may interact with students in connection with the services provided under Agreement. If student interaction may occur, **CONTRACTOR/CONSULTANT** shall complete and submit the required Contractor Certification of Criminal Background Check, and if applicable, the Sole Proprietor Certification attached hereto.

If **CONTRACTOR/CONSULTANT** is a sole proprietor and will personally perform services under this Agreement that may involve interaction with students, **CONTRACTOR/CONSULTANT** acknowledges that Education Code 45125.1(h) applies to the services provided under this Agreement. **CONTRACTOR/CONSULTANT** shall cooperate with SJCOE in completing any fingerprinting and criminal background check procedures required by applicable law and shall not engage in services involving student interaction until all statutory requirements have been satisfied.

If **CONTRACTOR/CONSULTANT** or any of its employees, agents, subcontractors, or other personnel may interact with students in connection with this Agreement, **CONTRACTOR/CONSULTANT** represents and warrants that it shall comply with all applicable requirements of Education Code section 45125.1, including subdivision (b)(3), and shall ensure that all required fingerprinting and criminal background check obligations have been satisfied before such interaction occurs.

CONTRACTOR/CONSULTANT shall be solely responsible for compliance with these requirements and shall provide SJCOE with certifications of compliance upon request. Nothing herein is intended to alter any responsibilities specifically imposed upon SJCOE by Education Code section 45125.1(h).

XII. ASSIGNMENT

This Agreement is for personal services to be performed by **CONTRACTOR/CONSULTANT** and may not be assigned or subcontracted without SJCOE's prior written consent.

CONTRACTOR/CONSULTANT shall remain responsible for ensuring that any employee, agent, subcontractor, or other individual performing services under this Agreement complies with all applicable requirements of Education Code section 45125.1.

XIII. TERMINATION OF AGREEMENT

This Agreement shall terminate as set out in Article I, except:

1. SJCOE may terminate at any time if **CONTRACTOR/CONSULTANT** does not perform, or refuses to perform, according to this Agreement.
2. SJCOE may terminate services of **CONTRACTOR/CONSULTANT** at any time, if, in the professional judgment of the **PROJECT MANAGER** named herein, **CONTRACTOR'S/CONSULTANT'S** performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet SJCOE'S requirements as specified in Article II.
3. Either party may terminate upon 30 days written notice.
4. In the event of early termination, **CONTRACTOR/CONSULTANT** shall be paid for all work or services performed to the date of termination, based on **PROJECT MANAGER'S** determination of product delivered.

XIV. NOTICES

All notices and demands between the Parties hereto shall be in writing and served either personally or by overnight delivery with a tracking system confirming delivery to the addresses set forth on the signature page of this agreement. Said notices or demands shall be deemed given when personally delivered or confirmed delivered by overnight tracking to the Party to whom said notice or demand is to be given or made.

Such notices and demands may also be sent by facsimile, electronic-mail, or other similar electronic transmission device providing for a permanent record of the notice or demand, and if so served, said notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee. The address to which the notices are to be sent may be changed by either party advising the other in writing of such change.

XV. SJCOE'S RIGHT OF RETENTION

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in connection with those services described in Article II, and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause.

XVI. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and the attachment hereto of an addendum mutually executed setting forth the extended term.

XVII. CERTIFICATION OF CONTRACTOR STATUS

In the performance of services imposed by this Agreement, the CONTRACTOR/CONSULTANT is at all times acting as an independent contractor and not an employee of SJCOE. The CONTRACTOR/CONSULTANT shall not have any claim under this Agreement or otherwise against SJCOE for vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits or any other benefits usually provided to employees. CONTRACTOR/CONSULTANT understands and agrees that no taxes or deductions will be withheld from the payments made hereunder to CONTRACTOR/CONSULTANT and that no taxes will be paid by SJCOE on CONTRACTOR'S/CONSULTANT'S behalf to any governmental taxing body. Further, in the event that SJCOE is hereafter determined to be the employer of the CONTRACTOR/CONSULTANT and is obligated thereby to pay any taxes or charges whatsoever to any taxing body as a result of that determination, CONTRACTOR/CONSULTANT agrees to indemnify and hold harmless SJCOE for all sums paid by the CONTRACTOR/CONSULTANT to the taxing bodies and all expenses incurred incidental thereto, including attorneys' fees and costs. Should CONTRACTOR/CONSULTANT contract with, or employ any persons to assist him on this project, it is agreed that such persons are not employees of SJCOE nor parties to this Agreement and shall have no rights hereunder. CONTRACTOR/CONSULTANT further agrees to make no claim against SJCOE for any unemployment benefits, workers' compensation benefits or medical benefits and expressly agrees the CONTRACTOR/CONSULTANT is not entitled to any such benefits. CONTRACTOR/CONSULTANT agrees that he/she assumes all responsibility in relation to providing SJCOE with an Employer Identification Number or Social Security Number as required by IRS regulations in relation to the conduct of his/her business.

XVIII. CONFIDENTIAL AND TRADE SECRET INFORMATION

CONTRACTOR/CONSULTANT acknowledges that, during the term of this Agreement, CONTRACTOR/CONSULTANT may have access to privileged and confidential knowledge, data, files, records, materials and information, including, but not limited to, confidential student records (collectively, the "Confidential Information"). CONTRACTOR/CONSULTANT shall comply with all laws, regulations, and professional standards pertaining to the confidentiality of SJCOE employment and student records and information which CONTRACTOR/CONSULTANT may have access to in the course of performing services under this Agreement. CONTRACTOR/CONSULTANT covenants and agrees to keep all Confidential Information confidential and not to disclose Confidential Information directly or indirectly during, or subsequent to, the term of this Agreement. CONTRACTOR/CONSULTANT and all of its agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all Confidential Information received in the course of performing the services authorized under this Agreement. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Any use of the Confidential Information accessed by Consultant other than for SJCOE'S benefit in connection with the independent contractor relationship between CONTRACTOR/CONSULTANT and SJCOE established by this Agreement will constitute a wrongful usurpation of the Confidential Information by CONTRACTOR/CONSULTANT. The CONTRACTOR/CONSULTANT hereby agrees to forever hold the Confidential Information in strict confidence and secret.

XIX. INVALID PROVISION

Should any provision of this Agreement be declared invalid, void, or unenforceable by a court of competent jurisdiction, the validity and binding effect of any remaining portions shall not be affected and the remaining portions of this Agreement shall remain in full force and effect as if this Agreement had been executed with said provision eliminated.

XX. GOVERNING LAW

This Agreement and the rights and obligations hereunder shall be governed by and construed and interpreted in all respects in accordance with the laws of the State of California except where otherwise specifically set forth herein.

XXI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY

By signing this Agreement, the CONTRACTOR/CONSULTANT certifies that the CONTRACTOR/CONSULTANT, and any of its Principals, independent contractors, and/or subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and;
2. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph 2. (above) of this section; and
4. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

CO YRW

Contractor Certification of Criminal Background Check

_____ **El Concilio California Academy** _____ certifies that pursuant to Education Code 45125.1, it has conducted criminal background checks, through the California Department of Justice, on all employees providing services to the San Joaquin County Office of Education ("SJCOE"), pursuant to the contract dated 07/01/2026 and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

Contractor/Consultant further certifies, pursuant to Education Code 45125(a), that it will promptly provide the SJCOE with copies of any subsequent and/or conviction reports it receives regarding these applicable employees.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

08/18/2026

Date

El Concilio California Academy

Name of Business

Donita Druis-Dummer

Signature of Contractor/Consultant

Principal

Title of Person Signing Certification

*AR
YRN*

section 3

Astronaut Jose M. Hernandez Academy

3.1 Principal Reports

Principal Report

EL CONCILIO CALIFORNIA ACADEMIES

PRINCIPAL REPORT

October 2026

- We currently have **211** students enrolled and **3** starting on October 12th after break. This number may become higher as new enrollments come in.
- In need of a Special Education Teacher or Aide and Afterschool Educators. We have the following positions posted on our website.
- Charter Renewal Updates: Staff meeting with Mr. Rodriguez went well. Parent meeting is 10/20
- i-Ready Inform BOY results:

	Reading					
BOY	Mid or Above	On Grade	1 Grade Level Below	2 Grade Levels Below	3 or More Grade Levels Below	Students Tested
23-24	4% (7 students)	9% (17 students)	39% (76 students)	13% (25 students)	36% (70 students)	195/212
24-25	4% (8 students)	15% (29 students)	40% (76 students)	17% (33 students)	24% (46 students)	192/203
25-26	6% (11 students)	10% (20 students)	37% (71 students)	22% (42 students)	25% (48 students)	192/196
26-27	7% (14 students)	9% (17 students)	47% (90 students)	20% (38 students)	17% (33 students)	192/192

	Math					
BOY	Mid or Above	On Grade	1 Grade Level Below	2 Grade Levels Below	3 or More Grade Levels Below	Students Tested
23-24	-	7% (13 students)	40% (78 students)	19% (36 students)	35% (67 students)	194/212
24-25	2% (3 students)	4% (8 students)	51% (97 students)	19% (36 students)	25% (48 students)	192/203
25-26	1% (2 students)	2% (4 students)	52% (100 students)	20% (38 students)	25% (48 students)	192/196
26-27	1% (2 students)	6% (11 students)	52% (99 students)	21% (40 students)	21% (40 students)	192/192

- CA Dashboard will be fully released October 15
 - The California School Dashboard is a large online report card that shows how well schools and school districts are doing. Instead of just using one single number or letter grade, this website looks at many different parts of a school to see what is going great and what needs extra support
- School Building Update: Grounds look great. Currently having JD Specialist out to fix broken stalls in the student restrooms.
- Fall Study Trips
 - TK/K/1: Willow Farms Pumpkin Patch or Linden Blooms \$10 per student and \$10 per Adult. 15 Chaperones & 65 students. Science Focus: Life Cycle of a Pumpkin. Math Focus: Number bonds & Counting up to 100. SEL Focus: Shared Spaces

Respectfully,

Donita Drulias-Daumer

section 4

BOARD OF DIRECTORS

4.1 BOD Annual Calendar

4.2 BOD Contact Sheet



Board Meeting Calendar FY 2026-2027 **Location: 703 E. Swain Road, Stockton, CA 95207** **Time: 4:00PM**

Aug 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Sep 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Oct 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Nov 2026						
S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Dec 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Jan 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Feb 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

Mar 2027						
S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Apr 2027						
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18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Jun 2027						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Jul 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31



Board of Directors 2026

BOARD CHAIR

Jose Rodriguez

209.644.2600

jrod@elconcilio.org

BOARD MEMBER

John Solis

209.601.1249

John.solis00@gmail.com

BOARD TREASURER

Vanessa Castro-Drivon

209.598.8606

vd drivon@comcast.net

BOARD MEMBER

Ruben Harper

209.616.3543

Rubenharper16@gmail.com

BOARD SECRETARY

Cynthia Aguilar

209.513.7341

Cynthia.aguilar246@yahoo.com

BOARD MEMBER

Marie Jo Fernandez

209.830.6363

mfernandez@njes.com

BOARD MEMBER

John Freeman

925.766.5281

jfreeman@calwater.com

**BYLAWS
OF
EL CONCILIO CALIFORNIA ACADEMIES**
(A California Nonprofit Public Benefit Corporation)

**ARTICLE I
NAME**

Section 1. NAME. The name of this Corporation is El Concilio California Academies.

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of the Corporation is located at 703 East Swain Road, Stockton, CA 95207, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

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

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

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of the Corporation is to manage, operate, guide, direct and promote growth of one or more public charter schools in the State of California, including but not limited to Delta Bridges Charter School ("Charter School"), a California public charter school. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

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

ARTICLE IV CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. The Corporation’s assets are irrevocably dedicated to public benefit purposes as set forth in the charter governing the charter schools operated as or by the Corporation. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the Corporation. Upon the dissolution or final liquidation of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation shall be distributed to another public school that meets the requirements of Section III.A of IRS Notice 2015-07, or shall be distributed to the State of California, a political subdivision of the State, or an agency or instrumentality of the State or of a political subdivision of the State.

ARTICLE VI CORPORATION WITHOUT MEMBERS

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

ARTICLE VII BOARD OF DIRECTORS

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

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

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

- b. Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California.
- c. Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal.

Section 3. APPOINTED DIRECTORS AND TERMS. The number of directors shall be no less than three (3) and no more than seven (7), unless changed by amendments to these bylaws. All directors shall have full voting rights, including any representative appointed by the chartering authority as consistent with Education Code Section 47604(c). If the chartering authority designates a representative to serve on the Board of Directors, the Board of Directors may appoint an additional director to ensure an odd number of Board members. All directors, except for the representative designated by the chartering authority, shall be appointed by the existing Board of Directors.

Except for the initial Board of Directors, each director shall hold office unless otherwise removed from office in accordance with these bylaws for three (3) years and until a successor director has been designated and qualified. The initial Board of Directors shall consist of five (5) Board of Directors for a term of three (3) years.

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

Section 5. DIRECTORS' TERMS. Each director shall hold office unless otherwise removed from office in accordance with these bylaws for three (3) years with a maximum of two (2) consecutive years and until a successor director has been designated and qualified.

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

Section 7. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies

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

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

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

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

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

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

Section 13. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation unless the Board of Directors designates another location in accordance with these bylaws. The Board of Directors may also designate that a meeting be held at any place within the physical boundaries of the county in which that charter school or schools are located. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Brown Act. A two-way teleconference location shall be established at each schoolsite and each resource center.

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

Section 15. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

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

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

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

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

Section 18. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the

directors present at the inception of any meeting, the meeting shall be adjourned. Directors may not vote by proxy. The vote or abstention of each Board member present for each action taken shall be publicly reported.

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

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the physical boundaries of the county in which that charter school or schools are located;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

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

Section 21. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 22. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at

¹ This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

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

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

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

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

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

ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of the Corporation shall be a President, a Secretary, and a Chief Financial Officer. The Corporation, at the Board's direction, may also have a Chairman of the Board and a Vice-Chair. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties as set forth in any applicable contract for

employment or job specification. Except for the Chairman of the Board and Vice-Chair, officers shall not also be directors (Board members). Except for the Chairman of the Board and Vice-Chair, officers shall not also be directors (Board members).

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

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

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

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

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

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

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

Section 9. **SECRETARY.** The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; the names of the directors present at Board of Directors and committee meetings; and the

vote or abstention of each Board member present for each action taken.

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

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

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

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

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

ARTICLE IX CONTRACTS WITH DIRECTORS

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

ARTICLE X CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Corporation's Conflict of Interest Code have been fulfilled.

ARTICLE XI LOANS TO DIRECTORS AND OFFICERS

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

ARTICLE XII INDEMNIFICATION

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

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

ARTICLE XIII INSURANCE

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

ARTICLE XIV MAINTENANCE OF CORPORATE RECORDS

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

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

ARTICLE XV INSPECTION RIGHTS

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

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

ARTICLE XVI REQUIRED REPORTS

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

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

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

ARTICLE XVII BYLAW AMENDMENTS

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

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

ARTICLE XVIII FISCAL YEAR

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

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the El Concilio California Academies, a California nonprofit public benefit corporation; that these bylaws, consisting of 13 pages, are the bylaws of the Corporation as adopted by the Board of Directors on June 25, 2026; and that these bylaws have not been amended or modified since that date.

Executed on June 25, 2026 at 4:19 pm
Stockton, California.


Cynthia Aguilar, Secretary

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