

# **Bridges Charter School**

# **Board Meeting**

### **Date and Time**

Monday August 14, 2023 at 6:15 PM PDT

### **ON-SITE MEETING LOCATION**

Bridges Charter School 1335 Calle Bouganvilla, Thousand Oaks, CA 91360

### **SATELLITE MEETING LOCATIONS**

(required for board members joining remotely):

In Ventura County:

1196 Portside Drive Ventura, CA 93001

Outside Ventura County: 201 Marquette Ave NW Albuquerque, NM 87102

Community Members may choose to join in-person or via Zoom Meeting at:

Join Zoom Meeting

ID: 85692113923 Passcode: 445470

Community members wishing to speak publicly must be present at the board meeting in person.

Agen	da				
			Purpose	Presenter	Time
I.	Ор	ening Items			6:15 PM
	A.	Record Attendance		Ozge Gunday Heerma	1 m
	В.	Call the Meeting to Order		Ozge Gunday Heerma	
II.	Bra	anding/Marketing			
III.	Go	vernance			6:16 PM
	A.	Consideration of Resignation of Dr. Keith Wheeler	Vote	Ozge Gunday Heerma	2 m
		The board will consider accepting the resignation Directors	of Keith Wheele	r from the Board of	
IV.	Co	nvene Organizational Meeting			6:18 PM
	A.	Election of Officers - President	Vote	Ozge Gunday Heerma	2 m
		The president will preside over board meetings, work with the CEO to set board meeting agendas, will be the direct liaison between the CEO and the board, and will monitor success of board committees. The board president will serve as the chair of the Governance Committee and the CFO of the school, leading the school's Finance Committee.			
	B.	Election of Officers - Vice President	Vote	Ozge Gunday Heerma	2 m

Purpose Presenter Time

In the absence of the Board President, the Vice President will take on all outlined duties of the Board President.

C. Election of Officers - ParliamentarianVoteOzge GundayHeerma

The Parliamentarian will assist in the drafting and interpretation of bylaws, and help to ensure public decorum and conduct of Board meetings.

**D.** Election of Officers - Secretary Vote Ozge Gunday 2 m

The board secretary will primarily be responsible for taking accurate minutes during public board meetings.

### V. Business and Operations

6:26 PM

**A.** Spring release of the 2023-24 Consolidated FYI Rudy Calasin 5 m Application.

Rudy will present the 2022–23 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2022 through June 30, 2023.

**B.** Board Resolution 457(b) plan for classified Vote Rudy Calasin 5 m employees.

This would allow the sites to provide classified employees a savings option in addition to the existing 403(b) option. A 457 allows an employee to make withdrawals upon retirement without penalty rather than waiting until they are  $59 \frac{1}{2}$  which is the age requirement for a 403(b).

C. Expanded Learning Opportunity Calendar for Vote Kelly Simon 5 m Non School Days

As part of the Expanded Learning Program, we are required to offer an enrichment program for 30 additional non school days. We request that the board approve the following dates for offering our enrichment program to families who meet income eligibility:

August. 14-18, 21, 22

September. 25

November, 1, 20, 21, 22

Purpose Presenter Time

December. 21, 22

January. 3,4,5

February. 14, 15

March. 4

April. 3, 4, 5

May. 24

June. 14, 17-21

**D.** Updated Contract for Parsec Education

Vote

Kelly Simon

5 m

This is the updated contract for Parse Education. Parsec is the education software for data analysis and tracking progress of student success.

Approval of this item is recommended.

E. Renewal of the CCSA Membership 23-24 School Vote

Kelly Simon

5 m

Year

The California Charter School Association is the prominent charter advocacy group in the state. CCSA provides its member schools with their expertise that includes legislative updates, local advocacy, research, and a community of support. Bridges benefits from its' membership with CCSA, and approval of this item is recommended.

VI. Personel 6:51 PM

A. Calendar Schedule for School Psychologist

Vote

Kelly Simon

5 m

A calendar to reflect 190 days is being recommended which is an increase of 10 work days for the school psychologist; this allows the school psychologist to participate in staff development, to participate in planning with the administrative team, to design schedules for meetings, and to lead meetings with teachers about students on IEP's, 504's, and SST's.

**B.** 10 Additional Days for School Psychologist

Vote

Kelly Simon

5 m

It is recommended that the board retroactively approve an additional 10 worked days for the 2022-2023 school year for our school psychologist.

Dr. Stifel logged an additional 10 days assisting with scheduling, class placements, meetings with incoming families, and supporting teachers and staff.

Approval of this item is recommended.

Purpose Presenter Time

**C.** 3 Additional Days for Administrative Coordinator

Kelly Simon

5 m

It is recommended that the board approve three additional days over contract in July for the Administrative Coordinator who managed school business when the office was closed.

Vote

### VII. Safety Committee

VIII. Board Policies 7:06 PM

A. Board Resolution: Local Authorization Vote Kelly Simon 5 m

The governing board of a school may assign credentialed teachers, other than an emergency permit to teach any subjects in departmentalized classes in kindergarten or grades 1 to 12, provided that the governing board verifies, prior to the assignment, that the teacher has adequate knowledge of each subject to be taught and the teacher consents to the assignment; and, the governing board believes that Education Code Section 44258.3 gives much needed flexibility to Bridges in regards to teacher assignments; and monitoring by the subject matter specialists will ensure the appropriateness of teacher assignments matter made under this provision.

This resolution specifically allows us to consider alternative assignments for credentialed teachers who may not meet specific credentialing requirements for a subject assigned to them.

Approval of this item is recommended.

### IX. Technology

X. Closed Session 7:11 PM

A. Business Pursuant to Government Code § 54957 Discuss Kelly Simon 15 m (b)~

Consideration of Appointment, Employment, Evaluation of Performance, Discipline, or Dismissal of an Employee.

1 Case ID 1000132

XI. Closing Items 7:26 PM

A. Adjourn Meeting Vote

# Coversheet

# Spring release of the 2023-24 Consolidated Application.

**Section:** V. Business and Operations

**Item:** A. Spring release of the 2023-24 Consolidated Application.

Purpose: FY

Submitted by:

Related Material: 2023-24 Consolidated Application (Spring Release) (1).pdf

### **Consolidated Application**

BRIDGES Charter (56 10561 0121756)

Status: Certified Saved by: Rudy Calasin Date: 7/21/2023 1:35 PM

> \$0 \$0

\$0

\$0

### 2022-23 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2022 through June 30, 2023.

### **CDE Program Contact:**

Induction programs

Books and other supplies

Dues and membership

Travel and conferences

Alice Ng (Fiscal), Division Support Office, <u>ANg@cde.ca.gov</u>, 916-323-4636 Lisa Fassett (Program), Professional Learning Support & Monitoring Office, <u>LFassett@cde.ca.gov</u>, 916-323-4963

2022–23 Title II, Part A allocation	\$4,740
Transferred-in amount	\$0
Transferred-out amount	\$0
2022–23 Total allocation	\$4,740
Professional Development Expenditures	
Professional development for teachers	\$1,163
Professional development for administrators	\$3,577
Consulting/Professional services	\$0

## Personnel and Other Authorized Activities

Certificated personnel salaries	\$0
Classified personnel salaries	\$0
Employee benefits	\$0
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0

### **Program Expenditures**

Direct administrative costs	\$0
Indirect costs	\$0
Equitable services for nonprofit private schools	\$0
Total expenditures	\$4,740
2022–23 Unspent funds	\$0

### \*\*\*Warning\*\*\*

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Report Date:7/21/2023 Page 1 of 4

### **Consolidated Application**

BRIDGES Charter (56 10561 0121756)

Status: Certified Saved by: Rudy Calasin Date: 7/21/2023 1:35 PM

### 2022–23 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

### **CDE Program Contact:**

Leanne Wheeler, Integrated Student Support and Programs Office, <a href="mailto:LWheeler@cde.ca.gov">LWheeler@cde.ca.gov</a>, 916-319-0383 Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

### **Homeless Education Certification**

The LEA hereby assures that the LEA has met the following requirements:

- Designated a staff person as the liaison for homeless children and youths;
- 2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
- a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless:
- b) Includes a dispute resolution process;
- c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;
- 3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

### **Homeless Liaison Contact Information**

Homeless liaison first name	Cindy
Homeless liaison last name	McCarthy
Homeless liaison title	Assistant Director
Homeless liaison email address	cindy.mccarthy@bridgescharter.org
(Format: abc@xyz.zyx)	
Homeless liaison telephone number	805-492-3569
(Format: 999-999-9999)	
Homeless liaison telephone extension	
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1.0

### **Homeless Liaison Training Information**

\*\*\*Warning\*\*\*

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Report Date:7/21/2023 Page 2 of 4

### **Consolidated Application**

BRIDGES Charter (56 10561 0121756)

Status: Certified Saved by: Rudy Calasin Date: 7/21/2023 1:35 PM

### 2022–23 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

### **CDE Program Contact:**

Leanne Wheeler, Integrated Student Support and Programs Office, <a href="mailto:LWheeler@cde.ca.gov">LWheeler@cde.ca.gov</a>, 916-319-0383 Karmina Barrales, Integrated Student Support and Programs Office, <a href="mailto:KBarrales@cde.ca.gov">KBarrales@cde.ca.gov</a>, 916-327-9692

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	Yes
Teachers and instructional assistants	Yes
School counselors	Yes

### **Homeless Education Policy and Requirements**

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	10/15/2018
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

### **Housing Questionnaire Identifying Homeless Children**

Does your LEA use a housing questionnaire to assist with the identification of homeless children and youth	Yes
Does the housing questionnaire include best practices, rights, and protections afforded to homeless children and youth	Yes
Is the housing questionnaire made available in paper form	Yes
Did your LEA administer the housing questionnaire to all student body during the school year	Yes

### Title I, Part A Homeless Expenditures

2022–23 Title I, Part A LEA allocation	\$10,976
2022–23 Title I, Part A direct or indirect services to homeless children reservation	\$100

### \*\*\*Warning\*\*\*

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Report Date:7/21/2023 Page 3 of 4

### **Consolidated Application**

BRIDGES Charter (56 10561 0121756)

Status: Certified Saved by: Rudy Calasin Date: 7/21/2023 1:35 PM

### 2022–23 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

### **CDE Program Contact:**

Leanne Wheeler, Integrated Student Support and Programs Office, <a href="mailto:LWheeler@cde.ca.gov">LWheeler@cde.ca.gov</a>, 916-319-0383 Karmina Barrales, Integrated Student Support and Programs Office, <a href="mailto:KBarrales@cde.ca.gov">KBarrales@cde.ca.gov</a>, 916-327-9692

Amount of 2022–23 Title I, Part A funds expended or encumbered for direct or indirect services for homeless children	\$100
Homeless services provided	Materials and various supports
(Maximum 500 characters)	
No expenditures or encumbrances comment	
Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

10 of 36

### **Consolidated Application**

BRIDGES Charter (56 10561 0121756)

Status: Certified Saved by: Rudy Calasin Date: 7/21/2023 1:35 PM

### 2021-22 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2021 through June 30, 2023.

### **CDE Program Contact:**

Alice Ng (Fiscal), Division Support Office, <u>ANg@cde.ca.gov</u>, 916-323-4636 Lisa Fassett (Program), Professional Learning Support & Monitoring Office, <u>LFassett@cde.ca.gov</u>, 916-323-4963

2021–22 Title II, Part A allocation	\$5,420
Transferred-in amount	\$0
Transferred-out amount	\$0
2021–22 Total allocation	\$5,420

### **Professional Development Expenditures**

Professional development for teachers	\$5,420
Professional development for administrators	\$0
Consulting/Professional services	\$0
Induction programs	\$0
Books and other supplies	\$0
Dues and membership	\$0
Travel and conferences	\$0

### **Personnel and Other Authorized Activities**

Certificated personnel salaries	\$0
Classified personnel salaries	\$0
Employee benefits	\$0
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0

### **Program Expenditures**

Direct administrative costs	\$0
Indirect costs	\$0
Equitable services for nonprofit private schools	\$0
Total expenditures	\$5,420
2021–22 Unspent funds	\$0

### \*\*\*Warning\*\*\*

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Report Date:7/21/2023 Page 1 of 1

### **Consolidated Application**

BRIDGES Charter (56 10561 0121756)

Status: Certified Saved by: Rudy Calasin Date: 7/21/2023 1:34 PM

### 2023–24 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at https://www.cde.ca.gov/fg/aa/co/ca21assurancestoc.asp.

### **CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

### **Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Kelly Simon
Authorized Representative's Signature	
Authorized Representative's Title	Director
Authorized Representative's Signature Date	07/21/2023

\*\*\*Warning\*\*\*

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

### **Consolidated Application**

BRIDGES Charter (56 10561 0121756)

Status: Certified Saved by: Rudy Calasin Date: 7/21/2023 1:35 PM

### 2023-24 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

### **CDE Program Contact:**

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

### **Protected Prayer Certification Statement**

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Kelly Simon
Authorized Representative's Title	Director
Authorized Representative's Signature Date	07/21/2023
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

\*\*\*Warning\*\*\*

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

### **Consolidated Application**

BRIDGES Charter (56 10561 0121756)

Status: Certified Saved by: Rudy Calasin Date: 7/21/2023 1:35 PM

### 2023–24 LCAP Federal Addendum Certification

### **CDE Program Contact:**

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

### **Initial Application**

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

### **Returning Application**

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District	
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter	06/14/2023
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Kelly Simon
Authorized Representative's Title	Director

\*\*\*Warning\*\*\*

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Report Date:7/21/2023 Page 3 of 5

### **Consolidated Application**

BRIDGES Charter (56 10561 0121756)

Status: Certified Saved by: Rudy Calasin Date: 7/21/2023 1:35 PM

### 2023–24 Application for Funding

### **CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, <a href="mailto:ConAppSupport@cde.ca.gov">ConAppSupport@cde.ca.gov</a>, 916-319-0297

### **Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved	Yes
the Application for Funding for the listed fiscal year	

### **District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received	No
from the District English Learner Committee (if applicable) regarding the	
spending of Title III funds for the listed fiscal year	

### **Application for Categorical Programs**

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant)	Yes
ESSA Sec. 1111et seq. SACS 3010	
Title II, Part A (Supporting Effective Instruction)	Yes
ESEA Sec. 2104 SACS 4035	
Title III English Learner	No
ESEA Sec. 3102 SACS 4203	
Title III Immigrant	No
ESEA Sec. 3102 SACS 4201	
Title IV, Part A (Student and School Support)	Yes
ESSA Sec. 4101 SACS 4127	

\*\*\*Warning\*\*\*

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Report Date:7/21/2023 Page 4 of 5

### **Consolidated Application**

BRIDGES Charter (56 10561 0121756)

Status: Certified Saved by: Rudy Calasin Date: 7/21/2023 1:35 PM

### 2023-24 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

### **CDE Program Contact:**

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at https://www.cde.ca.gov/fg/ac/sa/.

2022–23 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	BRIDGES has not identified any deficiencies in time accounting records.

\*\*\*Warning\*\*\*

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

# Coversheet

# Board Resolution 457(b) plan for classified employees.

**Section:** V. Business and Operations

Item: B. Board Resolution 457(b) plan for classified employees.

Purpose: Vote

Submitted by:

Related Material: 457 Board Resolution SAMPLE.pdf

# ADOPTING a 457(b) PLAN RESOLUTION NO.

WHEREAS, Bridges Charter School (the "Employer"), wishes to adopt a deferred compensation plan that qualifies under Section 457 (b) of the Code.

**WHEREAS**, the Employer wishes to offer eligible employees an opportunity to enhance their personal retirement savings by deferring receipt of current compensation.

**BE IT RESOLVED** that the Board does hereby adopt the 457 (b) Plan which will, at all times, conform to the requirements of Section 457(b) of the Internal Revenue Code and applicable regulations.

**FURTHER RESOLVED** that it is the intention of the Board that the 457(b) program will conform with all federal and state statutory and regulatory requirements applicable to 457(b) plans, except that the program set forth above shall not be subject to the requirements of Title I of ERISA because the employer is exempted from such requirements.

**FURTHER RESOLVED** that the Board authorizes **Dr. Kelly Simon, Director** to act on the Board's behalf with respect to this plan, and to take any and all actions necessary or desirable to implement, maintain and administer the plan set forth above in accordance with the Board of Directors intentions, and all applicable state and federal laws.

	· ·	of, 2023 by the Governing Boa, California, by the following vote:	rd
AYES:	NOES:	ABSENT:	
Authorized Agent			

of

# Coversheet

# Expanded Learning Opportunity Calendar for Non School Days

**Section:** V. Business and Operations

Item: C. Expanded Learning Opportunity Calendar for Non School Days

Purpose: Vote

Submitted by:

Related Material: Calendar 23-24 Bridges Charter School 2324.pdf

# Bridges Charter School Calendar 2023-2024

S	Z		٤	-1	71	S	Key Dates/Explanation	S	3	-	8	-	711	S	Key Dates/Explanation
			July				Student Days = 0		180	January					14R 3M Student Dave = 17
						1	4, Holiday – Independence Day		**	2	w	4	5	6	1. Holiday (No School)
2	ω	4	5	6	7	00		7	00	9	10	11	Ζ	ដ	2, Local Holiday (No School)
9	10	11	12	13	14	15		14	15	16	17	18	3	20	3-5 winter break (No School)
16	17	18	19	20	21	22		21	22	23	24	25	Z	27	19 End of First Semester
30	1,	2	6	1	24	2		28	29	30	31			_	15 Holiday - Martin Luther King Jr. (No School)
										Ì					
	ì	A	<b>Jugust</b>				4 R and 3M Student Days = 7			febr	february				14R 3M Student Days = 17
		1	2	3	4	5	16, 21, 22 Teacher Work Day					-	≤	ω	/lid Term Break (No
6	7	00	9	10	11	12	17, 18 Staff Development	4	5	6	7	00	-	10	16 Local Holiday - Lincoln's Birthday (No Scho
13	14	15	W	s:		19	23, First Day of School - All Grades	11	12	13	14	15		17	19 Holiday - Washington's Birthday (No School)
20	W	W	3	Z	Z	26	23-25 Minimum Day	18	19	20	21	22	3	24	
27	28	29	30	31				25	26	27	28	29			
		Sept	September		1	3	1-5 108/9M 6-8 148/5M Student Days = 19			March	3	- C.			THE PARTY AND TH
					≤	2	1						3	2	1 End of Trimester 2
ω		(J	6	7	Ζ	9	4 Holiday - Labor Day (No School)	w	s	(51	6	7	Ζ	٥	4 Staff Development (No School)
17	18	30 25	20 1	21 2	3 3	22 15	25 Local Holiday - Yom Kinnur (No School)	17	MSM	MSM	NSW C	MSM	2	3 16	11-15 Middle School Conference Minimum 6-8 Only
24	25	26	27	28	Z	30		24	25	26	27	28	-	8	29- Spring Break (No School)
								31					-	-1	
		Oct	October				5 ER 14R 2M. Days = 21			Ą	pril				14R 3M Student Days = 17
1	2	ω	4	vı	Z	7	2-13 Kinder Conferences Begin and Continue		1	2	<sub>3</sub>	4	5	a	1-5 Spring Break (No School)
œ	9	10	11	12	ş	14	13 Teacher Work Day	7	00	9	10	11	3	13	8 - 12 CAASPP - Science
15	3	9	2	5	2	21	16-20 Early Release @12:30 Conferences - All Students	14	15	16	17	18	+	20	15 - 25 CAASPP ELA
77	3 2	24	22	07	3	07		22	22	23	24	2	3	//	
29	30	31						28	29	30					
1	Ĭ	Nov	November		V	U	13R ZM Student Days =15			3	May				17 R 4M Student Days = 21
			•	2	Z	4	1 Staff Development				1	2	3	4	
v	6	7	8	9	15	11	10 Holiday Veterans Day	σ.	6	7	8	9	-	11	6 - 17 CAASPP - Math
12	ᅜ	14	15	16	Z	18	10 Last Day of First Trimester	12	13	14	15	16	≤	18	24, Local Holiday (No School)
19	20	21	22	23	24	25	20-24 Fall Break 23rd Hol 24th Local Hol (no school)	19	20	21	22	23	24	25	27 Holiday Memorial Day (No School)
26	27	28	29	30				26	*	28	29	30	3		
Sun State		Dec	December				11R 3M Student Days = 14			June	商				4R 4M 1E Student Days = 9
		130			3	2	21-29 Winter Break (No School)							1	elease @ 12:30
ω	4	v	6	7	z	9	25, Holiday (No School)	2	ω	4	v	6	3	00	13 Last Day of School
10	11	12	13	14	Z	16		9	Z	Z	Z	9	٤	15	13 End of Trimester 3
17	18	19	20	21	22	23		16	17	18	19	20		22	13 End of Semester 2
24	×	26	27	28	29	30		23	24	25	26	27	-	29	14 Teacher Workday
31								30							19, Holiday Juneteenth National Independence Day
								U	ctende	Extended School Year 2023-20	Year 2	2023-2	024		ESY June 17-28 and August 1-14
LEGEND				ì											

185 TEACHER DAYS

4 STAFF DEVELOPMENT DAYS 5 TEACHER WORK DAYS

40MINIMUM DAYS Pleases see Bell Schedule

# Coversheet

# Updated Contract for Parsec Education

**Section:** V. Business and Operations

Item: D. Updated Contract for Parsec Education

Purpose: Vote

Submitted by:

Related Material: Parsec Contract .pdf

Cli	ent	Par	sec Education, Inc.
Client Legal Name "Client")	Bridges Charter Academy	Company Name	Parsec Education, Inc.
Primary Contact, Title	Kelly R. Simon, PhD	Primary Contact	Babatunde Ilori
Billing / Payment Address	1335 Calle Bouganvilla	Billing Address	736 Fulton Street Ste 223
ity/State/Zip	Thousand Oaks 91360	City/State/Zip	Fresno, CA 93721
ī-maìl	kelly.simon@bridgeschart er.org	E-mail	babatunde@parseceducation.c
Phone	(805) 492-3569	Phone	(559) 753-4529
Description of Serv	ices and Fees		
List of License	s and Services		Fees
icense(s):	W.	Effective Date	7/1/2023
ParsecGO+		Termination Date:	6/30/2024
ParsecPRO Service(s):		License Fee; ParsecGO+ (270 students)	\$2,500 \$1,620
Custom Service(s);		ParsecPRO	\$1,500
	#1	Service Fee(s):	
• Consultation (option should be seen to see the seed of the seed	onal) ith Principal Data Scientist ith Senior/ Data Scientists		
		Total:	\$5,620.
Details and Other Te	erms & Conditions		
<ul> <li>ParsecGO</li> <li>State asses</li> <li>Trend anal</li> <li>County, sci</li> <li>Longitudin</li> <li>Student gr</li> </ul>	erms & Conditions  ssment analysis tool ysis reports hool, district comparison hal overview reports oup analysis reports alysis reports		

- ParsecGO+
  - Annual Base: \$2,500
  - CA School Dashboard Filters
  - Cloud-based Data Warehouse
  - Student Enrollment
    - Historical Enrollment Analysis
    - Percentage Breakdown
  - State Assessment
    - Overall
    - Claim Areas
    - Distance From Standard
    - Trend Analysis
    - Spread Analysis
    - Enrollment Length
    - Growth Model
  - Local Assessment
    - Overall
    - By Race/Ethnicity
    - By Student Group
    - Trend Analysis
    - Growth Analysis
    - Correlation Analysis (3rd-6th).
    - Correlation Analysis (MS & HS)
  - Graduation Rate
    - Overall
    - Bty Outcome
    - Student List
  - ELPAC/CAST
    - Overall
    - Trend
    - Student List
  - \$6 per student fee
- ParsecPRO
  - 5 State assessment presentation-ready reports
  - English, Spanish, and Hmong translations available
  - User-friendly online viewing platform (public or password protected)
  - Compare up to 4 reports simultaneously
  - High-quality data visualizations
  - Full-screen presentation mode capabilities
- Multiple Measures Report Card
  - The Multiple Measures Report Card is an individualized student report presenting a 360 view of a child's complete educational experience
    - Modular for easy customization
    - Comprehensive data storytelling
    - Optimized turnaround time
    - Parent-friendly data visuals
    - Can include: grades, state test results, local test results, language tests, reading tests, attendance and behavior

### • Power Standards for Teachers

- "How much time and effort should I devote to teaching a standard?" "What should I assess, and how do I assess it?" These three critical questions are essential to curriculum, instruction, and assessment design, and how we answer them not only determines the entire arc of the school year but touches each student individually. Data is where we look to find the answers to these all-important questions. However, unless that data corresponds with the current standard of measurement (state tests), the information is potentially misguided or irrelevant. In an age where an educator's time is more precious than ever, we want to provide teachers with a clear, definitive road-map for how to find those answers.
- The Power Standards training module aims to do just that by precisely explaining now students are assessed and highlighting what type of knowledge is tested on their state tests. We have studied one of the most commonly implemented state tests in California in detail and worked on summarizing and condensing that knowledge down to a few pages per grade level. We have also created a proprietary algorithm that identifies standards that are more likely to be assessed on a state test. With access to this data, you can make more informed decisions on just how much time and attention to devote to each topic.
- \$175 per teacher
- Authentic Insights: Tailored Evaluation & Consultation for LCAP and SPSA Success

- We provide tailored consultative services to schools and districts seeking support in evaluating the effectiveness of actions outlined in the Local Control Accountability Plan (LCAP) or School Plan for Student Achievement (SPSA). Our unique "street data" approach emphasizes an authentic process that goes beyond standard metrics, allowing educational partners to develop a deeper understanding of their initiatives and make data-driven decisions for improvement.
- \$3,500 per session, \$9,500 for 3 sessions per year (travel/lodge fees are additional)

### Data Capacity Support

- Parsec Education offers data system and analysis coaching services to help you maximize your data capacity and expertise across the district.
  - Coaching Goals:
    - Identifying key data sources
    - Standardizing data architecture across the district
    - Strengthening the data collection, cleansing, and storage process
    - Establishing routine data quality checks
    - Consolidating your data
    - Creating automated procedures
    - Identifying key systemic issues through data review and reflection.
    - Refining the return-on-investment analysis
    - Learning industry-leading data visualization techniques and methods
    - Engaging your stakeholders with data materials
    - Crafting a compelling data story/presentation
- \$3,500 per session (travel/lodgel fees are additional)

### Street Data Capacity Building

- Parsec Education offers street data capacity building sessions where participants will be able to define street data, describe various methods for collecting street data, and identify at least one way to incorporate street data into their educational practice.
- \$3,500 per session (travel/lodge fees are additional)

### Space Station

- Reserve our Partner Summit room for a half day or full day
- Through our Partner Summits, we work with you to identify top areas of focus and guide you in tackling your data head-on
- Our space comfortably seats 25-30 people
- Lunch provided
- \$5,000 for full-day, \$3,500 for half-day

### ParsecPRO+

 Due to the custom nature of Parsec PRO+, please contact us or schedule a demo to inquire about pricing. Our pricing is intentionally designed to be affordable for school districts and charter schools of any size.

### **Agreement**

The agreement by and between the Client and Parsec Education consists of this Service Order and the Terms and Conditions attached to the Service Order.

### **Authorization**

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:	Print Name, Title: Kelly R. Simon, PhD	Date:
Parsec Education Signature:  Balatunde Ilasi	Print Name, Title: Babatunde llori, CEO	Date: 6/8/2023

### **Terms and Conditions**

1 RIGHT TO USE Parsec Education's Proprietary Technologies and Design Templates

1.1 Parsec Education's Proprietary Technologies and Design Templates. Subject to the terms and conditions of this Agreement, Parsec Education hereby grants Client the limited, non-exclusive, non-transferable, non-sub-licensable right to access and use Parsec Education's proprietary technologies and design templates during the Term solely for Client's use (including use by Client's students and staff, as described in the SO, if applicable ("Authorized Users")).

1.2 Limitations, The following limitations and restrictions will apply to Parsec Education's proprietary technologies and design templates: (a) Client will not provide access to Parsec Education's proprietary technologies and design templates to any person who is not an employee or contractor of Client or an Authorized User. (b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of Parsec Education's proprietary technologies and design templates; (ii) modify, translate or create derivative works based on Parsec Education's proprietary technologies and design templates; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on Parsec Education's proprietary technologies and design templates; (iv) use Parsec Education's proprietary technologies and design templates for time sharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to Parsec Education's proprietary technologies and design templates or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Parsec Education or its suppliers on Parsec Education's proprietary technologies and design templates.

### 2 OWNERSHIP; RESERVATION OF RIGHTS

- 2.1 Client Ownership. Client owns (a) any data Client inputs into Parsec Education's proprietary technologies and design templates that identifies Client or its students and staff (including Authorized Users), and (b) any other data and content provided by Client or Authorized Users to Parsec Education or input into Parsec Education's proprietary technologies and design templates. Client hereby grants to Parsec Education a non-exclusive, worldwide, royalty-free, fully paid up, sub-licensable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Parsec Education's obligations under this Agreement, as long as it does not violate 20 U.S.C. 1232g Family Educational and Privacy Rights; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Blind Data") and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, in compliance with 20 U.S.C. 1232g Family Educational and Privacy Rights, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner, in compliance with 20 U.S.C. 1232g Family Educational and Privacy Rights, Client reserves any and all right, title, and interest in and to the Client Data other than the licenses therein expressly granted to Parsec Education under this Agreement.
- 2.2 Parsec Education Ownership, Parsec Education retains all right, title, and interest in and to Parsec Education's proprietary technologies and design templates AND general design, algorithm, and final product of custom-built data analytics tools and report builders, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Parsec Education grants no and reserves any and all rights other than the rights expressly granted to Client under this Agreement with respect to Parsec Education's proprietary technologies and design templates.
- 2.3 Feedback. The Client may, from time to time, provide suggestions, comments for enhancements or functionality, or other feedback ("Feedback") to Parsec Education with respect to Parsec Education's proprietary technologies and design templates. Parsec Education has full discretion to determine whether to proceed with the development of the requested enhancements, features, or functionality. Client hereby grants Parsec Education a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.
- 2.4 Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of Parsec Education's proprietary technologies and design templates and notify Parsec Education promptly of any such unauthorized access or use, and (b) use Parsec Education's proprietary technologies and design templates only in accordance with the documentation and applicable laws and regulations.
- 2.5 Data Security. Parsec Education will implement and maintain reasonable administrative, physical and technical safeguards ("Safeguards") which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program

includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Parsec Education to perform any part of the services hereunder

2.6 Privacy Policy. Parsec Education cares deeply about privacy, and we recognize that it is vital to the educators, students, and other clients we serve. Please see our Privacy Policy at https://www.parseceducation.com/pages/student-privacy for more information about how we protect the privacy of those we serve.

2.7 Right to Data Destruction, If requested by the Client, during or after the term of this agreement, Parsec Education will make reasonable efforts to destroy or otherwise render Client Data inaccessible and no longer available for any future usage...

### **3 FEES; PAYMENT TERMS**

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, the Client will pay a minimum of 50% of all fees within thirty (30) days of signing the service agreement and invoice date. The remaining 50% of fees will need to be paid within (90) days of signing the service agreement and invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1,5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addit on, if any past due payment has not been received by Parsec Education within thirty (30) days from the time such payment is due, Parsec Education may suspend access to Parsec Education's proprietary technologies and design templates until such payment is made.

3.2 Net of Taxes. All amounts payable by Client to Parsec Education hereunder are exclusive of any sales, use and other taxes or duties, however, designated, including without limitation, withholding taxes, royalties know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). The Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Parsec Education. The Client will not withhold any Taxes from any amounts due to Parsec Education.

### **4 TERM, TERMINATION**

4.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the "Term").

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of Parsec Education's proprietary technologies and design templates and all rendered services up to and including the last day on which Parsec Education's proprietary technologies and design templates are provided. Upon any termination of this Agreement for any reason, Parsec Education may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on Parsec Education's proprietary technologies and design templates or on Parsec Education's network. Upon receiving notice to delete any Client Data stored or otherwise archived, Parsec Education will delete the Client Data within (3) days. Upon termination of this Agreement, all rights granted hereunder and all obligations of Parsec Education to provide Parsec Education's proprietary technologies and design templates will immediately terminate and Client will (a) cease use of Parsec Education's proprietary technologies and design templates; and (b) return or destroy all other copies or other embodiments of Parsec Education's Confidential Information.

4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive

### **5 CONFIDENTIALITY**

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified, All information that may not be marked as confidential should be maintained as private information in compliance with 20 U.S.C. 1232g - Family Educational and Privacy Rights.

5,2 Parsec Education's Confidential Information includes, without limitation, Parsec Education's proprietary technologies and design templates and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disc osing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party, Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that, it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder, Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisors (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquire's contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of an actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

### 6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations hereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, Parsec Education's proprietary technologies and design templates ARE PROVIDED ON AN "AS-IS" BASIS AND Parsec Education DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

### 7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF Parsec Education's proprietary technologies and design templates OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE Parsec Education's Proprietary Technologies and Design Templates) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR

OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 GENERAL CAP ON LIABILITY, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF Parsec Education's proprietary technologies and design templates OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE Parsec Education's Proprietary Technologies and Design Templates) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO Parsec Education UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 INDEPENDENT ALLOCATIONS OF RISK, EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES, EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Parsec Education, Except for liability for which Client is responsible under Section

7.5, Parsec Education will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorney's fees) arising from any third party claim, demand or allegation that the use of Parsec Education's proprietary technologies and design templates in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Parsec Education will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of Parsec Education's proprietary technologies and design templates by any party other than Parsec Education without Parsec Education's express consent; (b) the combination, operation, or use of the Parsec Education with other product(s), data or services not provided by Parsec Education where the Parsec Education's Proprietary Technologies and Design Templates would not by itself be infringing; or (c) unauthorized or improper use of Parsec Education's proprietary technologies and design templates. If the use of Parsec Education's proprietary technologies and design templates by Client has become, or in Parsec Education's opinion is likely to become, the subject of any claim of infringement, Parsec Education may at its option and expense (i) procure for Client the right to continue using Parsec Education's proprietary technologies and design templates as set forth he eunder; (ii) replace or modify Parsec Education's proprietary technologies and design templates to make it non-infringing so long as Parsec Education's proprietary technologies and design templates have at least equivalent functionality; (iii) substitute an equivalent for Parsec Education's proprietary technologies and design templates or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement, Section 7.4 states Parsec Education's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party. 7.5 Indemnification by Client, Client will indemnify, defend and hold Parsec Education and the officers, directors, agents, and employees of Parsec Education ("Parsec Education Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Parsec Education Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of Parsec Education's proprietary technologies and design templates in violation of this Agreement or (b) the Client Data

7.6 Indemnification Procedure. If a Client Indemnified Party or a Parsec Education Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceedings against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense, and the Indemnified Party will have the right to participate fully, at its own expense, in defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both Parties hereunder, such consent not to be unreasonably withheld or delayed.

### 8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export of Parsec Education's proprietary technologies and design templates or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or

authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its ousiness or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement, including the Service Order, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. The Client acknowledges that any unauthorized use of Parsec Education's proprietary technologies and design templates will cause irreparable harm and injury to Parsec Education for which there is no adequate remedy at lavz. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Parsec Education will be entitled to injunctive relief in the event Client uses Parsec Education's proprietary technologies and design templates in violation of the limited license granted herein or uses Parsec Education's proprietary technologies and design templates in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without the prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Parsec Education may identify Client and the relationship between Parsec Education and Client in Parsec Education's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the state of California without regard to its conflict of laws provisions. For all disputes relating to this Agreement each party submits to the exclusive jurisdiction of the state and federal courts located in Fresno, California, and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

### 9 DATA SHARING

Parsec Education will receive student-level state and local test scores and student/staff non-academic data and will use the data to analyze the results and generate summary reports at the request of the Client.

To initiate the project, the Client will share the Personally Identifiable Information (PII) with Parsec Education. The specific data sets to be provided are as follows:

[Sludent Name, Student Local ID, Student State ID, Date of Birth, Gender, Race/Ethnicity, Age, Program Participation Indicator, Email Address, Home Address, Grade Level, Parent/Guardian Name]

Client shall retain the right to disclose de-identified student data in place of PIL

Parsec Education agrees to comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA") and applicable state law. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share the PII in a manner not allowed under Federal or state law or regulation.

The Project will be conducted in a manner that does not permit the personal identification of parents and students by anyone other than representatives of Parsec Education with legitimate interests. Client has a right to review any report and final materials derived from the disclosed PII prior to publication to verify the use of proper disclosure avoidance techniques and the confidentiality of PII.

Parsec Education shall employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access. To ensure the continued confidentiality and security of the data, the Parsec Education shall establish a system of safeguards that includes, but is not limited to, the following requirements:

- (i) Procedures and systems that ensure all PII provided by Client are kept in secured facilities and access to such PII is exclusively limited to authorized personnel.
- (ii) Procedures and systems that shall require the use of secure passwords to access the PII.
- (iii) Procedures and systems, such as good practices for assigning passwords shall be developed and implemented to maintain the integrity of the PII.
- (iv) Procedures and systems that ensure that all PII is maintained in a secure manner that prevents the interception, diversion or other unauthorized access.
- (v) PII shall not be transferred or stored on mobile devices (such as smartphones, tablets) or removable storage media.
- (vi) All Parsec Education staff with access to PII shall be subjected to a criminal background check and have no record of any felony convictions or convictions of offenses involving moral turpitude. Any exceptions to this requirement must be approved in advance in writing by Client.
- (vii) All Parsec Education staff with access to PII shall execute affidavits of nondisclosure indicating their individual agreement to comply with the requirements of FERPA in the handling of the PII.

In the event of an unauthorized release of PII, including the breach of any of Parsec Education's security obligations, or any other event requiring notification under applicable law, Parsec Education agrees to:

- Immediately notify Client of such event within 72 hours of discovery; and
- Cooperate with Client to inform all such individuals in accordance with applicable laws; and
- Indemnify, hold harmless and defend Client and its directors, officers, and employees from and against any claims, damages, fees or other harm related to such a data breach.

Parsec Education agrees to use the PII for only the purposes of the Project as specified in this Agreement. Nothing in the Agreement shall be construed to authorize Parsec Education to have access to additional data from Client that is not included in the scope of the Agreement or to govern access to the PII by entities other than the Parties, Parsec Education shall not disclose the PII received under the Agreement with any other entity without prior written approval from Client, Parsec Education understands that the Agreement does not convey ownership of the PII to Parsec Education, Parsec Education acknowledges and agrees that, as between Parsec Education and Client, the PII continues to be the sole and exclusive property and under the direct control of Client and that Parsec Education's use of the PII is subject to the control and discretion of the Client.

Parsec Education shall not redisclose the PII disclosed under the Agreement except as authorized by FERPA. Parsec Education further agrees to not disclose PII obtained under this Agreement to any entity or person ineligible to receive data protected by FERPA, or prohibited from receiving data from any entity for any other reason. Client has the right to audit and/or monitor Parsec Education's policies, procedures and systems to ensure compliance with FERPA.

Within thirty (30) days after termination of this Agreement, Parsec Education will destroy all PII in written, electronic or other tangible form, computer memory, and any hard copy records and shall purge any copies of the PII from its computer systems, Parsec Education agrees to require all employees, contractors, or agents of any kind working on the project to comply with this provision. No other entity is authorized to continue using or accessing the PII obtained under the Agreement upon the termination of the Agreement and the Project described herein, Nothing in this Agreement authorizes Parsec Education to maintain the PII beyond the time period needed to complete the Project.

The terms of this Agreement shall remain in effect until the termination date of the Agreement; Either party may terminate this Agreement by giving the other party notice in writing specifying the date of such termination, which shall be not less than 60 days after the date of receipt of such notice.

Parsec Education will not sell PIL Parsec Education will not use or disclose student information collected through the Project -(whether personal information or otherwise) for behavioral targeting of advertisements to students. Parsec Education will not build a personal profile of a student other than as necessary for completion of the Project.

# Coversheet

# Renewal of the CCSA Membership 23-24 School Year

**Section:** V. Business and Operations

Item: E. Renewal of the CCSA Membership 23-24 School Year

Purpose: Vote

Submitted by:

Related Material: School Invoice (Single-Site) - BRIDGES Charter (1).pdf

PO Box 86087 Los Angeles, CA 90086 • www.ccsa.org

# **Membership Invoice**

Attn: Accounts Payable BRIDGES Charter 1335 Calle Bouganvilla Thousand Oaks, CA 91360-6604

Invoice Date		Member ID				
8/7/23		A-03384				
Member Type	<b>Current Expiration Date</b>	Due Date	P.O. No.			
Charter School						
Membership (Full Year)						
Description						
Charter School Membership ID A-03384						
Membership through 6/30/2024						

We appreciate your support and participation! Please email <a href="mailto:membership@ccsa.org">membership@ccsa.org</a> with any questions.

Number of Students	Amount	
351	\$5,265.00	
Amount Paid:	\$0.00	
Total Amount Due:	\$5,265.00	

### **REMITTANCE STUB**

(Please Return)

Initial Billing

CCSA membership through 6/30/2024 at \$15.00 a student

Please make checks payable to the California Charter Schools Association. Mail payments to:

California Charter Schools Association PO Box 86087 Los Angeles, CA 90086

Questions: You can pay by credit card in the member portal, or if you have questions about your invoice email membership@ccsa.org

Pay by Wire:

City National Bank Account #: 401599797

Account Name: California Charter Schools

Association

Bank Routing #: 122016066 Swift Code: CINAUS6L EIN: 51-0465703

Link to W-9

Member ID: A-03384 BRIDGES Charter 1335 Calle Bouganvilla

Thousand Oaks, CA 91360-6604

Total Amount Due: \$5,265.00

# Coversheet

Board Resolution: Local Authorization

Section: VIII. Board Policies

Item: A. Board Resolution: Local Authorization

Purpose: Vote

Submitted by:

Related Material: Local Authorization.pdf

Bridges Charter School	Board Resolution-  Local Authorization	
	Adopted: 08/14/2023	Revised:

### **Local Authorization for Educators**

### **RESOLUTION EDUCATION CODE 44258.3**

WHEREAS, the governing board of a school district may assign the holder of a credential, other than an emergency permit to teach any subjects in departmentalized classes in kindergarten or grades 1 to 12, inclusive, provided that the governing board verifies, prior to the assignment, that the teacher has adequate knowledge of each subject to be taught and the teacher consents to the assignment; and, WHEREAS, the governing board believes that Education Code Section 44258.3 gives much needed flexibility to the schools in regards to teacher assignments; and monitoring by the subject matter specialists will ensure the appropriateness of teacher assignments matter made under this provision. Subject matter specialists shall be mentor teachers, curriculum specialist, resource teachers, classroom teachers certified to teach a subject, staff to regional subject matter projects or curriculum institutes, or college faculty; and

WHEREAS, the governing board shall establish policies and procedures for the purpose of verifying the adequacy of subject knowledge on the part of each of those teachers. The governing board shall involve subject matter specialists in each of the subjects commonly taught in the district in the development and implementation of the policies and procedures, and at least two subject matter specialists in the assessment of each teacher's competence.

The assignment will be reassessed by subject matter specialists annually if the assignment is to be continued for another year; and

WHEREAS, the governing board has involved subject matter specialists, in subjects commonly taught in the district in the development and implementation of the policies and procedures and has agreed on the following:

- 1. One or more of the following ways in which subject matter competence shall be assessed:
- A. Observation by subject matter specialists
- B. Oral interviews
- C. Demonstration lessons

- D. Presentation of curricular portfolios
- E. Written examinations
- 2. Criteria and standards for verifying subject matter knowledge by any of the above methods.

These criteria shall include, but need not be limited to:

- a . Evidence of the individual's knowledge of the subject matter to be taught.
- B. Demonstrated knowledge of the appropriate curriculum framework, and the specific content of the district's course of study for the subject at the grade level to be taught.

NOW, THEREFORE, BE IT RESOLVED, that these policies and procedures as defined above be approved for the following teacher assignments pursuant to Education Code 44258.3 After other legal assignment options have been exhausted, teaching assignments made following these established policies and procedures, and pursuant to this section, shall be valid only at Bridges Charter School.

The policies and procedures adopted herein and the teaching assignments made pursuant to this section shall be included in the report to the Ventura County Office of Education as required by Education Code Section 44258.9(a)(e), and the principal of the school or other appropriate administrator, shall notify the exclusive representative of the certificated employees for that school district of each teacher assigned under this section.