



Brookfield Engineering Science Technology Academy

BEST Academy Organizational Board Meeting

College and Career Pathways with Guidance and Support

Published on August 22, 2025 at 12:41 PM PDT

Amended on August 26, 2025 at 8:45 AM PDT

Date and Time

Wednesday August 27, 2025 at 10:30 AM PDT

Location

Barker Blue Dog Office
6360 El Cajon Blvd #101
San Diego, CA 92115

BROOKFIELD ENGINEERING SCIENCE TECHNOLOGY ACADEMY

College and Career Pathways with Guidance and Support

1704 Cape Horn, Julian, CA 92036

REGULAR MEETING OF THE BOARD OF DIRECTORS' PROPOSED AGENDA

Wednesday, August 27, 2025

10:30 a.m. Board Meeting

LOCATION

**Barker Blue Dog Office
6360 El Cajon Blvd #101
San Diego, CA 92115**

Join Zoom Meeting

<https://us02web.zoom.us/j/83363729882>

Meeting ID: 934 1098 1120

One tap mobile

+16699006833,,93410981120# US (San Jose)

+12532158782,,93410981120# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

Meeting ID: 934 1098 1120

Find your local number: <https://us02web.zoom.us/u/keyo3bm1Uw>

Before the meeting, please submit a Request to Speak to the Board of Directors for any agenda or non-agenda items to the Executive Director. At most, three (3) minutes are to be allotted to any one (1) speaker, and at most twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognition, and reports to the Board and is not intended to be a question-and-answer period. If you have Action questions for the Board, please provide the Board President with a written copy, and an administrator will provide answers later.

MISSION STATEMENT

Brookfield Engineering Science & Technology Academy will harness the power of a flexible learning environment and modern educational technology to serve learners with diverse backgrounds and goals, seeking an educational alternative that stimulates and supports independent learning, provides a strong social-emotional approach, and supports STEM college and career readiness.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE: Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY. The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY
Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Brookfield Engineering Science and Technology Academy at 833-619-2378.

Agenda

	Purpose	Presenter	Time
I. Opening Items			10:30 AM
A. Record Attendance / Roll Call	Vote		1 m
Roll Call Marcella Nino Debra Webb Cassandra Bolden Gary McCloskey			
B. Call the Meeting to Order	Vote		1 m
Board Meeting called to order at: Roll Call Marcella Nino Debra Webb Cassandra Bolden Gary McCloskey			
C. Approve Minutes	Approve Minutes		1 m
Minutes will be approved at the APPROVAL OF CONSOLIDATED MOTION FOR CONSENT CALENDAR section further down on the agenda.			
II. Pledge of Allegiance			

Purpose Presenter Time

[https://Flag](#)

III. PUBLIC COMMENTS / RECOGNITION

IV. CORRESPONDENCE / PROPOSALS / REPORTS / INFORMATION 10:33 AM

A. BUDGET / SCHOOL UPDATE Discuss 5 m

- 1. Enrollment Update
- 2. Employee Update
- 3. Executive Director salary catch-up

B. BROWN ACT TRAINING - October meeting FYI 5 m

V. APPROVAL OF CONSOLIDATED MOTION FOR CONSENT CALENDAR 10:43 AM

1. The board considers all matters under the consent agenda routine and will approve, ratify, and enact them in one motion in the form listed below. Unless a board member specifically requests further discussion or removal from the agenda, these items will not be discussed further prior to the Board vote. Comments by the Board may be made at the discretion of the Chairperson.

A. CONSENT AGENDA Vote Alex Soriano 5 m

[CONSENT FOLDER](#)

- 1. Minutes: June 10, 2025
- 2. Expense Reports
- 3. Check Register

Motion: 1st_____ 2nd:_____

Roll Call

- Marcella Nino
- Debra Webb
- Cassandra Bolden
- Gary McCloskey

	Purpose	Presenter	Time
VI. ACTION ITEMS - Organization of the Board of Directors			10:48 AM
The annual Organizational meeting establishes the board's operational structure			
A.	Election of the President (Chair) of the Board	Vote	5 m
	Motion: 1st_____ 2nd:_____		
	Roll Call		
	Marcella Nino		
	Debra Webb		
	Cassandra Bolden		
	Gary McCloskey		
B.	Election of the Vice President (Vice Chair) of the Board	Vote	5 m
	Motion: 1st_____ 2nd:_____		
	Roll Call		
	Marcella Nino		
	Debra Webb		
	Cassandra Bolden		
	Gary McCloskey		
C.	Appoint the Executive Director as Secretary of the Board	Vote	5 m
	Motion: 1st_____ 2nd:_____		
	Roll Call		
	Marcella Nino		
	Debra Webb		
	Cassandra Bolden		
	Gary McCloskey		
D.	BEST Academy Board ByLaws - Approval establishes bylaws developed in conjunction with legal counsel.	Vote	5 m
	Motion: 1st_____ 2nd:_____		
	Roll Call		
	Marcella Nino		
	Debra Webb		
	Cassandra Bolden		
	Gary McCloskey		

Purpose	Presenter	Time
---------	-----------	------

VII. ACTION ITEMS

11:08 AM

- | | | |
|---|-------------|------------|
| <p>A. Unaudited Actuals - Approval provides a final, comprehensive look at the school's finances for the past fiscal year, before an official external audit is completed. This allows the board to meet legal reporting requirements and make informed decisions for the current and future school years.</p> | <p>Vote</p> | <p>5 m</p> |
|---|-------------|------------|

Motion: 1st_____ 2nd:_____

Roll Call

Marcella Nino

Debra Webb

Cassandra Bolden

Gary McCloskey

- | | | | |
|-----------|---|------|-----|
| B. | Memorandum of Understanding with Julian Union School District - Agreement for Transportation Services 2025-2026 | Vote | 5 m |
|-----------|---|------|-----|

Approval will allow Julian USD to provide field trip transportation for BEST Academy from July 1, 2025, to June 30, 2026..

Motion: 1st _____ 2nd: _____

Roll Call

Marcella Nino

Debra Webb

Cassandra Bolden

Gary McCloskey

- | | | | |
|-----------|--|------|-----|
| C. | Contract Agreement with Aaron Holbrook -
Approval of the contract will develop and submit
AG high school courses to the University of
California Doorways website for AG approval | Vote | 5 m |
|-----------|--|------|-----|

Motion: 1st_____ 2nd:_____

Roll Call

Marcella Nino

Debra Webb

Cassandra Bolden

Gary McCloskey

	Purpose	Presenter	Time
<p>D. Membership to California Charter Schools Association - Approval continues support from CCSA, a non-profit organization that advocates for and supports high-quality, non-profit charter schools in California. CCSA works to advance the charter school movement through state and local advocacy, leadership on accountability, and providing resources to member schools.</p> <p>Motion: 1st_____ 2nd:_____</p> <p>Roll Call</p> <p>Marcella Nino</p> <p>Debra Webb</p> <p>Cassandra Bolden</p> <p>Gary McCloskey</p>	Vote	James Mays	5 m
<p>E. Unpaid Time Off Policy - Approval establishes the process and expectations for unpaid time off for both non-exempt (hourly) and exempt (salaried) employees when Paid Time Off (PTO) has been exhausted or is otherwise unavailable</p> <p>Motion: 1st_____ 2nd:_____</p> <p>Roll Call</p> <p>Marcella Nino</p> <p>Debra Webb</p> <p>Cassandra Bolden</p> <p>Gary McCloskey</p>	Vote	Andrew Corder	5 m
<p>F. Intra Office Relations (Fraternization) Policy - Approval outlines expectations to help prevent conflicts of interest, favoritism, or disruption to the workplace.</p>	Vote	Andrew Corder	5 m
<p>G. BambooHR Portal Renewal - Approval expands the products to include payroll, benefits administration, and time tracking.</p>	Vote	Andrew Corder	5 m
<p>H. Specialized Therapy Services Contract - Approval establishes Special Education support for students and families</p> <p>Motion: 1st_____ 2nd:_____</p>	Vote	Celeste Danner	3 m

	Purpose	Presenter	Time
Roll Call Marcella Nino Debra Webb Cassandra Bolden Gary McCloskey			
I. Memorandum of Understanding with National University - Approval establishes practicum support for candidates enrolled in the university's credential program Motion: 1st_____ 2nd:_____	Vote		5 m
Roll Call Marcella Nino Debra Webb Cassandra Bolden Gary McCloskey			
J. Independent Study Policy BP6158 - Approval defines the structure and requirements of the independent study program. This policy outlines how independent study is implemented to ensure that it meets California's legal and academic expectations Motion: 1st_____ 2nd:_____	Vote	Alex Soriano	5 m
Roll Call Marcella Nino Debra Webb Cassandra Bolden Gary McCloskey			
VIII. BOARD COMMENTS			
IX. DIRECTOR’S COMMENTS			
X. Closing Items			11:56 AM
A. Regular Board Meetings	FYI		3 m

	Purpose	Presenter	Time
	<ul style="list-style-type: none">• October 1, 2025• November 5, 2025• December 3, 2025• January 29, 2026• February 25, 2026• April 1, 2026• May 6, 2026• June 3, 2026• June 10, 2026, may change based on the Graduation date		

B.	Adjourn Meeting	Vote	1 m
-----------	-----------------	------	-----

Motion to adjourn the Board of Directors meeting at:

Motion: 1st_____ 2nd:_____

Roll Call

- Marcella Nino
- Debra Webb
- Cassandra Bolden
- Gary McCloskey

Coversheet

BUDGET / SCHOOL UPDATE

Section:	IV. CORRESPONDENCE / PROPOSALS / REPORTS / INFORMATION
Item:	A. BUDGET / SCHOOL UPDATE
Purpose:	Discuss
Submitted by:	
Related Material:	ASorianoFIXED TERM EMPLOYMENT AGREEMENT.pdf JmaysFIXED TERM EMPLOYMENT AGREEMENT.pdf Jim_s_21-22_Contract signed.pdf ASoriano FIXED TERM EMPLOYMENT AGREEMENT.docx.pdf

**FIXED TERM EMPLOYMENT AGREEMENT
BETWEEN
BROOKFIELD ENGINEERING SCIENCE TECHNOLOGY ACADEMY
AND ALEJANDRO SORIANO**

This Employment Agreement (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the School Board (“Board”) of the Brookfield Engineering Science Technology Academy (“BEST Academy”), a California public charter school approved by Julian Union School District (“District”). The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of BEST Academy’s Charter. The parties recognize that the provisions of the California Education Code do not govern BEST Academy, except expressly set forth in the Charter Schools Act of 1992 and its successors.

RECITALS

WHEREAS, BEST Academy is a charter school, organized and operating pursuant to the provisions of the Charter document (“Charter”) and applicable law; and

WHEREAS, BEST Academy desires to retain the services of an Executive Director by way of this Agreement and the Employee is qualified to carry out and perform the duties and functions as outlined in the job description attached and incorporated to this Agreement as Attachment A; and

WHEREAS, the Employee and BEST Academy desire to formalize the employment relationship by way of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM:** BEST Academy hereby employs the Employee to serve as the Executive Director for a two (2) year term, beginning August 7, 2019 and ending July 31, 2021.
2. **DUTIES:** The Employee shall perform the duties of the Executive Director as directed by the Board, Board Policy or procedures, prescribed by the Charter, or specified in the attached job description which is incorporated by reference as Attachment A to this Agreement. The Board may alter this description and the job duties for the Employee from time to time.
3. **WORK YEAR:** In accordance with the term of this Agreement, the Employee shall be considered a 12-month employee.
4. **WORK SCHEDULE:** The Executive Director position is a full-time position, which is exempt from state and federal overtime law. As a minimum performance requirement,

the work schedule for the Employee shall be Monday through Friday, with daily work hours of 7:30 a.m. to 4:30 p.m. As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the daily work schedule, including on weeknights, weekends, and before/after school year.

5. COMPENSATION: The Employee will receive a salary of \$135,000 (one hundred thirty-five thousand dollars) per year over two years, to be paid in equal increments of \$11,250 per month, subject to all regular withholdings. The Employee's salary is dependent on ongoing enrollment, and BEST Academy expenses, and may be adjusted or deferred by mutual written agreement of the parties. The Employee's compensation may be prorated depending upon whether he remains employed, or in active work for all scheduled workdays of the position.
6. BENEFITS:
 - a. Health/Retirement Benefits: At BEST Academy's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to BEST Academy's certificated employees, including entitlement to participation in the 403(b) tax deferred plan.
 - b. Vacation Leave: The Employee shall be entitled to accrue Vacation Leave at the rate of 2.5 days per month of employment (30 total days per school year). The Employee shall not utilize an accrued Vacation Leave day until 90 days of employment. All unused days of Vacation Leave at the end of the school year shall roll over to the next academic year and are paid out at salary at time of separation from employment.
 - c. Sick Leave: The Employee shall be entitled to accrue sick leave at the rate of 0.5 days per month (6 days per school year). Sick days do not accrue or carry over from year to year and are not paid out upon separation from employment.
 - d. Holidays: The Employee is entitled to holidays according to the calendar of holidays observed by BEST Academy annually and Federal Holidays for 2019-2020.
7. EVALUATION: The Board shall evaluate the performance of the Employee pursuant to adopted evaluation protocols for this position. At a minimum, the Board shall evaluate the performance of the Employee at least once annually, and this evaluation shall be based on the job description and performance objectives for the position.
8. EXPENSE REIMBURSEMENT: BEST Academy shall reimburse the Employee for all documented, actual and necessary expenses personally incurred within the scope of employment in accordance with applicable BEST Academy policy and authorization.
9. FINGERPRINTING/TB CLEARANCE: Fingerprint clearance for the Employee will be acquired through submitting the Employees fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process and will be required to submit evidence from a licensed physician

that he was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. CHILD ABUSE AND NEGLECT REPORTING: California Penal Code section 11166 required any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows is reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing the Agreement, the Employee acknowledges he is a childcare custodian and is certifying that he has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. PROFESSIONAL DUES AND MEMBERSHIPS: BEST Academy encourages Employee to participate in professional development, leadership activities, and professional organizations. As such, BEST Academy will provide annual fees and dues on behalf of the Employee for membership and participation in relevant local, state and national professional development as approved by the Board.

12. TERMINATION OF CONTRACT:

This Agreement may be terminated by any of the following:

- a. The Board may terminate The Employee at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of the Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; any ground enumerated in the Employee handbook; or Employee's failure to perform his duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description. The Board shall not terminate this Agreement pursuant to the paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his choice at a conference with the Board. If terminated for cause, no further salary is owed to Employee after final date of termination.
 - b. Early Termination Without Cause: The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of his salary (based on any remaining calendared work days) for the term of this Agreement, as otherwise limited by this Agreement or law. The Board shall also buyout all accrued Vacation Leave at the Employees salary rate at the time of termination.
13. NON-RENEWAL/EXPIRATION OF TERM: The Board may elect not to offer future employment agreements to the Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.

14. ADDITIONAL CONTRACT PROVISIONS: The following provisions are either required to be included in this Agreement by law or desired by the Board:

- a. Limitations on Cash Settlements: In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12).
- b. Required Reimbursement: The Employee shall be required to reimburse BEST Academy for any salary or fees he receives from BEST Academy in relation to his placement on paid administrative leave pending criminal charges if he is convicted of a crime involving the abuse of his office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse BEST Academy for any cash settlement he receives in relation to his termination if he is convicted of a crime involving the abuse of his office/position.

15. ENTIRE AGREEMENT: This entire Agreement supersedes any and all other Agreements, whether oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.

16. WAIVER: Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, and breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual or requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

17. JURISDICTION: The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the state of California and shall be governed by, and construed under the laws of the state of California.

18. AMENDMENTS: No addition to, or modification of, any provisions contained in the Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both of the parties hereto.

19. INTERPRETATION AND OPPORTUNITY TO COUNSEL: The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.
20. SEVERABILITY: If any term, provision, condition or covenant of the Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
21. EXECUTION OF COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
22. SIGNATURES: In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

The Governing Board of and on Behalf of Brookfield Engineering Science Technology Academy

DATED: _____

By: _____
Patricia Karlin, Board Chair

DATED: _____

By: _____
Alejandro Soriano, Executive Director

**FIXED TERM EMPLOYMENT AGREEMENT
BETWEEN
BROOKFIELD ENGINEERING SCIENCE TECHNOLOGY ACADEMY
AND JAMES MAYS**

This Employment Agreement (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the School Board (“Board”) of the Brookfield Engineering Science Technology Academy (“BEST Academy”), a California public charter school approved by Julian Union School District (“District”). The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of BEST Academy’s Charter. The parties recognize that the provisions of the California Education Code do not govern BEST Academy, except expressly set forth in the Charter Schools Act of 1992 and its successors.

RECITALS

WHEREAS, BEST Academy is a charter school, organized and operating pursuant to the provisions of the Charter document (“Charter”) and applicable law; and

WHEREAS, BEST Academy desires to retain the services of an Executive Director by way of this Agreement and the Employee is qualified to carry out and perform the duties and functions as outlined in the job description attached and incorporated to this Agreement as Attachment A; and

WHEREAS, the Employee and BEST Academy desire to formalize the employment relationship by way of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM**: BEST Academy hereby employs the Employee to serve as the Executive Director for a two (2) year term, beginning August 7, 2019 and ending July 31, 2021.
2. **DUTIES**: The Employee shall perform the duties of the Executive Director as directed by the Board, Board Policy or procedures, prescribed by the Charter, or specified in the attached job description which is incorporated by reference as Attachment A to this Agreement. The Board may alter this description and the job duties for the Employee from time to time.
3. **WORK YEAR**: In accordance with the term of this Agreement, the Employee shall be considered a 12-month employee.
4. **WORK SCHEDULE**: The Executive Director position is a full-time position, which is exempt from state and federal overtime law. As a minimum performance requirement,

the work schedule for the Employee shall be Monday through Friday, with daily work hours of 7:30 a.m. to 4:30 p.m. As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the daily work schedule, including on weeknights, weekends, and before/after school year.

5. COMPENSATION: The Employee will receive a salary of \$135,000 (one hundred thirty-five thousand dollars) per year over two years, to be paid in equal increments of \$11,250 per month, subject to all regular withholdings. The Employee's salary is dependent on ongoing enrollment, and BEST Academy expenses, and may be adjusted or deferred by mutual written agreement of the parties. The Employee's compensation may be prorated depending upon whether he remains employed, or in active work for all scheduled workdays of the position.
6. BENEFITS:
 - a. Health/Retirement Benefits: At BEST Academy's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to BEST Academy's certificated employees, including entitlement to participation in the 403(b) tax deferred plan.
 - b. Vacation Leave: The Employee shall be entitled to accrue Vacation Leave at the rate of 2.5 days per month of employment (30 total days per school year). The Employee shall not utilize an accrued Vacation Leave day until 90 days of employment. All unused days of Vacation Leave at the end of the school year shall roll over to the next academic year. Accrued Vacation Days will be capped at 50 days and then paid out at salary rate at time of pay out.
 - c. Sick Leave: The Employee shall be entitled to accrue sick leave at the rate of 0.5 days per month (6 days per school year). Sick days do not accrue or carry over from year to year and are not paid out upon separation from employment.
 - d. Holidays: The Employee is entitled to holidays according to the calendar of holidays observed by BEST Academy annually and Federal Holidays for 2019-2020.
7. EVALUATION: The Board shall evaluate the performance of the Employee pursuant to adopted evaluation protocols for this position. At a minimum, the Board shall evaluate the performance of the Employee at least once annually, and this evaluation shall be based on the job description and performance objectives for the position.
8. EXPENSE REIMBURSEMENT: BEST Academy shall reimburse the Employee for all documented, actual and necessary expenses personally incurred within the scope of employment in accordance with applicable BEST Academy policy and authorization.
9. FINGERPRINTING/TB CLEARANCE: Fingerprint clearance for the Employee will be acquired through submitting the Employees fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process and will be required to submit evidence from a licensed physician

that he was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. CHILD ABUSE AND NEGLECT REPORTING: California Penal Code section 11166 required any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows is reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing the Agreement, the Employee acknowledges he is a childcare custodian and is certifying that he has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. PROFESSIONAL DUES AND MEMBERSHIPS: BEST Academy encourages Employee to participate in professional development, leadership activities, and professional organizations. As such, BEST Academy will provide annual fees and dues on behalf of the Employee for membership and participation in relevant local, state and national professional development as approved by the Board.

12. TERMINATION OF CONTRACT:

This Agreement may be terminated by any of the following:

- a. The Board may terminate The Employee at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of the Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; any ground enumerated in the Employee handbook; or Employee's failure to perform his duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description. The Board shall not terminate this Agreement pursuant to the paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his choice at a conference with the Board. If terminated for cause, no further salary is owed to Employee after final date of termination.
 - b. Early Termination Without Cause: The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of his salary (based on any remaining calendared work days) for the term of this Agreement, as otherwise limited by this Agreement or law. The Board shall also buyout all accrued Vacation Leave at the Employees salary rate at the time of termination.
13. NON-RENEWAL/EXPIRATION OF TERM: The Board may elect not to offer future employment agreements to the Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.

14. ADDITIONAL CONTRACT PROVISIONS: The following provisions are either required to be included in this Agreement by law or desired by the Board:

- a. Limitations on Cash Settlements: In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12).
- b. Required Reimbursement: The Employee shall be required to reimburse BEST Academy for any salary or fees he receives from BEST Academy in relation to his placement on paid administrative leave pending criminal charges if he is convicted of a crime involving the abuse of his office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse BEST Academy for any cash settlement he receives in relation to his termination if he is convicted of a crime involving the abuse of his office/position.

15. ENTIRE AGREEMENT: This entire Agreement supersedes any and all other Agreements, whether oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.

16. WAIVER: Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, and breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual or requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

17. JURISDICTION: The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the state of California and shall be governed by, and construed under the laws of the state of California.

18. AMENDMENTS: No addition to, or modification of, any provisions contained in the Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both of the parties hereto.

19. INTERPRETATION AND OPPORTUNITY TO COUNSEL: The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.
20. SEVERABILITY: If any term, provision, condition or covenant of the Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
21. EXECUTION OF COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
22. SIGNATURES: In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

The Governing Board of and on Behalf of Brookfield Engineering Science Technology Academy

DATED: _____

By: _____
Patricia Karlin, Board Chair

DATED: _____

By: _____
James Mays, Executive Director

**FIXED TERM EMPLOYMENT AGREEMENT
BETWEEN
BROOKFIELD ENGINEERING SCIENCE TECHNOLOGY ACADEMY
AND JAMES MAYS**

This Employment Agreement (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the School Board (“Board”) of the Brookfield Engineering Science Technology Academy (“BEST Academy”), a California public charter school approved by Julian Union School District (“District”). The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of BEST Academy’s Charter. The parties recognize that the provisions of the California Education Code do not govern BEST Academy, except expressly set forth in the Charter Schools Act of 1992 and its successors.

RECITALS

WHEREAS, BEST Academy is a charter school, organized and operating pursuant to the provisions of the Charter document (“Charter”) and applicable law; and

WHEREAS, BEST Academy desires to retain the services of an Executive Director by way of this Agreement and the Employee is qualified to carry out and perform the duties and functions as outlined in the job description attached and incorporated to this Agreement as Attachment A; and

WHEREAS, the Employee and BEST Academy desire to formalize the employment relationship by way of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM:** BEST Academy hereby extends the original July 1 2019- June 30, 2021 contract and employs the Employee to serve as the Executive Director for an additional one year term, beginning July 1, 2021 and ending June 30, 2022.
2. **DUTIES:** The Employee shall perform the duties of the Executive Director as directed the Board, Board Policy or procedures, prescribed by the Charter, or specified in the attached job description which is incorporated by reference as Attachment A to this Agreement. The Board may alter this description and the job duties for the Employee from time to time.
3. **WORK YEAR:** In accordance with the term of this Agreement, the Employee shall be considered a 12-month employee.

4. WORK SCHEDULE: The Executive Director position is a full-time position, which is exempt from state and federal overtime law. As a minimum performance requirement, the work schedule for the Employee shall be Monday through Friday, with daily work hours of 7:30 a.m. to 4:30 p.m. As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the daily work schedule, including on weeknights, weekends, and before/after school year.
5. COMPENSATION: The Employee will receive an average gross salary of \$135,000 (one hundred thirty-five thousand dollars) for the extended 12 month contract, to be paid in equal increments of \$11,250 per month, subject to all regular withholdings. The Employee's salary is dependent on ongoing enrollment, and BEST Academy expenses, and may be adjusted or deferred by mutual written agreement of the parties. The Employee's compensation may be prorated depending upon whether he remains employed, or in active work for all scheduled workdays of the position.
6. BENEFITS:
 - a. Health/Retirement Benefits: At BEST Academy's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to BEST Academy's certificated employees, including entitlement to participation in the 403(b) tax deferred plan.
 - b. Vacation Leave: The Employee shall be entitled to accrue Vacation Leave at the rate of 2.5 days per month of employment (30 total days per school year). The Employee shall not utilize an accrued Vacation Leave day until 90 days of employment. All unused days of Vacation Leave at the end of the school year shall roll over to the next academic year and are paid out at salary at time of separation from employment.
 - c. Sick Leave: The Employee shall be entitled to accrue sick leave at the rate of 0.5 days per month (6 days per school year). Sick days do not accrue or carry over from year to year and are not paid out upon separation from employment.
 - d. Holidays: The Employee is entitled to holidays according to the calendar of holidays observed by BEST Academy annually and Federal Holidays for 2020-2021.
7. EVALUATION: The Board shall evaluate the performance of the Employee pursuant to adopted evaluation protocols for this position. The Board shall strive to evaluate the performance of the Employee at least once annually, and this evaluation shall be based on the job description and performance objectives for the position.
8. EXPENSE REIMBURSEMENT: BEST Academy shall reimburse the Employee for all documented, actual and necessary expenses personally incurred within the scope of employment in accordance with applicable BEST Academy policy and authorization.
9. FINGERPRINTING/TB CLEARANCE: Fingerprint clearance for the Employee will be acquired through submitting the Employees fingerprints to the California Department of

Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process and will be required to submit evidence from a licensed physician that he was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. CHILD ABUSE AND NEGLECT REPORTING: California Penal Code section 11166 required any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows is reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing the Agreement, the Employee acknowledges he is a childcare custodian and is certifying that he has knowledge of California Penal Code section 11166 and will comply with its provisions.
11. PROFESSIONAL DUES AND MEMBERSHIPS: BEST Academy encourages Employee to participate in professional development, leadership activities, and professional organizations. As such, BEST Academy will provide annual fees and dues on behalf of the Employee for membership and participation in relevant local, state and national professional development as approved by the Board.

12. TERMINATION OF CONTRACT:

This Agreement may be terminated by any of the following:

- a. The Board may terminate The Employee at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of the Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; any ground enumerated in the Employee handbook; or Employee's failure to perform his duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description. The Board shall not terminate this Agreement pursuant to the paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his choice at a conference with the Board. If terminated for cause, no further salary is owed to Employee after final date of termination.
- b. Early Termination Without Cause: The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of his salary (based on any remaining calendared work days) for the term of this Agreement, as otherwise limited by this Agreement or law. The Board shall also buyout all accrued Vacation Leave at the Employees salary rate at the time of termination.

13. NON-RENEWAL/EXPIRATION OF TERM: The Board may elect not to offer future employment agreements to the Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.
14. ADDITIONAL CONTRACT PROVISIONS: The following provisions are either required to be included in this Agreement by law or desired by the Board:
- a. Limitations on Cash Settlements: In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12).
 - b. Required Reimbursement: The Employee shall be required to reimburse BEST Academy for any salary or fees he receives from BEST Academy in relation to his placement on paid administrative leave pending criminal charges if he is convicted of a crime involving the abuse of his office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse BEST Academy for any cash settlement he receives in relation to his termination if he is convicted of a crime involving the abuse of his office/position.
15. ENTIRE AGREEMENT: This entire Agreement supersedes any and all other Agreements, whether oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
16. WAIVER: Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, and breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual or requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
17. JURISDICTION: The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the state of California and shall be governed by, and construed under the laws of the state of California.

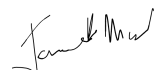
18. AMENDMENTS: No addition to, or modification of, any provisions contained in the Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both of the parties hereto.
19. INTERPRETATION AND OPPORTUNITY TO COUNSEL: The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.
20. SEVERABILITY: If any term, provision, condition or covenant of the Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
21. EXECUTION OF COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
22. SIGNATURES: In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

The Governing Board of and on Behalf of Brookfield Engineering Science Technology Academy

DATED: 07 / 27 / 2021

By: 
Kris Stanga, Board Chair







DATED: 07 / 27 / 2021

By: 
James Mays, Executive Director



TITLE	Jim's 21-22 Contract
FILE NAME	JMaysFIXED TERM E...GREEMENT.docx.pdf
DOCUMENT ID	f2676a0012e450a49afa3f985de9216b538d91b4
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

 SENT	07 / 27 / 2021 17:41:57 UTC	Sent for signature to Kris Stanga (krisstanga@gmail.com) and James Mays (jmays@bestacademycs.com) from jmays@bestacademycs.com IP: 66.74.0.159
 VIEWED	07 / 27 / 2021 17:42:18 UTC	Viewed by James Mays (jmays@bestacademycs.com) IP: 66.74.0.159
 SIGNED	07 / 27 / 2021 17:42:43 UTC	Signed by James Mays (jmays@bestacademycs.com) IP: 66.74.0.159
 VIEWED	07 / 27 / 2021 17:52:42 UTC	Viewed by Kris Stanga (krisstanga@gmail.com) IP: 166.216.158.82
 SIGNED	07 / 27 / 2021 18:00:49 UTC	Signed by Kris Stanga (krisstanga@gmail.com) IP: 166.216.158.82
 COMPLETED	07 / 27 / 2021 18:00:49 UTC	The document has been completed.

**FIXED TERM EMPLOYMENT AGREEMENT
BETWEEN
BROOKFIELD ENGINEERING SCIENCE TECHNOLOGY ACADEMY
AND ALEJANDRO SORIANO**

This Employment Agreement (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the School Board (“Board”) of the Brookfield Engineering Science Technology Academy (“BEST Academy”), a California public charter school approved by Julian Union School District (“District”). The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of BEST Academy’s Charter. The parties recognize that the provisions of the California Education Code do not govern BEST Academy, except expressly set forth in the Charter Schools Act of 1992 and its successors.

RECITALS

WHEREAS, BEST Academy is a charter school, organized and operating pursuant to the provisions of the Charter document (“Charter”) and applicable law; and

WHEREAS, BEST Academy desires to retain the services of an Executive Director by way of this Agreement and the Employee is qualified to carry out and perform the duties and functions as outlined in the job description attached and incorporated to this Agreement as Attachment A; and

WHEREAS, the Employee and BEST Academy desire to formalize the employment relationship by way of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1. **TERM:** BEST Academy hereby extends the original July 1 2019- June 30, 2021 contract and employs the Employee to serve as the Executive Director for an additional one year term, beginning July 1, 2021 and ending June 30, 2022.
2. **DUTIES:** The Employee shall perform the duties of the Executive Director as directed the Board, Board Policy or procedures, prescribed by the Charter, or specified in the attached job description which is incorporated by reference as Attachment A to this Agreement. The Board may alter this description and the job duties for the Employee from time to time.
3. **WORK YEAR:** In accordance with the term of this Agreement, the Employee shall be considered a 12-month employee.

4. WORK SCHEDULE: The Executive Director position is a full-time position, which is exempt from state and federal overtime law. As a minimum performance requirement, the work schedule for the Employee shall be Monday through Friday, with daily work hours of 7:30 a.m. to 4:30 p.m. As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the daily work schedule, including on weeknights, weekends, and before/after school year.
5. COMPENSATION: The Employee will receive an average gross salary of \$135,000 (one hundred thirty-five thousand dollars) for the extended 12 month contract, to be paid in equal increments of \$11,250 per month, subject to all regular withholdings. The Employee's salary is dependent on ongoing enrollment, and BEST Academy expenses, and may be adjusted or deferred by mutual written agreement of the parties. The Employee's compensation may be prorated depending upon whether he remains employed, or in active work for all scheduled workdays of the position.
6. BENEFITS:
 - a. Health/Retirement Benefits: At BEST Academy's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to BEST Academy's certificated employees, including entitlement to participation in the 403(b) tax deferred plan.
 - b. Vacation Leave: The Employee shall be entitled to accrue Vacation Leave at the rate of 2.5 days per month of employment (30 total days per school year). The Employee shall not utilize an accrued Vacation Leave day until 90 days of employment. All unused days of Vacation Leave at the end of the school year shall roll over to the next academic year and are paid out at salary at time of separation from employment.
 - c. Sick Leave: The Employee shall be entitled to accrue sick leave at the rate of 0.5 days per month (6 days per school year). Sick days do not accrue or carry over from year to year and are not paid out upon separation from employment.
 - d. Holidays: The Employee is entitled to holidays according to the calendar of holidays observed by BEST Academy annually and Federal Holidays for 2020-2021.
7. EVALUATION: The Board shall evaluate the performance of the Employee pursuant to adopted evaluation protocols for this position. The Board shall strive to evaluate the performance of the Employee at least once annually, and this evaluation shall be based on the job description and performance objectives for the position.
8. EXPENSE REIMBURSEMENT: BEST Academy shall reimburse the Employee for all documented, actual and necessary expenses personally incurred within the scope of employment in accordance with applicable BEST Academy policy and authorization.
9. FINGERPRINTING/TB CLEARANCE: Fingerprint clearance for the Employee will be acquired through submitting the Employees fingerprints to the California Department of

Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process and will be required to submit evidence from a licensed physician that he was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. CHILD ABUSE AND NEGLECT REPORTING: California Penal Code section 11166 required any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows is reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing the Agreement, the Employee acknowledges he is a childcare custodian and is certifying that he has knowledge of California Penal Code section 11166 and will comply with its provisions.
11. PROFESSIONAL DUES AND MEMBERSHIPS: BEST Academy encourages Employee to participate in professional development, leadership activities, and professional organizations. As such, BEST Academy will provide annual fees and dues on behalf of the Employee for membership and participation in relevant local, state and national professional development as approved by the Board.

12. TERMINATION OF CONTRACT:

This Agreement may be terminated by any of the following:

- a. The Board may terminate The Employee at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of the Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; any ground enumerated in the Employee handbook; or Employee's failure to perform his duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description. The Board shall not terminate this Agreement pursuant to the paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his choice at a conference with the Board. If terminated for cause, no further salary is owed to Employee after final date of termination.
- b. Early Termination Without Cause: The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of his salary (based on any remaining calendared work days) for the term of this Agreement, as otherwise limited by this Agreement or law. The Board shall also buyout all accrued Vacation Leave at the Employees salary rate at the time of termination.

13. NON-RENEWAL/EXPIRATION OF TERM: The Board may elect not to offer future employment agreements to the Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.
14. ADDITIONAL CONTRACT PROVISIONS: The following provisions are either required to be included in this Agreement by law or desired by the Board:
 - a. Limitations on Cash Settlements: In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12).
 - b. Required Reimbursement: The Employee shall be required to reimburse BEST Academy for any salary or fees he receives from BEST Academy in relation to his placement on paid administrative leave pending criminal charges if he is convicted of a crime involving the abuse of his office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse BEST Academy for any cash settlement he receives in relation to his termination if he is convicted of a crime involving the abuse of his office/position.
15. ENTIRE AGREEMENT: This entire Agreement supersedes any and all other Agreements, whether oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
16. WAIVER: Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, and breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual or requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
17. JURISDICTION: The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the state of California and shall be governed by, and construed under the laws of the state of California.

18. AMENDMENTS: No addition to, or modification of, any provisions contained in the Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both of the parties hereto.
19. INTERPRETATION AND OPPORTUNITY TO COUNSEL: The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.
20. SEVERABILITY: If any term, provision, condition or covenant of the Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
21. EXECUTION OF COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
22. SIGNATURES: In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

The Governing Board of and on Behalf of Brookfield Engineering Science Technology Academy

DATED: _____

By: _____
Kris Stanga, Board Chair

DATED: _____

By: _____
Alejandro Soriano, Executive Director

Coversheet

BEST Academy Board ByLaws - Approval establishes bylaws developed in conjunction with legal counsel.

Section: VI. ACTION ITEMS - Organization of the Board of Directors
Item: D. BEST Academy Board ByLaws - Approval establishes bylaws developed in conjunction with legal counsel.
Purpose: Vote
Submitted by:
Related Material: Barker Blue Dog Bylaws (4869-0857-8919.v3 2024-25)08-21-2024 (2).docx

**BYLAWS
OF
BARKER BLUE DOG**
(A California Nonprofit Public Benefit Corporation)

**ARTICLE I
NAME**

Section 1. NAME. The name of this Corporation is Barker Blue Dog.

**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 1541 E. Racquel Club Rd. Palm Springs, CA, 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 to develop after school programs for kids, charter schools, and digital content development of k12. 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. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, corporation or association that is organized and operated exclusively for educational or charitable purposes and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

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. The number of directors shall be no less than five (5) and no more than nine (9) unless changed by amendments to these bylaws. The exact number of directors shall be fixed, within those limits, by a resolution adopted by the Board of Directors. All directors shall have full voting rights, including any representative appointed by the chartering authority as consistent with Education Code Section 47604(c). The Board composition shall include the Chief Business Officer of the chartering authority as the representative of the chartering authority pursuant to Education Code Section 47604(c). All directors, except for the representative appointed by the chartering authority, shall be appointed by the existing Board of Directors.

In addition to the number of directors otherwise prescribed by these bylaws, the Board may also include a pupil member pursuant to Education Code section 47604.2, with limited voting rights set by statute.

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 four (4) years and until a successor director has been appointed and qualified. To establish continuity and sustainability for the Corporation. In the Corporation's fifth year of operation (2024), new directors ("Fifth-Year Directors") will be elected for a term of either one (1), two (2), or three (3). The staggering of the Fifth-Year Directors' terms of service will be determined by the then-seated Board of Directors based on the candidates' qualifications. The term of the pupil member shall be one (1) year commencing on July 1 each year.

Section 6. PROCESS FOR SELECTION OF DIRECTORS. Board-appointed directors shall be selected as follows:

- Nomination of candidates for directors will be accepted each Spring for current directors' seats whose terms will be expiring. Any currently-seated director may nominate a candidate.
- Candidates will submit a brief narrative statement regarding their qualifications for a director position, including a description of their experience in one or more of the

following areas:

- o education
 - o government
 - o law
 - o business
 - o finance/accounting
 - o fundraising
 - o facilities
 - o public relations
- Candidate narratives should also demonstrate their commitment to the Corporation's mission and targeted student population.
 - The then-seated Board of Directors will review candidates' narrative statements and determine the selection of representatives from the general community with an attempt to achieve the desired commitment level and the mix of skills and expertise necessary to govern the Charter School effectively.
 - The then-seated Board of Directors will vote to select new directors.

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 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 Chairperson, 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 two-thirds 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, unless by a two-thirds vote.

Section 13. **PLACE OF BOARD OF DIRECTORS MEETINGS.** Meetings shall be held within San Diego County. All meetings of the Board of Directors shall be called, held, and conducted in accordance with the terms and provisions of the Brown Act.

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, adoption of the regular Board meeting schedule, 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.** The Board shall adopt a regular Board meeting schedule at the annual Board meeting. The regular Board meeting schedule may be revised as necessary 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. The Chairperson shall have the authority to reschedule a regular meeting as necessary to establish a quorum of directors.

Section 16. **SPECIAL MEETINGS.** Special meetings of the Board of Directors for any purpose may be called at any time by the Chairperson if there is such an officer or a majority of the Board of Directors. If a Chairperson has not been elected then the Vice-Chairperson is authorized to call a special meeting in place of the Chairperson. 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 the 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. The pupil member, if any, shall not be counted for the purpose of establishing a quorum. Except as otherwise provided by these bylaws, all acts or decisions of the Board of Directors will be by a 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 meetings telephonically in compliance with the Brown Act.

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, to serve at the pleasure of the Board. Only committees comprised solely of directors may exercise delegated authority of the Board, to the extent allowable by applicable statute. Appointments to committees of the Board of Directors shall be by a majority vote of the directors then in office. committees of the Board.

Section 23. MEETINGS AND ACTIONS 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.

ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of the Corporation shall be a President, a Secretary, and a Treasurer. The Corporation, at the Board's direction, may also have a Chairperson and a Vice-Chairperson. 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.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as either the President or the Chairperson.

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. CHAIRPERSON. If a Chairperson 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 Chairperson of Directors is elected, there shall also be a Vice-Chairperson. In the absence of the Chairperson, the Vice-Chairperson 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. The President, also known as the Executive Director, 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. TREASURER. 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 Treasurer 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 Treasurer 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, Chairperson, if any, and the Board when requested, an account of all transactions as Treasurer 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 Treasurer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for the 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 Treasurer 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). Pursuant to Education Code section 47604.1, notwithstanding Article 4 (commencing with Section 1090) of Chapter 1 of Division 4 of Title 1 of the Government Code, an employee of the Corporation shall not be disqualified from serving as a member of the

Board of Directors because of that employee's employment status. A member of the Board of Directors who is also an employee of the Corporation shall abstain from voting on, influencing, or attempting to influence another member of the Board of Directors regarding, all matters uniquely affecting that member's employment.

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, of 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 Barker Blue Dog, a California nonprofit public benefit corporation; that these bylaws, consisting of 12 pages, are the bylaws of the Corporation as adopted by the Board of Directors on August 21, 2024; and that these bylaws have not been amended or modified since that date.

Executed on August 21, 2024 at San Diego, California.

Alejandro Soriano, Board Secretary

4869-0857-8919, v. 2

Coversheet

Unaudited Actuals - Approval provides a final, comprehensive look at the school's finances for the past fiscal year, before an official external audit is completed. This allows the board to meet legal reporting requirements and make informed decisions for the current and future school years.

Section:	VII. ACTION ITEMS
Item:	A. Unaudited Actuals - Approval provides a final, comprehensive look at the school's finances for the past fiscal year, before an official external audit is completed. This allows the board to meet legal reporting requirements and make informed decisions for the current and future school years.
Purpose:	Vote
Submitted by:	
Related Material:	BEST Academy 24-25 UAR Summary.pdf 2024-25 BEST Academy UAR - DRAFT.pdf

CreativeBackOffice

1480 Broadway #2312
San Diego, California
92101

E: info@thebgroup.com
C: 619-787-3305
P: 619-876-5264

www.thebgroup.com

2024-25 UAR Summary – BEST Academy

2024-25 ADA

- P-2 ADA: 763

Revenue

- 2024-25 Revenues: \$11,618,978.34

Expenditures

- 2025-25 Expenditures: \$10,800,227.57

Operating Revenue

- Year End Operating Revenue: \$818,750

Ending Fund Balance

- Beginning Fund Balance: \$4,727,877
- Plus: Year End Operating: \$818,750
- Ending Funding Balance: \$5,546,628



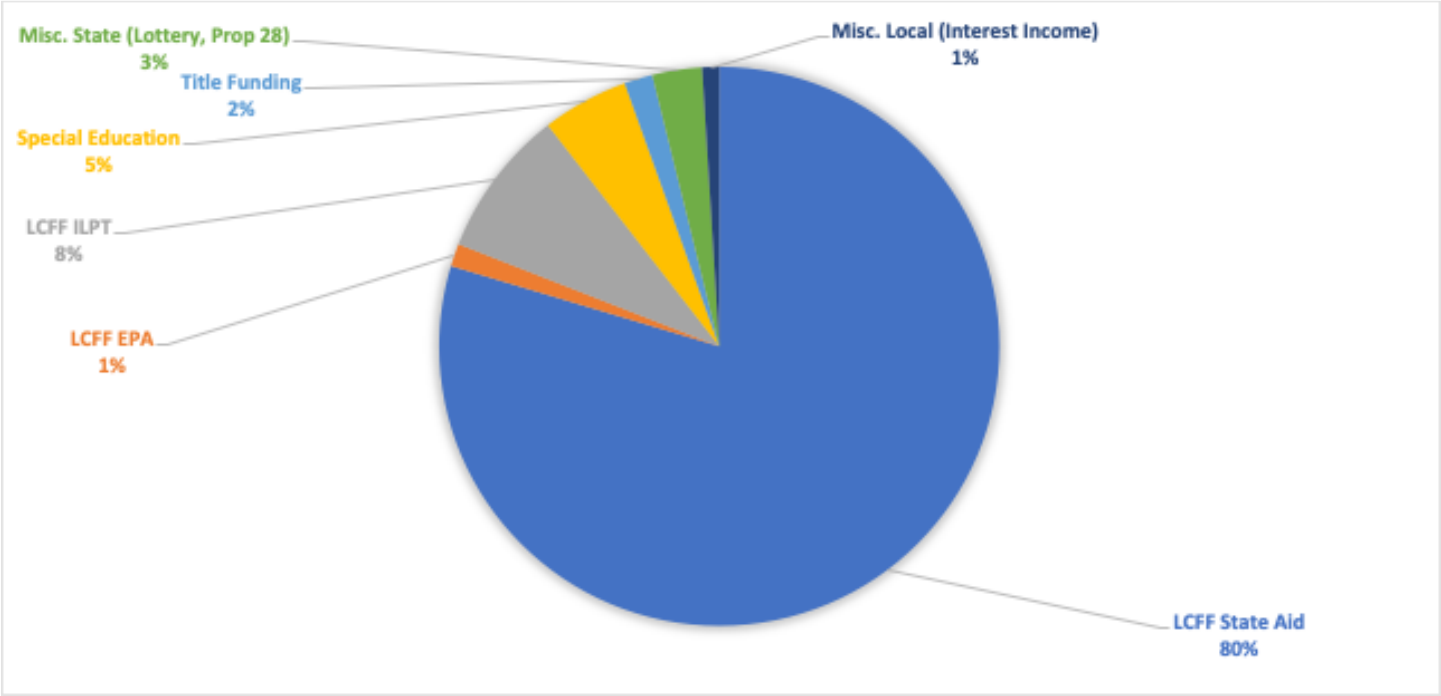
CreativeBackOffice

1480 Broadway #2312
San Diego, California
92101

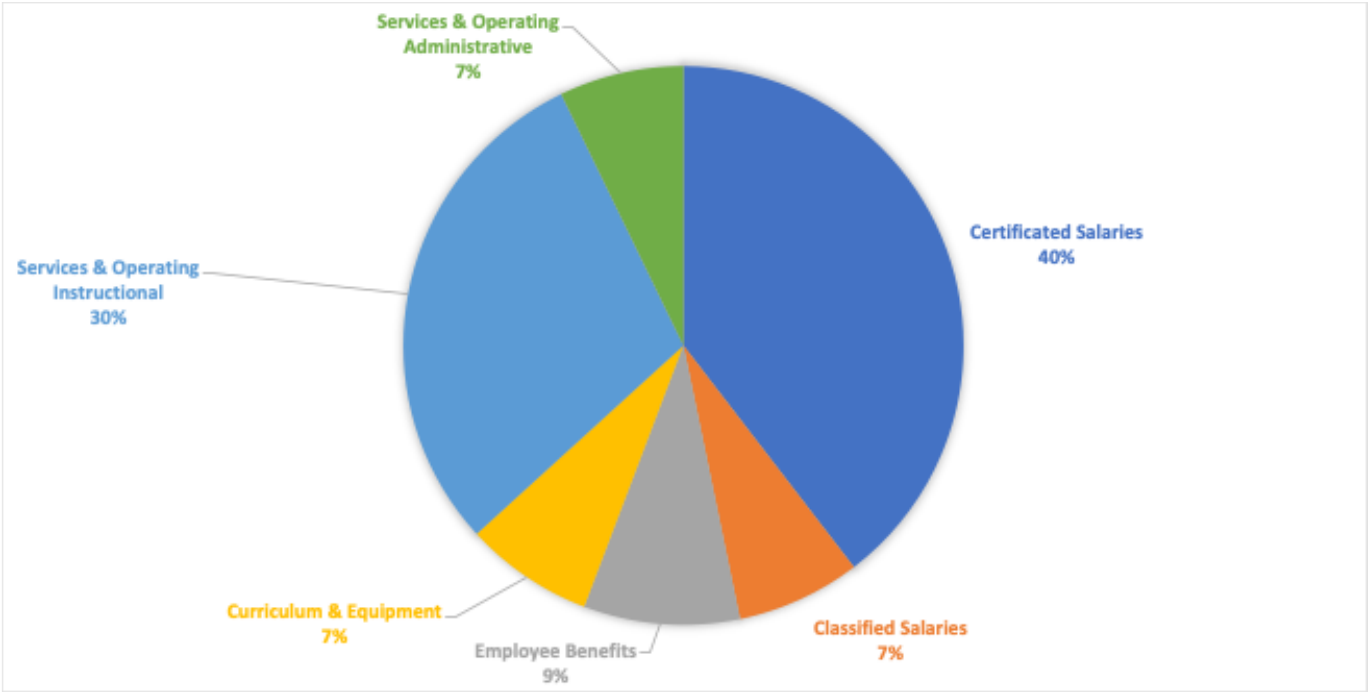
E: info@thebgroup.com
C: 619-787-3305
P: 619-876-5264

www.thebgroup.com

2024-25 Unaudited Actuals Revenue Breakdown



2024-25 Unaudited Actuals Expenditure Breakdown



CreativeBackOffice

1480 Broadway #2312
San Diego, California
92101

E: info@thebgroup.com
C: 619-787-3305
P: 619-876-5264

www.thebgroup.com

Balance Sheet Breakdown

Total Assets - \$6,970,086

- Cash in Banks & County Treasury: \$4,043,582
 - *136 *Days of Cash on Hand*
- Accounts Receivable: \$2,581,825
 - * *Approximately \$2 million received in July*
- Prepaid Expenditures: \$148,060

Total Liabilities - \$1,423,459

- Accounts Payable & Accrued Salaries: \$1,162,129
- Deferred Revenue: \$163,44 * *A-G Completion Grant*

Total Equity / Ending Fund Balance - \$5,546,628

Funding Determination Analysis

- 40% Expenditure Test: 44% MET (\$450,000 Surplus)
- 80% Expenditure Test: 82% MET (\$232,000 Surplus)
- Funding Determination Report submitted in February 2026 - BEST will be funded at 100% Funding



**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT - ALTERNATIVE FORM**

July 1, 2023 to June 30, 2024

Charter School Name: Brookfield Engineering Science & Technology
CDS #: 37-68163-0139402
Charter Approving Entity: Julian Union Elementary School District
County: San Diego
Charter #: 2055
Fiscal Year: 2024/25

This charter school uses the following basis of Accounting:

(Please enter an "X" in the applicable box below; check only one box)

- ☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 6910, 7438, 9400-9489, and 9660-9669, 9796 and 9797)
- ☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 6600,7438, 7439 and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
A. Revenues				
1. LCFF Sources				
State Aid - Current Year	8011	9,254,102.00		9,254,102.00
Education Protection Account State Aid - Current Year	8012	152,704.00		152,704.00
State Aid - Prior Years	8019	1,391.00		1,391.00
Transfer to Charter Schools In Lieu of Property Taxes	8096	994,680.00		994,680.00
Other LCFF Transfers	8091, 8097			0.00
Total LCFF Sources		10,402,877.00	0.00	10,402,877.00
2. Federal Revenues				
No Child Left Behind/Every Student Succeeds Act	8290		189,394.00	189,394.00
Special Education - Federal	8181, 8182		-	-
Child Nutrition - Federal	8220		-	-
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110,8260-8299		0.00	0.00
Total Federal Revenues		0.00	189,394.00	189,394.00
3. Other State Revenues				
Special Education - State	StateRevSE		580,686.19	580,686.19
All Other State Revenues	StateRevAO	181,446.98	150,859.90	332,306.88
Total, Other State Revenues		181,446.98	731,546.09	912,993.07
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	113,714.27	0.00	113,714.27
Total, Local Revenues		113,714.27	0.00	113,714.27
5. TOTAL REVENUES				
		10,698,038.25	920,940.09	11,618,978.34
B. EXPENDITURES (see NOTE in section L)				
1. Certificated Salaries				
Certificated Teacher's Salaries	1100	3,030,731.86	451,353.57	3,482,085.43
Certificated Pupil Support Salaries	1200			0.00
Certificated Supervisors' and Administrators' Salaries	1300	253,566.63	0.00	253,566.63
Other Certificated Salaries	1900	539,753.16		539,753.16
Total, Certificated Salaries		3,824,051.65	451,353.57	4,275,405.22
2. Non-Certificated Salaries				
Non-certificated Instructional Aides' Salaries	2100	257,109.84	0.00	257,109.84
Non-certificated Support Salaries	2200	0.00	0.00	0.00
Non-certificated Supervisors' and Administrator's Salaries	2300	75,106.94	0.00	75,106.94
Clerical and Office Salaries	2400	441,666.87	750.00	442,416.87
Other Non-certificated Salaries	2900	0.00		0.00
Total, Non-certificated Salaries		773,883.65	750.00	774,633.65

Description	Object Code	Unrestricted	Restricted	Total
3. Employee Benefits				
STRS	3101-3102	0.00	0.00	0.00
PERS	3201-3202	0.00	0.00	0.00
OASDI/Medicare/Alternative	3301-3302	343,382.48	33,848.87	377,231.35
Health and Welfare Benefits	3401-3402	241,365.94	5,675.81	247,041.75
Unemployment Insurance	3501-3502	18,566.02	2,056.80	20,622.82
Workers' Compensation Insurance	3601-3602	33,243.30	8.90	33,252.20
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT - ALTERNATIVE FORM
July 1, 2023 to June 30, 2024

Charter School Name: **Brookfield Engineering Science & Technology**
CDS #: **37-68163-0139402**

Other Employee Benefits	3901-3902	269,055.91	25,084.68	294,140.59
Total, Employee Benefits		905,613.65	66,675.06	972,288.71
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100	223,543.72	28,271.60	251,815.32
Books and Other Reference Materials	4200			0.00
Materials and Supplies	4300	150,526.52	70,931.20	221,457.72
Noncapitalized Equipment	4400	327,160.86	5,000.00	332,160.86
Food	4700	0.00	0.00	0.00
Total, Books and Supplies		701,231.10	104,202.80	805,433.90
5. Services and Other Operating Expenditures				
Subagreements for Services	5100			0.00
Travel and Conferences	5200	276,940.38	17,763.54	17,763.54
Dues and Memberships	5300	12,559.50	0.00	0.00
Insurance	5400	7,689.98	0.00	0.00
Operations and Housekeeping Services	5500	2,025.00	0.00	0.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	50,738.43	0.00	0.00
Transfer of Direct Costs	5700-5799	0.00	0.00	0.00
Professional/Consulting Services and Operating Expend.	5800	3,265,894.26	276,310.32	276,310.32
Communications	5900	45,024.63		
Total, Services and Other Operating Expenditures		3,660,872.18	294,073.86	3,954,946.04
6. Capital Outlay <i>(Object 6100-6170, 6200-6500 for modified accrual basis only)</i>				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Lease Assets	6600			0.00
Depreciation Expense <i>(for accrual basis only)</i>	6900	17,520.05		17,520.05
Amortization Expense-Lease Assets	6910			0.00
Total, Capital Outlay		17,520.05	0.00	17,520.05
7. Other Outgo				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfer of Apportionments to Other LEAs - All Others	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399	(4,582.06)	4,582.06	0.00
Debt Service:				
Interest	7438	0.00		0.00
Principal <i>(for modified accrual basis only)</i>	7439			0.00
Total, Other Outgo		(4,582.06)	4,582.06	0.00
8. TOTAL EXPENDITURES		9,878,590.22	921,637.35	10,800,227.57

Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		819,448.03	(697.26)	818,750.77
D. OTHER FINANCING SOURCES / USES				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero) <i>Unrestricted to Restricted ONLY</i>	8980-8999	(697.26)	697.26	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		(697.26)	697.26	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE (C+D4)		818,750.77	(0.00)	818,750.77
F. FUND BALANCE, RESERVES				
1. Beginning Fund Balance				
a. As of July 1	9791	4,727,876.99		4,727,876.99
b. Adjustments to Beginning Balance	9793, 9795	0.00		0.00
c. Adjusted Beginning Balance		4,727,876.99	0.00	4,727,876.99

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT - ALTERNATIVE FORM
July 1, 2023 to June 30, 2024

Charter School Name: **Brookfield Engineering Science & Technology**

CDS #: **37-68163-0139402**

2. Ending Fund Balance, June 30 (E + F.1.c.)

Must Equal Line K >>

5,546,627.76 (0.00) 5,546,627.76

Components of Ending Fund Balance (Modified Accrual Basis ONLY)

a. Nonspendable			
1. Revolving Cash (equals object 9130)	9711		0.00
2. Stores (equals object 9320)	9712		0.00
3. Prepaid Expenditures (equals object 9330)	9713		0.00
4. All Others	9719		0.00
b. Restricted	9740		0.00
c. Committed			
1. Stabilization Arrangements	9750		0.00
2. Other Commitments	9760		0.00
d. Assigned	9780		0.00
e. Unassigned/Unappropriated			
1. Reserve for Economic Uncertainties	9789		0.00
2. Unassigned/Unappropriated Amount	9790M		0.00
3. Components of Ending Net Position (Accrual Basis only)			
a. Net Investments in Capital Assets	9796		0.00
b. Restricted Net Positon	9797		0.00
c. Unrestricted Net Positon	9790A	(0.00)	(0.00)

Description	Object Code	Unrestricted	Restricted	Total
G. Assets				
1. Cash				
In County Treasury	9110	3,483,355.16		3,483,355.16
Fair Value Adjustments to Cash in County Treasury	9111			0.00
In Banks	9120	560,227.44		560,227.44
In Revolving Fund	9130			0.00
With Fiscal Agent/Trustee	9135			0.00
Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200	2,581,825.83		2,581,825.83
4. Due from Grantor Governments	9290			0.00
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	148,060.88		148,060.88
7. Other Current Assets	9340	0.00		0.00
8. Lease Receivable	9380			0.00
9. Capital Asset (accrual basis only)	9400-9489	196,617.59		196,617.59
10. TOTAL ASSETS		6,970,086.90	0.00	6,970,086.90
H. DEFERRED OUTFLOWS OF RESOURCES				
1. Deferred Outflow of Resources	9490			0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
I. LIABILITIES				
1. Accounts Payable	9500	1,162,129.71		1,162,129.71
2. Due to Grantor Governments	9590	0.00		0.00
3. Current Loans	9640			0.00
4. Unearned Revenue	9650	163,444.00		163,444.00
5. Long-Term Liabilities (accrual basis only)	9660-9669	97,885.43		97,885.43
6. TOTAL LIABILITIES		1,423,459.14	0.00	1,423,459.14
J. DEFERRED INFLOWS OF RESOURCES				
1. Deferred Inflows of Resources				0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
K. FUND BALANCE / NET POSITION				
Ending Fund Balance/Net Position, June 30 (G10 + H2) - (I6 + J2)				
(must agree with Line F2)		5,546,627.76	0.00	5,546,627.76

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFOR REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT - ALTERNATIVE FORM
July 1, 2023 to June 30, 2024**

Charter School Name: Brookfield Engineering Science & Technology
CDS #: 37-68163-0139402

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (if no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. NONE	\$ 0.00	0.00	0.00
b. _____			0.00
c. _____			0.00
d. _____			0.00
f. _____			0.00
g. _____			0.00
h. _____			0.00
i. _____			0.00
j. _____			0.00
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local Funds reported in Section B that were expended for Community Services Activities:

Object of Expenditures	Amount (Enter "0.00" if none)
a. Certification Salaries 1000-1999	0.00
b. Noncertificated Salaries 2000-2999	0.00
c. Employee Benefits Except 3801-4999	0.00
d. Books and Supplies 4000-4999	0.00
e. Services and Other Operating Expenditures 5000-5999	0.00
TOTAL COMMUNITY SERVICES EXPENDITURES	0.00

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Brief Description i.e., COVID-19 (if no amounts, indicate "NONE")

a. NONE	0.00
b. _____	0.00
c. _____	0.00
d. _____	0.00
TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)	0.00

4. State and Local Expenditures to be used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used in comparison with 2022-23 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2024-25.

a. Total Expenditures (B8)	10,800,227.57
b. Less Federal Expenditures (Total A2)	189,394.00
(Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred)	
c. Subtotal of State & Local Expenditures (a minus b)	10,610,833.57
d. Less Community Services (L2 Total)	0.00
e. Less Capital Outlay & Debt Service (Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600 and 6910)	17,520.05
f. Less Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster	0.00
TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE (c minus d minus e minus f)	10,593,313.52

Coversheet

Memorandum of Understanding with Julian Union School District - Agreement for Transportation Services 2025-2026

Section: VII. ACTION ITEMS
Item: B. Memorandum of Understanding with Julian Union School District -
Agreement for Transportation Services 2025-2026
Purpose: Vote
Submitted by:
Related Material: MOU_Transportation_JUSD_BEST_25-26 (1).pdf

**AGREEMENT FOR TRANSPORTATION SERVICES
BETWEEN JULIAN UNION ELEMENTARY SCHOOL DISTRICT AND
B.E.S.T. ACADEMY CHARTER SCHOOL**

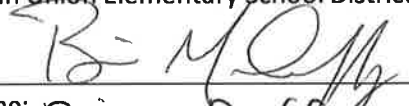
- 1. BETWEEN:** Julian Union Elementary School District (JUESD) and Brookfield Engineering Science & Technology Academy Charter School (B.E.S.T.)
- 2. STATEMENT OF SERVICE TO BE PROVIDED BY THE JUESD:**
Provide field trip transportation services for B.E.S.T.
- 3. AGREEMENT TERM:**
This Agreement shall commence on July 1, 2025, and end on June 30, 2026, unless sooner terminated as provided herein. Upon expiration or early termination, JUESD shall provide a final invoice for services rendered up through termination.
- 4. TERMINATION:**
Any party may terminate this Agreement with or without cause by providing notice in writing to the other party.
- 5. COST PER BUS/DAY:** \$650 - Out of JUESD district boundaries but within San Diego County
\$290 - Within JUESD district boundaries.
- 6. INSURANCE:**
JUESD shall maintain, during the entire term of this Agreement the following insurance policies:
 - a) Comprehensive general liability and comprehensive owned and non-owned Automobile insurance. Such insurance shall be in the amount not less than \$1,000,000 per occurrence combined single limit, \$2,000,000 aggregate.
 - b) Property damage - \$1,000,000 per incident
 - c) Worker's Compensation coverage – in amounts in accordance with statutory requirements
- 7. INDEMNIFICATION:**
both parties shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the other party, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, reasonable attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against the indemnified party, that may be asserted or claimed by any person, firm, entity arising out of, or in connections with any personal injury or property damage, including whether caused by the active or passive negligence of either party, excepting acts caused by the sole or willful misconduct of a party.
- 8. INDEPENDENT CONTRACTOR:**
At all times during the term of this Agreement, JUESD shall be an independent contractor and shall not be an employee of B.E.S.T. Except as B.E.S.T. may specify in writing, JUESD shall have no authority, express or implied, to act on behalf of B.E.S.T. in any capacity whatsoever as an agent or bind B.E.S.T. to any obligation.
- 9. BACKGROUND CHECKS:**
JUESD certifies that its employees have received fingerprint clearance in accordance with Education Code Sections 45125.1 and 45125.2

10. WARRANTIES AND REPRESENTATIONS:

JUESD represents and warrants to B.E.S.T. that it has all licenses, permits, qualifications and approvals which are legally required and possess the required skills and resources to perform the services hereunder.

In WITNESS WHEREOF the parties hereto have executed this document as of the day and year written below.

Julian Union Elementary School District


Name: Brian Duffy

Title: Superintendent

Date: 6/11/25

B.E.S.T Academy Charter School


Name: Alejandro Soriano

Title: Executive Director

Date: August 27, 2025

Coversheet

Contract Agreement with Aaron Holbrook - Approval of the contract will develop and submit AG high school courses to the University of California Doorways website for AG approval

Section:	VII. ACTION ITEMS
Item:	C. Contract Agreement with Aaron Holbrook - Approval of the contract will develop and submit AG high school courses to the University of California Doorways website for AG approval
Purpose:	Vote
Submitted by:	
Related Material:	Aaron AG Consulting Contract (v2).pdf

AGREEMENT

This letter shall serve as a Letter of Agreement ("Agreement") entered into on the 13th day of August, 2025, by and between Brookfield Engineering Science Technology Academy (BEST Academy) and Aaron Holbrook. Aaron Holbrook and BEST Academy shall be referred to collectively as "Parties" and individually as "Schools." Aaron Holbrook will be referred to as "Consultant," and BEST Academy will be referred to herein as "School."

1. Scope of Service

This engagement aims to develop and submit AG high school courses to the UC Doorways website for AG approval. Aaron Holbrook agrees to provide consulting and development services listed below in section 2 of "Services Provided."

2. Services Provided.

The Consultant shall provide professional curriculum development and submission services to BEST Academy in support of obtaining University of California A–G course approvals. The scope of work shall include, but is not limited to, the following:

1. **Needs Assessment & Planning**
 - Meet with BEST Academy leadership to review current high school course offerings and identify courses to be submitted for A–G approval.
 - Develop a project plan and timeline for course creation and submission in alignment with UC Doorways deadlines.
2. **Course Development & Design**
 - Research and analyze UC A–G subject requirements for the applicable course categories (A–G).
 - Design course outlines, syllabi, and instructional plans that meet or exceed UC guidelines for rigor, content coverage, and instructional time.
 - Incorporate state standards, college readiness skills, and BEST Academy instructional goals into course design.
 - Select or recommend instructional materials, resources, and assessments aligned with UC requirements.
3. **Document Preparation for UC Submission**
 - Complete all required UC Doorways templates and forms, including detailed course descriptions, instructional objectives, assessment methods, and grading policies.
 - Ensure all course documentation meets UC's format and content standards for A–G approval.
4. **Submission & Follow-Up**
 - Submit courses through the UC Doorways platform by agreed deadlines.
 - Respond promptly to UC reviewers' requests for clarification or additional documentation.
 - Revise and resubmit course materials as needed to obtain approval.
5. **Reporting & Communication**
 - Provide periodic progress updates to BEST Academy leadership.
 - Deliver final copies of all approved course documentation for school records.
6. **Timeline & Deliverables**

- Deliverables will include finalized syllabi, course descriptions, and supporting documentation for each course submitted.
- All work shall be completed according to the mutually agreed project schedule.

CONTRACT TERM

The initial term of this Agreement shall commence on August 13, 2025, and expire on June 30, 2026. The Parties acknowledge that the Prior Agreement is now entirely replaced by this Agreement. This Agreement shall be effective, and the Prior Agreement shall be terminated upon the execution of this Agreement by the Parties. Upon such execution, all Prior Agreement provisions are superseded and replaced herein and shall have no further force or effect.

SCHOOL'S RESPONSIBILITY

The School is responsible for adopting and adhering to all applicable rules and regulations and maintaining sound operations. To fulfill the scope of services described herein, the Consultant relies on the School to provide timely, accurate, and complete information and cooperate with the Consultant in all respects. Furthermore, the School must immediately inform the Consultant of any material change that could affect the Consultant's ability to complete its responsibilities and to assist the School in complying with all applicable laws and regulations.

REIMBURSABLE EXPENSES

The Consultant shall not bill the School separately for In-House Expenses. "In-House Expenses" means phone expenses, in-house copying and reproduction, standard postage stamps, and faxes. Other than In-House Expenses, the School shall reimburse the Consultant for any expenses and expenditures incurred by or on behalf of the Consultant in performing its obligations and duties under this Agreement (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall include, without limitation, the following:

- Expenses of out-of-house reproduction, color reproductions, binding, and bulk copying of reports and documents as requested by the School.
- Presentation Materials, including binder material boards, foam core, and presentation production materials, are used to prepare "special requested" presentation items. If graphic services are requested, the Consultant shall provide a cost estimate of graphic design services per request.
- Express and overnight delivery services of documents, checks, and reports.
- Bank and payroll services fees.
- Out-of-pocket expenses.
- Travel expenses, including airfare, rental car or mileage reimbursement, hotel room, and travel meal expenses if the School requests out-of-town travel.

Reimbursable Expenses shall be invoiced to the School at the Consultant's actual cost.

As stipulated in Section 2, BEST Academy agrees to reimburse Aaron Holbrook for cash outlays as Aaron Holbrook may incur, such as digital media campaigns in connection with services rendered by BEST Academy's marketing and community outreach efforts.

Aaron Holbrook will invoice BEST Academy for all digital media campaigns and third-party costs.

Aaron Holbrook will invoice BEST Academy for incurred advertising costs, and BEST Academy agrees to make payment within 30 days of receiving the invoice.

3. Payment

BEST Academy agrees to pay Aaron Holbrook a Flat Rate for the total sum of \$500 **PER YEAR-LONG COURSE AND \$300 PER SEMESTER-LONG COURSE** in consideration for consulting services to develop the AG high school course submission to UC Doorways.

4. Billing

Aaron Holbrook will submit the first invoice by September 15, 2025. BEST Academy agrees to pay invoices within 30 days of receipt. Payment of invoices may result in the suspension of Aaron Holbrook's services once payment is received.

5. Terms of Agreement

- A. This agreement shall become effective upon execution by both parties and shall remain in full force and effect until terminated by either party from September 1, 2025, through July 30, 2026.
- B. Either party may terminate this agreement for any reason upon thirty (15) days of written notice to the other party.
- C. Aaron Holbrook shall invoice BEST Academy at the rates in Section 3 of this agreement. Invoices will be generated at the beginning of each month. 9
- D. BEST Academy shall pay each invoice within thirty (30) days of receipt.
- E. Each party shall notify the other of cancellations of appointments due to inclement weather, staff absence, emergency closing, or otherwise.
- F. BEST Academy (or its designee) and Aaron Holbrook shall promptly disclose to each other any issues concerning the compliance with or violation of this Agreement.

6. Miscellaneous

ADDITIONAL CONSULTATION TERMINATION RIGHTS

Consultant may terminate this Agreement immediately upon written notification to the School and without liability (a) if the School, in Consultant's judgment, violates any of the "School Obligations" above.

REMEDIES

Suppose this Agreement is terminated under either of the above provisions. In that case, the School shall still be obligated to pay previously agreed-upon monthly rates to the Consultant for all services rendered until the effective date of the termination of the Agreement. In addition, if Consultant terminates this Agreement, (i) the School shall pay Consultant for services necessary to wind down or complete any specific ongoing obligations under this Agreement under an agreed hourly rate schedule set for Additional Services, (ii) the School shall pay Consultant for all Reimbursable Expenses owed or otherwise incurred as a result of such termination, and (iii) Consultant shall have the right to pursue all right and remedies available under applicable law.

STANDARDS

All Intellectual Property Rights arising from Services provided by Aaron Holbrook will remain the property of Aaron Holbrook..

Aaron Holbrook retains the copyrights, design rights, and any similar Intellectual Property Rights in the Services, code, documentation, and work undertaken as and when such copyrights, design rights, or other rights exist.

The content and results of all work undertaken by both Aaron Holbrook and the Client are to be kept confidential by the other party, except by prior written agreement, unless the information is:

- Published or comes into the public domain other than by breach of this Agreement or

- Lawfully known before the commencement of this Agreement and is not the subject of a previous obligation of confidentiality,
- Legally obtained from a third party that is free to divulge the information or
- It was replicated by work carried out independently by or for the other party by an employee or other person with no access to or knowledge of such information.

Aaron Holbrook licenses the School to use any delivered content of the service free of charge.

Ownership in the content shall only pass to the Client once all sums due to Aaron Holbrook for the deliverables have been received. Aaron Holbrook indemnifies the Client against claims by third parties that work delivered infringes the Intellectual Property Rights or copyright of that third party, provided that:

- The School promptly notifies Aaron Holbrook in writing of any claim
- The School makes no admissions without the agreement of Aaron Holbrook.
- Aaron Holbrook's request and expense, the school shall allow Aaron Holbrook to conduct and settle all negotiations and litigation, and give Bournemouth Digital all reasonable assistance.

This indemnity does not extend to claims arising from specifications or other material provided by the School and included in the Services at the School's request.

This indemnity does not extend to claims arising from specifications or other material provided by the Client and included in the Services at the Client's request.

Aaron Holbrook shall ensure that publicity relating to the Services only occurs with the School's prior written or verbal agreement.

GOVERNING LAW

This Agreement shall be interpreted and enforced under the laws of the State of California, and the exclusive venue for any disputes hereunder shall be Orange County, California.

LIMITATION ON LIABILITY

Notwithstanding anything to the contrary contained herein, the Consultant's maximum liability to the School under this Agreement shall not exceed the total aggregate compensation received by the Consultant from the School.

Notwithstanding anything to the contrary contained herein, the Consultant shall not be responsible or otherwise liable for delays beyond its reasonable control for inaccurate or incomplete information provided by the School or other sources.

DISPUTE RESOLUTION

To resolve any conflicts arising during the term of this Agreement or following the expiration of this Agreement, the School and Consultant agree that all disputes arising out of or relating to this Agreement shall be submitted first to non-binding mediation unless the parties mutually agree otherwise. If any dispute is not resolved by non-binding mediation, then such dispute shall be submitted for binding arbitration with a retired judge. If the parties cannot agree on an arbitrator, each party shall select one arbitrator, and both arbitrators shall select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association, then in force and effect. The arbitration shall occur in Orange County, California.

INDEMNIFICATION

The School shall indemnify, defend (with counsel acceptable to Consultant), and hold harmless Consultant and Consultant's agent's representatives, directors, officers, and employees from and against

any claims, obligations, liabilities, causes of action, suits, debts, liens, damages, judgments, losses, demands, orders, penalties, settlements, costs and expenses (including, without limitation, attorneys' fees, expert's fees, and costs) of any kind or nature whatsoever, arising, resulting from, related to, about, or based upon, whether directly or indirectly, and regardless of when occurring and regardless of whether Consultant caused the same and(or) Consultant's agents representatives, directors, officers or employees, the performance of Consultant's obligations or duties under this Agreement and the performance any other actions or omissions at the direction of the School.

SEVERABILITY

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. Suppose any provision of this Agreement is invalid. In that case, the parties agree that the remaining provisions shall be in full force and effect as if both parties had executed them after the expungement of the invalid provision.

NO WAIVER

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement shall not be construed as subsequently waiving any such terms and conditions. Still, the same shall remain in full force and effect as if no such forbearance or waiver had occurred.

NOTICES

Unless provided herein to the contrary, any notice provided for or concerning this Agreement shall be in writing and deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

ATTORNEYS' FEES

Suppose either party commences an action for the interpretation, reformation, enforcement, or rescission. In that case, the prevailing party shall be entitled to a judgment against the other for an amount equal to attorneys' fees and costs.

ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

MODIFICATION OF AGREEMENT

This Agreement commences on September 15, 2025, and continues through June 30, 202e. The term of this Agreement may be extended by written agreement of the Parties. In the event of a change in the California Education General Fund formula and allocation, BEST Academy reserves the right to renegotiate the terms and rate of this contract. In the event of termination for any reason, BEST Academy shall pay the Consultant any unpaid portion of the Services and Expenses through the effective date of the termination.

If, due to any change in the cost of services, labor, material, or other costs from that prevailing date of the proposal, the cost to Aaron Holbrook of fulfilling its obligations is changed, then this change may be passed on to the School.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized

representative of each party.

ASSIGNMENT OF RIGHTS

The rights of the School under this Agreement are personal to the School. They may not be assigned or transferred to any other person, firm, corporation, or entity without the Consultant's prior, express, and written consent.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

COMPLIANCE WITH LAWS

In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly constituted authority shall be followed and complied with in all respects by the School.

ELECTRONIC INFORMATION

Because account information is stored in electronic form and can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the Consultant reserves the right to remove all indicia of its ownership and involvement in the material from each electronic medium not held in its possession. The School shall retain copies of the work performed by the Consultant only for information and use by the School for the specific purpose for which the Consultant was engaged. Said materials shall not be used by the School or transferred to any other party for any other purpose for which Consultant did not strictly intend the material without Consultant's express written permission. Any unauthorized modification or reuse of the materials shall be at the School's sole risk, and the School agrees to defend, indemnify, and hold the Consultant harmless for any claims, liabilities, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized modification or use of these materials.

INTEGRITY OF AGREEMENT

Once fully executed, this Agreement supersedes all negotiations and prior agreements concerning the School. It is intended as a complete and exclusive statement of the entire agreement between the School and the Consultant concerning the services performed. This Agreement encompasses all the services rendered by the Consultant in connection with the School before the effective date of this Agreement. One or more waivers of breach of any term of the Agreement shall not be construed as a waiver of a subsequent breach of the Agreement or other terms. If this Agreement is terminated, its risk allocation, indemnity, liability, and waiver provisions shall remain in full force and effect. Suppose any such provisions herein called for shall be prohibited by law. In that case, the subject indemnification provisions shall not be void but instead shall be interpreted as applying only to the fullest extent allowed by law. This Agreement shall be binding upon and to the benefit of the parties hereto and their respective partners, joint ventures, principals, heirs, estates, personal representatives, successors, and assigns.

ADDITIONAL TERMS

- **Modification:** Consultant reserves the right to modify, withdraw, or cancel this Agreement if not approved by ten (10) calendar days from the date of this Agreement.
- **Authorization:** The person signing on behalf of the School warrants to the Consultant that he or she has the authority and power to execute this Agreement on behalf of the School.
- **Joint Execution:** The School understands that this Agreement shall only be binding upon the Consultant once executed by both parties identified below.

This agreement may be amended only upon the written consent of both parties.

- Entire Agreement. This Agreement supersedes any prior agreements or understandings of the parties concerning the subject matter, whether written or oral.
- Notices. Any notice or other communication required or permitted hereunder shall be in writing. It shall be delivered personally, telegraphed, emailed, certified, registered, or express mail, prepaid postage, or by reputable overnight courier. Any such notice shall be deemed given when so delivered personally, telegraphed, emailed, or if mailed, two days after the date of deposit in the United States mail, or if sent by overnight courier, the next business date following the date the notice is sent, as follows:

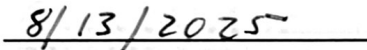
Aaron Holbrook,
2877 Beasley Rd
Chapel Hill, TN 37034

By a notice given by this Section 7(b) to the other party, any party may designate another address or person to receive information hereunder.

AGREED AND ACKNOWLEDGED


Signature


Aaron Holbrook


Date

Signature

Name

Date

Coversheet

Membership to California Charter Schools Association - Approval continues support from CCSA, a non-profit organization that advocates for and supports high-quality, non-profit charter schools in California. CCSA works to advance the charter school movement through state and local advocacy, leadership on accountability, and providing resources to member schools.

Section: VII. ACTION ITEMS

Item: D. Membership to California Charter Schools Association - Approval continues support from CCSA, a non-profit organization that advocates for and supports high-quality, non-profit charter schools in California. CCSA works to advance the charter school movement through state and local advocacy, leadership on accountability, and providing resources to member schools.

Purpose: Vote

Submitted by:

Related Material:

School Invoice (Single-Site) - Brookfield Engineering Science Technology Academy (BEST Academy).pdf



California
Charter Schools
Association

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

Membership Invoice

Attn: Accounts Payable
Brookfield Engineering Science Technology Academy (BEST Academy)
PO Box 337
Julian, CA 92036

Invoice Date		Member ID	
6/24/25		A-05423	
Member Type	Current Expiration Date	Due Date	P.O. No.
Charter School Membership (Full Year)			
Description			
Charter School Membership ID A-05423 Membership through 6/30/2026			
We appreciate your support and participation! Please email membership@ccsa.org with any questions.			
Number of Students 693	Amount \$11,088.00		
Amount Paid:	\$0.00		
Total Amount Due:	\$11,088.00		

REMITTANCE STUB
(Please Return)

Initial Billing

CCSA membership through 6/30/2026 at \$16.00 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

Member ID: A-05423
Brookfield Engineering Science Technology
Academy (BEST Academy)
PO Box 337
Julian, CA 92036

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

Total Amount Due: \$11,088.00

Pay by Wire:

City National Bank
Account #: 401599800
Account Name: California Charter Schools
Association
Bank Routing #: 122016066
Swift Code: CINAUS6L
EIN: 51-0465703

Link to [W-9](#)

Coversheet

Unpaid Time Off Policy - Approval establishes the process and expectations for unpaid time off for both non-exempt (hourly) and exempt (salaried) employees when Paid Time Off (PTO) has been exhausted or is otherwise unavailable

Section:	VII. ACTION ITEMS
Item:	E. Unpaid Time Off Policy - Approval establishes the process and expectations for unpaid time off for both non-exempt (hourly) and exempt (salaried) employees when Paid Time Off (PTO) has been exhausted or is otherwise unavailable
Purpose:	Vote
Submitted by:	
Related Material:	Unpaid Time Off Policy.docx

Unpaid Time Off Policy

Effective Date: 07/01/2025

Applies To: All employees

Purpose

This policy establishes the process and expectations for unpaid time off for both non-exempt (hourly) and exempt (salaried) employees when Paid Time Off (PTO) has been exhausted or is otherwise unavailable.

Scope

Applies to all employees, both exempt (salaried) and non-exempt (hourly), regardless of tenure.

Policy Guidelines

1. Request Process (All Employees)

- Employees must submit a written request for unpaid time off to their immediate supervisor at least 10 business days in advance, unless the absence is due to an emergency.
- Requests must include the intended date(s) and a statement acknowledging the time will be unpaid.
- Supervisor recommendations are forwarded to HR for final approval.

2. PTO Exhaustion

- Unpaid time off may only be granted once all PTO has been exhausted, unless otherwise allowed by law or unique program exceptions.
- Employees with a negative PTO balance must receive executive-level review for any additional time off.

3. Approval Authority

- Supervisors review requests based on staffing and program needs.
- Final approval comes from HR and/or the Executive Directors, particularly when:
 - The request would exceed an -8-hour PTO balance (for salaried staff)
 - Operational disruption is likely
 - There is a pattern of frequent or excessive requests

4. Payroll & Timekeeping Impact

□ For Non-Exempt (Hourly) Employees:

- Hourly employees are paid only for hours worked.
- However, approved unpaid time off differs from simply not clocking in. It must be:
 - Requested and approved in advance

- Properly recorded in the timekeeping system
- Used to track attendance patterns and ensure coverage
- Unapproved absences may result in disciplinary action, even if the employee is not paid.

□ For Exempt (Salaried) Employees:

- Salaried employees' pay may only be docked in full-day increments and only when:
 - The absence is for personal reasons
 - The employee has exhausted all available PTO
- Partial-day unpaid absences are not eligible for salary deductions under FLSA rules but must still be documented for accountability.

5. Limits & Review

- Employees may not exceed an -8 hour PTO balance without Executive Directors and HR approval.
- Excessive use of unpaid time off may trigger:
 - An attendance or performance discussion
 - A review of workload, support, or accommodation needs (e.g., under the ADA)
 - Documentation for potential corrective action

Additional Notes

- Unpaid time off may not be used to extend holiday breaks or vacations without advance written approval.
- This policy does not override or replace applicable federal or state-protected leave laws (e.g., FMLA, ADA, CFRA, PDL, etc.).
- All unpaid time off will be properly coded in the payroll and timekeeping systems for compliance and tracking.

Coversheet

Intra Office Relations (Fraternization) Policy - Approval outlines expectations to help prevent conflicts of interest, favoritism, or disruption to the workplace.

Section: VII. ACTION ITEMS
Item: F. Intra Office Relations (Fraternization) Policy - Approval outlines expectations to help prevent conflicts of interest, favoritism, or disruption to the workplace.
Purpose: Vote
Submitted by:
Related Material: Intra-Office Relationships (Fraternization) Policy.docx

Intra-Office Relationships (Fraternization) Policy

Effective Date: 07/01/2025

Applies To: All employees, contractors, and volunteers of BEST Academy

Purpose

At BEST Academy, we are committed to maintaining a professional, respectful, and equitable workplace. While we recognize that personal relationships may develop between colleagues, it is essential that these relationships do not interfere with job performance, team morale, or the integrity of our educational mission.

This policy outlines expectations to help prevent conflicts of interest, favoritism, or disruption to the workplace.

Policy Guidelines

1. Voluntary and Consensual Relationships

- Relationships between employees must be voluntary and consensual.
- Any coercion, harassment, or retaliation is strictly prohibited and will be addressed under the school's anti-harassment policy.

2. Disclosure of Supervisory Relationships

- If a relationship develops between individuals where one has direct or indirect supervisory authority over the other (e.g., influence over job duties, evaluations, promotions, or pay), both parties must disclose the relationship to Human Resources within 10 business days.
- This disclosure ensures transparency and allows HR to make adjustments to avoid conflicts of interest.

3. Management of Power Imbalances

- Upon disclosure, HR may:
 - Adjust reporting structures,
 - Reassign supervisory duties, or

- Implement other measures to safeguard fairness and workplace integrity.

4. Post-Relationship Conduct

- If a relationship ends, employees are expected to maintain professionalism.
- Harassment, retaliation, or unprofessional behavior following a breakup will not be tolerated.

5. Confidentiality

- All disclosures will be handled discreetly, with information shared only on a need-to-know basis.

6. Prohibited Conduct

- Romantic or sexual relationships between an employee and a student or former student are strictly prohibited.
- Any relationship that compromises the integrity or reputation of the school is subject to review.

Enforcement

Violations of this policy may result in corrective action, up to and including termination.

Questions & Reporting

If you are in, or anticipate entering, a relationship covered under this policy, or have concerns regarding conduct, contact Human Resources:

acorder@bestacademy.com

(619) 320-5168

Coversheet

BambooHR Portal Renewal - Approval expands the products to include payroll, benefits administration, and time tracking.

Section: VII. ACTION ITEMS
Item: G. BambooHR Portal Renewal - Approval expands the products to include payroll, benefits administration, and time tracking.
Purpose: Vote
Submitted by:
Related Material: BambooHR-Quote-Best Academy - Payroll-V003.pdf

FROM

Laura Culbertson

lculbertson@bamboohr.com

BambooHR www.bamboohr.com

PREPARED FOR

Andrew Corder

Best Academy

DATE August 7, 2025

EXPIRES August 21, 2025

Monthly

Product	PEPM List Price	Effective PEPM	Quantity	Months	Volume Discount	Bundle Discount	Nonprofit Discount	Total (USD)
HR								
Core	\$10.00	\$6.35	57	1	12.14%	15.00%	15.00%	\$361.83*
Benefits Administration	\$5.50	\$3.49	57	1	12.14%	15.00%	15.00%	\$199.01*
Time Tracking	\$3.00		8	1			15.00%	\$20.40**
Payroll								
Payroll	\$7.50	\$4.76	57	1	12.14%	15.00%	15.00%	\$271.37*
Additional State Tax Service	\$7.00		3	1				\$21.00
Estimated Total Monthly Cost								\$873.61

One-Time

Service	List Price	Quantity	Total (USD)
Benefits Administration Implementation	\$300.00	1	\$300.00
Payroll Implementation	\$1,750.00	1	\$1,750.00
Estimated One-Time Cost			\$2,050.00

* This is your monthly price based on the quoted headcount and products. You will be billed for the employee headcount quoted above until that number is exceeded. If your total employee count changes, so will your total monthly cost.

** Applicable sales tax may be added. The Bundle Discount will automatically apply any month you are being actively billed for all three products: HR, Benefits Administration, and Payroll.

Month-to-Month | No Long-Term Commitment

Monthly Costs		
Core		\$570.00
Benefits Administration		\$313.50
Time Tracking		\$24.00
Payroll		\$427.50
Additional State Tax Service		\$21.00
Monthly List Price		\$1,356.00
Effective Total Discount		(35.57%) (\$482.39)
Total Cost Per Month		\$873.61

Due at Activation	
First Month of Core	\$425.68
First Month of Benefits Administration	\$234.13
First Month of Time Tracking	\$20.40
HR Implementation	\$300.00
Payroll Implementation	\$1,750.00
Total Due at Activation**	\$2,730.21

Collect & Remit Garnishments	\$4.00 per garnishment per pay cycle
W-2 forms	\$5.00 per W-2 form
1099 Base Service	\$25.00 Annually
Print & Mail 1099 forms (Note: All 1099 contractors will be mailed a 1099 form)	\$12.00 per 1099 form printed and mailed
Research and/or Problem Solving	\$200.00 per hour, \$200.00 minimum
Custom General Ledger Report Creation (<i>Highly Complex requests will be charged \$600</i>)****	\$400.00
401k/HSA/FSA/Workers Comp Custom Report Creation****	\$300.00
General Ledger Report Updates	\$200.00
401k/HSA/FSA/Workers Comp Custom Report Updates	\$75.00

**** Please note that, upon delivery of a custom report, a 30-day warranty period is granted during which adjustments to the report will be made for no charge.

Product Details

Core Includes:

- Employee Records
- Company Directory & Org Chart
- Document Storage - 20 GB + 500 MB per active employee
- Applicant Tracking System - 5 Job Openings
- Standard & Custom Reporting & Analytics
- Custom Access Levels
- Custom Email Alerts
- Custom Tabs & Fields
- Time-Off Management
- Training Tracking
- Benefits Tracking
- Company Calendar
- Mobile App
- Onboarding/Offboarding
- eSignatures
- Company Branding
- Audit Trail
- Access to the VirgilHR platform
- Access to the Partner Marketplace
- Open API
- Total Rewards
- Employee Wellbeing
- Employee Satisfaction with eNPS

Payroll Includes:

- Real-time data syncs with BambooHR
- Unlimited regular and off-cycle payroll runs
- Federal, state, and local tax filing
- Employee access and digital paystubs
- Flexible pay schedules
- Additional pay adjustments
- Comprehensive payroll reporting
- W-2 filing and creation
- Exceptional customer support
- Data security and privacy

Time Tracking Includes:

- Daily Time Entry
- Employee Timesheets
- Automatic Reminders
- Approval Workflow
- Automatic Overtime Calculations
- Report for Payroll

Add-ons: BambooHR Time Tracking, Payroll, and Benefits Administration may be purchased as add-on products. Benefits Administration and Payroll are currently available for US-based employees only.

Benefits Administration Includes:

- Employee Enrollment (Open Enrollment, New Hires, QLE)
- Dependent Eligibility Management
- Admin Election Approval
- Election Summary Report
- Benefits Change Report

Payroll Implementation Includes:

- Complete Payroll Registration before implementation begins[†]
- A dedicated Payroll Project Manager for 3-4 weeks
- A detailed review of your data in BambooHR
- A data import of your current Year-to-Date (YTD) information
- Instructions on how to access payroll
- Set up deductions and taxes
- Set up employee direct deposit information
- System training
- Finalize settings for first payroll run
- Instructions on how to run payroll

[†] Prior to implementation, you will be provided a checklist of items to complete.

Failure to complete these items before meeting with your Payroll Project Manager will delay your implementation start date and first payroll run and may result in additional data entry fees.

Implementation does not include the following services: Adjustment of employee self-service and access release/modification; Uploading of files, photos, and documents; Manual data entry (hand entering) from paper files or PDF documents; Setting up of onboarding/offboarding checklists; Posting jobs or importing resumes; Importing any Time Off data prior to the current calendar year; Importing Benefit data in excess of 1 calendar year and for any inactive employees; Importing of any terminated employee data prior to the current calendar year; Extended time longer than the dedicated 4-6 week timeframe. - Extra time, if needed, is billed by the hour at the conclusion of the implementation timeframe

BambooHR will not do custom programming efforts or any development work with the BambooHR API in integrating with external systems. Utilization of the BambooHR API is completed by the customer with technical support available via email. Maintenance of integrated external systems is the sole responsibility of the client. The enablement of BambooHR Marketplace partners is also the responsibility of the client.

Benefits Administration Training Includes:

A one-hour individualized training with a project manager on how to prepare your account for your first enrollment. This includes reviewing the following:

- Adding dependents
- Creating benefit plans
- Preparing an enrollment window
- Enrolling as an employee
- Approving enrollments
- Sending data to carriers

1. Prices quoted above are based on your agreement to subscribe to the above noted services, and represents the number of active employees that you have indicated will be added to BambooHR when fully implemented. You will be billed for the employee headcount quoted above until that number is exceeded. Should your number of employees change after your quoted headcount is exceeded, or subscribe to additional services, your prices may increase or decrease.
2. Payment for services, including implementation, are due immediately upon acceptance of this price quote. Core/Pro/Elite and add-ons monthly per employee rates or monthly flat rate subscriptions will renew on a month-to-month basis until terminated. Payment for Payroll services, not including implementation, are due at the first payroll run. For Payroll any applicable ancillary charges will be due incrementally as payroll runs are processed.
3. Pricing is dependent on the number of employees using each product. In months where 25 or fewer employees you will be charged a flat monthly rate of \$250.00.
4. Time Tracking pricing is dependent on the number of employees using Time Tracking. In months where there are 3 or fewer employees using Time Tracking a flat rate of \$9.00 will be charged to your account.
5. Payroll pricing is dependent on the number of employees you paid in the previous calendar month. In months where 25 or fewer employees are paid a flat rate of \$190.00 will be charged to your account.
6. In months where a Payroll run has not occurred, you will be charged an account management fee of \$125.00.
7. If you postpone your scheduled implementation date after Year-to-Date (YTD) information has already been added to your account, you will be charged \$200.00 per file of additional YTD data entry.
8. W2 and 1099 forms will be mailed to all terminated employees. Additionally, employees electing to only receive a digital copy will need to opt-in within BambooHR, otherwise, they will receive a mailed copy.
9. BambooHR's services are governed by our Terms of Service found at <https://www.bamboohr.com/legal/terms-of-service>; payroll services are governed by our Payroll Services Agreement found at <https://www.bamboohr.com/legal/payroll-services-agreement>. Both agreements are formally accepted in the product.
10. Please contact your BambooHR sales representative with any questions or changes, or you may contact customer support at 801-724-6600.

BambooHR | 42 Future Way | Draper | Utah | 84020

Coversheet

Specialized Therapy Services Contract - Approval establishes Special Education support for students and families

Section: VII. ACTION ITEMS

Item: H. Specialized Therapy Services Contract - Approval establishes Special
Education support for students and families

Purpose: Vote

Submitted by:

Related Material:

BEST and STS 2025-26 Nonpublic Master Contract Appendix B Agencies 6.2025 (LOCKED).doc.p
df

BEST and STS CA Form Independent Contractor.pdf

LEA: BEST Brookfield Engineering Science Technology Academy Nonpublic: Specialized Therapy Services

2025-2026

Nonpublic

Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2025-2026

Index of Provisions

Contract Section	Page Number
SECTION 1: EDUCATIONAL PROGRAM	
1.1 Admission/Enrollment Procedure	1
1.2 Supplies and Equipment	1
1.3 Calendar	1
1.4 Parent Visits/Communication	1
a. Visits	1
b. Communication	1
1.5 Ownership	2
1.6 Staff Absences	2
SECTION 2: ATTENDANCE	2
SECTION 3: SAFETY	
3.1 Safe and Appropriate Environment	2
SECTION 4: MILEAGE REIMBURSEMENT	3
SECTION 5: FINANCIAL	
5.1 Full-Time Equivalency Basis	3
5.2 Rate Schedule for Contract Year	3
SECTION 5: APPROVALS	
Signature Page	6

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT

APPENDIX B: AGENCIES

2025-2026

NONPUBLIC MASTER CONTRACT

Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT

APPENDIX B: AGENCIES

2025-2026

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2025-2026

SECTION 4: MILEAGE REIMBURSEMENT:

CONTRACTOR may request reimbursement for mileage accumulated for travel starting after the contractor has arrived at their first work location of the day within the LEA, between work locations within that LEA and will not include commute time from home to work, work to home, nor between different LEAs. Reimbursement rates, practices, and documentation will align with the regulations put forth by the IRS each year.

CONTRACTOR shall submit documentation of mileage with invoices monthly, no later than thirty (30) days from the end of the attendance accounting period calendar month in which said mileage was documented. Beyond this time frame, mileage will not be reimbursed.

SECTION 5: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Specialized Therapy Services

CONTRACTOR NPA ID NUMBER: 1A-37-106

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u></u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u>93</u>	<u>hour</u>
<u>Language and Speech (415) - Licensed SLP-A</u>	<u>64.89</u>	<u>hour</u>
<u>Language and Speech (415) – Speech Therapy Aide</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u>77.39</u>	<u>hour</u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u>84</u>	<u>hour</u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2025-2026

<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u>93.03</u>	<u>Hour</u>
<u>Assistive Technology Services - Classified (445)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450)</u>	<u>89.76</u>	<u>Hour</u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u>67.72</u>	<u>Hour</u>
<u>Physical Therapy (460)</u>	<u>89.76</u>	<u>Hour</u>
<u>Physical Therapy – Licensed PT Assistant (460)</u>	<u></u>	<u></u>
<u>Individual Counseling (510)</u>	<u>89.76</u>	<u>Hour</u>
<u>Counseling and Guidance (515)</u>	<u>89.76</u>	<u>Hour</u>
<u>Parent Counseling (520)</u>	<u>89.76</u>	<u>Hour</u>
<u>Social Work Services (525)</u>	<u>89.76</u>	<u>Hour</u>
<u>Psychological Services (530)</u>	<u>89.76</u>	<u>Hour</u>
<u>Behavior Intervention Services (535) – BI Design</u>	<u>95.60</u>	<u>Hour</u>
<u>Behavior Intervention Services (535) – BI Implementation</u>	<u>95.60</u>	<u>Hour</u>
<u>Behavior Intervention Services (535) – BII (AIDE)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BII (RBT)</u>	<u>71.30</u>	<u>Hour</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>89.76</u>	<u>Hour</u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>89.76</u>	<u>Hour</u>
<u>Interpreter Services (715)</u>	<u>*135</u>	<u>Hour -2 hour min</u>
<u>Interpreter Services Shift Differential (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u>*185</u>	<u>hour</u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Braille Transcription (735)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2025-2026

Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy	89.76	Hour
Other Services (900) - Vision Therapy	*220	session
Other Service (900) Vision Therapy	*800	assessment
Transportation – Emergency		
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2025-2026

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

CONTRACTOR acknowledges that the minimum insurance requirements of the LEA must be met as described in the Main Document of the Master Contract.

DATE: 8/19/25

Authorized Representative Signature

Steven Oas, CEO

(Type) Name and Title

LEA

Local Educational Agency

DATE:

Authorized Representative Signature

(Type) Name and Title

LEA Board Approval

DATE:

Independent Contractor Agreement Requirements

- ☐ Independent Contract
- ☐ Business License
- ☐ W-9 Form
- ☐ Fingerprint Clearance or
Background Declaration on Company Letterhead

School Site: _____

Vendor Name: _____

Date Submitted: _____

*Independent Contracts must be approved prior to the services rendered. Please submit all documents required at same time to
admin@theoascenter.com*

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN

AND

This Independent Contractor Agreement ("Agreement") is made and entered this _____ day of _____, 20__ between _____ (hereinafter referred to as "NPA" or "Contractor") and _____ (hereinafter referred to as "LEA", together with NPA, "Parties").

1. Purpose. The LEA requires _____ Contractor is specifically trained and qualified to _____ and provide the services described in this Agreement.
2. Scope of Work. NPA shall provide services in accordance with Exhibit A, Statement of Work, which is attached hereto and made a part hereof by this reference. The performance of these duties shall be at times and place within the limits of LEA policy and in consultation with the LEA.
3. Service Provider's Fee. The LEA shall pay NPA for the performance of all services rendered pursuant to this Agreement, the sum not to exceed _____. The LEA shall make payment within forty-five (45) days of receipt of properly prepared and submitted invoices and such payment shall be submitted pursuant to the Notices section of this Agreement. Unless specifically noted otherwise in this Agreement, the LEA shall not be (1) liable for any NPA fees and/or expenses or (2) responsible for labor, supplies, materials, tools, or any other items necessary to perform the services described in this Agreement.
4. Billing. NPA shall submit invoices in accordance with the schedule described in section 3. The effective date of the invoice shall be the date of receipt by the LEA. Invoices should clearly reflect rates as described in this Agreement. NPA shall submit said invoice for services rendered no later than thirty (30) days after the provision of services. If the LEA does not receive a properly submitted invoice within thirty (30) days from the date the services were provided, the LEA may deduct 1.5% per month, calculated proportionately per day, of the total invoice, if the LEA does not agree in writing to the request of NPA to an extension of time to submit the invoice.
5. [OPTIONAL] Services Schedule. The Services Schedule shall be estimated as follows:

[]. Hourly services included at LEA approval for technical assistance and teacher coaching \$140
~~The~~ final project schedule shall be mutually confirmed and agreed to by NPA and the LEA on or before _____. Revisions to the Services Schedule shall only be made in writing and with the approval of the LEA.
6. Term of Agreement. The term of this Agreement shall be from _____ to _____. Neither the LEA nor NPA is required to renew this Agreement in subsequent years. Any subsequent agreement is to be renegotiated prior to June 30 of each year. The Agreement has no force or effect until approved or ratified by the LEA.

7. Qualified, Trained, Certificated, and Licensed Personnel. NPA shall provide services under this Agreement by appropriately trained, qualified, and, if applicable, certified and licensed staff. NPA shall be responsible for verifying qualifications, providing training, and monitoring all staff certification at its own expense. NPA shall provide the LEA with copies of any applicable certifications, licenses, and waivers for all staff providing services under this Agreement. NPA shall notify the LEA, in writing, of any change in any staff member's certification or licensure no later than 30 days following the change.
8. Verification of Credentials, Licenses, and Other Qualification. NPA shall provide services under this Agreement through appropriately trained and qualified staff. NPA shall provide appropriately credentialed teachers and/or licensed personnel or other educational related provider consistent with the California laws and regulations. NPA shall be responsible for verification of credentials and licenses held by its employees, consultants, agents, and subcontractors. NPA shall be responsible for monitoring the status of credentials, certificates, licenses and/or waivers. NPA shall provide the LEA with copies of the credentials, licenses, and waivers for all staff providing services under this Agreement and notify the LEA, in writing, of any changes in the credentials or licenses of staff within 45 days of the change.
9. Child Abuse and Neglect. NPA shall timely provide all required child abuse/neglect and mandated reporter trainings to all staff who require such training. NPA shall maintain a signed statement by all personnel required to sign such a statement under the child abuse/neglect reporting laws, acknowledging their training and understanding of the mandated reporting requirements regarding observed or suspected cases of child abuse. NPA shall comply with all legal requirements related to child abuse and neglect, including those described in California Penal Code section 11164, *et seq.* When filing a child abuse report, NPA shall include in the report, the name, telephone number, and address of the LEA identified, as stated in the Notices section of this Agreement.
10. Missing Students. NPA shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission immediately upon confirmation that the pupil is missing, in accordance with Education Code section 49370. NPA shall contact the LEA representative identified in the Notices section of this Agreement as soon as reasonably practicable in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.
11. Injury/Death. NPA agrees to complete a written report when a pupil has suffered an injury that requires medical attention and/or died and provide that report to the LEA representative identified in the Notices section of this Agreement as soon as reasonably practicable, but in no event later than 24 hours after discovery of the injury or death. If the incident results in the death of a student, NPA shall immediately notify the LEA representative identified in the Notices section of this Agreement.
12. Compliance with Laws. During the term of the Agreement, NPA and the LEA shall comply with all applicable federal and state laws and regulations, including those not expressly referenced in this Agreement. NPA shall further comply with any and all applicable LEA Board Policies and Administrative regulations (available through the LEA's website.) In the event NPA retains a subcontractor or subcontractors to provide any services described in this Agreement, NPA agrees that each subcontractor will comply with the terms of this Agreement, including this section.

- a. Nondiscrimination. NPA shall not discriminate based on disability (mental and/or physical), medical condition, race, color, ancestry, national origin, gender, gender identity, gender expression, pregnancy, nationality, race or ethnicity, religion, creed, sexual orientation, genetic information, marital status, military or veteran status, immigration status, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics, any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or any other classification protected by federal or state laws in employment or operation of its programs. NPA agrees to maintain a nondiscrimination policy and procedure, pursuant to Title 5 of the California Code of Regulations section 4930.
 - b. Sexual Harassment Policy. NPA shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines. Such policy shall comply with the requirements imposed by California Education Code section 231.5.
 - c. Title IX. NPA shall comply with Title IX of the Education Amendments of 1972, 20 U.S.C. section 1681 *et seq.*, and maintain a Student Grievance Procedure in compliance with Title IX.
 - d. Uniform Complaint Procedures. NPA agrees to maintain a uniform complaint procedure, pursuant to Title 5 of the California Code of Regulations sections 4600 *et seq.*
 - e. Corporal Punishment Prohibitions. NPA shall not utilize any intervention that is designed to, or likely to, cause physical pain; release noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to an individual's face; utilize any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma; utilize restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities (except as permitted by law); locked seclusion (except as permitted by law); utilize any intervention that precludes adequate supervision of the individual; or, utilize any intervention which deprives the individual of one or more of his or her senses.
 - f. Student Discipline. NPA agrees to comply with and enforce LEA standards of student conduct.
 - g. Student Educational Records. Student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). The Parties shall comply with FERPA and not access or make any disclosures of student educational records to third parties without prior written notice to and consent from the other Party or as provided by law. If this Agreement contains a scope of work or any provision that requires or permits NPA or the LEA to access or release any student records, then, for purposes of this Agreement only, the Parties will comply with FERPA and will not make any disclosures of NPA and/or LEA students' educational records to third parties without prior notice to, and consent from, the other Party or as otherwise permitted by law. In addition, any access or disclosures of student educational records made by either Party must only be for a legitimate educational purpose.
 - h. Health Insurance Portability and Accountability Act ("HIPAA"). NPA shall comply with HIPAA and shall provide Notice of Privacy Practices in compliance with HIPAA.
13. Right to Withhold. The LEA has the right to withhold payment to NPA when the LEA has reliable evidence, described in writing to NPA at the time notice of withholding is submitted, that NPA has materially breached this Agreement. The LEA shall notify NPA in writing, pursuant to the Notices section of this Agreement, within ten working

days of receipt of an invoice of any reason why the requested payment shall not be paid. Within fourteen (14) days from the date of receipt of such notice, NPA shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. NPA shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to NPA with a notice of withholding following correction of the noted deficiencies. If NPA does not resubmit sufficient rebilling or verify remediation within thirty (30) calendar days, that shall constitute reason to continue to withhold payment unless and until NPA resubmits the invoice and corrects the noted deficiencies. Nothing in this paragraph limits the LEA's right to terminate this Agreement as described herein.

14. Audit and Inspection of Records. NPA shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence regardless of form or type, sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing this Agreement. NPA shall make said evidence available to the LEA at the LEA or its consultant's offices at all reasonable times and without charge to the LEA. Said evidence/records shall be provided to the LEA within five (5) working days of a written request from the LEA. NPA shall, at no cost to the LEA, furnish assistance for such examination/audit. NPA, and its subcontractors, shall keep and preserve all such records for a period of at least three (3) years from and after the final payment or, if the Agreement is terminated in whole or in part, until three (3) years after the end of the Agreement. The LEA's rights under this section shall also include access to Service Provider's offices for interviewing Service Provider's employees. Failure of NPA to provide records or access within the time requested shall preclude NPA from receiving any payment due under this Agreement until such evidence/documents are provided. The terms of this paragraph survive termination of this Agreement.
15. Confidentiality. All communications and information obtained by NPA from the LEA related to this Agreement is confidential. Except as provided in Section 16, without the prior written consent of an authorized representative of the LEA, NPA shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. NPA shall not use any communications or information obtained from the LEA for any purpose other than the performance of this Agreement, without LEA's written prior consent. Except as identified in Section 17, at the conclusion of the performance of this Agreement, NPA shall return to the LEA all written materials constituting or incorporating any communications or information obtained from the LEA. In the event NPA maintains any electronic files related or necessary to the performance of this Agreement, NPA shall delete such files. Upon the LEA's specific written approval, NPA may retain copies of such materials, subject to the requirements stated herein. Service Provider's obligation of confidentiality shall survive termination of this Agreement.
16. Disclosure to Subcontractor. NPA may disclose to any subcontractor, or LEA approved third parties, any information otherwise subject to Section 17 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, NPA shall obtain the subcontractor's written agreement to comply with the requirements of Section 17 and shall provide a copy of such agreement to the LEA.
17. Ownership of Work Product. Except for all NPA books, manuals and materials ("NPA Materials"), all products of work created pursuant to this Agreement, such as, among other things, LEA notes, charts, student records, and similar materials, will be the sole property of LEA and no reproduction of any portions of the work product may be made in any form without

the express written consent of the LEA. NPA Materials may be copyrighted and/or trademarked. NPA retains all rights related to all NPA Materials and nothing in this paragraph limits Service Provider's rights related to any copyright and/or trademark.

18. Data Privacy. If the Consultant is an operator of an Internet website, online service, online application, or mobile application, Consultant shall comply with the requirements of Business and Professional Code sections 22580 through 22585. NPA shall process and store all data in accordance with commercial best practices, including the use of appropriate safeguards to protect such data from unauthorized access, use, alteration, or disclosure.
19. **[IF CONTACT WITH STUDENTS]** Fingerprinting and Background Checks. NPA shall comply with California Education Code section 45125.1. NPA shall, at its own cost, require all current employees, and those who are hired during the term of this Agreement, who may enter any LEA facility at a time when students are present to submit their fingerprints to the California Department of Justice in accordance with all applicable Department of Justice requirements. NPA shall also ensure and certify that, while performing services pursuant to the terms of this Agreement, no employee will come in contact with or be near any LEA student until such time as the Department of Justice has confirmed that the employee has not been convicted of a felony as described in Education Code section 45122.1. NPA shall also provide the LEA with a list of all employees who have successfully completed the Department of Justice background check process and may perform services under this Agreement to the LEA and update said list, as needed, from time-to-time.

[IF NO CONTACT WITH STUDENTS] Fingerprinting and Background Checks. NPA shall comply with California Education Code sections 45122.1, 45125.1, and all applicable fingerprinting and background check requirements for current employees, and those who are hired during the term of this Agreement, who may enter any LEA facility at a time when students are present at its own cost. NPA shall also ensure and certify that, while performing services pursuant to the terms of this Agreement, no employee will come in contact with or be near any LEA student until such time as NPA performs any required fingerprinting and/or background checks.
20. Staffing. NPA agrees to adequately screen all staff to ensure that no staff person who poses a threat to the health or safety of any student will provide services under this Agreement. NPA shall also provide documentation that each staff person who will provide services under this Agreement is free from tuberculosis and comply with all other requirements described in California Education Code section 49406. The LEA shall have the right to reject any NPA staff member from providing service under this Agreement. In the event the LEA rejects a staff member, NPA shall immediately assign another qualified staff member to perform the services required under this Agreement.
21. Standard of Care. NPA represents that it has the qualifications and ability to perform the services described herein in a professional manner and in accordance with the industry's generally and currently accepted standards, principles, and practices. NPA further represents that it requires no assistance from the LEA to satisfy the requirements of this paragraph.
22. Safety. NPA is solely responsible for ensuring the safety of its employees during the performance of this Agreement. NPA is also solely responsible for ensuring the safety of all students, LEA staff, and the community while performing services under this Agreement.

23. Independent Contractor. NPA is an independent contractor and is not an employee, officer, or agent of the LEA. NPA has familiarized itself with the Internal Revenue Service's independent contractor criteria and hereby represents and agrees that it complies with that criteria. NPA agrees to indemnify LEA for all costs and any penalties arising from audits related to services provided by Service Provider's employees and agents under this Agreement. NPA and its employees and agents are not entitled to benefits of any kind that the LEA offers or provides to its employees including, but not limited to, unemployment compensation, workers' compensation, health benefits, and retirement payments. NPA assumes full responsibility for the acts and/or omissions of its employees, agents, or subcontractors relate to this Agreement. NPA assumes full responsibility for its employees' or agents' workers' compensation insurance, federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, social security, Medicare and income taxes.
24. Indemnification. NPA hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, and extra expense that may arise out of or result from, in whole or in part of the negligent, wrongful or willful acts or omissions of NPA and/or its subcontractor(s). NPA shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct.

The LEA hereby indemnifies, defends, and holds harmless NPA from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, and extra expense that may arise out of or result from, in whole or in part of the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, independent contractors, consultants, and other representatives. The LEA shall have no obligation to indemnify, defend, or hold harmless NPA for Service Provider's sole negligence or willful misconduct.

This indemnity section shall survive the termination of the Agreement and is in addition to any other rights or remedies that the LEA may have under the law or this Agreement.

25. Insurance. During the entire term of this Agreement and any extension or modification thereof, NPA shall keep in effect, at its sole expense, a policy (or policies) of general liability insurance, including contractual liability coverage, professional liability, sexual and molestation, and auto liability coverage of owned and non-owned vehicles used by NPA in relation to the performance of services under this Agreement with minimum limits of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in aggregate. Such insurance shall name the LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Agreement for which NPA is required to indemnify the LEA under section 24 of this Agreement. If NPA maintains higher limits than the minimums required by law or this Agreement, the LEA shall be entitled to coverage for the higher limits. Any available insurance proceeds in excess of the legal minimum limits of insurance and coverage shall be available to the LEA.

No later than the Effective Date of this Agreement, NPA shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by NPA shall include a provision for the provider to send written notice of cancellation or modification to NPA at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment

of premium. Such insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to NPA shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving notice from the insurer. NPA shall, at its own cost and expense, procure and maintain insurance under California's Workers' Compensation laws. Failure to maintain the insurance described herein, shall be cause for termination of the Agreement.

NPA agrees that any subcontractor with which it contracts to provide services pursuant to this Agreement, shall provide the LEA with written proof of insurance in a minimum amount of one million dollars (\$1,000,000) per occurrence, including general, liability, auto liability, and professional liability. Subcontractors shall be required to provide to NPA written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

26. Conflicts of Interest. NPA has familiarized itself with state law related to conflicts of interest and fully agrees to comply with such laws. NPA has familiarized itself with the LEA's Conflict of Interest Code and agrees that no direct or indirect financial interest currently exists or will exist during the term of this Agreement that would or will conflict in any way with Service Provider's performance of this Agreement. In addition to the foregoing, NPA agrees to avoid the appearance of any conflict of interest.
27. Cooperation in Disposition of Claims. The Parties agree to cooperate with each other in the timely investigation and disposition of audits, disciplinary actions, and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, sharing records, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.
28. Assignment and Subcontracts. NPA may not assign this Agreement without the express written consent of the LEA, and any attempt by NPA to affect such an assignment without the express written consent of the LEA shall make this Agreement terminable at the option of the LEA. This Agreement binds Service Provider's successors and assignees. NPA shall not subcontract with any provider, for any of the services contemplated under this Agreement without first obtaining the written approval of the LEA. In the event NPA subcontracts any of the work described in this Agreement, NPA agrees and warrants that subcontractor will comply with all terms and conditions of this Agreement. NPA further agrees and warrants that it shall serve as the LEA's point of contact related to any issues concerning the subcontractor's performance and shall be responsible for the acts and omissions of any subcontractor. Any subcontractor who fails to perform as necessary to implement this Agreement shall be replaced, unless the LEA agrees otherwise in writing. NPA use of any subcontractor shall not create privity of contract between the LEA and subcontractor. Contractor, and not the LEA, shall be fully responsible for any subcontractor claims.
29. Authority and Representations. NPA has the full power and authority to execute this Agreement and perform all services described herein. Service Provider's services shall not infringe on any third party's rights. NPA is not subject to, and does not anticipate in the future,

any action, suit, investigation, or proceeding of any kind that could affect its ability to perform the services described in this Agreement.

30. Waivers. The LEA may, but is not required to, seek waivers of applicable state laws and regulations. NPA shall cooperate and reasonably assist the LEA in pursuit of any such waivers.
31. Third Party Beneficiaries. This Agreement does not inure to the benefit nor create any rights in any third parties.
32. Dispute Resolution. Subject to the foregoing requirements, the Parties agree that any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement, or Parties' rights and obligations under this Agreement, shall be settled by arbitration under the then current rules of the American Arbitration Association. The Parties agree to equally share in the arbitration fees and costs. Any arbitration hereunder shall be held in California.]
33. Venue and Governing Law. This Agreement shall be governed by the laws of the State of California with venue in San Diego County, California. The terms of this paragraph survive termination of this Agreement.
34. Termination of Agreement for Convenience. This Agreement may be terminated by the LEA at any time. Upon receipt of such notice, NPA shall discontinue all services and deliver to the LEA all materials and information as may have been involved in the provision of the services under this Agreement, whether completed or in process. Within thirty (30) days of receipt of notice of termination, NPA shall provide the LEA with a final invoice. The LEA shall pay the final invoice within 60 days of receipt of the final invoice for all services performed and expenses authorized under this Agreement through the date of termination. NPA shall not be entitled to any damages, including anticipatory, consequential, or liquidated damages, upon termination of this Agreement. Payment to NPA in accordance with this section shall constitute Service Provider's exclusive remedy for any termination hereunder. The rights and remedies of the LEA provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
35. Termination of Agreement for Cause. In addition to the LEA's right to terminate this Agreement for convenience, the LEA may terminate this Agreement at any time for Service Provider's breach of its obligations under the Agreement. Following issuance of the LEA's Notice of Termination of Agreement for Cause, NPA shall immediately discontinue all services described under this Agreement and return any and all information, materials, and other LEA property. If the LEA determines NPA has not performed any service required under the Agreement, the LEA may retain another contractor and/or its own staff to complete such services. NPA shall reimburse the LEA for the cost of completing those services through another contractor and/or LEA staff and any and all other costs and damages associated with Service Provider's failure to perform its obligations under the Agreement, including those that arise after the LEA's Notice of Termination of Agreement for Cause. Such costs may be deducted from any and all monies due and owing to NPA at the time of termination. In the event those costs exceed monies owed to NPA shall issue payment to the LEA no later than 30 calendar days following receipt of an invoice from the LEA related to such costs. Notwithstanding the foregoing, the LEA may, but is not required to, provide NPA with a notice of deficiencies and opportunity to cure prior to terminating the Agreement for cause.

36. Attorneys' Fees. Each party shall bear its own attorneys' fees and costs, including court costs, expert witness fees, and investigation expenses, in any suit or action to enforce any of the terms of the Agreement.
37. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained herein. All prior understandings, terms, or conditions, written, oral, express, or implied, are superseded by this Agreement. This Agreement is not valid unless and until it is approved or ratified by the LEA's Board of Education. The Parties agree this Agreement is the product of negotiation and shall not be deemed to have been drafted by either party.
38. Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement. A facsimile version of any party's signature shall be deemed an original signature. Each counterpart shall be deemed an original and the same document for all purposes.
39. Section Headings. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
40. Precedence. Unless agreed otherwise in writing by the Parties, the terms of this Agreement shall control over any contradictory terms and/or conditions described in the attached Statement of Work. The terms of this paragraph survive termination of this Agreement.
41. Notices. Notices provided under this Agreement shall be in writing, delivered to the individuals identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission or email, unless a specific section of this Agreement requires or allows for notice to be made in a different manner or to a different contact. The effective date of an invoice is the date it is received by the LEA. The effective date of all other notices is the date of the postmark or transmittal identified on the document. Any change to the individual to receive notices under the Agreement shall be provided in writing to the LEA or NPA pursuant to this section. All subsequent notices shall be provided to that individual. If the LEA or NPA does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or NPA representative that executes the Agreement.

Notices mailed to the LEA shall be addressed to:

Name/Title

Address

City State Zip

Phone

Facsimile

Email

Notices mailed to NPA shall be addressed to:

Name/Title

Address

City State Zip

Phone

Facsimile

Email

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

LEA
(BUSINESS SERVICES AND SUPPORT)

Name/Title

Authorized Signature / Date

Date of Board Approval

NPA

Company/Contractor's Name



Authorized Signature / Date

Social Security No. or Taxpayer Id. No.

EXHIBIT A – STATEMENT OF WORK

Coversheet

Memorandum of Understanding with National University - Approval establishes practicum support for candidates enrolled in the university's credential program

Section: VII. ACTION ITEMS

Item: I. Memorandum of Understanding with National University - Approval
establishes practicum support for candidates enrolled in the university's credential program

Purpose: Vote

Submitted by:

Related Material:

Brookfield Engineering Science Technology Academy Unpaid Student Teaching_Practicum 35305
Jul 24 2025.docx (2).pdf



UNPAID STUDENT TEACHING AND PRACTICUM AGREEMENT

This Unpaid Student Teaching and Practicum Agreement (“Agreement”), effective as of the date of last signature, is made by and between National University, a California non-profit, public benefit corporation (“University”), located at 9388 Lightwave Ave., San Diego, CA 92123, and Brookfield Engineering Science Technology Academy (“Institution”), which is located at 1704 Cape Horn, Julian, CA 92036, USA, (individually, each a “Party,” and collectively, the “Parties”), who have partnered for the purpose of providing contractual services for students or a state-supported TK-12 educational service unit, with reference to the following facts:

1. RECITALS

1.1 Section 35160 of the California Education Code provides that the governing board of any Institution may initiate and carry on any program or activity or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which the Institution is established.

1.2 An agreement by Institution to provide student teaching or practicum to candidates enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the “CTC”) is not inconsistent with the purposes for which the Institution is established.

1.3 University is accredited by WASC Senior College and University Commission (“WSCUC”). University has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (“CTC”) to offer the following student teaching and practicum credential programs (“Programs”): Pupil Personnel Services Internship Credential - School Counseling,.

1.4 The University desires that the Institution provide student teaching and/or practicum to candidates enrolled in the University's Programs. The Institution agrees to provide such student teaching and/or practicum opportunities to candidates enrolled in University's Programs under the terms and conditions specified in this Agreement.

2. DEFINITIONS

2.1 “Institution” shall be inclusive of any District, Charter, or School, as applicable, over which Institution has authority.

2.2 “Candidate” shall refer to a student enrolled in a program at the University which is approved by the CTC, and which leads to an education credential. Candidates actively participate in the duties and functions of a teacher, school administrator, school counselor, or school psychologist under the direct supervision and instruction of one (1) or more Site Support Provider(s).

2.3 “Site Support Provider” (“SSP”) shall refer to an employee of the Institution holding a valid, clear teaching credential issued by the CTC and of whom has three (3) or more years’ teaching experience. SSP will under no circumstances be recognized or treated as an employee of the University.

2.4 “University Support Provider” (“USP”) shall refer to an employee of the University holding a valid credential issued by the CTC, a Pupil Personnel Services credential, or equivalent certification and experience as a teacher, school administrator, school counselor, school psychologist, or other education specialist.

2.5 “Quarter Unit” shall refer to the amount of academic credit earned by a Candidate through the successful completion, as determined by the University, of approximately twenty-five (25) hours of Student Teaching or between twenty (20)-to-forty (40) hours of Practicum.

2.6 “Student Teaching” shall refer to the active participation by a Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of one (1) or more SSP holding the same credential as is being sought by the Candidate they support.

2.7 “Student Teaching Assignment” shall refer to the total assigned full days of Student Teaching which shall be



comprised of five (5) days of Student Teaching a week for twelve (12)-to-eighteen (18) weeks, dependent upon the Candidate's program. Student Teaching Assignments shall satisfy all requirements established by the CTC.

2.8 "Practicum" shall refer to the participation by a Candidate in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one (1) or more SSP in order to develop the Candidate's abilities in various aspects of their respective program.

2.9 "Practicum Assignment" shall consist of between ninety (90) and six hundred (600) hours of Practicum depending upon the Candidate's specific program requirements.

2.10 "Field Experience" and "Fieldwork" shall refer to the participation by a Candidate in the duties and functions of a school administrator under the direct supervision and instruction of a credentialed SSP. Under the supervision of one (1) or more SSP, Candidates shall be provided with the opportunity to demonstrate the full range of skills acquired during Practicum, develop additional knowledge and skills, and provide direct and indirect services to pupils, parents, and Institution staff in all areas of training. Field Experience/Fieldwork hours, location of participation, and qualifications vary depending upon the specific program requirements.

2.11 "Internship" shall refer to the participation by a Candidate in the duties and functions of a teacher, school administrator, school counselor, or school psychologist under the direct supervision and instruction of a credentialed SSP in the area listed on their credential. An "Intern" is a Candidate who is an employee of Institution or, as applicable, the Institution's district and is paid as per their salary schedule. Notwithstanding, Interns who are participating in a School Psychologist Internship may be unpaid, depending on the placement and as approved by University in writing prior to placement.

2.12 "School Psychology Internship" shall refer to the participation by an Intern in the duties and functions of a school psychologist under the direct supervision and instruction of a credentialed SSP with a minimum of three (3) years of experience. Under the supervision of one (1) or more SSP, School Psychology Internship Interns shall be provided with the opportunity to demonstrate the full range of skills acquired during practicum or early field experiences, develop additional knowledge and skills, and provide direct and indirect services to pupils, families, and school staff in all areas of training as specified by the CTC and the National Association of School Psychologists ("NASP"). The hours, location of participation, and qualifications applicable to a Candidate's School Psychology Internship will vary depending upon the specific requirements of the Candidate's program.

3. TERMS AND CONDITIONS

3.1 Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum. Institution shall provide University Candidates with Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum, as applicable, in schools and classes of the Institution under the direct supervision and instruction of a qualified SSP. University and Institution from time to time shall agree as to the number of Candidates assigned to the Institution for Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum.

3.2 Institution Determination. Institution at its sole discretion may refuse to accept, or may terminate, any Candidate assigned to the Institution for Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum based upon its good faith determination that the Candidate is not performing to the standards of the Institution: Upon written notification by Institution, University shall promptly terminate the Candidate's assignment to Institution.

3.3 University Determination. University shall determine the number of units of Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum each Candidate shall receive. Candidates shall be able to be eligible, subject to University and Institution's mutual determination, for more than one (1) Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum assignment at Institution.

3.4 Institution SSP Honorarium. As set forth within Exhibit A, attached hereto and incorporated herein by this reference, University shall provide the Institution SSP with an honorarium for supervision of Candidates in specific Student Teaching, Field Experience/Fieldwork, and/or Practicum assignments at the completion of each semester or quarter, based on the number of units earned by the Candidate or by an otherwise predetermined amount set by University. Supervision of Candidates in Internship assignments is not eligible for honorarium. Institution's SSP must submit an Honorarium Form



and W-9 through the University's Credentials Payment Portal website at <https://www.nucredentials.net/> in order to receive the honorarium for which they are eligible. Institution has the sole and exclusive obligation to make Institution's SSPs aware of these terms and conditions related to said honorarium. Notwithstanding, in no event shall the total honorarium amount for supervision per Candidate exceed six hundred dollars (\$600.00). University will provide the stipend directly to the Institution's SSP unless the Institution elects for payment to be facilitated through the Institution's payroll through an amendment to this Agreement. Institution acknowledges and shall make Institution SSPs aware that honorariums issued are dependent upon the length of supervision provided for each Candidate, and incomplete assignments are assessed on a pro-rated basis to the nearest completed quarter or semester unit, as reflected in Exhibit A. Institution SSP(s) are employees of Institution, and in no event shall Institution SSP(s) be considered employees of the University under this Agreement.

3.5 **Insurance.** Institution and University will each obtain and maintain a broad form commercial general liability insurance policy with coverage of at least one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate, with no exclusion for molestation or abuse. The Parties will provide proof of such insurance upon execution of this Agreement to each other. For purposes of this Agreement, each of the Parties will provide workers' compensation insurance coverage for their own employees, and Candidates are not employees of the Institution.

3.6 **Representations.** University represents that all Candidates assigned to Institution for Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum are validly enrolled in a University credential program approved by the CTC. University makes no other representation, express or implied, about, or assumes any responsibility for, the Candidate's fitness or qualification to participate in the Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum. Nothing in this Agreement shall be construed as a delegation by Institution to University of any of Institution's duties and responsibilities for operation or supervision of the schools or classes of Institution.

3.7 **Certificate of Clearance.** In accordance with California Education Code Section 44320, each credential Candidate prior to assignment to Institution must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. University will ensure that Candidates receive a Certificate of Clearance prior to beginning their assignment at Institution or hold a valid document issued by the CTC accounting for fingerprint clearance.

3.8 **Tuberculosis Clearance.** In accordance with California Education Code Section 49406, each credential Candidate prior to assignment to Institution must obtain at the Candidate's sole expense an examination by a licensed physician or surgeon within the past sixty (60) days to determine that they are free of active tuberculosis.

3.9 **Video Assessment.** Institution and University agree that the use of video recording equipment on any Institution property, including but not limited to, Institution classrooms, is solely for the purpose of assessing Candidates as part of the credentialing process. As applicable to a particular program, University requires use of video recording for Candidate reflection and as required by the California Teaching Performance Assessment ("CalTPA"), the Educational Specialist California Teaching Performance Assessment ("EdSp CalTPA"), and/or the California Administrator Performance Association ("CalAPA") to reflect, to the extent possible, a Candidate's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. Institution shall inform Candidates of video recording policies in place for the CalTPA, EdSp CalTPA, and CalAPA task video capture requirement. Institution shall also provide SSPs with any and all applicable rules, regulations, and instructions relating to the assessment of Candidates. University and Institution agree no video recording of any Candidate will occur without prior written notification of the name of the Candidate as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. The principal of the school within the Institution where video recording is desired to take place shall provide written approval of said video recording, subject to the receipt of all necessary authorizations from the parents and/or guardians of Institution students who may be recorded as a result of the same. University and Institution agree no video recording of any Institution student shall be permitted to occur without the express written approval and authorization from the student's parent and/or guardian or as is otherwise consistent with Institution's policy.

3.10 **Control, Supervision, and Evaluation of Assessment.** The control, supervision, evaluation, and/or direction of all Candidates and any other University personnel in connection with the assessment of the Candidate will be at the University's sole and exclusive discretion.

3.11 **Confidentiality of Student Records.** For purposes of this Agreement, and pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), University designates Institution as having a legitimate educational interest in the educational records of any Candidate who participates in the Student



Teaching, Field Experience/Fieldwork, Internship, and/or Practicum experience at Institution to the extent that access to the records is required by Institution to carry out the relevant educational experience. Institution agrees to maintain the confidentiality of each Candidate's educational record in accordance with the provisions of FERPA.

3.12 Confidentiality of Institution Pupil Records. No Candidate will have access to or have the right to receive any Institution pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Candidate's Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum. The discussion, transmission, or narration in any form by Candidates of any individually identifiable pupil information, educational, medical, or otherwise, which is obtained in the course of the Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum experience, is forbidden except as a necessary part of the practical experience. To the extent a Candidate is given access, they are subject to the privacy regulations outlined in FERPA. Otherwise, Candidates shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum experience with University, its employees, agents or others.

3.13 Publicity. Neither University nor Institution shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

3.14 Unpaid Student Teaching, Field Experience/Fieldwork, Internship, and Practicum Parameters. University and Institution agree and understand that Student Teaching, Field Experience/Fieldwork, Internship, and Practicum Candidates are not employees of University or Institution and are not entitled to benefits of any kind or nature normally provided employees of University or Institution and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. A Student Teaching, Field Experience/Fieldwork, Internship, and/or Practicum Candidate's primary coverage for Candidate injuries shall be Candidate's personal medical insurance. Institution further understands and agrees to the following pursuant to the Fair Labor and Standards Act ("FLSA"):

- a. The Student Teaching, Field Experience/Fieldwork, Internship, and Practicum Candidates and Institution understand that there is no expectation of compensation;
- b. The Student Teaching, Field Experience/Fieldwork, Internship, and Practicum experiences are similar to that which would be given in an educational environment;
- c. The Student Teaching, Field Experience/Fieldwork, Internship, and Practicum experiences are tied to a Candidate's formal education program by integrated coursework or the receipt of academic credit;
- d. The Student Teaching, Field Experience/Fieldwork, Internship, and Practicum experiences' timeframes with the Candidate and Institution correspond to the program in which the Candidate is enrolled;
- e. The duration of the Student Teaching, Field Experience/Fieldwork, Internship, or Practicum experience for each Candidate is limited to the duration of time required to either complete the Candidate's program's required hours or to complete the Candidate's course;
- f. The Candidate's Student Teaching, Field Experience/Fieldwork, Internship, or Practicum compliments, rather than displaces, the work of Institution's paid employees while providing significant educational benefits to the Candidate; and
- g. Institution understands that Candidate is participating in the Student Teaching, Field Experience/Fieldwork, Internship, or Practicum experience for experience and is not entitled to a job at the conclusion of the same.

3.15 Orientation. Each SSP must complete an orientation provided by University regarding the University program curriculum and assessments applicable to the program in which the Candidate the SSP is supervising is enrolled. For SSP supervision of Candidates enrolled in Teacher Education and Special Education Support programs, SSP orientation includes a minimum of ten (10) hours of initial orientation provided through University on the program curriculum, effective supervision approaches, including, but not limited to, cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, and program curriculum and assessments, including, but not limited to, the Teaching Performance Expectations ("TPEs"), the California Teaching Performance Assessment ("CalTPA"), and the Educational Specialist California Teaching Performance Assessment ("EdSp CalTPA").

3.16 Institution Administrator. Any Institution with Candidates in Student Teaching, Field Experience/Fieldwork, Internship, or Practicum programs must have a fully qualified administrator holding an administrative services credential or equivalent.



3.17 Infectious Diseases. Institution shall inform and advise Candidates and USP regarding the current status of infectious diseases at Institution prior to arriving on site. Institution shall also provide appropriate PPE to Candidates and USP while on site.

3.18 Term. The term of this Agreement shall commence as of the Effective Date above and shall continue until terminated in accordance with the terms and conditions in this Agreement (the “Term”). Either Party may terminate this Agreement upon thirty (30) days’ prior written notice to the other Party. Provided, however, all Candidates completing Student Teaching, Field Experience/Field Work, Practicum, or Internship assignment(s) at Institution as of the date of such notice shall be permitted to complete their assignment(s) so long as said Candidate is not the cause of the termination of the Agreement.

3.19 Attorney’s Fees. In the event any Party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing Party shall be entitled to a judgment or award against the other Party in an amount equal to reasonable attorney’s fees and expenses incurred, together with all other appropriate legal or equitable relief.

3.20 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid, addressed to the addresses set forth below, or to such other address or to such other person as any Party hereto shall designate to the other Party for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.

3.21 Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the transactions contemplated hereby and supersedes any prior agreements between the Parties with respect to the subject matter hereof, whether written or oral, and any such prior agreements are cancelled as at the date of this Agreement but without prejudice to any rights which have already accrued to either of the Parties. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

3.22 Miscellaneous Provisions. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable only by the Parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counterparts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California.

3.23 Mutual Indemnification. University shall defend, indemnify and hold Institution, its Board, officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of University, its Board, officers, agents, or Candidates. Institution shall defend, indemnify and hold University, its Board, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney’s fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Institution, its Board, officers, agents, employees or volunteers.

3.24 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be communicated to the other Party in writing in advance of any filed litigation to provide the Parties a further opportunity to reach a resolution by means of formal mediation.

3.25 Limitation of Liability. Except for obligations to make payment under this Agreement, liability for



indemnification, liability for breach of confidentiality, or liability for infringement or misappropriation of intellectual property rights, in no event shall either Party or any of its representatives be liable under this Agreement to the other party or any third party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value arising out of, or relating to, and/or in connection with any breach of this Agreement, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

3.26 Non-Discrimination. The Parties agree not to discriminate against any individual under this Agreement because of race, color, religion, sex, gender, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis.

3.27 Title IX. University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures (collectively, "Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University-controlled or affiliated property, including institutions and entities with whom University places its employees or students. Further, such Regulations prohibit unequal treatment on the basis of sex/gender as well as sexual harassment, misconduct and violence. As a condition of employment, enrollment, doing business, or being permitted on University-controlled or affiliated property, the above-mentioned individuals, organizations, and entities must agree to: (1) Report any and all allegations of discrimination, harassment, (including sexual harassment, or violence) promptly to the Title IX Coordinator via the reporting form at the following link: <https://www.nu.edu/reportit/>, or by using one of the other methods of communication with the Title IX Coordinator found at the following link: <https://www.nu.edu/title-ix/erp/>; (2) Cooperate with University's investigation; and (3) Cooperate fully with all sanctions that University may impose against those who are found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, University reserves the right to take appropriate action, including but not limited to: immediate removal from University-controlled or affiliated property, discipline of employees and students (including termination of employment and/or enrollment); and/or termination of business or contractual relationships.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first written above.

National University

By: _____
John Cicero
Provost and Chief Academic Officer

Dated: _____

University Contact Information

Contract Coordinator
National University
9388 Lightwave Ave.
San Diego, CA 92123
(858) 642-8417
credcontracts@nu.edu

Brookfield Engineering Science Technology Academy

By: _____
Name: Alejandro Soriano

Title: Executive Director

Dated: 08/06/2025

Telephone: 619-289-9434

Address: 1704 Cape Horn, Julian, CA 92036, USA

asoriano@bestacademy.com



EXHIBIT A

Honorariums

A maximum honorarium of \$300.00 per course per Candidate is awarded for supervision of Candidates enrolled in the following University programs: **Inspired Teaching and Learning Teacher Education Credential; Special Education Credential; and Preliminary Administrative Services Credential**. The below table sets forth the honorarium amounts to be awarded based on the duration of supervision provided:

Traditional Setting			Block Setting		
One Period	25%	\$300 x .25 = \$75	One Period	33%	\$300 x .33 = \$99 rounded to \$100
Two Periods	50%	\$300 x .50 = \$150	Two Periods	66%	\$300 x .66 = \$198 rounded to
Three Periods	75%	\$300 x .75 = \$225	Three Periods	100%	3 periods = \$300
Four or More Periods	100%	4 periods or more = \$300	*****	*****	*****

A maximum honorarium of \$150.00 per course per Candidate is awarded for supervision of Candidates enrolled in the following University programs: **Pupil Personnel Services Credential: School of Counseling and Pupil Personnel Services Credential: School of Psychology**. The below table sets forth the honorarium amounts to be awarded based on the duration of supervision provided:

Traditional Setting			Block Setting		
One Period	25%	\$37.50	One period	33%	\$50.00
Two Periods	50%	\$75.00	Two Periods	66%	\$100.00
Three Periods	75%	\$112.50	Three Periods	100%	\$150.00
Four Periods	100%	\$150.00	*****	*****	*****

Coversheet

Independent Study Policy BP6158 - Approval defines the structure and requirements of the independent study program.

Section: VII. ACTION ITEMS
Item: J. Independent Study Policy BP6158 - Approval defines the structure and requirements of the independent study program.
Purpose: Vote
Submitted by:
Related Material: BP 6158 Independent Study Board Policy (4862-6241-1473.v2) (2).docx

Board Policy #: 6158
 Adopted/Ratified: June, 2019
 Revision Date: August 27, 2025

Board Policy

BP 6158 Independent Study

BP 6158

Instruction

BEST Academy (“Charter School”) shall offer independent study to meet the short or long-term educational needs of pupils enrolled in the Charter School as follows. Each student’s independent study shall be coordinated, evaluated, and carried out under the general supervision of an assigned certificated employee or employees. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the Charter School Board of Directors for implementation at Charter School:

1. For pupils in all grade levels and programs offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be 10 school days.
2. The Executive Director or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
 - a. When any pupil fails to complete 15 assignments during any period of 20 school days.
 - b. In the event that a student’s educational progress falls below satisfactory levels as determined by ALL of the following indicators:
 - i. The pupil’s achievement and engagement in the independent study program, as indicated by the pupil’s performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
 - ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - iii. Learning required concepts, as determined by the supervising teacher.
 - iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.

Board Policy #: 6158
 Adopted/Ratified: June, 2019
 Revision Date: August 27, 2025

3. The Charter School shall provide content aligned to grade-level standards that are substantially equivalent to in-person instruction. For high school grade levels, this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.
4. The Charter School has adopted tiered re-engagement strategies* for the following pupils:
 - a. All pupils who are not generating attendance for more than 10 percent of the required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;
 - b. Pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month, as applicable by grade span; or
 - c. Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

- a. Verification of current contact information for each enrolled pupil.
 - b. Notification to parents or guardians of the lack of participation within one (1) school day of the recording of a non-attendance day or lack of participation.
 - c. A plan for outreach from the school to determine pupil needs, including connection with health and social services as necessary.
 - d. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.
5. The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction*:
 - a. For pupils in transitional kindergarten through grade 3, inclusive, the Charter School shall provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record.
 - b. For pupils in grades 4-8, inclusive, the Charter School shall provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record.
 - c. For pupils in grades 9-12, inclusive, the Charter School shall provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record.

Board Policy #: 6158
 Adopted/Ratified: June, 2019
 Revision Date: August 27, 2025

6. The Charter School shall transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days.¹
7. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
 - a. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
 - b. The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
 - c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
 - d. A statement of the policies adopted pursuant to subdivisions (a) and (b) of Education Code Section 51747 regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - e. The duration of the independent study agreement includes the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
 - f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
 - g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, and individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec.

¹ * The tiered reengagement strategies, plan for synchronous instruction and live interaction, and plan to transition pupils whose families wish to return to in-person instruction (paragraphs 4, 5, and 6 above) shall not apply to:

- a. pupils who participate in an independent study program for fewer than 16 schooldays in a school year;
- b. pupils enrolled in a comprehensive school for classroom-based instruction who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. Local educational agencies shall obtain evidence from appropriately licensed professionals of the need for pupils to participate in independent study pursuant to this subdivision; or
- c. independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 41422 and/or 46392, and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.

Board Policy #: 6158
 Adopted/Ratified: June, 2019
 Revision Date: August 27, 2025

794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
 - i. For a pupil participating in an independent study program that is scheduled for more than 15 school days, each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For a pupil participating in an independent study program that is scheduled for 15 schooldays or fewer, each written agreement shall be signed, during the school year in which the independent study program takes place, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. The written agreement may be signed at any time during the school year, but it is the intent of the Legislature that parents or guardians of pupils be provided the agreement at or before the beginning of the school year. For purposes of this paragraph, "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
 - Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, which may be a marking that is either computer-generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.
8. The Charter School shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted thereunder.

Board Policy #: 6158
Adopted/Ratified: June, 2019
Revision Date: August 27, 2025

9. The Executive Director may establish regulations to implement these policies in accordance with the law.

06-19
01-20
09-21
09-22
09-23
10-24
08-25

B.E.S.T. Academy Charter School **Instruction**