Sage Oak Charter Schools

Regular Meeting of the Board of Directors

Published on November 5, 2026 at 12:09 PM PST

Date and Time

Thursday November 12, 2026 at 9:40 AM PST

Location

Sage Oak Charter Schools
1455 Ford Street, Suite #104
Redlands, CA 92346

Regus- Gateway Chula Vista
333 H Street, Suite 5000
Chula Vista, CA 91910

Link to Join Zoom Meeting
ID: 93593234736
Passcode: 528349

Dial In: (US) +1 301-715-8592
Passcode: 528349

MISSION STATEMENT

Educating students through a personalized and collaborative learning approach, empowering them to lead purposeful and productive lives.

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 a meeting of the Governing Board may request assistance by contacting Sage Oak Charter Schools at ehorta@sageoak.education. Notification 48 hours prior to the meeting will enable the school to make reasonable arrangements to ensure accommodation and accessibility to this meeting.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**9:40 AM**
	A. Call the Meeting to Order		Board President	1 m
	B. Record Attendance		Board President	1 m
	Roll Call: William Hall, President Michael Humphrey, Vice President Steve Fraire, Clerk Susan Houle, Member Peter Matz, Member			
II.	**Pledge of Allegiance**			**9:42 AM**
	A. Led by Board President or designee		Board President	1 m
III.	**Approve Agenda**			**9:43 AM**
	A. (Action) Approval of Agenda for November 12, 2026 Regular Meeting of the Board of Directors	Vote	Board President	1 m
	It is recommended the Board approve the agenda for the November 12, 2026, Regular Meeting of the Board of Directors as presented for Sage Oak Charter School (#1885), Sage Oak Charter School - Keppel (#1886), and Sage Oak Charter School - South (#2051). Roll Call Vote: William Hall Michael Humphrey Steve Fraire Susan Houle			

		Purpose	Presenter	Time
	Peter Matz Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

IV. Approve Minutes — 9:44 AM

		Purpose	Presenter	Time
A.	(Action) Approval of Minutes for October 8, 2026 Regular Meeting of the Board of Directors	Approve Minutes	Board President	1 m

It is recommended the Board approve the minutes from the October 8, 2026, Regular Meeting of the Board of Directors as presented for Sage Oak Charter School (#1885), Sage Oak Charter School - Keppel (#1886), and Sage Oak Charter School - South (#2051).

Roll Call Vote:
William Hall
Michael Humphrey
Steve Fraire
Susan Houle
Peter Matz
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

V. Public Comment - Closed Session

Members of the public who wish to make a Public Comment at a board meeting, whether attending in person or remotely, must submit a **Request to Speak using this Google Form** to address the Board of Directors. If you are having difficulty filling out the Google form, please email ehorta@sageoak.education for support.

Requests to speak must be submitted before the public comment period begins in open session. Each speaker is allotted up to three (3) minutes. Public comments on the same subject are limited to a total of twenty (20) minutes. Board members do not respond to public comments during the meeting. However, the Board may refer a matter to staff for review and request that it be brought back to the Board at a future meeting.

VI. Adjourn to Closed Session — 9:45 AM

		Purpose	Presenter	Time
A.	The Board Will Consider and May Act on Any of the Closed Session Matters	Vote	Board President	1 m

	Purpose	Presenter	Time

The Board will now adjourn to Closed Session to discuss Item A.1 as listed on the agenda.

Roll Call Vote:
William Hall
Michael Humphrey
Steve Fraire
Susan Houle
Peter Matz
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

VII. Closed Session — 9:46 AM

A. Closed Session Agenda — 5 m

1. **PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT/PERFORMANCE EVALUATION/DISCIPLINE/DISMISSAL/RELEASE** Gov. Code section 54957(b)(1)

VIII. Reconvene Regular Meeting — 9:51 AM

A. Report Out Any Action Taken in Closed Session — Board President — 1 m

IX. Public Comment - Open Session

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Requests to speak must be submitted before the public comment period begins in open session. Each speaker is allotted up to three (3) minutes. Public comments on the same subject are limited to a total of twenty (20) minutes. Board members do not respond to public comments during the meeting. However, the Board may refer a matter to staff for review and request that it be brought back to the Board at a future meeting.

X. Correspondence/Proposals/Reports — 9:52 AM

A. Sage Oak Highlights — Krista Woodgrift — 10 m

		Purpose	Presenter	Time
	September & October 2026			
B.	Student Highlight Student: Fiona Meng, 5th Grade, Personalized Learning Academy Teacher: Kathryn Batarse		Chelsey Anema	9 m

XI. Oral Presentations — 10:11 AM

A.	AI Master Plan Todd Ryckman, Chief Technology Officer Carleen Maurer, Director II of Student Learning and Innovation		Todd Ryckman	20 m

XII. Consent Agenda — 10:31 AM

Items listed under the Consent Agenda are considered routine and will be approved by a single motion. There will be no separate discussion of these items; however, any item may be removed from the Consent Agenda upon the request of any member of the Board, discussed, and acted upon separately.

The items below form our Consent Agenda. The last item in this section is a single vote to approve them en masse.

A. Consent Items - Business Services — 1 m

1. Check Register - October 2026
2. Report of Investment Activity - September 2026
3. Ratification of Opichi LLC Sage Oak Sites Content Management System Build Proposal
4. Ratification of Nth Generation Computing Inc. Quote #179845 r2

B. Consent Items - Education Services — 1 m

1. Approval of 2027-28 Pali Institute Outdoor Science Camp Overnight Field Trip
2. Ratification of Emerson Royce Group College & Career Readiness Partnership Agreement

C. Consent Items - Human Resources — 1 m

1. Approval of Certificated Personnel Report

		Purpose	Presenter	Time
	2. Approval of Classified Personnel Report 3. Approval of Job Descriptions			
D.	Consent - Operations & Accountability			1 m
	1. Approval of Sage Oak Charter Schools English Learner (EL) Master Plan 2026-27 (Revised)			
E.	(Action) Approval of Consent Agenda		Board President	1 m

It is recommended the Board approve the Consent Agenda as presented for Sage Oak Charter School (#1885), Sage Oak Charter School - Keppel (#1886), and Sage Oak Charter School - South (#2051).

Roll Call Vote:
William Hall
Michael Humphrey
Steve Fraire
Susan Houle
Peter Matz
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

XIII. Board Governance — 10:36 AM

A.	(Action) Approval of Sage Oak Charter Schools Board of Directors Manual Revisions	Vote	Krista Woodgrift	2 m

It is recommended the Board approve the revisions to the Board of Directors Manual as presented for Sage Oak Charter School (#1885), Sage Oak Charter School - Keppel (#1886), and Sage Oak Charter School - South (#2051).

The proposed revisions remove the Board vacancy recruitment procedures from the Board Manual to align with the bylaws and maintain flexibility in the recruitment process.

Roll Call Vote:
William Hall
Michael Humphrey
Steve Fraire
Susan Houle

		Purpose	Presenter	Time
	Peter Matz Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

XIV. Business Services — 10:38 AM

A.	(Action) Approval of Cooley LLP Engagement Agreement	Vote	Tim O'Brien	5 m

It is recommended the Board approve the Cooley LLP Engagement Agreement as presented for Sage Oak Charter School (#1885), Sage Oak Charter School - Keppel (#1886), and Sage Oak Charter School - South (#2051).

Cooley LLP will advise on contract development for custom software and related intellectual property issues.

Roll Call Vote:
William Hall
Michael Humphrey
Steve Fraire
Susan Houle
Peter Matz
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

XV. Calendar

The next scheduled meeting will be a Regular Meeting of the Board of Directors held on December 10, 2026.

XVI. Comments — 10:43 AM

A.	Board Comments	3 m
B.	Superintendent Comments	2 m

XVII. Closing Items — 10:48 AM

A.	Adjourn Meeting	Vote	Board President	1 m

Roll Call Vote:
William Hall
Michael Humphrey

	Purpose	Presenter	Time

Steve Fraire
Susan Houle
Peter Matz
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

FOR MORE INFORMATION

For more information concerning this agenda, contact
Sage Oak Charter Schools.

Coversheet

(Action) Approval of Minutes for October 8, 2026 Regular Meeting of the Board of Directors

Section:	IV. Approve Minutes
Item:	A. (Action) Approval of Minutes for October 8, 2026 Regular Meeting of the Board of Directors
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Regular Meeting of the Board of Directors on October 8, 2026

DRAFT

Sage Oak Charter Schools

Minutes

Regular Meeting of the Board of Directors

Date and Time
Thursday October 8, 2026 at 9:45 AM

Location
Sage Oak Charter Schools
1455 Ford Street, Suite #104
Redlands, CA 92346

Regus- Gateway Chula Vista
333 H Street, Suite 5000
Chula Vista, CA 91910

Link to Join Zoom Meeting
ID: 95630842444
Passcode: 473778

Dial In: (US) +1 309-205-3325
Passcode: 473778

MISSION STATEMENT
Educating students through a personalized and collaborative learning approach, empowering them to lead purposeful and productive lives.

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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 Sage Oak Charter Schools.

Directors Present
M. Humphrey (remote), P. Matz, S. Fraire, S. Houle

Directors Absent
W. Hall

Directors who arrived after the meeting opened
S. Houle

Guests Present
B. Bookser, C. Anema, E. Bunch, E. Horta, K. Woodgrift, L. Beshara, L. Snee, T. King, T. O'Brien

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I. Opening Items

A. Call the Meeting to Order

S. Fraire called a meeting of the board of directors of Sage Oak Charter Schools to order on Thursday Oct 8, 2026 at 9:48 AM.
In accordance with the Fourth Amended Bylaws of Sage Oak Charter Schools, Steve Fraire, Board Clerk, presided over the October 8, 2026, Regular Meeting of the Board of Directors in the absence of the Board President.

B. Record Attendance

Board Member M. Humphrey attended the meeting remotely as a reasonable accommodation for a qualifying disability pursuant to Government Code section 54953(c).

II. Pledge of Allegiance

A. Led by Board President or designee

S. Fraire, Board Clerk, led the meeting in the Pledge of Allegiance.

III. Approve Agenda

A. (Action) Approval of Agenda for October 8, 2026 Regular Meeting of the Board of Directors

P. Matz made a motion to S. Fraire, Board Clerk, to approve the agenda as presented.
M. Humphrey seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Houle	Absent
M. Humphrey	Aye
W. Hall	Absent
P. Matz	Aye
S. Fraire	Aye

IV. Approve Minutes

A. (Action) Approval of Minutes for September 10, 2026 Regular Meeting of the Board of Directors

P. Matz made a motion to S. Fraire, Board Clerk, to approve the minutes from the Regular Meeting of the Board of Directors on 09-10-26.
M. Humphrey seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Houle	Absent
S. Fraire	Aye
P. Matz	Aye
W. Hall	Absent
M. Humphrey	Aye

V. Public Comment - Closed Session

A. Public Comment

There was no request for public comment regarding Closed Session.

VI. Adjourn to Closed Session

A. The Board Will Consider and May Act on Any of the Closed Session Matters

The Board will now adjourn to Closed Session to discuss Item A.1 as listed on the agenda.
P. Matz made a motion to S. Fraire, to adjourn to Closed Session at 9:51 a.m.
M. Humphrey seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

M. Humphrey	Aye
P. Matz	Aye
S. Houle	Absent
S. Fraire	Aye
W. Hall	Absent

VII. Closed Session

A. Closed Session Agenda

1. **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** California Code, Government Code - GOV § 54954.5(e)

S. Houle arrived at 10:05 AM.

VIII. Reconvene Regular Meeting

A. Report Out Any Action Taken in Closed Session

The Regular Meeting of the Board of Directors reconvened at 10:16 a.m.

S. Fraire, Board Clerk, reported that no action was taken.

IX. Public Comment - Open Session

A. Public Comment

There was no request for public comment.

X. Correspondence/Proposals/Reports

A. Principals' Plan for the 2026-27 School Year

Sage Oak Directors II/Principals Chelsey Anema, Lana Beshara, and Traci King presented their plans for the 2026-27 school year regarding the Personalized Learning Academy, Virtual Learning Academy, and high school program.

B. Student Highlight

Lana Beshara, Director II/Principal of the Virtual Learning Academy, and Jessica Payne, teacher, presented a student highlight featuring Gunnar Craig.

XI. Consent Agenda

A. Consent Items - Business Services

1. Check Register - September 2026
2. Report of Investment Activity - August 2026

B. Consent Items - Education Services

1. Ratification of Riverside Convention Center Contract
2. Ratification of Mission Inn Hotel & Spa Letter of Agreement

C. Consent Items - Human Resources

1. Approval of Certificated Personnel Report
2. Approval of Classified Personnel Report

D. Consent Items - Operations & Accountability

1. Approval of Sage Oak Charter Schools Academic Calendars for 2027-28, 2028-29, & 2029-30
2. Approval of Sage Oak Charter Schools' Crisis Communication Plan Revisions

E. Consent - Policy Development

1. Approval of Changes to Existing Board Policy

- 1025-SO Uniform Complaint Policy

F. (Action) Approval of Consent Agenda

S. Houle made a motion to S. Fraire, Board Clerk, to approve the Consent Agenda as presented.
M. Humphrey seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

W. Hall	Absent
S. Houle	Aye
S. Fraire	Aye
M. Humphrey	Aye
P. Matz	Aye

XII. Business Services

A. (Action) Approval of SAGE Scholarship Awards Allocation

S. Houle made a motion to S. Fraire, Board Clerk, to approve the SAGE Scholarship Awards allocation as presented.
P. Matz seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

M. Humphrey	Aye
S. Houle	Aye
P. Matz	Aye
W. Hall	Absent
S. Fraire	Aye

XIII. Oral Presentations

A. AI Update

Brad Bookser, Director II of Information Technology, presented an AI update.

XIV. Calendar

A. Future Meetings

The next scheduled meeting will be a Regular Board of Directors Meeting held on November 12, 2026.

XV. Comments

A. Board Comments

The Board highlighted Sage Oak's cutting-edge use of technology and innovative instructional practices, particularly the Math Pathways companion books and quick checks to assess student progress toward identified power standards. Members expressed appreciation for the opportunity to connect with staff in person at Board meetings, describing the experience as uplifting and recognizing the dedication and efforts of the Sage Oak team.

B. Superintendent Comments

Superintendent Woodgrift recognized the Education Services leadership team for their dedication to students and teachers and commitment to continuous growth and improvement. She also thanked the Board for their encouragement, guidance, and support, and acknowledged the Human Resources leadership team for hosting a well-organized FRISK training.

XVI. Closing Items

A. Adjourn Meeting

S. Houle made a motion to S. Fraire, Board Clerk, to adjourn the Regular Meeting of the Board of Directors on October 8, 2026.
M. Humphrey seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Fraire	Aye
M. Humphrey	Aye
P. Matz	Aye
S. Houle	Aye
W. Hall	Absent

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:18 AM.

Respectfully Submitted,
S. Fraire

Documents used during the meeting

- Principals' Plan for the 2026-27 School Year Presentation.pdf
- Consent Items - Business Services.pdf
- Consent Items - Education Services.pdf
- Consent Items - Operations & Accountability.pdf
- Consent Items - Policy Development.pdf
- SAGE Scholarship Awards Allocation Presentation.pdf
- AI Update Presentation_10.8.2026.pdf

FOR MORE INFORMATION
For more information concerning this agenda, contact
Sage Oak Charter Schools.

Coversheet

Sage Oak Highlights

Section: X. Correspondence/Proposals/Reports
Item: A. Sage Oak Highlights
Purpose:
Submitted by:
Related Material: Sage Oak Highlights_September & October 2026.pdf

SAGE OAK CHARTER SCHOOLS

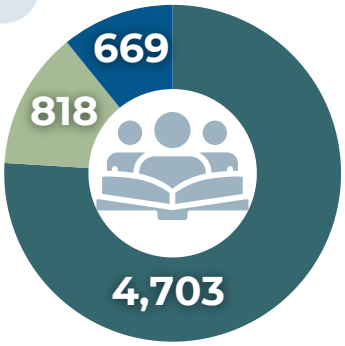
2026-2027

SEPTEMBER/OCTOBER IN REVIEW



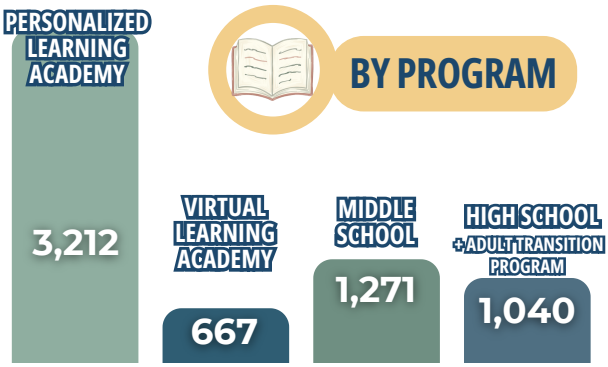
6,190 Students Enrolled

BY SCHOOL



- SAGE OAK - KEPPEL
- SAGE OAK - SOUTH
- SAGE OAK

BY PROGRAM



A LOOK INSIDE THIS ISSUE...

GOAL #1 FEATURED HIGHLIGHT

Two of Sage Oak's three schools once again earned recognition on the Educational Results Partnership (ERP) Honor Roll for academic achievement, an honor awarded to only 25% of schools.

GOAL #2 FEATURED HIGHLIGHT

Sage Oak hosted Cali Binks, a candidate for San Bernardino County Superintendent of Schools, at the Sage Oak warehouse in Redlands.

CLICK HERE TO VIEW PROFESSIONAL DEVELOPMENT

GOAL #3 FEATURED HIGHLIGHT

Sage Oak provided families with daily grade-level activities focused on building critical thinking skills and navigating an AI-driven world responsibly during Digital Citizenship Week, October 19th-23rd.

Sage Oak Recognized for Outstanding Student Achievement

Honor Roll List Recognizes Sage Oak & Sage Oak - Keppel as Top Performing Schools

Two of Sage Oak's three schools once again earned recognition on the Educational Results Partnership (ERP) Honor Roll for high student achievement and closing achievement gaps, an honor awarded to only about 25 percent of schools.



Parsec Spotlights Sage Oak Performance Levels

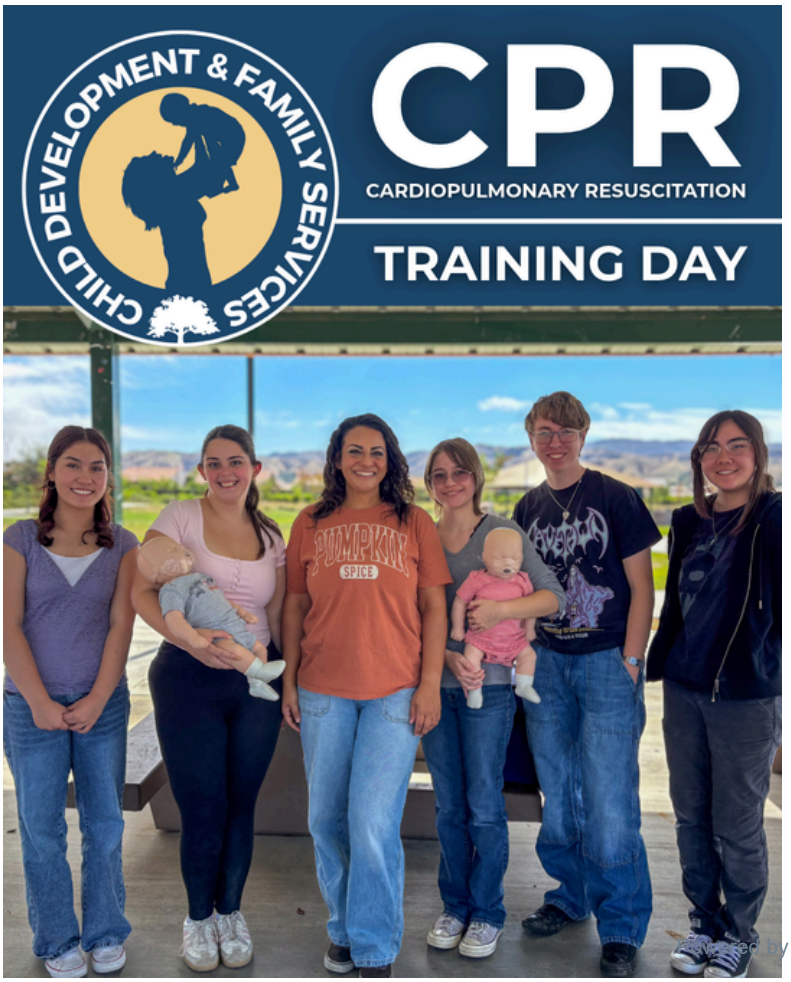
Sage Oak was recognized by Parsec Education at the APLUS+ Conference for exceptional student performance on the California state assessment.

California School DASHBOARD

Parsec's student-level growth analysis showed that 73.7% of Sage Oak students achieved green or blue performance levels on the California Schools Dashboard student group report. The state average is 32.3%. These are among the highest results Parsec has seen.

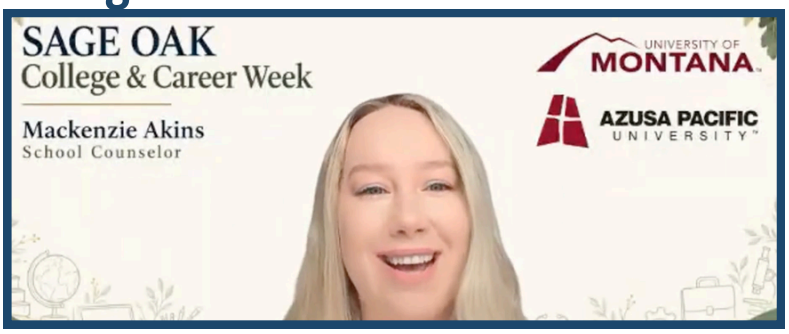
FUTURE READINESS

Lifesaving Skills and Certifications



Sage Oak high school students in the Child Development Career Technical Education (CTE) pathway recently participated in a first aid training led by the American Heart Association. Students practiced adult, child, and infant CPR, learning lifesaving skills while working toward their certification.

College and Career Week



Sage Oak's high school program hosted College and Career Week, October 26th–30th, offering webinars to help students prepare for life after graduation. Sessions explored career pathways, college and UC applications, certifications, trades, and growing industries.

View the High School Counselor Message here!



PAGE Students Blast Off into STEM!

In October, students in Sage Oak's Program for Advanced & Gifted Education (PAGE) visited the Columbia Memorial Space Center for Operation Comet, a simulated space mission. Working as astronauts and engineers, students investigated comets and used teamwork and problem-solving skills to navigate mission challenges during this hands-on science, technology, engineering, and math (STEM) experience.

Sage Studio Podcast: Power Standards Math Apps



Host Tiffiny Webster spoke with Carleen Maurer, Director II of Student Learning and Innovation, about math power standards and the essential skills that prepare students for future learning. Carleen highlighted how the Math Pathways app, companion books, and quick checks work together to personalize learning, support families, and guide student support or enrichment.

Listen to "Innovating Math Education with Carleen Maurer" here!

Sage Oak Community in Action



91 POUNDS OF TRASH COLLECTED!

Over 500 Sage Oak students, families, and staff came together at Huntington State Beach on September 25th for our annual school-wide beach cleanup! **View the School-Wide Beach Cleanup video here**.

Second Harvest Food Bank

Personalized Learning Academy (PLA) students and their families helped maintain garden beds that provide fresh produce to families and individuals experiencing food insecurity at Second Harvest Food Bank of Orange County's Founders Farm! **View the Second Harvest Field Trip video here**.



Sage Oak Parents Rated Back-to-School Socials 4/5 Stars

We really enjoyed the event! It was such a fun way to kick off the school year, and I appreciate all the thought that went into it. We loved meeting some of the vendors in the area and, of course, doing all the fun crafts. The kids especially loved the traveling reptile museum.





GOAL #2: ENGAGEMENT

September/October 2026



Senior Sunrise Class of 2027

HIGH SCHOOL HAPPENINGS



Watch Law & Career Day



Pali Institute

Future Firefighters in the Field







View the Los Angeles Fire Department tour video here!



Extended Learning with OAKSCHOOL

Choice for a Church School

Oakschool art teacher, Shirlee Fisher, hosted Sage Oak's first Living Art Museum event in October. Partnering with Legendary Productions, an actor portraying Andy Warhol. Students had the opportunity to ask questions and participate in an Andy Warhol-inspired art project. **View the Living Art Museum video here!**

GOAL #2: ENGAGEMENT

September/October 2026



Welcoming Educational Leaders to Sage Oak

On October 29th, Sage Oak, hosted a warehouse tour for Cali Binks, a candidate for San Bernardino County Superintendent of Schools, and Dr. Cherina Betters, a San Bernardino Community College District Board Member and Chief of Equity and Access for San Bernardino County Superintendent of Schools. The tour showcased Sage Oak's three programs, Sage Crates curriculum, math companion workbooks, and student events and activities.

Sage Oak Takes the Stage at Harvard and Stanford

Carleen Maurer, Director II of Student Learning and Innovation, joined the "personalized learning" panel at the Emerging School Models Conference at Harvard Kennedy School to share how Sage Oak's flex-based model personalizes learning while maintaining academic rigor, accountability, and educator support.



Photo Credit: Martha Stewart



Stanford | SCALE Initiative

Accelerator for Learning

Chenin Northgrave, Assistant Director of Student Services, was invited by Tutor.com to co-present at a Stanford-sponsored virtual conference, sharing Sage Oak's approach to high-impact tutoring, including strategies for integrating tutoring into student support programs and using data to improve outcomes.

October Pulse Check

89.1%

"Incredible work culture, strong support from my supervisors as well as my coworkers- "Team Mentality," understanding and flexibility for life situations."

The October quarterly pulse check received **276 responses with a satisfaction percentage of 89.1%.** Staff shared appreciation for Sage Oak's supportive teams, flexibility, and meaningful work.

Walktober

On October 12th, Sage Oak launched a Walktober Wellness Challenge. The challenge has already achieved **66% staff participation, with 46 teams formed**. Employees are actively engaging through friendly competition and the community wall, where they share experiences and encourage one another.





GOAL #2: ENGAGEMENT

September/October 2026



APLUS+ NETWORK CONFERENCE

On October 21st-23rd, **64 Sage Oak certificated and classified staff members attended the APlus+ Network Conference** in Anaheim, exploring innovative approaches to personalized, flex-based learning. For the first time, the conference was offered through Sage Oak's Professional Development (PD) Passport, supporting continued professional growth. The conference provided opportunities for professional learning, collaboration, and innovation.



Personalized Learning Academy



High School



Virtual Learning Academy



Traci King, Director II of Secondary Education/Principal, co-presented with Mr. D. Math on The Merlin Principle. This framework helps turn goals into action by making them personal, vivid, and visible. Participants created a goal and a visual display while learning strategies they could use to support their students' goal-setting.

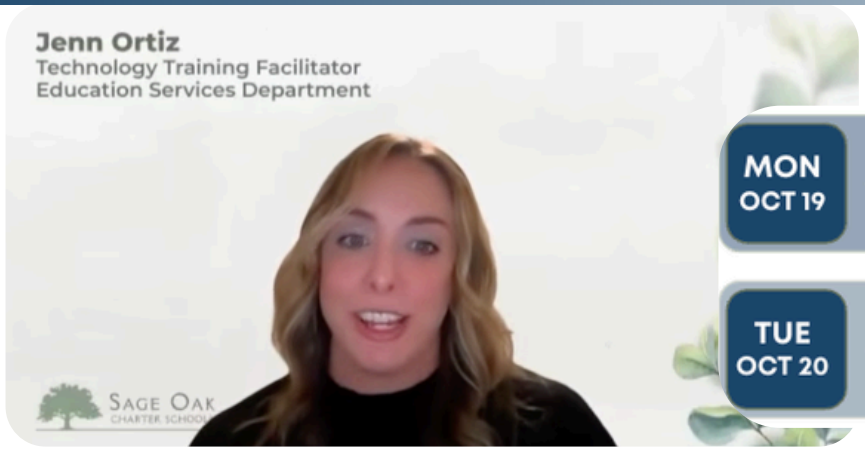


Anysia Lopez, Digital Media and Communications, Senior Specialist, received the Pioneer Award for Creative Expression in recognition of her creative contributions to this year's APLUS+ Conference, including graphic design, character design, backdrop design, and brochure design.

GOAL #3: SMART LEARNING SYSTEMS

September/October 2026

DIGITAL CITIZENSHIP WEEK
OCTOBER 19-23, 2026



MON OCT 19 — HEALTHY HABITS & MEDIA BALANCE — 20 min
Pause & Think Online
AT HOME - Hold a 10-minute family meeting to pick one "device-free moment" for the week (dinner, the car, the first hour after waking).

TUE OCT 20 — PRIVACY & SAFETY — 20 min
Internet Traffic Light
AT HOME - Together, go through the apps on a family device and label each one green, yellow, or red using sticky notes.

Sage Oak participated in Digital Citizenship Week, providing families with daily grade-level activities centered on the theme "Build Kids' Critical Thinking for a World with AI." These resources encouraged families to explore safe, responsible technology use while helping students develop skills to navigate an AI-connected world.



2,729 CHROMEBOOKS SHIPPED TO STUDENTS FOR THE NEW SCHOOL YEAR!

Schoolwide AI Initiatives

All Sage Oak employees completed role-specific AI training to enhance instruction, student support, and workplace efficiency. Certificated staff and paraprofessionals completed AI for Educators, while classified staff completed Udemy's AI for Every Employee. These trainings equip staff with practical AI skills to support student success and streamline daily operations.

Following a Claude AI training in September, members of the Business Services leadership team launched an ongoing initiative to streamline processes and improve efficiency. Through monthly collaboration, teams are developing AI-powered solutions for routine tasks, financial reporting, vendor compliance, project management, and budgeting.

Enhancing Virtual Instruction nearpod Hāpara

Oakschool teachers participated in Nearpod and Hapara training with Jennifer Ortiz, Technology Training Facilitator, to strengthen virtual instruction and student engagement.

Coversheet

AI Master Plan

Section: XI. Oral Presentations
Item: A. AI Master Plan
Purpose:
Submitted by:
Related Material: AI Master Plan Updates.pdf

2026-27

AI Master Plan Updates

Operational and Instructional Lanes Breakdown

Two Lanes, One Strategy

Student Learning Lane

Focus Area

Instructional: Teaching and learning with AI

Leadership

Led by our Director of Student Learning and Innovation

Operational Lane

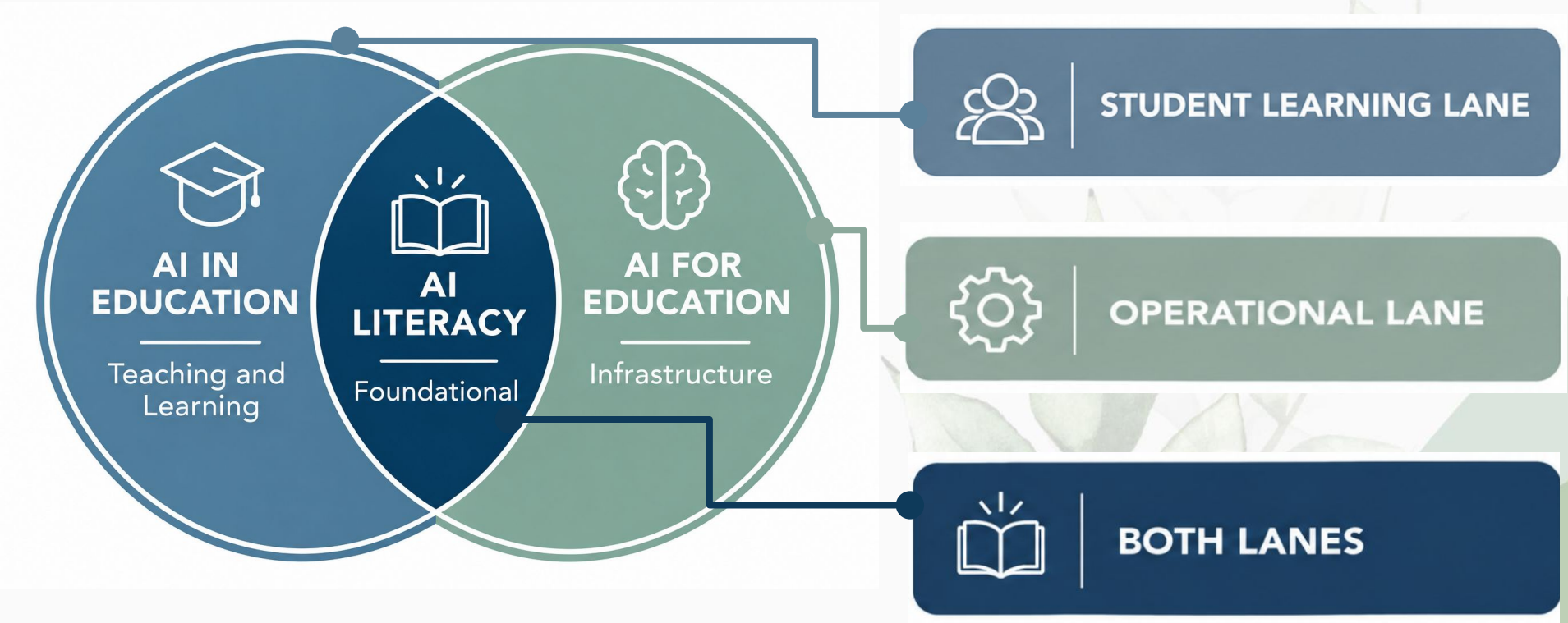
Focus Area

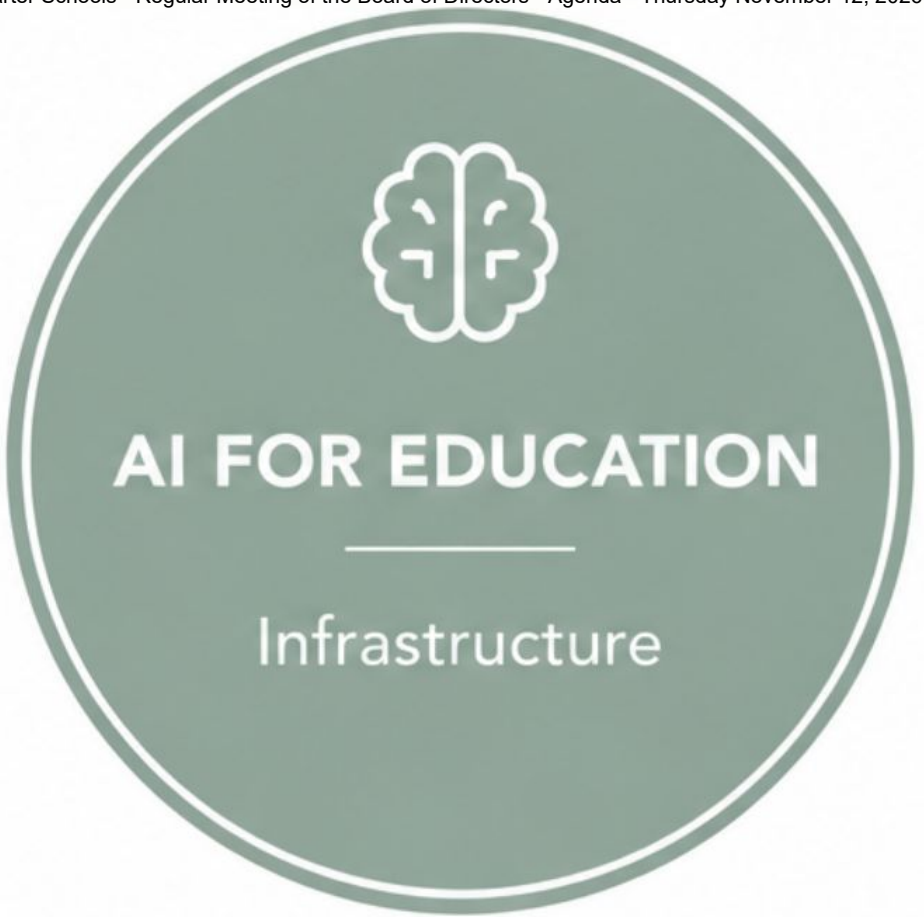
Infrastructure: Systems, safety, and governance

Leadership

Led by our CTO

AI Integration Framework




AI FOR EDUCATION
Infrastructure

Why Claude



- **Excels at the work we do**
- **Rated safer than competitors by Common Sense Media**
- **Offers better education pricing**

Steps to Adoption

Identify Users

Non-instructional staff

Train

Course first, then access

Experiment

Share best practices and normalized iteration

Claude Usage

September

24

Daily Users

November

62

Daily Users

Building Agents



Claude in Practice

Examples

Where This Goes

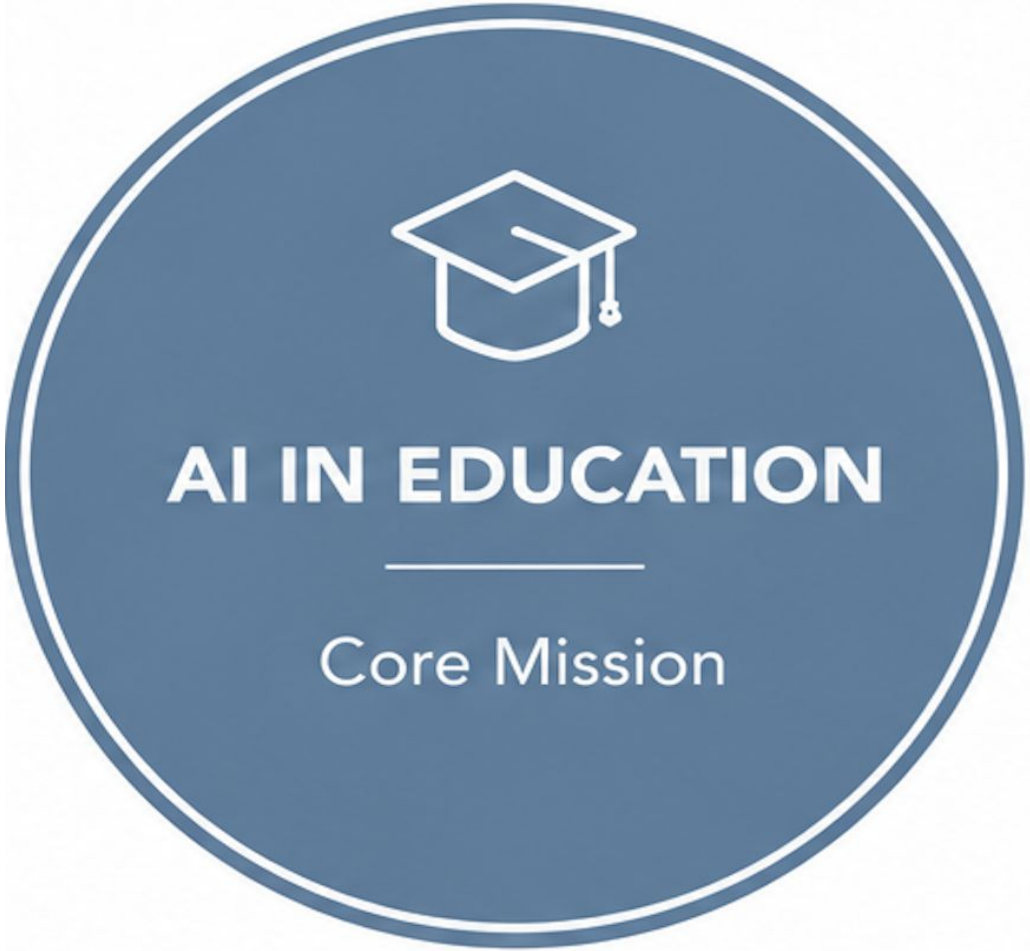
Year 1	Year 2	Year 3
Adopt & Experiment	Leverage what we learned	Evaluate efficiencies gained

Policy in Practice

01 Human judgment stays central.

02 Every tool is vetted.

03 Every use is accountable.


AI IN EDUCATION
Core Mission

Instructional Work

Sage Oak Charter Schools



Magic School AI Platform
Core AI Tool for Educators

Active Teacher Usage

Planning

Differentiation

Resource Creation

Instruction

AI in Education in Action



Curriculum Integration

Curriculum Integration

01

State legislation recommendations

02

Vendor Outreach


AI LITERACY
Foundational

Staff: AI Literacy

Staff Expectations

All Staff

Focus Area

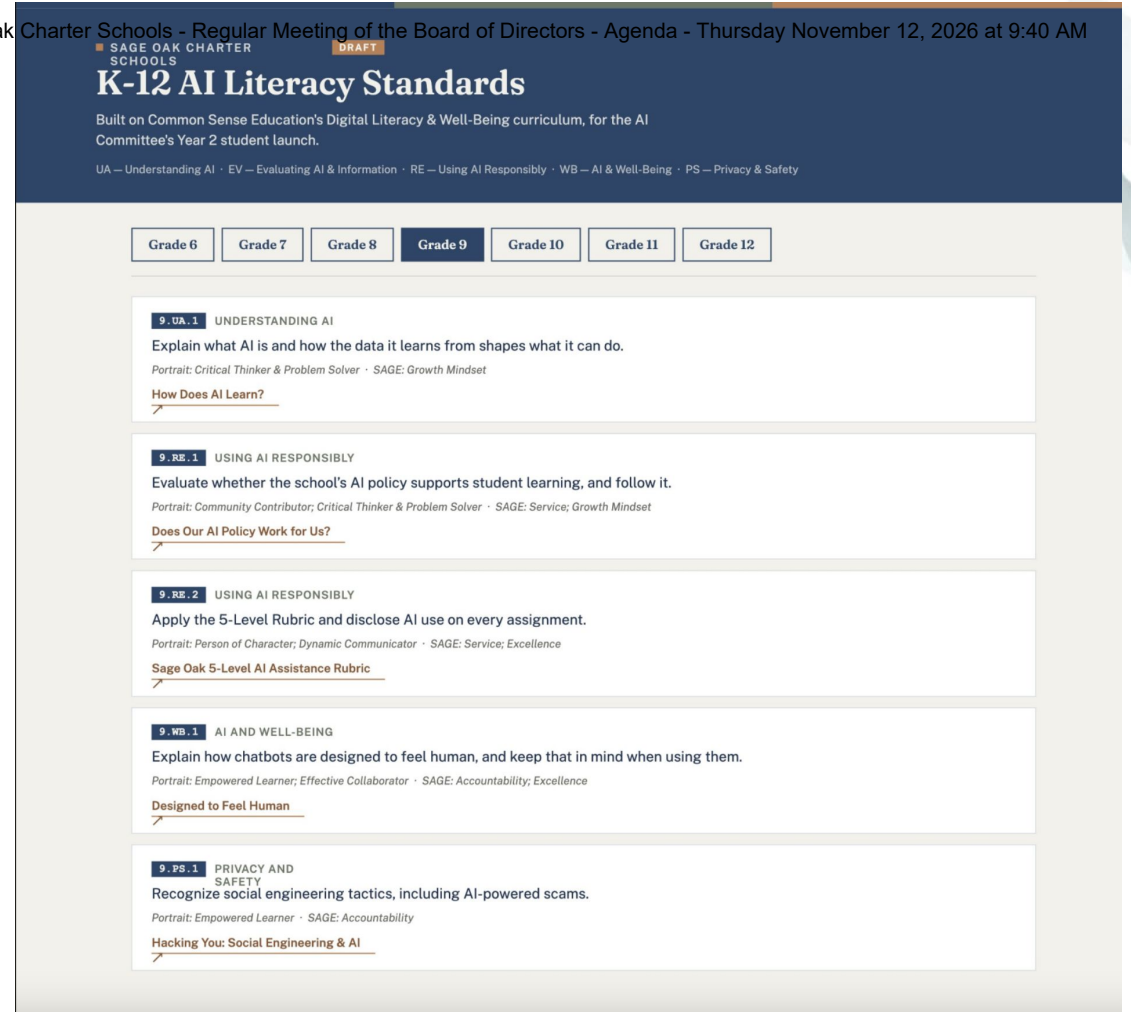
Mandatory AI Safety & Responsible Use

Instructional Staff

Focus Area

Ongoing Instructional AI Integration Support

Students: AI Literacy



SAGE OAK CHARTER SCHOOLS

DRAFT

K-12 AI Literacy Standards

Built on Common Sense Education's Digital Literacy & Well-Being curriculum, for the AI Committee's Year 2 student launch.

UA — Understanding AI · EV — Evaluating AI & Information · RE — Using AI Responsibly · WB — AI & Well-Being · PS — Privacy & Safety

Grade 6 | Grade 7 | Grade 8 | **Grade 9** | Grade 10 | Grade 11 | Grade 12

9.UA.1 UNDERSTANDING AI

Explain what AI is and how the data it learns from shapes what it can do.

Portrait: Critical Thinker & Problem Solver · SAGE: Growth Mindset

How Does AI Learn?

9.RE.1 USING AI RESPONSIBLY

Evaluate whether the school's AI policy supports student learning, and follow it.

Portrait: Community Contributor; Critical Thinker & Problem Solver · SAGE: Service; Growth Mindset

Does Our AI Policy Work for Us?

9.RE.2 USING AI RESPONSIBLY

Apply the 5-Level Rubric and disclose AI use on every assignment.

Portrait: Person of Character; Dynamic Communicator · SAGE: Service; Excellence

Sage Oak 5-Level AI Assistance Rubric

9.WB.1 AI AND WELL-BEING

Explain how chatbots are designed to feel human, and keep that in mind when using them.

Portrait: Empowered Learner; Effective Collaborator · SAGE: Accountability; Excellence

Designed to Feel Human

9.PS.1 PRIVACY AND SAFETY

Recognize social engineering tactics, including AI-powered scams.

Portrait: Empowered Learner · SAGE: Accountability

Hacking You: Social Engineering & AI

Program Specific Roll-Out

Year 1

High School

Program Focus

AI literacy integration

9th - 12th grades

Oakschool

Program Focus

Opt-in AI literacy class

6th – 8th grades

Year 2

VLA

Program Focus

AI literacy integration

K-8th Grades

Oakschool

Program Focus

Opt-in AI literacy class

3rd – 5th Grades

Year 3

PLA

Program Focus

AI literacy integration

TBD

Oakschool

Program Focus

Opt-in AI literacy class

K-2nd Grades

Family Engagement

Active Family Engagement

01

Survey Interest and Feedback

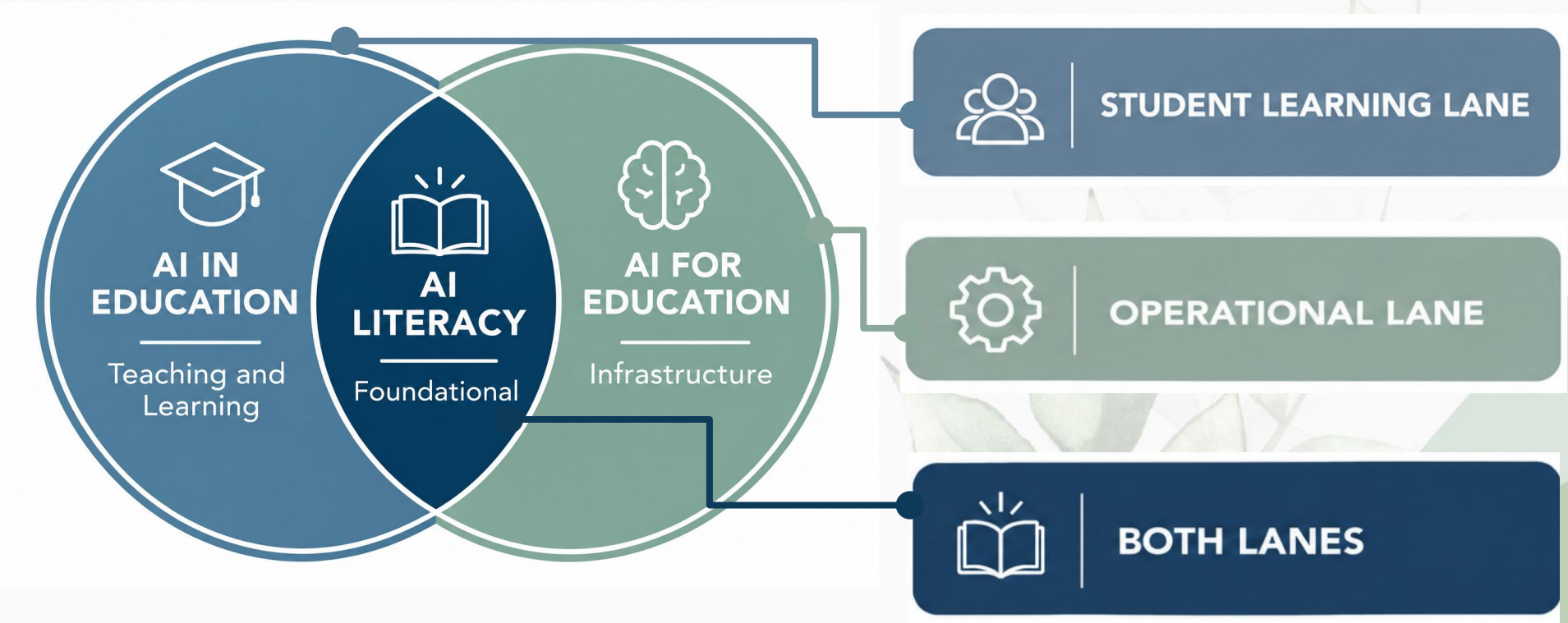
02

Obtain Disclosure & consent

03

Ongoing Communication Efforts

AI Integration Framework



Thank you!

Coversheet

Consent Items - Business Services

Section: XII. Consent Agenda
Item: A. Consent Items - Business Services
Purpose:
Submitted by:
Related Material: Consent Items - Business Services.pdf

SAGE OAK CHARTER SCHOOLS
Regular Meeting of the Board of Directors - November 12, 2026
Consent Items - Business Services

Items listed under Consent are considered routine and will be approved/adopted by a single motion.

1. **Item: Check Register - October 2026**

2. **Item: Report of Investment Activity - September 2026**

3. **Item: Ratification of Opichi LLC_Sage Oak Sites_Content Management System Build Proposal**

   Background:
   Sage Oak Charter Schools requests the Board ratify the Opichi LLC proposal to develop Sage Oak Sites, a centralized content management platform that will modernize and replace the current Teacher Manual process. The new platform will provide a secure, user-friendly system that organizes school resources in one location, improves access to accurate, up-to-date information, and simplifies the way staff create, review, and maintain content. The expense was approved on June 18, 2026, as part of the 2026-27 July Budget.

   Recommendation:
   It is recommended the Board ratify the Opichi LLC Sage Oak Sites Content Management System Build Proposal as presented.

4. **Item: Ratification of Nth Generation Computing Inc. Quote #179845 r2**

   Background:
   Sage Oak Charter Schools requests the Board ratify the Nth Generation Computing Inc. quote for managed cybersecurity services to protect school laptops. These services include initial setup, continuous monitoring, and blocking of security threats. The expense was approved on June 18, 2026, as part of the 2026-27 July Budget.

   Recommendation:
   It is recommended the Board ratify the Nth Generation Computing Inc. Quote #179845 r2 as presented.

Coversheet

Consent Items - Education Services

Section: XII. Consent Agenda
Item: B. Consent Items - Education Services
Purpose:
Submitted by:
Related Material: Consent Items - Education Services.pdf

SAGE OAK CHARTER SCHOOLS
Regular Meeting of the Board of Directors - November 12, 2026
Consent Items - Education Services

Items listed under Consent are considered routine and will be approved/adopted by a single motion.

1. **Item: Approval of 2027-28 Pali Institute Overnight Field Trip**

   Background:
   Sage Oak Charter Schools requests the Board approve the Pali Institute Outdoor Science Camp overnight field trip for grades 4 through 12, for the 2027-28 school year. The expense was approved on June 18, 2026, as part of the 2026-27 July Budget.

   Recommendation:
   It is recommended the Board approve the 2027-28 Pali Institute Overnight Field Trip as presented.

2. **Item: Ratification of Emerson Royce Group: College & Career Readiness Partnership Agreement**

   Background:
   Sage Oak Charter Schools requests the Board ratify the Emerson Royce Group (ERG) College & Career Readiness Partnership Agreement for the 2026–27 school year to strengthen college and postsecondary readiness. ERG will provide staff training, professional guidance, and targeted student support to enhance postsecondary planning and preparation. The expense was approved on June 18, 2026, as part of the 2026-27 July Budget.

   Recommendation:
   It is recommended the Board ratify the Emerson Royce Group: College & Career Readiness Partnership Agreement as presented.

Coversheet

Consent Items - Human Resources

Section: XII. Consent Agenda
Item: C. Consent Items - Human Resources
Purpose:
Submitted by:
Related Material: Consent Items - Human Resources.pdf

SAGE OAK CHARTER SCHOOLS
Regular Meeting of the Board of Directors - November 12, 2026
Consent Items - Human Resources

Items listed under Consent are considered routine and will be approved/adopted by a single motion.

1. **Item: Approval of Certificated Personnel Report**

2. **Item: Approval of Classified Personnel Report**

3. **Item: Approval of Job Descriptions**

   Background:
   Job descriptions are critical to the successful personnel operations of the school. They provide structure in areas such as recruitment, onboarding, determining reasonable accommodations, performance evaluation, succession planning, staff development, and compensation analysis. Job descriptions are routinely revised to remove antiquated wording, reflect the current duties of the positions, and align the minimum qualifications, knowledge, and abilities to the duties. New job descriptions are developed based on the school's staffing plans and identified support needs.

   New:
   Manager II, Website

   Recommendation:
   It is recommended the Board approve the job description(s) and revisions as presented.

Coversheet

Consent - Operations & Accountability

Section: XII. Consent Agenda
Item: D. Consent - Operations & Accountability
Purpose:
Submitted by:
Related Material: Consent Items - Operations & Accountability.pdf

SAGE OAK CHARTER SCHOOLS
Regular Meeting of the Board of Directors - November 12, 2026
Consent Items - Operations & Accountability

Items listed under Consent are considered routine and will be approved/adopted by a single motion.

1. **Item: Approval of Sage Oak Charter Schools English Learner (EL) Master Plan 2026-27 (Revised)**

   Background:
   Sage Oak Charter Schools requests the Board approve the revisions to the EL Master Plan, which update the reclassification requirements. The updated reclassification requirements replace the previous four-criterion process with a standardized framework based primarily on state English language proficiency assessments, including the ELPAC. The changes establish automatic reclassification beginning with the 2027–28 assessment administration, provide interim procedures for reclassifying eligible students based on 2025–26 results, and introduce alternative reclassification pathways for eligible English learners with IEPs.

   Recommendation:
   It is recommended the Board approve the Sage Oak Charter Schools English Learner (EL) Master Plan 2026-27 revisions as presented.

Coversheet

(Action) Approval of Sage Oak Charter Schools Board of Directors Manual Revisions

Section: XIII. Board Governance
Item: A. (Action) Approval of Sage Oak Charter Schools Board of Directors Manual Revisions
Purpose: Vote
Submitted by:
Related Material:
Sage Oak Charter Schools Board of Directors Manual_Redline_Revised November 12, 2026.pdf

SAGE OAK
CHARTER SCHOOLS

Board of Directors Manual

Role of the Board

The Board of Directors (Board) is elected to provide leadership and oversight of the nonprofit corporation that operates charter school(s). The Board shall ensure that the nonprofit corporation is responsive to the values, beliefs, and priorities of the communities it serves.

The Board shall work with the Superintendent/CEO to fulfill its major responsibilities, which include:

1. Setting the direction for the nonprofit corporation through a process that involves the counties, communities, parents/guardians, students, and staff, and is focused on student learning and achievement

2. Establishing an effective and efficient organizational structure for the nonprofit corporation by

    a. Employing the Superintendent/CEO and setting policy for hiring other personnel
    b. Overseeing the development and adoption of policies
    c. Establishing academic expectations and adopting the curriculum and instructional materials
    d. Establishing budget priorities and adopting the budget
    e. Providing safe, adequate facilities that support the school's operations

3. Providing support to the Superintendent/CEO and other staff as they carry out the Board's direction by

    a. Establishing and adhering to standards of responsible governance
    b. Making decisions and providing resources that support the nonprofit corporation's priorities and goals
    c. Upholding Board policies
    d. Being knowledgeable about school programs and efforts to serve as effective spokespersons

4. Ensuring accountability to the public for the performance of the school(s) and compliance with the charter(s) by:

a. Establishing and approving all major educational and operational policies
b. Approval of all major contracts
c. Approving the charter school's annual budget and overseeing the charter school's fiscal affairs
d. Hearing expulsion recommendations at scheduled Board of Directors meetings to meet the required timeframe for expulsions
e. Evaluating the Superintendent/CEO who oversees the day-to-day operations of the charter school and implementing the policy direction of the Board
f. Developing annual goals for the charter school and long-range plans with input from the Superintendent/CEO, teachers, and parent/guardian advisory council members
g. Receiving reports from and providing recommendations to the Superintendent/CEO relative to long-term strategic planning
h. Assessing the charter school's goals, objectives, academic achievement/student progress, financial status, and any need for redirection
i. Evaluating charter school and student performance

5. Providing leadership and advocacy on behalf of students, the educational program, and public education to build support within the local counties and communities.

Governance Standards

The Board believes its primary responsibility is to act in the best interests of every student in the school(s). The Board is also committed to parents/guardians, counties, communities, employees, the State of California, the laws pertaining to public education, and established school(s) policies.

To maximize Board effectiveness and public confidence in Board governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct.

The Board expects its members to work with each other and the Superintendent/CEO to ensure that a high-quality education is provided to each student. Each Board member shall:

1. Keep learning and achievement for all students as the primary focus

2. Value, support, and advocate for public education

3. Recognize and respect differences of perspective and style on the Board and among staff, students, parents, and the counties and communities it serves

4. Act with dignity and understand the implications of demeanor and behavior

5. Keep confidential matters confidential

6. Participate in professional development and commit the time and energy necessary to be an informed and effective leader

7. Understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the Superintendent/CEO and other staff

8. Understand that authority rests with the Board as a whole and not with individuals

Board members shall also assume collective responsibility for building unity and creating a positive organizational culture. To operate effectively, the Board shall have a unity of purpose and:

1. Keep the nonprofit corporation focused on learning and achievement for all students

2. Communicate a common vision

3. Operate openly, with trust and integrity

4. Govern in a dignified and professional manner, treating everyone with civility and respect

5. Govern within Board-adopted policies and procedures

6. Take collective responsibility for the Board's performance

7. Annually evaluate its own effectiveness

8. Ensure opportunities for diverse views in the students, staff, counties, and communities it serves to inform Board deliberations.

Public Statements

The Board recognizes that its members may participate in public discourse on civic or

community interest matters, including those involving the nonprofit corporation, and their right to express their personal views freely. However, to ensure consistent, unified communication regarding nonprofit corporation issues, Board members are expected to respect the authority of the Board to choose its representatives to communicate their positions and to abide by established protocols.

All public statements authorized to be made on behalf of the Board shall be made by the Board President or, if appropriate, by the Superintendent/CEO or other designated representative.

When speaking for the nonprofit corporation, the Board encourages its spokespersons to exercise restraint and tact and to communicate the message in a manner that promotes public confidence in the Board's leadership.

Board spokespersons shall not disclose confidential information or information received in closed session except when authorized by a majority of the Board, nor shall Board spokespersons express any support for (or opposition to) any candidate(s) for political office. The Board must ensure that any statements or informational materials concerning proposed legislation or political candidates are provided in a neutral, nonpartisan, and educational manner consistent with state and federal restrictions for 501(c)(3) nonprofits and public agencies.

When speaking to community groups, members of the public, or the media, individual Board members should recognize that their statements may be perceived as reflecting the views and positions of the Board. Board members have a responsibility to identify personal viewpoints as such and not as the viewpoint of the Board.

In addition, the Board encourages members who participate on social networking sites, blogs, or other discussion or informational sites to conduct themselves respectfully, courteously, and professionally and to model good behavior for students and the community. Such electronic communications are subject to the same standards and protocols established for other forms of communication. Furthermore, the Brown Act prohibits Board members from responding directly to any community on an internet-based social media platform regarding a matter that is within the subject-matter jurisdiction of the Board (e.g., charter school matters) that is made, posted, or shared by any other Board member.

Disclosure of Confidential/Privileged

The Board recognizes the importance of maintaining the confidentiality of information acquired as part of a Board member's official duties. Confidential/privileged information shall be released only to the extent authorized by law and upon approval from the Board.

Disclosure of Closed Session Information
A Board member shall not disclose confidential information acquired during a closed session to a person not entitled to receive such information unless a majority of the Board has authorized its disclosure.

Confidential information means a communication made in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session.

Other Disclosures
A Board member shall not disclose, for pecuniary gain, confidential information acquired in the course of his/her official duties. Confidential information includes information that is not a public record subject to disclosure under the Public Records Act, information that by law may not be disclosed, or information that may have a material financial effect on the Board member.

The Board may take action against any person for disclosing confidential information.

Disclosures excepted from this prohibition are those made to law enforcement officials when reporting on improper governmental activities.

Board Member Electronic Communications

The Board recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the nonprofit corporation and with members of the public. Board members shall exercise caution to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendized Board meeting, nor to circumvent the public's right to access records regarding the nonprofit corporation.

A quorum of the Board shall not, outside of an authorized Board meeting, use a series of electronic communications of any kind, including emails, texts, or communications on an internet-based social media platform, directly or through intermediaries, to discuss, deliberate, or

take action on any item that is within the subject-matter jurisdiction of the Board (e.g., charter school matters).

Examples of permissible electronic communications concerning the nonprofit corporation include, but are not limited to, the dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent/CEO sent to Board members, and reminders regarding meeting times, dates, and places. Board members must not "reply to all" to these communications.

In addition, Board members may use electronic communications to discuss matters that do not pertain to the nonprofit corporation, regardless of the number of Board members participating in the discussion. However, Board members must be clear that such communications regarding any candidates for political office or proposed legislation are their own personal viewpoints and do not represent the Board, the nonprofit corporation, or the school.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a community member and should make clear that their response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent/CEO in accordance with Board policies and procedures so that the issue may receive proper consideration and be handled through the appropriate nonprofit corporation process. As appropriate, communication received from the media shall be forwarded to the Superintendent/CEO.

To the extent possible, electronic communications regarding any nonprofit corporation-related business shall be transmitted through a nonprofit corporation-provided account. Conversely, personal communications shall not be transmitted through a nonprofit corporation-provided device or account, nor shall communications regarding candidates for political office or proposed legislation without prior approval from the Board. Board members should keep in mind that such electronic communications (those transmitted through a provided device or account or those pertaining to charter school matters) may be subject to public disclosure under the Public Records Act.

Limits of Board Member Authority

The Board recognizes that the Board governs the nonprofit corporation and that a Board member has no individual authority. Board members shall hold the interests of the nonprofit corporation above any partisan principle, group interest, or personal interest.

Unless agreed to by the Board as a whole, individual members of the Board shall not exercise any administrative responsibility with respect to the schools or command the services of any school employee. Individual Board members shall submit requests for information to the Superintendent/CEO. Board members shall refer Board-related correspondence to the Superintendent/CEO for forwarding to the Board or for placement on the Board's agenda, as appropriate.

Individual Board members do not have the authority to resolve complaints. Any Board member approached directly by a person with a complaint should refer the complainant to the Superintendent/CEO or designee so that the problem may be properly considered and handled through the appropriate nonprofit corporation process.

A Board member whose child is attending a nonprofit corporation school should be aware of their role as a Board member when interacting with nonprofit corporation employees about their child.

The Superintendent/CEO designee shall provide a copy of the state's open meeting laws (Brown Act) to each Board member and to anyone who is elected to the Board but has not yet assumed office.

Board members and persons elected to the Board who have not yet assumed office are responsible for complying with the requirements of the Brown Act.

Oath or Affirmation

It is a tradition of the Board that, prior to entering office, all Board members take an oath or affirmation.

The following oath may be administered and certified by the Superintendent/CEO and/or the Board President:

> I, _____ do solemnly swear (or affirm) that I will support and defend the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Guiding Principles for the Board of Directors

To preserve the collaborative and mission-driven culture of Sage Oak Charter Schools, the Board of Directors embraces the following guiding principles in its members:

1. **Mission Alignment:** Demonstrates a strong commitment to Sage Oak's mission, vision, and personalized learning model.
2. **Collaborative Leadership:** Engages respectfully with diverse perspectives, contributing to healthy dialogue and team cohesion.
3. **Ethical and Informed Governance:** Acts with integrity and adheres to high ethical and governance standards.
4. **Community and Organizational Awareness:** Understands the charter school landscape and the unique needs of the Sage Oak community.
5. **Unity of Purpose:** Builds trust and shared vision, contributing to a positive, purpose-driven Board culture that supports effective decision-making.

~~**Steps for Filling a Board Vacancy**¶~~

~~1. **Recognize Vacancy:** The Board formally acknowledges the vacant position during a Regular or Special Board meeting.¶~~

~~2. **Ad Hoc Committee Formation:** The Board appoints an ad hoc committee. This action requires a Board vote during a Regular or Special Board meeting.¶~~

~~3. **Candidate Search:** The ad hoc committee identifies qualified individuals through outreach and discussion and provides the Board with a list of recommended candidates. Because shared vision and Board chemistry are important, the search may be informal and based on existing networks rather than a public recruitment.¶~~

~~4. **Observation and Engagement:** Candidate(s) may be invited to attend a Board meeting for a brief introduction and informal conversation or interview with the Board.¶~~

~~5. **Candidate Feedback:** The ad hoc committee may engage in follow-up conversations with candidates after the Board meeting to learn more about their impressions of the~~

Board's operations and culture.¶

6. **Election:** Deliberation takes place in an open meeting, followed by a majority vote of the directors.¶

Orientation

The Board recognizes the importance of providing all newly elected Board members with support and information to become effective members of the Board. Incoming Board members are provided an orientation designed to build their knowledge of the nonprofit corporation and an understanding of the responsibilities of their position. Such orientation may include the provision of information, support, and/or training related to Board functions, policies, protocols, and standards of conduct.

As early as possible following the election of Board members, one or more orientation sessions may be held during open meeting(s) of the Board or scheduled 1:1 meetings with the Superintendent/CEO and other staff. The Board President and the Superintendent/CEO or designee shall develop an agenda for the meeting(s) and identify resources useful for incoming Board members.

Upon their election, incoming Board members shall be provided a copy of the Brown Act and informed that, pursuant to Government Code 54952.1, they must conform to the Act's requirements as if they had already assumed office. Incoming Board members must also complete a Form 700 within 30 days of assuming office in accordance with the Political Reform Act. Additional information for incoming Board members may include, but is not limited to, Board bylaws related to the limits of individual Board member authority, the conduct of Board meetings, and other Board operations; governance standards for ethical conduct; legal requirements related to conflict of interest and prohibited political activity; protocols for speaking with nonprofit corporation staff, members of the public, and the media; and publications on effective governance practices.

In addition, the Superintendent/CEO or designee shall provide incoming Board members with specific background information regarding the nonprofit corporation, including, but not limited to, the nonprofit corporation's vision and goals statements, local control, and accountability plan, and other comprehensive plans, student demographic data, student achievement data, nonprofit corporation policy manual, nonprofit corporation budget, and minutes of recent open Board meetings.

The Superintendent/CEO or designee may offer incoming Board members a tour of the nonprofit corporation's administrative offices and facilities and may introduce them to the nonprofit corporation and charter school site administrators and other staff.

Incoming members are encouraged, at the nonprofit corporation's expense and with the approval of the Board, to attend charter school organization workshops and conferences relevant to the needs of the individual member, the Board as a whole, or the nonprofit corporation.

Board Training

The Board's ability to effectively and responsibly govern the nonprofit corporation is essential to promoting student achievement, building positive community relations, and protecting the public interest in the nonprofit corporation that operates charter school(s). Board members shall be provided sufficient opportunities for professional development that helps them understand their responsibilities, stay abreast of new developments in education, and develop boardsmanship skills.

The Board and/or the Superintendent/CEO or designee shall provide an orientation to newly elected or appointed Board members, which includes comprehensive information regarding Board roles, policies, procedures, the nonprofit corporation's vision and goals, operations, and current challenges. Throughout their first term, Board members shall continue to participate in additional educational opportunities designed to assist them in understanding the principles of effective governance, including, but not limited to, information on school finance and budgets, student achievement and assessment, labor relations, community relations, program evaluation, open meeting laws (the Brown Act), conflict of interest laws, and other topics necessary to govern effectively and in compliance with the law.

Board members will be responsible for participating in required training programs, including but not limited to ethics training as set forth in AB 2158 (commencing on January 1, 2025). All Board members are encouraged to continuously participate in advanced training in order to reinforce boardsmanship skills and build knowledge related to key education issues. Such activities may include online courses, webinars, webcasts, and in-person attendance at workshops and conferences. In addition, workshops and consultations may be held within the nonprofit corporation on issues that involve the entire governance team.

Board members may attend a conference or similar public gathering with other Board members and/or with the Superintendent/CEO or designee in order to develop common knowledge and understanding of an issue or engage in team-building exercises. In such cases, a majority of the Board members shall not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the nonprofit corporation's jurisdiction so as not to violate the Brown Act open meeting laws.

Board members shall report to the Board, orally or in writing, on the Board training activities they attend, for the purpose of sharing the acquired knowledge or skills with the full Board and enlarging the benefit of the activity to the Board and nonprofit corporation.

Remuneration, Reimbursement

Compensation

Each member of the Board of Directors (Board) may receive a monthly compensation of $750.

On an annual basis, the Board may adjust the compensation of Board members, in accordance with the Corporation's Bylaws, based on the services performed by the Board members and in consideration of comparable compensation that is paid to individuals holding similar positions at similarly-sized nonprofit organizations in the same geographic location. The Board shall adopt such compensation based on the comparable analysis, which may include a compensation study. Board members are not required to accept payment for meetings attended.

A member may be compensated for meetings they missed when the Board finds that they were performing designated services for the nonprofit corporation that operates charter school(s) at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board.

Reimbursement of Expenses

Board members shall be reimbursed for actual and necessary expenses such as travel, telephone, business meals, or other authorized purposes incurred when performing authorized services for the nonprofit corporation.

Board members shall be reimbursed for travel expenses incurred when performing services directed by the Board.

Authorized purposes may include, but are not limited to, attendance of educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the nonprofit corporation's interests; attendance at the nonprofit corporation or community events; and meetings with state or federal officials on issues of community concern.

Personal expenses shall be the responsibility of individual Board members. Personal expenses include but are not limited to, the personal portion of any trip, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on the nonprofit corporation-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while at the nonprofit corporation.

Any questions regarding the propriety of a particular type of expense should be resolved pursuant to the fiscal policy.

Board Policies

The Board shall adopt written policies to convey its expectations for actions that will be taken in the nonprofit corporation, clarify roles and responsibilities of the Board, and Superintendent/CEO, and communicate board philosophy and positions to students, staff, parents/guardians, and the community.

The nonprofit corporation's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or the desire to provide greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date if so designated by the Board at the time of adoption.

Board Bylaws

The Board shall prescribe and enforce rules for its own governance consistent with state law and regulations.

Bylaws governing Board operations may be amended in accordance with the process set forth in the Bylaws.

Monitoring and Evaluation

At any time, the Board and Superintendent/CEO or designee may determine that progress reports to the Board on the implementation and/or effectiveness of the policy should be scheduled. If so, the Board and Superintendent/CEO or designee shall agree upon a timeline and, as applicable, measures for evaluating the effectiveness of the policy in achieving its purpose.

Access to Policies

The Superintendent/CEO or designee shall provide public access to current Board-adopted policies, such as by posting policies to the website or making them available upon request.

As necessary, the Superintendent/CEO or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or revised. They may determine the appropriate communication strategy depending on the issue. Policies shall be posted on the website when required by law.

Agenda, Meeting Materials

Any board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent/CEO or designee with supporting documents and information.

The Board President and Superintendent/CEO shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board President and Superintendent/CEO shall determine if the item is merely a request for information or whether the issue is covered by an existing policy.

If the Board President and Superintendent/CEO do not place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board President and Superintendent/CEO shall also decide, in accordance with the Brown Act, whether an agenda item is appropriate for discussion in open or closed session and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent/CEO recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

At least 72 hours before each regular meeting, each Board member shall be provided a digital copy of the agenda and other available documents pertinent to the meeting.

When special meetings are called, board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent/CEO or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means, discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

Meeting Conduct

All Board meetings shall begin on time and shall follow an agenda prepared in accordance with board Bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements), the Charter Schools Act, and other applicable laws.

The Board shall adopt and enforce a policy for public participation at meetings, which shall include the requirements of the Charter Schools Act for establishing two-way conference locations and posting recordings of the meetings.

The Board believes that late-night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular board meetings shall be held between the hours of 8:00 a.m. to 4:00 p.m.; if any Special or Emergency Board Meetings are held, they shall be adjourned by 10:00 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

Minutes

The Board recognizes that maintaining accurate minutes of Board meetings helps foster public trust in Board governance and provides a record of Board actions for use by nonprofit corporation staff and the public.

The Secretary shall keep minutes and record all official Board actions. The Board's minutes shall be public records and shall be made available to the public upon request.

The minutes of Board meetings shall include, but not be limited to:

1. A notation of which Board members are present, in person or by teleconference, and whether a member is not present for part of the meeting due to late arrival and/or early departure

2. A list of the public comments made on agendized items and non-agendized topics

3. The specific language of each motion and the names of the Board members who made and seconded the motion

4. Any action taken by the Board, and the vote or abstention on that action of each Board member present

Upon request by a student's parent/guardian, or by the student if age 18 or older, the minutes shall not include the student's or parent/guardian's address, telephone number, date of birth, or email address, or the student's name or other directory information as defined in Education Code 49061. The request to exclude such information shall be made in writing to the Secretary.

The Superintendent/CEO or designee shall distribute a copy of the "unapproved" minutes of the previous meeting(s) with the agenda at a subsequent regular meeting. The Board shall approve the minutes as circulated or with necessary amendments.

Upon approval by the Board, the minutes shall be signed by the Board President and Board Clerk. Official Board minutes shall be stored in a secure location and shall be retained in accordance with law.

Any minutes kept for Board meetings held in closed sessions shall be kept separately from the minutes or recordings of regular and special meetings. Minutes of closed sessions are not public records.

Board Self Evaluation

The Board shall annually conduct a self-evaluation in order to demonstrate accountability to the community and ensure that nonprofit corporation governance effectively supports student achievement and the attainment of the nonprofit corporation's vision and goals.

The evaluation may address any area of Board responsibility, including, but not limited to, Board performance in relation to vision setting, curriculum, personnel, finance, policy development, collective bargaining, community relations, and advocacy. The evaluation may also address objectives related to Board meeting operations, relationships among Board members, relationship with the Superintendent/CEO, understanding of Board and Superintendent/CEO roles and responsibilities, communication skills, or other governance or boardsmanship skills.

The Board shall evaluate itself as a whole. Individual Board members are also expected to use the evaluation process as an opportunity to assess and set goals for their own personal performance.

Each year, the Board, with assistance from the Superintendent/CEO, shall determine an evaluation method or instrument that measures key components of Board responsibility and previously identified performance objectives. Visual and/or audio recordings of a Board meeting may only be used as an evaluation tool when consent is given by all Board members.

Any discussion involving the Board's self-evaluation shall be conducted in an open session.

At the request of the Board, a facilitator may be used to assist with the evaluation process. The Board may invite the Superintendent/CEO or other individual(s) with pertinent information to provide input into the evaluation process.

Following the evaluation, the Board may set goals, define and/or refine protocols, and establish priorities and objectives for the following year's evaluation. The Board may also develop strategies for strengthening Board performance based on identified areas of need, including but not limited to additional training or mentorship.

Superintendent/CEO Evaluation

The Board will vote annually on the approval of the evaluation timeline and plan, as well as the stipend amount for each Superintendent/CEO evaluator for conducting a comprehensive 12-month evaluation of the Superintendent/CEO.

The Board and Superintendent/CEO shall annually develop and agree upon performance goals and objectives that shall serve as the basis for an annual evaluation. The evaluation process shall follow a timeline mutually agreed to by the Board and the Superintendent/CEO.

The Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Superintendent/CEO and the Board. Such meetings shall be conducted in closed session, unless mutually agreed otherwise, and allow the option to deliberate privately without the Superintendent/CEO present when discussing the final conclusions of an evaluation.

Superintendent/CEO Succession Planning

Short-Term Absence Procedures

The Board should follow the procedures listed below in the event the Superintendent/CEO is temporarily unable to fulfill their duties.

1. **Immediate Notification:** The Superintendent/CEO or Assistant Superintendent of Human Resources will inform the Board President as soon as possible about the temporary incapacity or absence and will support the Board with communication, as directed by the Board President

2. **Special Board Meeting:** As needed, convene a Special Board meeting to discuss the situation and potential impact.

3. **Acting Superintendent/CEO:** Consult with Emily Horta or the Assistant Superintendent of Human Resources for the name of the Superintendent/CEO's recommended Acting Superintendent/CEO.

4. **Review and Monitor:** The situation should be reviewed at regular intervals to decide if the Acting Superintendent/CEO should continue in the role or if the regular Superintendent/CEO can resume duties.

5. **Transition Back:** Once the Superintendent/CEO resumes duties, a transition plan should be established to ensure a smooth return.

Vacancy Procedures
This section provides a guide for the Board of Directors in case the seat of the Superintendent/CEO becomes vacant, either through planned or unplanned circumstances. This ensures the continuity of leadership and minimizes disruption in the organization.

1. **Initial Notice:** The Superintendent/CEO should provide written notice of departure as stipulated in their contract, including a minimum notice period.

2. **Board Meeting:** Convene a Special Board Meeting to initiate a plan and timeline for the vacancy. Document minutes and ensure compliance with public meeting laws like the Brown Act.

3. **Search Committee:** Appoint an ad hoc Superintendent/CEO Search Committee consisting of less than a quorum of the Board's Directors with the support of other staff as appropriate, such as the Assistant Superintendent of Human Resources. Define the committee's scope, authority, and limitations in writing. Consider and decide whether the Search Committee will conduct the search itself or employ a recruiter or search firm to help find candidates. If using a recruiter/search firm, the Search Committee will be its primary point of contact and will guide the search outside of full Board meetings.

4. **Interviews and Selections:** Establish unbiased, pre-defined criteria for candidate assessment. Conduct interviews and select a candidate based on these criteria. Keep detailed records for compliance with Equal Employment Opportunity laws.

5. **Contract Development:** Involve legal counsel to draft and review the employment contract. Ensure alignment with state and federal employment laws.

6. **Public Announcement:** In the open session of a Regular Board Meeting, the Board President or Assistant Superintendent of Human Resources will verbally summarize the

employment contract's salary and benefits provisions for the Board and the public before the Board votes to approve the contract.

7. **Transition Plan:** Develop a comprehensive transition plan for both outgoing and incoming Superintendent/CEO

Board Approved: January 12, 2023
Revised: June 22, 2023
Revised: December 14, 2023
Revised: December 12, 2024
Revised: March 12, 2026
Revised: November 12, 2026

Coversheet

(Action) Approval of Cooley LLP Engagement Agreement

Section: XIV. Business Services
Item: A. (Action) Approval of Cooley LLP Engagement Agreement
Purpose: Vote
Submitted by:
Related Material: Cooley LLP Engagement Agreement.pdf

Cooley

Naomi May
T: +1 858 550 6025
nmay@cooley.com

October 22, 2026

Sage Oak Charter Schools
Tim O'Brien, CFO
1473 Ford St
Suite 105
Redlands, CA 92373

Re: Engagement Agreement

Dear Tim:

Thank you for your interest in engaging Cooley to represent Sage Oak Charter Schools (the "Client"). This letter (the "Retention Letter") and the incorporated Terms of Business (collectively, the "Engagement Agreement") describe the terms of our representation of the Client, including our policies on fees, billing, conflicts, and other policies important to our relationship. Should you have any questions, please do not hesitate to contact me.

Scope of Engagement. We have been asked to represent the Client in connection with general education regulatory counsel as requested by the Client (the "Matter"). As set forth in this Engagement Agreement, we are going to represent only the Client and will not be representing any founder's, officer's, or director's interest (including your own interest as a founder or officer of the Client).

Staffing & Fees. I will have primary responsibility for the Client's relationship with Cooley and will utilize other lawyers and professional staff as appropriate. I anticipate that initially Kate Lee Carey will be the primary attorney(s) working with me for the Client on this matter. Our fees are based upon the hourly rates of the lawyers and other members of our professional staff who provide services to the Client. My current rate is $1,790 and Kate Lee Carey's rate is $1,705.

We agree to apply a 10% non-profit discount off our standard hourly rates.

If the Client would like to engage the firm and agrees with the terms of this Engagement Agreement, please sign below and send me an executed copy. Please note, if the Client does not return a signed copy, but requests that the firm perform work on the Client's behalf after receiving these terms, the Client will be deemed to have accepted this Engagement Agreement.

We look forward to working with Sage Oak Charter Schools.

Very truly yours,

Cooley LLP

By: Naomi May
Naomi May, Partner

Accepted and Agreed:

Sage Oak Charter Schools

By: Tim O'Brien
Tim O'Brien, CFO

Dated: 10/28/2026

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Terms of Business

Cooley Entities. "Cooley" is an international legal practice carried on by (i) Cooley LLP in the United States, China and Brussels (ii) Cooley (UK) LLP in London, (iii) Cooley SG LLP in Singapore, and (iv) Cooley HK in Hong Kong, and we may, in the future, open or associate with other offices or affiliated entities (altogether, the "Cooley Entities"). The Cooley Entities work together as an integrated international network, but are independent, separately constituted and regulated legal entities which provide legal services in accordance with the relevant laws of the jurisdictions in which they operate. The Client agrees that we may, where appropriate, engage one or more Cooley Entities to provide legal services to you on the same terms as set forth in this Engagement Agreement, unless we provide additional or alternate engagement terms.

Scope of Engagement. The scope of our representation is limited to the Matter and any other matters we expressly agree to handle. This Engagement Agreement governs all current and future matters in which Cooley represents the Client. Cooley provides services of a strictly legal nature. The Client may not rely on us for business, investment, or accounting advice. Any advice we provide about possible outcomes is merely an assessment based on the information available to us at the time. We cannot guarantee the outcome of any matter. Unless we have otherwise agreed in writing, it is the sole responsibility of the Client to determine the availability of insurance coverage regarding the subject matter of our engagement and to provide notice to any such insurer.

Cooley's Client. Cooley's representation is limited to the Client as identified in the Retention Letter. Our representation does not extend to the Client's affiliates or other related parties, including any current, future, direct or indirect parent companies, subsidiaries, sister companies, members, owners, limited partners, acquirers, investors, funds, or other entities that manage or are managed by the Client or in which the Client owns an interest or that own an interest in the Client ("Affiliated Companies"), or any of the Client's founders, partners, principals, employees, officers, directors, or shareholders ("Affiliated Individuals"; together with Affiliated Companies, "Affiliates"). We do not have an attorney-client relationship with or owe duties to such Affiliates and we are not prohibited from taking on matters adverse to or otherwise involving such Affiliates because of our representation of the Client. Similarly, our work and advice are not for the benefit of, nor may it be relied upon by, any Affiliate, or any other third party, without our written consent. If Cooley separately agrees to represent an Affiliate in this or another matter, which must be confirmed by Cooley in writing, that Affiliate is bound by this Engagement Agreement (as the "Client"), unless we agree in writing to other terms.

Billing and Payment Terms. Generally, we will bill the Client monthly for all fees, costs, and disbursements (together "Charges") recorded in the previous month, although there may be times when we will include certain Charges in a subsequent invoice. The Client agrees to pay our invoices in full upon receipt. If we do not receive full payment within 30 days of the invoice date, we may impose a late charge of 0.5% per month (6% annual) on the unpaid balance to account for the added expenses we incur for overdue accounts, including billing and collection costs. Our rates increase at the beginning of each calendar year. Currently, the hourly rates for attorneys and other members of our professional staff range from $240 - $2,595. Charges are not contingent upon the outcome of the matters we handle for the Client, unless we separately agree in writing otherwise. Any fee projections or budgets regarding Charges are only estimates. Cooley cannot guarantee what Charges will be necessary to resolve or to complete the Client's matters.

It is often necessary for us to pay for ancillary services, such as delivery services and document services; travel expenses; filing, court reporter and transcript fees; electronic discovery management; docketing fees; and other expenses. These items are separately itemized on our invoices as "costs and disbursements recorded." Where possible, our costs and disbursements represent out-of-pocket costs; however, some may represent an allocation of overhead costs, or a combination of both. If we provide in-house e-discovery management or litigation support services to the Client, data processing and hosting fees will apply. The Client is responsible for paying the amounts in effect when they are incurred. In certain circumstances, the Client will be required to pay for these expenses directly or to fund them in advance. At the Client's request, we will provide a schedule of our standard costs and disbursements, which change from time to time.

If we retain local counsel, vendors, consultants, experts, or other third parties in connection with our representation of the Client ("Third Parties"), we do so as the Client's agent. We are not responsible for any act or omission of Third Parties, and the Client is solely responsible for payment of all invoices issued by such Third Parties. In some cases, we may elect to advance Third Party fees and expenses on the Client's behalf; such payments will be included on our invoices for reimbursement and, in the case of foreign counsel retained in connection with intellectual property prosecution matters, shall include a 10% administrative surcharge. In other cases, the Client may be required to pay Third Party fees and expenses directly or to fund our payment of such fees and expenses in advance.

As security for the payment of the Charges incurred on the Client's behalf, and without prejudice to any other rights, recourse, or remedies we may have, the Client hereby grants us a security interest in and lien upon any sum(s) that may be deposited in our client trust and/or retainer account(s) or that we otherwise may receive on the Client's behalf, including, but not limited to, refunds and insurance payments, in connection with any engagement covered by our Engagement Agreement. In our discretion we may apply and/or offset any such sums against one or more of our invoices for Charges at any time.

VAT, GST, and Other Taxes. The Client is responsible for any applicable VAT, GST, or other tax that any jurisdiction may impose on all fees, costs, and disbursements (together "Charges") for this representation. All references to dollars or "$" in this letter or in our invoices refer to United States dollars.

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Charges in Advance of Trial or Arbitration. For matters that involve litigation or threatened litigation, or any administrative or alternative dispute resolution proceeding ("Trial"), the Client agrees that 90 days prior to any scheduled trial or binding arbitration date, all Charges incurred up to that point will be paid in full, and the Client will (a) provide us with a retainer or augment any existing retainer ("Trial Retainer") or (b) make some other arrangement satisfactory to us, to ensure payment of all estimated Charges through the end of Trial. The Client agrees that if the Client does not satisfy these requirements, we may withdraw as the Client's counsel in such matter, and the Client will provide any consent necessary for such withdrawal. Cooley's representation of the Client does not include the handling of appeals or any post-Trial matters unless specifically agreed in the Retention Letter or in another writing, in which case the Trial Retainer shall also include estimated Charges for such appeals or post-Trial matters.

Patent Maintenance Fees and Annuities. Cooley is not responsible for making annuity, renewal or maintenance fee payments on behalf of the Client. Such payments, which may be required to maintain the patent or application, are the sole responsibility of the Client. Upon a written request, Cooley may assist the Client with establishing an account with a third-party service provider who handles such payments.

Trademark Prosecution Costs and Disbursements. For each new trademark application, we charge one-time, upfront trademark docketing fees. These fees include the firm's time involved in opening, managing, and updating the docket and are in addition to our hourly fees, foreign counsel fees, government filing fees, and other fees and costs. A schedule of these fees is available upon request.

Conflicts of Interest & Advance Waiver. Given the breadth of Cooley's practice, it is possible that during our engagement, we will be asked to represent the Client or other clients in matters that create conflicts of interest. Without waivers of these conflicts, the Client and other clients might not be able to choose Cooley as their counsel. Thus, it is material to our engagement that the Client waive in advance certain future conflicts of interest that may arise during our engagement. We make similar requests of our other clients so that the Client – like other clients – has the opportunity to engage Cooley as counsel.

Accordingly, the Client agrees in advance that Cooley is permitted to represent other clients in matters directly adverse to the Client. For example, and without limiting the scope of this advance waiver, we may represent other clients in connection with:

a) Financing, licensing, mergers and acquisitions, contracts, and other commercial transactions
b) Circumstances in which both the Client and other clients are each attempting to acquire, merge, or enter into other strategic transactions with the same third party, or license the same assets, and only one of the Client or other clients is likely to succeed
c) Bankruptcy, restructuring, and insolvency proceedings, such as representation of debtors, creditors, and unsecured creditors' committees
d) Formal or informal requests for information, such as issuing and responding to subpoenas or other discovery, and inquiries and requests from government agencies or regulators
e) ANDA and Section 505(b)2 application-related matters, including litigation, involving circumstances in which the Client provides a certification to the FDA directed against (1) a patent owned or controlled by a Cooley client or (2) a patent listed in the FDA's Orange Book for a drug product owned by a Cooley client, such as certification under 21 U.S.C. § 355(j)(2)(A)(vii) or under 21 U.S.C. § 355(b)(2)(A)
f) Intellectual property prosecution, counseling, and enforcement, such as analysis of claim scope, infringement, and invalidity, responses to office actions, and participation in contested and uncontested intellectual property proceedings before the U.S. Patent and Trademark Office
g) Mediation, arbitration, litigation, and other dispute resolution proceedings

The Client also agrees that Cooley may represent the Client in such matters adverse to our other clients. In either case, with the exception of example (b) above, the Client's advance waiver is limited to circumstances in which our representation of our other client is *not substantially related* to our representation of the Client.

Cooley will continue to protect the Client's confidential information in accordance with applicable rules of professional conduct, and will implement ethical screens at the Client's written request or when we believe it is appropriate to do so. The Client agrees that conflicts shall not be imputed to Cooley personnel who are not providing legal services to the Client on the relevant matter(s), and that information obtained about or from the Client or another party shall not be imputed for conflicts purposes to any Cooley personnel with whom such information was not shared. For example, information obtained about a company's intellectual property in the course of a merger, acquisition, or other transaction, shall not be imputed for conflicts purposes to Cooley personnel who did not represent the Client in such transaction.

By engaging Cooley, the Client acknowledges that it prefers to provide an advance waiver for the matters described above rather than have Cooley request specific waivers in each instance. The Client understands that Cooley may not notify the Client each time Cooley relies on this advance waiver, particularly if disclosure may not be permitted because of Cooley's confidentiality obligations to the other client. The Client affirms that it understands the terms of this advance waiver, has been given an opportunity to consult with independent counsel, and is providing fully informed consent to waive such future conflicts.

Firm Privilege. The occasion might arise for us to consult with Cooley's General Counsel, other Cooley lawyers working with our General Counsel, or our own outside counsel regarding our representation. To the extent that we would be addressing our rights or responsibilities, in some circumstances, a conflict of interest might be deemed to exist between Cooley and the Client. The Client consents to such consultations and waives any conflict of interest based on such consultations, including any

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resulting communications or work product. The Client acknowledges that such communications and work product are protected from disclosure to the Client by Cooley's own attorney-client privilege and other privileges and immunities, and the Client affirms that it is not entitled to such communications or work product in discovery or otherwise.

Anti-Money Laundering. To comply with applicable anti-money laundering and similar laws, we will verify the identity of our clients and check the legitimacy of the source of their wealth and the source of funds for a matter. For more information about our anti-money laundering policies, visit www.cooley.com/AML-Policies, the terms of which are fully incorporated into this Engagement Agreement.

Document Retention. At the Client's written request, we will provide the Client with its file in accordance with ethical requirements, subject to any lien that may be created by law or contract for payment of any outstanding Charges. If the Client does not ask us to return its file, we will maintain it in accordance with our document retention policy in effect at that time. The Client agrees that we may destroy or otherwise dispose of the Client's file beginning seven (7) years after our work on the relevant matter has concluded without further notice, unless applicable law requires a longer preservation period or we have agreed in writing to other arrangements. The Client's file includes materials provided by the Client, final correspondence and emails sent to the Client, and counterparties to the matter, court filings, deposition or hearing transcripts and exhibits, final discovery requests and responses, executed or final drafts of agreements and legal instruments, final legal analyses that were previously provided to the Client, and other documents that are reasonably necessary to the Client's representation. The Client's file does not include internal Cooley communications, Cooley's communications with vendors and other third parties working at our direction, attorney notes, internal drafts, Cooley administrative materials, and other documents that are not reasonably necessary to the Client's representation. Cooley work product is not work made for hire. Cooley retains ownership of our work product, intellectual property and know-how. If we receive a subpoena or other request for documents from the Client's file, we may charge the Client the fees and costs of responding to such requests.

Data Protection & Information Management. Cooley and the Client shall comply with any applicable Data Protection Laws and the Data Sharing Addendum, which is incorporated into this Engagement Agreement by reference and available at www.cooley.com/client-privacy-addendum.

Under certain circumstances, the law requires us to report information to government authorities, including tax authorities, or others. While we would make reasonable efforts to consult with the Client before making such a disclosure, if we determine, in our sole discretion, that we have a legal duty to make a disclosure, we will do so in accordance with applicable law and our ethical obligations.

The Client agrees that Cooley may identify the Client and generally describe the nature of the work performed for the Client on Cooley's website and in connection with marketing activities.

Artificial Intelligence (AI). Cooley utilizes licensed and proprietary AI-driven solutions, including tools that may now or in the future incorporate generative AI technology ("Cooley AI tools"). Cooley AI tools are enterprise-grade platforms with enterprise-grade data protection consistent with our data security standards. Cooley AI tools are not a substitute for the judgment of our lawyers, and our use of AI is guided by our AI principles, which reflect our commitment to complying with applicable law and ethical duties, including protecting client confidences. Among other things, we prohibit the inputting of client confidential information into non-enterprise AI platforms, and we do not use client confidential information to train AI models. Given the number and variety of Cooley AI tools, we cannot disclose every instance of AI use, but among other things, we may use Cooley AI tools to assist us with providing more efficient and cost-effective legal services, including in connection with document drafting and legal research. We are committed to transparency and are available to discuss our AI use at the Client's convenience.

Termination. The Client may terminate our engagement at any time. We may withdraw from our engagement at any time, subject to applicable ethical rules. Unless previously terminated, the attorney-client relationship shall terminate automatically as of the date of the last task charged to the Client as reflected on the last invoice, regardless of whether a disengagement letter has been sent.

We may inform the Client of developments in the law through newsletters or similar client alerts. However, such materials are merely educational, and are not legal advice, either during the engagement or after its conclusion. Cooley does not have an obligation to continue to advise the Client about developments or changes in laws that might affect the Client's future rights and liabilities unless the Client expressly engages Cooley to do so. Any subsequent reengagement of Cooley will be governed by this Engagement Agreement, unless we separately agree in writing to other terms at that time.

Mediation & Arbitration. For any dispute, controversy, or claim between Cooley and the Client, or between Cooley and an Affiliate (each a "Dispute"), Cooley and the Client (on its behalf and on behalf of its Affiliates) agree that the Dispute shall be first submitted to JAMS for mediation. If the Dispute is not resolved through mediation within sixty (60) days of the date written notice was provided, then the Dispute shall be resolved solely through confidential binding arbitration as described below. Disputes subject to this provision include, but are not limited to, Disputes based on, arising out of, or related in any way to (i) tort, contract, or statute; (ii) this Engagement Agreement, or its validity, interpretation, application, performance, enforcement or termination; (iii) any acts or omissions related to or arising from services provided or alleged to have been provided by Cooley (for example, claims for malpractice, breach of fiduciary duty, intentional torts, or unpaid fees); and (iv) the scope or applicability of this arbitration clause or the arbitrability of the Dispute.

This Engagement Agreement involves interstate commerce and the Federal Arbitration Act ("FAA") shall govern the interpretation and enforcement of this arbitration agreement, as well as the arbitration. The arbitration shall be conducted in San Francisco, California. JAMS will serve as the arbitration administrator, and the arbitration shall proceed pursuant to the

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JAMS Comprehensive Arbitration Rules and Procedures (the "Rules") as they exist on the effective date of this Engagement Agreement, except as may be modified herein or otherwise agreed to in writing. The arbitration shall be submitted to a single arbitrator appointed in accordance with the Rules who must be a former federal or state court judge; however, if the dispute involves an amount in controversy of more than US$1 million, then upon the written demand of any party, the arbitration shall be conducted by and submitted to three arbitrators, at least one of whom must be a former federal judge. Each party shall have the same discovery rights in the arbitration as afforded under the Federal Rules of Civil Procedure. This means that depositions may be taken and discovery may be obtained in any arbitration commenced under this arbitration provision. In addition, prior to a full arbitration hearing, the parties shall be permitted to file partially or fully-dispositive motions, on which the arbitrator(s) shall issue a ruling prior to hearing.

No demand for arbitration may be sustained after the date on which the commencement of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statutes of limitation or repose if the dispute was filed in court. The arbitrator(s) are authorized to dismiss the arbitration at any stage based on a determination that the claim is time-barred or for any other legally or factually supported reason. Each party is limited to pursuing its own individual claims and shall not pursue mass, class, or collective action. The arbitrator(s) shall NOT be authorized to reform, modify, or materially change this Engagement Agreement or other agreements entered into between the parties. The arbitrator(s) shall, within thirty (30) calendar days after the conclusion of the arbitration hearing or the submission of post-hearing briefs, whichever is later, issue a written award and a written statement of decision describing the material factual findings and conclusions on which the award is based, including the calculation of any damages awarded.

The costs of arbitration, including the arbitrator(s)' fees and administrative expenses, shall be split evenly by the claimant(s) and respondent(s), such that no side shall bear more than half the costs of the arbitration. Each party will bear its own attorneys' fees and costs, and the prevailing party will not be entitled to reimbursement by the other party of any of its fees or costs incurred in connection with the arbitration, regardless of any rule to the contrary. However, a party that successfully moves to compel arbitration shall be entitled to recover the fees and costs associated with that motion from any opposing party.

The arbitration proceedings, including but not limited to partial and final awards, shall be maintained by the arbitrator(s), parties, and witnesses as strictly confidential, except as is otherwise required by law, court order, or as is necessary to pursue a legal right such as to confirm, vacate, or enforce the award(s), and for disclosure in confidence to the parties' respective attorneys, tax advisors, insurers, senior management, and others with a need to know under an obligation of confidentiality. Any action or proceeding to compel arbitration, or to confirm or vacate the award(s), shall be brought exclusively in the state trial court (subject to removal) or the federal district court serving San Francisco, California, and each party waives any objection it may have to such courts, including objections based on improper venue or inconvenient forum, and irrevocably submits to the exclusive jurisdiction of these courts for such actions.

By agreeing to this binding arbitration provision, the parties understand that they are waiving certain rights and protections which may otherwise be available if the dispute were determined by litigation in court, including, but not limited to, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, and a right to invoke formal rules of procedure and evidence, other than as set forth herein.

New York Clients. If the Client has a fee dispute with Cooley for any amount between $1,000 and $50,000, the Client may have the right to arbitrate that dispute under Part 137 of the Rules of the Chief Administrative Judge of the New York State Unified Court System ("Part 137"). Cooley will provide the Client with additional information regarding this fee dispute arbitration process at the Client's request. If the Client has a right to arbitrate a fee dispute under Part 137, the preceding arbitration provision will not apply to such fee dispute.

NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before you sign this agreement, you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

Severability. If any provision or part of this Engagement Agreement, including in the arbitration provision or any letters expressly stated to apply to this engagement, is found to be unenforceable under the law of the controlling jurisdiction, the rest of this Engagement Agreement shall remain in force and shall be enforced in accordance with its terms.

Entire Agreement. This Engagement Agreement contains the entire agreement between the Client and Cooley and governs all current and future matters in which Cooley represents the Client. Any modifications or amendments, outside counsel, billing, or other guidelines, requirements, terms, policies, codes, questionnaires, or other documents issued by the Client, its agent, or a third party payor, including those we may mark as "accepted" or with similar language in connection with billing processes, click-through agreements, responses to audits or questionnaires or otherwise (collectively, "Amendments"), will not modify this Engagement Agreement, nor will our continued services to the Client, or our use of any platform to collaborate with the Client, constitute our agreement to any Amendments, except to the extent a specific Amendment is separately agreed to in writing by a Cooley partner. English is the controlling language of this Engagement Agreement. Any translations of this Engagement Agreement are intended solely as an accommodation and are not binding upon Cooley or the Client.