



OXFORD PREPARATORY ACADEMY

SPECIAL MEETING OF THE BOARD OF DIRECTORS

April 17, 2018

**4:30 pm Open Session
5:00 pm Closed Session**

**Meeting Location:
Oxford Preparatory Academy
22882 Loumont Drive
Lake Forest, CA 92630**

**Teleconference location:
Oxford Preparatory Academy
23000 Via Santa Maria
Mission Viejo, CA 92691**

AGENDA

The public, including public attending a teleconference location, are invited to address the Board regarding items listed on the agenda. Comments on an agenda item will be accepted during consideration of that item, or prior to consideration of the item in the case of a closed session item. Please turn in comment cards to the Board Secretary prior to the item you wish to speak on.

REASONABLE ACCOMMODATION 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 or function of the Corporate Board of Directors, may request assistance by contacting Oxford Preparatory Academy 4740 Green River Rd, #210, Corona, Ca, 92880; telephone (909) 536-6807.

I. PRELIMINARY

A. CALL TO ORDER

1. Roll Call

Members	Present	Absent
Joseph Haney, Chairman	_____	_____
Raymond Jackson, Vice Chair	_____	_____
Priscilla Trichet, Secretary	_____	_____
Joshua Teeple, Treasurer	_____	_____
Mary Campos, Member	_____	_____

2. Pledge of Allegiance

3. Approval of Agenda for Special Board Meeting for April 17, 2018

Item I.A.3 - Recommend the Board of Directors: Approve Agenda for Special Board Meeting for April 17, 2018.	Motion: Second: Vote:
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II. OPEN SESSION

A. ITEMS FOR DISCUSSION/ACTION

1. Approval of Updated Civility Policy

The Board of Directors is committed to safeguarding the schools by ensuring that policies and procedures are updated regularly and shared with Oxford’s stakeholders and authorizers in a timely manner, ensuring transparency. The Updated Civility Policy is brought to the Board for approval.

Presented by: Kathleen Daugherty

Item II.A.1 - Recommend the Board of Directors: Approve Updated Civility Policy.	Motion: Second: Vote:
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2. Approval of Updated Momni Café Contract through June 30, 2018

The Board will review the updated Momni Café Contract which includes an Interim Chancellor and vote to approve the contract through June 30, 2018.

Presented by: Kathleen Daugherty

Item II.A.2 - Recommend the Board of Directors: Approve Updated Momni Café contract through June 30, 2018.	Motion: Second: Vote:
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3. Approval of Updated Admission and Enrollment Policy

The Board of Directors is committed to safeguarding the schools by ensuring that policies and procedures are in place and shared with Oxford’s stakeholders and authorizers in a timely manner, ensuring transparency. The Updated Admission and Enrollment Policy is brought to the Board for approval.

Presented by: Kathleen Daugherty

Item II.A.3 - Recommend the Board of Directors: Approve Updated Admissions and Enrollment Policy.	Motion: Second: Vote:
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4. Approval of Oxford Prep’s 8th Amended Bylaws

The Board will consider approving the changes discussed at the April 4, 2018 Special Board Meeting Governance Workshop, creating Oxford Prep’s 8th Amended Bylaws.

Presented by: Kathleen Daugherty

Item II.A.4 - Recommend the Board of Directors: Approve Oxford Prep’s 8 th Amended Bylaws.	Motion: Second: Vote:
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5. Approval of Contract between Oxford Preparatory Academy and Bertelli Public Affairs

The Board will consider entering into a contract with Bertelli Public Affairs, an education public affairs consultancy for services as a short-term communications/publicist.

Item II.A.5 - Recommend the Board of Directors: Approve Contract between Oxford Preparatory Academy and Bertelli Public Affairs.	Motion: Second: Vote:
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B. PUBLIC ANNOUNCEMENT OF REASON FOR CLOSED SESSION

1. Public Comments on Closed Session Items

Remarks for closed session items shall be limited to no more than three (3) minutes. Please turn your comment card in to the Board Secretary prior to this agenda item.

III. CLOSED SESSION – FOR DISCUSSION AND POSSIBLE ACTION

A. Conference with Legal Counsel – Existing Litigation

(Gov. Code section 54956.9(d)(1)):

1. *Oxford Preparatory Academy v. Edlighten Learning Solutions*
2. *Oxford Preparatory Academy v. Chino Valley Unified School District*

IV. OPEN SESSION

A. PUBLIC REPORT OF ACTION TAKEN IN CLOSED SESSION

IV. ADJOURNMENT

Recommend the Board of Directors: Adjourn the Special Board Meeting for April 17, 2018.	Motion: Second: Vote:
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The meeting adjourned at _____.

Please note regarding Special Board Meetings: In accordance with Gov. Code 54954.3, stakeholders are welcome to address the Board regarding comments about items listed on the agenda. Please complete a comment card and turn it into the Board Secretary. Comments regarding items not on the Special Meeting Agenda will not be heard. All Regularly scheduled meetings will allow a time for stakeholders to address the Board on non-agenda items.



Oxford Preparatory Academy

Board Policy

CIVILITY

BP# 2013-002

I. Policy Statement

Oxford Preparatory Academy values diversity and commonality and is committed to a culture that fosters free and open communication. Oxford Preparatory Academy believes that an environment of mutual respect and civil conduct between and among students, school system employees, parents, volunteers, and the general public is critical to the achievement of students and staff. Oxford Preparatory Academy is committed to maintaining a culture that recognizes the worth and dignity of the individual in support of academic achievement and social development.

II. Purpose

The purpose of this policy is to set clear expectations for civil behavior that support a safe, welcoming, and nurturing environment on school property and at school-related activities.

III. Definitions

Within the context of this policy, civility is defined as mutual respect and consideration reflected in language, attitudes, and behaviors.

IV. Standards

A. Expected behaviors include, but are not limited to:

1. Respect and courtesy in language, demeanor, and actions toward and about others
2. Moderate tone and volume of voice
3. Active and respectful listening
4. Respectful acknowledgment of cultural differences
5. Respect for the personal, civil, and property rights of others
6. Appropriate and courteous use of telephone, public address systems, two-way radios, and any other verbal communication device
7. Appropriate and courteous written communication, including all forms of social media, notes, letters, email, and text messages.

B. Unacceptable behaviors include, but are not limited to:

1. Rude, insulting, or demeaning language and/or actions toward or about others
2. Persistently unreasonable demands
3. Intrusive and/or interruptive behavior
4. Displays of temper
5. Harassment and intimidation
6. Threatening and/or abusive gestures and behavior

7. Nuisance communications including inappropriate jokes, repetitious demands or complaints without a good faith effort at resolution, or solicitations
8. Inappropriate and demeaning written communication, including all forms of social media, letters, emails, and text messages
9. Violation of Board Policy #2013-003 regarding use of electronic mail

V. Compliance

- A. Each individual is responsible for behaving in a civil manner and for cooperating in resolving incidents of uncivil behavior.
- B. The Executive Director is responsible for determining whether an incident occurring on school property or using school related social media sites violates an existing board policy and for responding appropriately.
- C. The Executive Director will provide for annual review of this policy to Board members, students, staff, parents, and community members. Each Oxford Preparatory Academy parent(s), guardian(s), and students will be asked to sign an agreement to this policy.
- D. Students who violate this policy may be disciplined in accordance with Oxford Preparatory disciplinary procedures. Violations of this policy may be considered disruptive behavior or otherwise qualify as a basis for student suspension or expulsion in accordance with Board Policy – Behavior, Suspension and Expulsion.
- E. Parents or guardians who violate this policy will be asked to meet with the Executive Director to discuss the manner in which their behavior disrupts the school environment, student learning and or the smooth operation of the school. Violations by parents and/or guardians may lead to parent removal from campus, restraining orders, civil or criminal fines and/or penalties. Employees who violate this policy will be handled according to the policies set form in the employee handbook. Disruptions on campus will not be tolerated and as needed, the police will be called.

VI. Delegation of Authority

The Executive Director is authorized to develop additional appropriate procedures for the implementation of this policy

Adopted: December 9, 2014
Updated: April 17, 2018



AGREEMENT ADDENDUM # 2

This Agreement Addendum ("Addendum") is hereby issued by Momni Café, LLC (hereinafter "Contractor") and incorporates by reference the Charter School Contract for Services (hereinafter "Agreement") already in place between Momni Café, LLC and Oxford Preparatory Academy (hereinafter "Client"). All rights and obligations in the Agreement shall remain in full force and effect unless otherwise specified by the Addendum.

Effective April 2, 2018, this Addendum shall modify the Agreement to reflect the following:

1. **Scope of Work**

Contractor agrees to perform the additional services detailed in **Attachment B for Interim Charter School Administration/Chancellor** of the Agreement on the Client's behalf. Additionally, Contractor will work with Client to provide administrative work and additional consulting services (described more specifically in the Agreement) as needed and directed by the Client's Governing Board of Directors.

2. **OTHER FEES AND CHARGES from original contract:**

- 1.1.1 2. Other Fees and Charges:
 - 1.1.1.1 Air Travel, **hotel** and car rental/**gas** necessary to be on site for the ~~10 days~~ **days as required**, not to exceed \$1,000 **\$2,500**/month.

ON BEHALF OXFORD PREPARATORY ON BEHALF OF MOMNI CAFÉ, LLC:
ACADEMY SCHOOL:

Joseph Haney, Board Chair
Oxford Preparatory Academy

Kathleen Daugherty, Managing Partner
Momni Café, LLC

Date: _____

Date: _____

Ian Gottlieb, CEO
Momni Café, LLC

Date: _____

Taxpayer ID Number: 47-5098535



Oxford Preparatory Academy

Board Policy

BP# _____

ADMISSIONS AND ENROLLMENT

I. Introduction and Assurances

The goal of the admissions policy of Oxford Preparatory Academy (“OPA” or “School”) is to attract, enroll and retain at the School the broadest spectrum of students representative of the communities served by the School. The School will be nonsectarian in its programs, admissions policies, employment practices and all other operations. The School will not charge tuition and the School will not discriminate in admissions against any pupil on the basis of ethnicity, national origin, gender, disability or any other legally protected category listed in Education Code Section 220.

OPA will implement an open enrollment process as established by the Board of Directors. Each student will attend OPA on a voluntary basis. Further, at OPA’s Parent Information Meetings, parents will be provided with a very clear and accurate picture of the School’s learning experience so they can make the most appropriate choice for their children.

OPA will adhere to the McKinney-Vento Homeless Assistance Act. This ensures that each parent of a homeless child will have equal access to the same free, appropriate public education as provided to other children.

II. Annual Open Enrollment Period

An open enrollment period each year will be advertised within each school community so that all interested students may have an equal opportunity to apply for admission. The deadline for accepting applications will be clearly stated on the application form and materials. The process for enrollment proceeds as follows (not necessarily in the exact order provided):

- The School will determine class size/configuration for the school year;
- The School will solicit from current students their intention to return the following year;
- The School will solicit from parents/guardians of current students their intention to apply for admission for siblings of current students (siblings must submit an application in accordance with the procedures below);
- The School will design program informational materials;3
- The School will plan one or more Parent Information Meetings (attendance at which is mandatory for admission);
- The School will issue press releases and utilize other communication strategies;
- The School will actively recruit students throughout the community;
- The School will mail information packets to families on wait/interest lists, including invitations to the Parent Information Meetings;
- The School will host Parent Information Meeting(s) and record attendance;
- The School will determine the number of returning students at each level;
- The School will determine the number of new students at each level;
- After the open enrollment period closes, should the School receive a number of applications from potential students that exceed the number of spaces available within the School, the school will conduct a random public lottery (“lottery”) for any grade level that is oversubscribed.

III. Requirements for Admission/Pre-Enrollment Procedures

The School is open to any student in the State of California who meets the admissions requirements described herein. **Failure to comply with any of the School's admission procedures and requirements, or falsification of any information, will result in denial of admission. An admitted student will be removed from the School if failure to comply with these procedures, or documents contained false information is discovered after admission has been granted. All interested students must meet the following requirements for admission:**

- All students must have been fully immunized and present the appropriate health examination record in accordance with the California Health and Safety Code.
- Incoming Kindergarten students must be at least five (5) years of age by September 1, for the current school year. To be eligible for Transitional Kindergarten (TK), a student must have his or her fifth birthday between September 2 and December 2, of the current school year. If a student will turn five years of age after December 2 but during the school year, that student may be eligible for admission to the TK Program on a case by case basis in accordance with Education Code Section 48000(c)(3)(B).
- No student may concurrently attend a private school that charges the student's family for tuition.
- All students shall reside in the State of California.
- If enrolled in an independent study program, a student shall be documented as a resident of the county in which the School reports its apportionment claims or an adjacent county.
- A student that has been previously expelled from the School or another educational institution may be admitted to the School at the discretion of the School's Board of Directors on a case-by-case basis and in accordance with the School's policy on Readmission as set forth in the School's Charter.
- All applicants must attend and sign-in at one Parent Information Meeting. Meetings will be held for families who are interested in enrolling their children at the School. Meetings are held throughout the year in multiple locations. After attending a meeting, an application for admission can be submitted to the School.
- All applicants must complete an application form, consisting of basic contact information, grade level, and eligibility for admission preference(s). Complete applications for admission must be timely submitted to the School no later than the deadline published for that school year.
 - Each application will be reviewed and verified by staff to ensure it is complete before the student will be considered for admission. Each application will include a description of the School's formal dispute resolution process. Any student that has been denied admission for failure to meet the School's Admission Requirements may avail him/herself to this dispute resolution process for reconsideration.
 - Applications are valid solely for that academic year. Any offers of enrollment to the School or wait list positions from one academic year shall not carry over to other academic years. Any applicant who was not offered enrollment in one academic year who wishes to reapply to the School in the future must submit a new application for the new academic year.
 - Submission of an application is not a guarantee of enrollment in the School; as applicable, the application is an entry into the School's public random drawing (or "lottery"). If an applicant does not submit a signed and completed application by the printed deadline, the applicant will not be entered into the School's lottery but will be marked with the date and time of receipt and will be added to the waiting list in the chronological order received by the School.

IV. Public Random Lottery

Following the open enrollment period each year, applications will be counted to determine whether any grade level has received more applications than availability. If the School receives more applications than slots available in the School, admission, **except** for currently enrolled students of the School who are guaranteed admission in the

following school year, shall be determined by a public random lottery in accordance with Education Code Section 47605(d)(2).

Lottery Preferences: As specified in the School's approved charter, preference in the lottery will be given to students in the following order:

1. Children of OPA staff and children of Founding Members combined (will not exceed 10% of total enrollment)
2. Siblings of current students
3. Children attending the District schools in Program Improvement (PI) status
4. Children residing within the district (3:1 weighting)

If a student is extended an offer for enrollment through one of the preferences, the School shall require supporting documentation from the parent in the student's enrollment/registration packet. The School shall conduct verification of such documentation prior to finalizing the student's enrollment. If the student was offered enrollment via a preference and the School deems that the student does not qualify, the student will be placed on the waiting list.

Siblings of currently enrolled students will be given preference in the admissions process if a lottery is held, but admission is not guaranteed. Siblings of currently enrolled students must submit an application in accordance with School policy. Applicants must indicate on their application if they have a sibling currently enrolled at the School. For purposes of this policy, the term "sibling" is defined as a child who has at least one birth or adoptive parent in common with the existing pupil, or who has been legally adopted by or placed under legal guardianship of at least one birth or adoptive parent of the existing pupil.

Lottery Procedures: The following rules and procedures will be communicated to all interested parties prior to holding the lottery:

- The lottery will take place on a given published date, which shall be within one-hundred twenty (120) calendar days of the closing of the open enrollment period.
 - The lottery will take place on the School's campus or in a facility large enough to allow all interested parties who wish to attend to do so.
 - All interested parties will know, prior to the holding of the lottery, how many openings will be available in the School and in the different grades served by the School.
 - The lottery will be open to the public and families will be encouraged to attend; however, families are not required to be present at the time of the drawing to be eligible for admission.
 - OPA will comply with all applicable state and federal laws and with any agreement between the Charter School and the authorizer.
 - A representative of OPA will oversee the drawing of names;
 - Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Executive Director). Separate lotteries shall be conducted for each grade in which there are fewer vacancies than pupils interested in attending. All lotteries shall take place on the same day in a single location. Lotteries will be conducted in ascending order beginning with the lowest applicable grade level. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.
1. If an applicant drawn during the process described above has a sibling(s) who has (have) also applied for admission during the current enrollment period and for the same grade level, that sibling(s) will be offered the next available slot(s) or if no such slot(s) remain they will be placed in the first available slot(s) on the appropriate waiting list. If maximum capacity has been reached in a particular grade level and the applicant drawn in the lottery has a twin, triplet, or other siblings of a multiple birth that has also submitted a timely application, enrollment shall be determined on a case-by-case basis as determined by the Executive Director. If an applicant drawn during the process described above has a sibling(s) who has (have) also applied for

admission during the current enrollment period and for a different grade level which has already been assigned slots, that sibling(s) will be offered an open slot, if available, or placed in the first available slot(s) on the appropriate waiting list. If an applicant drawn during the process described above has a sibling(s) who has (have) also applied for admission during the current enrollment period and for a different grade level which has not yet been assigned slots, that sibling(s) will be given sibling preference (as defined above) at the time of assignment of slots for their grade level.

- Records will be kept on file at the School documenting the fair execution of the lottery for two (2) years.

V. Waiting List

During the lottery, once maximum enrollment is reached, the remaining names will continue to be drawn and will be placed on a waiting list in the order drawn. If vacancies occur during the school year, the vacancies may be filled according to the waiting list, which will be prioritized in the same manner described in the previous section according to rank on the list of preferences. Once all enrollment slots have been filled, remaining students will be added to the waiting list in the order in which they were randomly drawn.

Families promoted from the waiting list will be contacted when there is an opening. Contact may include email, personal phone call, and/or U.S. Postal Service. Parents/Guardians will have three (3) business days from the date of first notification to respond. In addition, the School will attempt on at least one (1) additional occasion to contact the parent(s)/guardian(s) of students promoted from the waiting list during the three (3) day period. Those families not responding within the three (3) day period will forfeit their right to enroll their student in the School, and the next student on the waiting list will be contacted to fill the open position. Parents who forfeited their right to accept enrollment when offered, but are still interested in enrolling at the School at another time, must reapply. The waiting list shall be cleared at the end of the academic year for which the lottery was drawn and shall not carry over from one year to the next.

Enrollment after the lottery can continue throughout the year. Students' names will be added to the end of the waiting list as long as parents have attended a Parent Information Meeting.

Families interested in the Independent Study Program must attend an Independent Study Parent Information Meeting. They may then enroll in Independent Study according to their lottery number. If there are openings in Independent Study Program after students on the lottery placement or waiting list have been given the opportunity to enroll in Independent Study, then enrollment is open to additional students whose parents have attended or will attend a Parent Information Meeting and an Independent Study Parent Information Meeting, and who meet all other admission requirements of the School.

VI. Admissions Offers and Acceptance of Offers/Registration and Enrollment

Families who were selected during the lottery will immediately be notified by email or phone call of enrollment eligibility and will be required to submit a Registration Packet, which shall be made available on the School's website. Families who do not submit a completed Registration Packet by the posted due date will lose enrollment eligibility; the student's space is no longer reserved and may be filled by the next student on the School's waiting list.

Enrollment offers are valid only for the applied-for academic year. There is no option to defer an offer for enrollment. However, applicants who remain eligible for preference, as defined above, may still receive such preference if they decline an offer of enrollment and then reapply for a future academic year. Similarly, applicants who were waitlisted and who remain eligible for preference, as defined above, may still receive such preference if they reapply for a future academic year.

The Registration Packet shall include, but is not limited to, the following:

1. Learning Partnership Agreement
2. Health History
3. Home Language Survey
4. Child Health and Disability Prevention form (Students entering Kindergarten Only)
5. Indication of whether the student may require special education or related services, the student's home language and whether the student may be an English Learner (Copy of EL, IEP or 504 Plan)

6. Authorization for the School to request and receive student records from all schools the student has previously attended or is currently attending
7. Proof of full immunization or exception from the requirement along with other; health examinations and oral examinations required by the Health and Safety Code
8. Proof of age
9. Emergency Card
10. Free/Reduced Lunch Application
11. Proof of residency
12. Copy of last Report Card
13. A signed Receipt of Family Handbook

VII. Issues Not Covered Under this Policy

In the case that the procedures herein do not cover a situation that arises during the admissions and enrollment process, the Executive Director will take any additional steps necessary to execute the admissions and enrollment process.



Eighth Amended Bylaws of OXFORD PREPARATORY ACADEMY

(A California Nonprofit Public Benefit Corporation)

ARTICLE I NAME

Section 1. NAME. The name of this corporation is Oxford Preparatory Academy.

ARTICLE II PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 4740 Green River Road, Suite 210 Corona, CA 92880. The Board of Directors ("Board") may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

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

ARTICLE III GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to oversee, manage, operate, advise, guide, direct, promote, support, and hold charters or contracts for one or more public charter schools. Also in the context of these purposes, the corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that does not further the purposes of the corporation.

The corporation shall not carry on any other activities not permitted to be carried on by:

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

ARTICLE IV CONSTRUCTION AND DEFINITIONS

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

ARTICLE V DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This corporation's assets are irrevocably dedicated to public

benefit purposes as set forth in the charter governing the charter schools operated as or by the . No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI MEMBERS

Section 1. **MEMBERS.** The corporation shall not have any members within the meaning of the Nonprofit Corporation Law.

Section 2. **AUTHORITY VESTED IN BOARD OF DIRECTORS.** Any action that would otherwise require approval by a majority of all members or approval by the members shall require only approval by the Board of Directors. All rights that would otherwise vest in the members shall vest in the Board.

ARTICLE VII BOARD OF DIRECTORS

Section 1. **GENERAL POWERS.** Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors. The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

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

- a. Approve personnel policies and monitor their implementation; to appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or county; conduct its activities in or outside California.
- c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal.

Section 3. **DESIGNATED DIRECTORS AND TERMS.** The Board shall be composed of an odd number of directors with no less than three (3) and no more than seven (7), unless changed by amendments to these bylaws. The Board shall include a majority of parents with minimum of one parent representing each authorizer school site and at least one member being a non-interested member representing the community or university. If a vacancy occurs causing the number of directors to be an even number, the Board shall appoint an interim director until such time as a regular director can be appointed following the procedures outlined in section 6 and section 13. All directors shall have full voting rights, including any representative appointed by the charter authorizer as consistent with Education Code Section 47604(b). All directors, except for a representative appointed by a granting agency, shall be

nominated and appointed by the existing Board of Directors. If one or more granting agencies designate a representative to serve on the Board, the Board may appoint an additional director to ensure an odd number of Board members

Each director shall hold office unless otherwise removed from office in accordance with these bylaws for three (3) years and until a successor director has been designated and qualified. Terms for Board of Directors shall be staggered. All directors are to be appointed at the Corporation's annual meeting of the Board of Directors unless a vacancy occurs as outlined in these bylaws. Board members are desired to have experience in one or more of the following areas: education, government, law, business, finance/accounting, fundraising, facilities, or public relations, but shall not be prohibited from serving on the Board if otherwise qualified as determined in the sole discretion of the Board.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS' TERM. Each director shall hold office for three (3) years and until a successor director has been designated and qualified, unless otherwise removed from office in accordance with these bylaws. A director may serve up to two consecutive terms, but then must take at least one year off before serving again.

Section 6. Filling Board Vacancies. The Executive Director shall notify the school, parents, and community of any open positions on the Board of Directors by posting a notice physically at the school sites, on the website, and sending an e-mail to parents and staff at least thirty days prior to the appointment of a new Board member. The notification shall include the position to be filled and a description of the application process. To be considered for appointment, all applicants must submit a letter of intent, listing qualifications and interest, along with the completed application. The Executive Director and two designated Board members will screen/vet the applications and bring forward all qualified applicants, who shall be interviewed by the Board during an open meeting. Following the interviews, the Board may, in its discretion, vote to appoint one or more qualified applicants to serve as a member of the Board. The Board will continue this process until qualified applicants are appointed to fill all vacancies. As a condition of appointment/reappointment to the Board, each person must annually agree to the following:

1. To come to each meeting fully prepared.
2. To attend all meetings. If absences are necessary, not to miss more than two (2) consecutive meetings, or not more than three (3) meetings in a three (3) month period, without prior notification and approval from the Chairman of the Board.
3. Commit to take a leadership role for an ongoing priority of the Board.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be elected, no corporation funds may be expended to support a nominee without the Board's authorization.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (c) the increase of the authorized number of directors; or (d) the failure of a parent representative to have at least one child attending a charter school operated by the Corporation.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time

for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director, except for the representative appointed by the charter authorizer, may be removed, with or without cause or by a vote of the majority of the members of the entire Board of Directors at a special, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12. The representative designated by the charter authorizer may be removed without cause by the charter authorizer or with the written consent of the charter authorizer.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors, except for the representative appointed by the charter authorizer, may be filled by nomination and appointment of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the affirmative vote of a majority of the directors then in office at a regular or special meeting of the Board or (b) a sole remaining director. A vacancy in the seat of the representative of the charter authorizer shall be filled by the charter authorizer.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings may be held at the principal office of the corporation. The Board of Directors will hold a majority of the meetings at any place within the boundaries of one of the local school district and/or county that has authorized a charter petition to be operated by Oxford Preparatory Academy which has been designated in the notice of the meeting. Meeting locations rotate between the territorial jurisdictions of each OPA charter school. Oxford Preparatory Academy shall post agenda and shall establish teleconferencing at each of its school sites so that parents at each of its schools can participate in Oxford Preparatory Academy Board meetings in a convenient manner. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Brown Act.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed; and held in compliance with the provisions of the Brown Act. The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board of Directors in accordance with the Brown Act.

Section 16. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours' notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty- four (24) hours' notice of the special meeting, in the manner:

Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the corporation, or as may have been given to the corporation by the director for

purposes of notice, or, if an address is not shown on the corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.

- a. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- b. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy. The vote or abstention of each Board member present for each action taken shall be publicly reported.

Section 20. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

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

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers. Directors shall be entitled to the reimbursement of actual and necessary expenses incurred when conducting the corporation's business as established by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

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

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

Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Fill vacancies on the Board of Directors or any committee of the Board;
- b. Fix compensation of the directors for serving on the Board of Directors or on any committee;
- c. Amend or repeal bylaws or adopt new bylaws;
- d. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- e. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- f. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- g. Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.

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

Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 25. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 26. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a President, a Secretary, and a Treasurer/CBO (Chief Business Officer). The corporation, at the Board's direction, may also have a Chairman of the Board. The corporation may also have, at the discretion of the Board, such other officers as the business of the corporation may require, each of whom shall be elected or appointed to hold office for such period, have such authority and perform such duties as the Board at its pleasure from time to time may determine. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties as set forth in any applicable contract for employment or job specification.

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

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

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. In the absence of the Chairman, the Secretary shall preside at Board of Directors meetings.

Section 9. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, and subject to President's contract of employment, the President, who is also known as the "Executive Director," is the chief executive officer and shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings; and the vote or abstention of each Board member present for each action taken.

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

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

Section 11. VICE-PRESIDENTS. If the President is absent or disabled, the Vice- Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice-President designated by the Board, shall perform all duties of the President. When so acting, a Vice- President shall have all powers of and be subject to all restrictions on the President. The Vice- Presidents shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 12. TREASURER/CHIEF BUSINESS OFFICER. The Chief Business Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Chief Business Officer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Chief Business Officer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board of Directors may designate; (b) disburse the Corporation's funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Business Officer and of the financial condition of the Corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require. If required by the Board, the Chief Business Officer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the Corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Business Officer on his or her death, resignation, retirement, or removal from office.

ARTICLE IX CONTRACTS WITH DIRECTORS

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

ARTICLE X CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

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

ARTICLE XI LOANS TO DIRECTORS AND OFFICERS

Section 1. LOANS TO DIRECTORS AND OFFICERS. This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XII INDEMNIFICATION

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any

"proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

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

ARTICLE XIII INSURANCE

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

ARTICLE XIV MAINTENANCE OF CORPORATE RECORDS

Selection 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

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

ARTICLE XV INSPECTION RIGHTS

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

Section 2. **ACCOUNTING RECORDS AND MINUTES.** On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. **MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

ARTICLE XVI REQUIRED REPORTS

Section 1. **ANNUAL REPORTS.** The Board of Directors shall cause an annual report to be sent to

itself (the members of the Board of Directors) within 120 days after the end of the corporation's fiscal year, that report shall contain the following information, in appropriate detail:

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

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

- a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving; in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
 1. Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
 2. Any holder of more than 10 percent of the voting power of the corporation, its parent, or *its* subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.
- b. The amount and circumstances of any indemnifications aggregating more than \$10,000 paid during the fiscal year to any director or officer of the Corporation pursuant to Article XII of these Bylaws.

ARTICLE XVII BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall make any provisions of these Bylaws inconsistent with the corporation's Articles of Incorporation, or any laws.

ARTICLE XVIII FISCAL YEAR

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

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Oxford Preparatory Academy, a California nonprofit public benefit corporation; that these bylaws, consisting of 11 pages (including this certificate), are the bylaws of this corporation as adopted by the Board of Directors on April 17, 2018, and that these bylaws have not been amended or modified since that date.

Executed on April 17, 2018 at Lake Forest, California.

Priscilla Trichet, Secretary of the Board

Approved/Revised: December 6, 2010
January 10, 2012
August 14, 2012
June 29, 2015
July 21, 2015
April 11, 2016
April 17, 2018

INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement (the “**Agreement**”) is made and entered into as of April 4, 2018 (the “**Effective Date**”) between Oxford Preparatory Academy (the “**Company**”), a California non-profit educational company, and Christopher Bertelli, a California independent contractor (the “**Contractor**”) (collectively, the “**Parties**”).

The Parties therefore agree as follows:

1.0. **Term and Termination.**

1.1. This Agreement takes effect immediately as of the Effective Date, and remains in full force and effect until June 30, 2018 (the “**Term**”), unless earlier terminated under this Section 1.

1.2. Either Party may terminate this Agreement for cause by providing the other Party written notice if the other Party: (i) is in material breach of this Agreement and has failed to cure such breach within five (5) days after its receipt of written notice of such breach provided by the non-breaching Party; (ii) engages in any unlawful business practice related to that Party's performance under the Agreement; or (iii) files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property.

1.3 Termination of this Agreement by either Party for reasons other than those in section 1.2 requires a thirty (30) day notice of termination.

2.0. **Contractor Services.**

2.1. During the Term, the Company will engage the Contractor to provide public relations and public affairs support services (the “**Services**”), or other such services as mutually agreed upon in writing by the Parties (email is acceptable):

2.2. The Contractor shall provide the necessary equipment to perform the Services. If the Contractor has obtained employees or agents (the “**Contractor Personnel**”), the Contractor shall be solely responsible for all costs associated with the Contractor Personnel unless the Company agrees in writing in advance to provide additional compensation.

2.3 As a result of providing the Services, the Contractor or Contractor Personnel may create certain work product (the “**Work Product**”).

2.4. The Contractor shall notify the Company of any change(s) to the Contractor's schedule that could adversely affect the availability of the Contractor, whether known or unknown at the time of this Agreement, no later than fourteen (14) days prior to such change(s). If the Contractor becomes aware of such change(s) within the fourteen (14)

day period, the Contractor shall promptly notify the Company of such change(s) within a reasonable amount of time.

2.5. The work performed by the Contractor shall be performed at the following rate: \$2,800/month (proration does not apply). The Contractor shall issue an invoice to the Company's accounts payable department within the first five (5) days of each month for work performed the prior month, unless otherwise instructed by the Company, and provide documentation as instructed by the Company's accounts payable department. The Company shall remit payment to the Contractor within twenty-one (21) days of invoice date.

2.6. The Company shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor.

3.0.Independent Contractor Status.

3.1. The Parties intend that the Contractor and any Contractor Personnel be engaged as independent contractors of Company. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

3.2. The Contractor may not act as agent for, or on behalf of, the Company, or to represent the Company, or bind the Company in any manner.

3.3. The Contractor will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Company.

4.0.Ownership.

4.1. The Parties intend that, to the extent the Work Product or a portion of the Work Product qualifies as a "work made for hire," within the definition of Section 101 of the Copyright Act of the United States (17 U.S.C. § 101), it will be so deemed a work made for hire. If the Work Product or any portion of the Work Product does not qualify as work made for hire, and/or as otherwise necessary to ensure the Company's complete ownership of all rights, titles and interest in the Work Product, the Contractor shall transfer and assign to the Company all rights, titles and interests throughout the world in and to any and all Work Product. This transfer and assignment includes, but is not limited to, the right to publish, distribute, make derivative works of, edit, alter or otherwise use the Work Product in any way the Company sees fit.

4.2. The Company grants the Contractor, a limited, non-exclusive, non-transferable, non-assignable, royalty free, worldwide license to display the Work Product on a platform personally controlled, in whole or in part, by the Contractor. The Company may revoke this license at any time by requesting the removal of the Work Product displayed

by the Contractor. Upon such request, the Contractor shall remove the Work Product from the platform, and provide written notification of such removal.

5.0. Representations. Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

6.0. Indemnification. The Contractor shall indemnify and hold harmless the Company, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services under this Agreement.

7.0. Confidential Information.

7.1 Each Party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other Party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving Party reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.

7.2 Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any federal or state law.

8.0. Liability. EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

9.0. Disclaimer of Warranty. THE WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES MADE BY THE PARTIES HEREUNDER. EACH PARTY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT PROVIDE ANY WARRANTY THAT OPERATION OF ANY SERVICES HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE.

10.0 Miscellaneous Provisions.

10.1. This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

10.2. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).

10.3. If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

10.4. This Agreement shall not be assigned by either party without the express consent of the other party.

10.5. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

10.6. This Agreement is to be governed by and construed in accordance with the laws of the State of California without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of California. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN THE STATE OF CALIFORNIA.

The Parties are signing this Agreement on the date stated in the introductory clause.

Oxford Preparatory Academy

By: *Kathleen Daugherty*

Name: Kathleen Daugherty

Title: Interim Executive Director

Christopher Bertelli

By: _____