



Peak Prep Pleasant Valley

Board Meeting Agenda—Special Board Meeting
Tuesday, June 23d, 2026
4:00pm

Meeting Location:

PVSD
600 Temple Ave
Camarillo, CA 93010
Room 24

Remote Meeting Access:

Dr. Bishop, Executive Director, Peak Prep is inviting you to a scheduled Zoom meeting.

Topic: Special Board Meeting. Closed Session Learning Center

Time: Jun 23, 2026 04:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://peak-prep-org.zoom.us/j/89636913690?pwd=bWiWYXQAeW9gfkngq7pdvuDgYbyZXG.1>

Meeting ID: 896 3691 3690

Passcode: 891850

One tap mobile

+13052241968,,89636913690#,,,,*891850# US

+13017158592,,89636913690#,,,,*891850# US (Washington DC)

Join by SIP

• 89636913690@zoomcrc.com

Join instructions

<https://peak-prep-org.zoom.us/meetings/89636913690/invitations?signature=KEIGcPOzMEVaiSNT9LFO>

3XI6KU-84qslxd5z2gR3z-s

MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in an open session will be made available for the public at www.peak-prep.org or 600 Temple Ave, Camarillo, CA 93010

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contact Superintendent, Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact the Head of School's Office: Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org.

This legislative body conducts business under the meeting requirements of the Ralph M. Brown Act.

MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in open session will be made available for the public.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting Executive Director, Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact the Executive Director's Office: Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org.

I. PRELIMINARY MATTERS

A. Call to Order:

Meeting was called to order by Board Director at: _____

B. Roll Call

Board Member	Present	Absent
Patty Lerner		
Bob Rust		
Chris Johnston		

***C.. Motion to adopt the agenda was moved by* _ _ _**

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Chris Johnston						

II. PUBLIC COMMENT

The public may comment on any item that is on the agenda or any other item that is in the Board's jurisdiction through written comments submitted before the meeting or live at the meeting. No presentation shall be more than two (2) minutes. Individuals desiring to address the Board are requested to email Dr. Bishop (Shalen.Bishop@peak-prep.org) prior to the start of the meeting, or otherwise by lining up at the designated spot for

public comment designated by the Board at the time public comment is opened. Board members are prohibited from responding to or commenting on matters raised by the public that are not on the agenda. (Gov. Code § 54954.2(a))

Public comments may also be presented live through our Zoom link to the meeting:
<https://peak-prep-org.zoom.us/j/89636913690?pwd=bWiWYXQAeW9gfknq7pdvuDgYbyZXG.1>

(Same as Zoom link above, For Phone access see agenda information above)

Members of the public wishing to comment via Zoom shall use the “raise hand” function and will be called on to present.

III. Information, Discussion, and Action items

A) Approval of Consent Agenda. *Agenda items presented in this section compose the Consent Agenda and are routine of nature. Unless an item is moved to the Action section at the request of a board member, they will be approved by the board as a group as the first action on the agenda. Each item approved shall be deemed to have been read in full and adopted as recommended.*

1. Approve Minutes from 6/04/2026 Board Meeting(s).

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Chris Johnston						

B) The Board will review, discuss, and consider approving Peak Prep Pleasant Valley’s Strived agreement. This is a two-year Learning Management System integration of multiple instructional platforms and streamlining student progress and data into one place. This would enhance teacher instruction support and student monitoring across multiple platforms. Furthermore, it will give real-time data for state compliances and the Local Control and Accountability platform.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Chris Johnston						

C) The Board will review, discuss, and consider approving the amended Peak Prep Pleasant Valley By laws. Peak Prep Pleasant Valley amended the bylaws to align with prior amendments to the articles of incorporation approved in May 2026.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Chris Johnston						

IV. Closed Session

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code section 54957(b)(1).): Executive Director

V. Board Members Remarks and Announcements

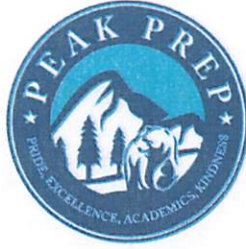
VI. ADJOURNMENT

MOTION FOR ADJOURNMENT Motion to Adjourn

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Chris Johnston						

Adjourned at _____



Peak Prep Pleasant Valley

Board Meeting Agenda—Regular Board Meeting

Thursday, June 4th, 2026

4:00pm

Meeting Location:

PVSD
600 Temple Ave
Camarillo, CA 93010
Room 24

Remote Meeting Access:

Topic: June 2026 Board Meeting

Time: Jun 4, 2026 04:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://peak-prep-org.zoom.us/j/84082462518?pwd=mbpfKJZDzdO3L3djqxCG1KtnGLcapa.1>

Meeting ID: 840 8246 2518

Passcode: 751937

One tap mobile

+13017158592,,84082462518#,,,,*751937# US (Washington DC)

+13052241968,,84082462518#,,,,*751937# US

Join by SIP

• 84082462518@zoomcrc.com

Join instructions

<https://peak-prep-org.zoom.us/meetings/84082462518/invitations?signature=16ARpqJlZcV0wNZHtoHfKv1ebDW7wmbXIQ3a0ajyK5w>

MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in an open session will be made available for the public at www.peak-prep.org or 600 Temple Ave, Camarillo, CA 93010

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contact Superintendent, Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact the Head of School's Office: Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org.

This legislative body conducts business under the meeting requirements of the Ralph M. Brown Act.

MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in open session will be made available for the public.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting Executive Director, Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact the Executive Director's Office: Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org.

I. PRELIMINARY MATTERS

A. Call to Order:

Meeting was called to order by Board Director at: 4:01 PM

B. Roll Call

Board Member	Present	Absent
Patty Lerner	X	
Bob Rust	X	
Chris Johnston	X	

C.. Motion to adopt the agenda was moved by Bob Rust

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			
Chris Johnston		X	X			

II. PUBLIC COMMENT

The public may comment on any item that is on the agenda or any other item that is in the Board's jurisdiction through written comments submitted before the meeting or live at the meeting. No presentation shall be more than two (2) minutes. Individuals desiring to address the Board are requested to email Dr. Bishop (Shalen.Bishop@peak-prep.org) prior to the start of the meeting, or otherwise by lining up at the designated spot for public comment designated by the Board at the time public comment is opened. Board members are prohibited from responding to or commenting on matters raised by the public that are not on the agenda. (Gov. Code § 54954.2(a))

Public comments may also be presented live through our Zoom link to the meeting:

<https://peak-prep-org.zoom.us/j/84082462518?pwd=mbpfKJZDzdO3L3djqxCG1KtnGLcapa.1>

(Same as Zoom link above, For Phone access see agenda information above)

Members of the public wishing to comment via Zoom shall use the “raise hand” function and will be called on to present.

III. Information, Discussion, and Action items

A) Approval of Consent Agenda. Agenda items presented in this section compose the Consent Agenda and are routine of nature. Unless an item is moved to the Action section at the request of a board member, they will be approved by the board as a group as the first action on the agenda. Each item approved shall be deemed to have been read in full and adopted as recommended.

1. Approval of Financial Statement. The Chief Business Official recommends that the Board of Directors approve the revenue and expenditures as listed on the April 1st-April 30th, 2026 Financial Statements.

2. Approval of Board Report of Commercial Checks
The Chief Business Official recommends that the Board of Directors approve the commercial payments as listed on April 1st-April 30th, 2026 Board Report of Checks.

3. Approval of Board Report of Purchase Orders
The Chief Business Official recommends that the Board of Directors approve the purchase orders as listed on April 1st-April 30th, 2026, Board Reports.

4. Approve Minutes from 5/07/2026 Board Meeting(s).

5. Graduation Requirements

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			
Chris Johnston		X	X			

B) Executive Director Report (No Action, just reporting out different aspects of the school program)

a. Highlights

- b. Programs/Academic Resources updates, if any.
- c. Upcoming Compliance Dates

C The Board will review and consider the approval of the new Bright Thinker, Imagine Learning, and Stride curriculum contracts. These are the major curriculums we use and are already aligned in the budget. In addition, they are same curriculum we have used for the past few years to provide families choices and support individual families: Bright Thinker, Imagine Learning, Stride

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust		X	X			
Chris Johnston	X		X			

D) The Board will review, discuss, and consider approving the 2025-2026 Prop 30 Spending Plan. This plan is the anticipated use of the 2025-26 Prop 30 Education Protection Account Funds

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			
Chris Johnston		X	X			

E) The Board will review and consider the approval of the CARS Spring Release Application. The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various federal programs to county offices, school districts, and direct-funded charter schools throughout California.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			
Chris Johnston		X	X			

F) The Board will review, discuss, and consider approving the new 2026-2027 salary schedule. The adopted budget reflects this change with sustainability, and the new salary schedule includes the new job descriptions approved. This also includes the new longevity and higher degree stipends.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			

Chris Johnston

X

G) The Board will review and consider the approval of the Board Resolution of the current TK Teacher placement. The Board and Executive Director determine that the following teachers possess professional experience in a classroom setting with preschool-age children meeting the criteria established by the Board that is comparable to the 24 units of education described in Education Code Section 48000(g)(4)(A). Employee Numbers(s): 171, 153, 181, 152, 135, 154

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			
Chris Johnston		X	X			

H) The Board will review, discuss, and consider approving the Director of Operations over contract days payout. The board will consider paying out any over-contract days (unused vacation days) within the Director of Operations Time Sheet up to 10 days.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			
Chris Johnston		X	X			

I) The board will review, discuss, and consider approving the updated Arizona State University (ASU) agreement. This agreement is designed to allow our students to do dual enrollment between ASU and Peak Prep.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Chris Johnston						

Moving this item to future meeting

U

Approved as modified to exclude crossed out portion

J) The Board will review and consider the approval of the Prop 28 Music & Arts Grant Line Item in ^{Report} ~~Adopted Budget~~ including ~~Form A~~. This is a revision of Prop 28 Music & Arts Grant line item. In addition, there was a slight change to the Form A; however, it doesn't impact the bottom line of the adopted budget.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			
Chris Johnston		X	X			

Approved as modified to exclude crossed out portion

K) The Board will review, discuss, and consider approving the annual year-end Board Resolutions and Resolution Memo. Designed to provide authorization for ~~Business Service Authority~~ ^{Peak Prep} to make standard financial transactions ~~on behalf of Peak Prep~~.

- a. Certification of Signatures for the Fiscal Year 2026-27
- b. Resolution 26-04; Authorization to Allow Appropriation/Budget Transfers; Fiscal Year 2026-27
- c. Resolution 26-03; Appropriation of the Ending Balance to a Reserve Resolution 26-02;
- d. Authorization for the Ventura County Office of Education to Make Budget Transfer

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			
Chris Johnston		X	X			

L) The board will review, discuss, and consider approving the Renaissance agreement. This agreement includes supplemental instructional resources and internal assessments to support internal verified data.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			
Chris Johnston		X	X			

M) **The board will review, discuss, and consider approving the updated Instructional Funds Policy.** This builds off our current policy and updates it to include additional programs.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			
Chris Johnston		X	X			

N) **The board will review, discuss, and consider approving the updated Professional Boundaries and Safe Environment Policy (Senate Bill 848).** Peak Prep Pleasant Valley (“PPPV”) establishes this Professional Boundaries and Safe Environment Policy to ensure that PPPV remains a safe and nurturing educational and work environment that fosters student learning and engagement and is free of corporal punishment, violence, and sexual offenses. This policy is adopted pursuant to California Education Code section 32100, which requires governing bodies of charter schools to adopt written policies that promote safe environments for pupil learning and engagement.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			
Chris Johnston		X	X			

O) **The Board shall review, discuss, and consider approving the new job descriptions and salary schedules.** With the growth of our school and needs, these positions will help with additional support and aligns with our LCAP, budget and needs of the school.

1) Policy Program Specialist (26-27 school year)

Bob Rust - Motion
Chris Johnston - Second
All 3 = Yes

P) **The Board will review, discuss, and consider the approval of the Form 990.** Form 990 is a yearly non-profit tax form that is submitted by our auditors on behalf of Peak Prep. Tax-exempt organizations, nonexempt charitable trusts, and section 527 political organizations file Form 990 to provide the IRS with the information required by section 6033

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			
Chris Johnston		X	X			

Q) The Board will review, discuss, and consider approving the updated Pleasant Valley School District (PVSD) and Peak Prep Pleasant Valley (Peak Prep) Memorandum of Understanding (MOU) These MOU's are agreements between PVSD and Peak Prep for services provided at our Learning Center:

- 1) MOU for Nursing Services—For emergencies and/or nursing needs while a student is at Learning Center and/or Vision and Hearing/
- 2) MOU for Administrative Services—For emergencies/pressing issues that would require an administrative support onsite.
- 3) MOU for updated facilities. –Rental agreement for the 26-27 school year.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			
Chris Johnston		X	X			

R) The Board shall review, discuss, and consider approving the new Extreme Weather Policy. California charter schools should begin preparing for new extreme weather policy requirements taking effect this summer. Under Education Code section 33355, school districts, county offices of education, and charter schools must develop, adopt, and implement protocols for extreme weather conditions by **July 1, 2026**. The new requirements apply to outdoor student physical activities, including physical education, school-sponsored sports, and athletic practices and games. The purpose is to ensure schools have clear procedures for modifying or canceling outdoor activities when weather conditions may pose a risk to student health or safety.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			
Chris Johnston		X	X			

S) The Board shall review, discuss, and consider approving the new School Pathways Student Information System (SIS) agreement. This is our current SIS and updated for the new school year. It is part of our adopted budget and annual renewal.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			

Chris Johnston		X	X			
----------------	--	---	---	--	--	--

V. Closed Session

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code section 54957(b)(1).): Executive Director

V. Board Members Remarks and Announcements

VI. ADJOURNMENT

MOTION FOR ADJOURNMENT Motion to Adjourn

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			
Chris Johnston		X	X			

Adjourned at 6:01 PM



Strived.io

Quote + Scope of Work + Master Services Agreement

Prepared For
Peak Prep Pleasant Valley Charter School

Prepared By
Strived.io

Date
May 15, 2026

Contract Term
July 1, 2026 – June 30, 2027

Investment Summary

Component	Amount
One-Time Data Integrations (Discounted from \$7,500)	\$6,500
AI Intelligence Layer	\$3,000
Teacher Intelligence Platform	\$14,000
Principal & Admin Intelligence Platform	\$9,000
Implementation & Onboarding	\$2,500
Total Annual Investment	\$35,000

Included in Agreement

- 63 total staff users
- 860 student profiles
- Integrations for School Pathways, Bright Thinker, Edgenuity, Stride/Canvas, Acellus, i-Ready, IXL, and N2Y
- Three professional development sessions included
- Monthly data review meetings
- Ongoing support and platform updates



Strived.io

EXHIBIT A — Services & Scope of Work

Client: Peak Prep Pleasant Valley Charter School

Term: July 1, 2026 – June 30, 2027

1. Data Integration Services

Strived will support integration and syncing of School Pathways, Bright Thinker, Edgenuity, Stride/Canvas, Acellus, i-Ready, IXL, and N2Y where access is provided by School.

2. AI Intelligence Layer

Strived will configure the platform around the School's instructional priorities, accountability goals, MTSS frameworks, attendance and engagement definitions, independent study workflows, and operational context.

3. Platform Access

Access will be provided for 49 teacher users, 7 principal users, and 7 administrator users. The platform includes unified student intelligence profiles, intervention workflows, leadership dashboards, and cross-system visibility.

4. Implementation & Support

Strived will provide onboarding support, three professional development sessions during the contract term, monthly data review meetings, and ongoing technical support.

Total Annual Fee: \$35,000 **Payment Terms:** Net 30



Strived.io

Master Services Agreement

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into effective as of April 19, 2024 (“Effective Date”), by and between Strived Co, a California public benefit corporation with its principal place of business at 2332 Harding Terrace, Davis CA 95616 (“Strived”) and the undersigned school (“School”). Strived and School may be referred to in this Agreement, individually, as “Party” and collectively, as “Parties.”

- A. Strived is developing and offers a cloud-based AI-informed teacher support tool, Strived, that receives student data and engages teachers with natural-language inquiries to provide teaching solutions, leading to better and more efficient student outcomes (“Platform”); and
- B. School desires to use the Platform with its teachers, leaders, and staff to improve instruction.

Now, therefore, in consideration of the mutual covenants, promises and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Strived and School agree as follows:

1. Definitions. The capitalized terms used in this Agreement shall have the meanings defined below.

1.1 “Authorized Users” means the Licensed Users.

1.2 “Anonymous Data” means information that has all direct and indirect personal identifiers removed such that the data cannot reasonably be used to identify or contact a student or other user. This includes, but is not limited to, removing persistent unique identifiers, name, ID numbers, date of birth, and school ID. Anonymous Data may also include other forms of anonymous or aggregated data such as (but not limited to) usage data, statistical data, correlations, and other metadata.

1.3 “Education Records” shall have the meaning therefor under FERPA cited as 20 U.S.C. §1232g(a)(4).

1.4 “FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g.

1.5 “Licensed User” means a teacher, employee, official, agent of School.

1.6 “Personally Identifiable Information” or “PII” means data that can be used to identify or contact a particular individual, such as the individual’s name, email address or billing information, or other data which can be reasonably linked to that data or to that individual’s



Strived.io

specific computer or device. PII includes, without limitation, at least the following: first and last name, home address, telephone number, email address, discipline records, test results, special education data, juvenile dependency records grades, evaluations, criminal records, medical records, health records, social security number, biometric information, disabilities socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, videos.

1.7 “School Data” means any Student Data that School or any of its Authorized Users enters into the Platform or has entered on its behalf.

1.8 “School Official” means, for the purposes of this Agreement and pursuant to 34 CFR §99.31 (B), a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of Education Records; and (3) is subject to 34 CFR §99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

1.9 “Services” means hosting and providing access to the Platform.

1.10 “Student Data” means any data, whether gathered by Strived or provided by School or Authorized Users or from online programs, that is directly related to a School student including, but not limited to, information in the student’s Educational Record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall include student login credentials, passwords, student user authentication tokens or security devices used for student Platform or infrastructure access. Student Data shall not include Anonymous Data.

2. Services. Subject to the terms and conditions of this Agreement, Strived agrees to provide the Services to School, on a subscription fee basis and as set forth in Exhibit A subject to discussion in the upcoming school year, Partnership Proposal.

3. License; Intellectual Property Rights.

3.1 Grant. During the Term, Strived hereby grants to School, subject to all the terms and conditions of this Agreement, a non-exclusive, non-transferable, non-sublicenseable limited right to access and use the Platform via the Internet through its Authorized Users solely for School business, educational, instructional, operational, and administrative purposes in connection with the Services provided under this Agreement.



3.2 License Restrictions. School shall not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services; (ii) modify, translate, or create derivative works of the Services; (iii) rent, lease, distribute, sell, resell, assign or otherwise transfer the rights to use the Services; (iv) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) remove any proprietary notices from the Services; (vi) publish or disclose to third parties any evaluation of the Services without Strived's prior written consent; or (vii) create any link to the Services or frame or mirror the content contained on, or accessible from, the Services. Notwithstanding the foregoing, School's third-party contractors may access and use the Services and the Platform solely for School's business purposes, and School may disclose to any such third-party contractors any evaluation of the Services without Strived's prior written consent.

3.3 Strived's Rights. Without limiting any other right or remedy available to Strived, Strived may restrict or suspend any Authorized User's access to the Services and Platform and/or delete, edit, or remove the relevant School Data, following written notice to School and reasonable opportunity for School to cure, if Strived considers that the School (including any of its Authorized Users) has:

- (a) undermined, or attempted to undermine, the security or integrity of the Services, Platform or any underlying systems;
- (b) used, or attempted to use, the Services or Platform for improper purposes or in a manner, other than for normal operational purposes, that materially reduces the operational performance of the Services and the Platform;
- (c) transmitted, inputted or stored any School Data that breaches or may breach this Agreement or any third party right (including intellectual property rights and privacy rights); or
- (d) otherwise materially breached the Agreement.

Strived shall bear no responsibility or liability for any damages or claims resulting from or in connection with such actions.

3.4 Intellectual Property Rights. Strived retains all rights, title, and interest in and to the Platform, the Services and to all intellectual property rights therein. School shall have no license under Strived's intellectual property rights related to the Services and Platform, except as expressly provided in this Agreement. School may from time to time submit comments, questions, suggestions or other feedback ("Feedback") to Strived about the Platform or Services. Strived may use and exploit all Feedback without any payment to School for any purpose.



4. Financial Provisions.

4.1 Platform Fees; Payments. During the Term, and subject to the terms and conditions of this Agreement, School shall pay to Strived the Fees for the Services. With this invoice, Strived calculates the total Fees due for the Term and shall issue an invoice to School setting forth such total Fees. School shall pay such Fees within thirty (30) days from the date of Strived's invoice.

4.2 Taxes and Interest. School shall be responsible for any taxes applicable to Strived's provision or School's receipt and use of Services or as otherwise applicable to School in this Agreement. In no event shall School be responsible for any taxes based on the net income of Strived.

5. Passwords; Security; School Data.

5.1 Passwords. Strived shall issue to School, or shall authorize a School administrator to issue, a password for each Authorized User to use School's account. School is responsible for maintaining the confidentiality of all usernames and passwords and for ensuring that each username and password is used only by the Authorized User. School is solely responsible for any and all usage of the Services or activities on the Platform resulting from access to the Services or the Platform through the use of School's usernames and passwords. School agrees to promptly notify Strived of any unauthorized use of the School's account, School Data or any other breach of security known to School. Strived shall maintain School passwords as confidential and not disclose them to third parties. School will assist Strived in any efforts by Strived to investigate and respond to any unauthorized access.

5.2 Security. Strived will employ commercially reasonable security precautions to prevent unauthorized access to the Platform and School Data. At all times during the Term, Strived shall collect, store, use and maintain School Data in compliance with all applicable state laws of the jurisdiction in which School is located and federal laws and regulations pertaining to data privacy and security, applicable to Strived in providing the Services to School. In no event shall Strived implement less than a reasonable level of information security for the confidentiality, integrity, and availability of the School Data.

5.3 School Data.

(a) Strived is assisting School in its evaluation of the Platform and to improve instruction consistent with the FERPA disclosure exemption set forth in 34 CFR § 99.31(a)(6)(i)(C), and in a manner consistent with Strived's status as a for-profit institution.

(b) School shall provide School Data for the purposes of the Agreement in compliance with any applicable state or federal laws and regulations (including FERPA) pertaining to data privacy and security applicable to School.



Strived.io

- (c) School grants to Strived a non-exclusive, non-transferrable, worldwide, terminable at-will, royalty-free license, for the Term, to use School Data solely to the extent necessary to provide the Services to School and to host School Data under this Agreement or as otherwise allowable under applicable law. As between Strived and School, School shall own all School Data. Except as permitted by the Agreement, Strived will not edit, delete, or disclose the contents of School Data unless authorized by School or unless Strived is required to do so by law.
- (d) For the purposes of FERPA, to the extent Personally Identifiable Information from Education Records are transmitted to Strived from School, Strived shall be considered a School Official with a legitimate educational interest, under the direct control of the Schools as it pertains to the use of Education Records notwithstanding the above. Strived shall not use Personally Identifiable Information from School Data for any purpose other than as explicitly specified in this Agreement.
- (e) Strived shall comply with all state and federal laws and regulations related to privacy and security and applicable to Schools and/or Strived in providing the Services to School.
- (f) School is responsible for the accuracy, quality, integrity, and legality of all School Data, and Strived assumes no responsibility for the deletion, correction, destruction, loss, infringement, or failure of the SaaS Services to store any School Data that is caused other than by the negligence of Strived or the breach of its obligations under this Agreement. School shall comply with all applicable state and federal laws in providing School Data to Strived. School represents, warrants, and covenants that School: (i) has the right to provide School Data to Strived ip; (ii) has obtained all consents needed to provide School Data hereunder; and (iii) has the right and has obtained all necessary consents needed to permit Strived to access student data from third party online programs. .

5.4 Authorized Use. Student Data shared pursuant to the Agreement, including persistent unique identifiers that are personally identifiable, shall be used for no purpose other than the Services and for the uses set forth in the Agreement and/or as otherwise legally permissible. The foregoing limitation does not apply to any Anonymous Data.

5.5 No Disclosure. Strived shall not disclose any Student Data obtained under the Agreement in a manner that directly identifies an individual student to any other entity except as authorized by this Agreement, or as required by law. Strived will not sell Student Data. Additionally, Strived will not disclose, trade, or transfer School Data to any third parties, except with the prior written consent of the School. The prohibition on disclosing, trading, or transferring School Data does not apply to the access to or disclosure of School Data (a) to School, (b) to authorized Licensed Users, (c) as authorized by a Licensed Users or eligible Student User, (d) as permitted by law; and (e) service providers engaged by Strived to provide Services.



Strived.io

5.6 **Anonymous Data.** Strived may create Anonymous Data based on Student Data, School Data, and other information and data processed by its services. Strived may use Anonymous Data for any lawful purpose including, but not limited to, operating and improving the Services, forming correlations, integrating machine learning, and providing performance and recommendation feedback. Strived shall own all Anonymous Data. Strived shall not attempt or assist any third party to re-identify Anonymous Data. If Strived wishes to use Anonymous Data in a manner that identifies School, including, without limitation, publication purposes, it shall obtain the School's prior written consent before proceeding.

5.7 **Disposition of School Data.** Upon School's written request, Strived shall transfer, dispose of, or delete all Personally Identifiable Information contained in School Data within sixty (60) days following the written request, or as required by law, and according to a schedule and procedure as Strived and the School may reasonably agree. Upon termination of the Agreement, if no written request is received, Strived shall dispose of or delete all Personally Identifiable Information contained in School Data, after providing the School with reasonable prior notice, at the earliest of (a) when it is no longer needed for the purpose for which it was obtained or (b) as required by applicable law. The duty hereunder to dispose of School Data shall not extend to Anonymous Data or to Student Data that is not School Data (which shall be governed by separate agreements with the providers thereof).

5.8 **Access to Data.** Strived shall make School Data in its possession available to School within ten (10) days of a written request by School. Strived shall not, without the express prior written consent of School: (i) distribute, repurpose, or share School Data or PII with any partner systems not used for providing Services to School; (ii) use PII or any portion thereof to inform, influence, or guide marketing or advertising efforts or to develop a profile of a student or group of students for commercial purposes; (iii) use any PII for any other purpose other than in connection with the Services provided to School; or (iv) engage in targeted advertising, based on the School Data collected from School.

5.9 **Data Breach.** In the event that Strived becomes aware of an unauthorized disclosure of or access to Student Data, Strived shall provide notice to the School without undue delay or as required by the applicable state law. Unless otherwise required by the applicable law, such notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

6. School Obligations.

6.1 **Hardware and Network Services.** School is responsible for obtaining and maintaining all computer hardware, software, communications equipment and communications network services needed to access the Services, and for paying all third-party access charges (e.g., ISP, telecommunications) incurred while using the Services.



6.2 Conduct. School shall, and shall ensure that all Authorized Users shall: (i) abide by all local, state, national and international laws and regulations applicable to School's use of the Services; (ii) not knowingly upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Services; (iii) not use the Services for illegal purposes; (iv) not post, promote or transmit through the Services any unlawful, harassing, libelous, abusive, threatening, vulgar, obscene or hateful materials of any kind or nature; and (v) comply with all regulations, policies and procedures of networks connected to the Services. School is responsible for obtaining any and all licenses or rights necessary for the use of such School Data in and with the Services.

6.3 Compliance with End-User Agreement. The School's use of the Services must be in compliance with this Agreement and the School will take steps reasonably calculated to ensure that all of its Authorized Users comply with the terms and conditions of the end-user agreement published on the Platform ("End-User Agreement"), and where applicable this Agreement. School acknowledges and agrees that it shall assert no claim against Strived related to content shared by its Authorized Users on the Services and that Strived is not responsible for any such content.

7. Indemnification and Disclaimer.

7.1 Indemnification. Each Party shall indemnify and hold the other Party harmless against and from any and all liability, claims, losses, damage and reasonable expenses, of any nature or kind, including attorney fees, arising out of (a) the indemnifying Party's gross negligence or willful misconduct; or (b) a claim or allegation by a third party that any materials provided by the indemnifying Party infringe the intellectual property, proprietary, or privacy rights of that third party or that the indemnifying Party did not have the right to provide such materials; or (c) a breach of applicable laws by indemnifying Party, including, without limitation, laws relating to privacy; provided that the Party being indemnified give the indemnifying Party (i) prompt notice of a claim; (ii) sole control of the defense or settlement of the claim; and (iii) any assistance requested at indemnifying Party's expense.

7.2 Insurance. Each Party shall provide the other party with proof of a Cyber Insurance Policy or Endorsement to its General Liability policy providing liability coverage of \$1,000,000 per occurrence.

7.3 Warranty Disclaimer. USE OF THE SERVICES IS ENTIRELY AT THE RISK OF SCHOOL. THE SERVICES, PLATFORM, AND ANY ASSOCIATED STRIVED TECHNOLOGY OR CONTENT ARE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, AND STRIVED EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.



Strived.io

7.4 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFITS OR REVENUE, LOST BUSINESS, AND LOST DATA OR GOODWILL ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. EXCEPT IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL STRIVED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY SCHOOL.

8. Term and Termination.

8.1 Term. This Agreement shall run from the Effective Date and shall remain in force for the 2026-2027 school year, unless terminated in accordance with the terms of this Agreement ("Term").

8.2 Termination for Cause. Either Party may terminate this Agreement by written notice to the other Party in the event that such other Party breaches this Agreement and does not materially cure such breach within ten (10) days of such notice. Further, this Agreement shall terminate immediately if a Party (i) appoints (or has appointed) a receiver, (ii) makes a general assignment for the benefit of its creditors, (iii) commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law which proceedings are not dismissed within sixty (60) days, (iv) is liquidated or dissolved, or (v) ceases to do business or otherwise terminates its business operations.

8.3 Effect of Termination. Upon termination of this Agreement: (i) all licenses, rights, and obligation to provide services shall immediately terminate; (ii) School shall immediately discontinue use of the Services; (iii) School shall purge, destroy, and delete all copies of files related to the Services from its computer systems, storage media, and other files and facilities; and (iv) School shall return to Strived such information not otherwise destroyed.

9. Miscellaneous.

9.1 Assignment. School may not assign, transfer (voluntarily or involuntarily, by operation of law, judicial decree or otherwise), delegate, or subcontract any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of Strived.

9.2 Independent Contractors. The relationship between the Parties created by this Agreement is that of independent contractors and not partners, joint venturers, agents or employees.



Strived.io

9.3 **Modification and Waiver.** No modification of this Agreement and no waiver of any breach of this Agreement will be effective unless in writing and signed by an authorized representative of the Party against whom enforcement is sought. No waiver of any breach of this Agreement and no course of dealing between the Parties will be construed as a waiver of any subsequent breach of this Agreement.

9.4 **Severability.** The provisions of this Agreement are severable. If any provision of such is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions will in no way be affected or impaired thereby.

9.5 **Interpretation.** Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be interpreted or construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement. Whenever the words “include” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.”

9.6 **Governing Law.** This Agreement and the rights and obligations of the Parties hereunder are to be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed wholly within Delaware, without regard to choice or conflict of laws rules.

9.7 **Dispute Resolution.** In the event of any controversy or claim arising out of or relating to any provision of this Agreement or the breach hereof, the Parties shall try to settle such conflicts amicably between themselves via informal dispute resolution. Any conflict which the Parties are unable to resolve informally through dispute resolution within ten (10) business days, shall be referred to and settled through binding arbitration conducted in accordance with the rules of the American Arbitration Association. Such arbitration shall be conducted in Kent County, Delaware, and shall consist of one arbitrator. The Parties shall equally share the cost of such arbitration.

9.8 **Marketing.** School grants to Strived the right to identify School as a participant in its programs and user of the Platform, subject to School’s branding and name guidelines. Strived shall also have the right, consistent with scientific standards, to publish, present, or use the results Strived has gained in the course of the evaluation under this Agreement provided that no PII of School is used and no students are identified. Except as expressly provided herein, neither Party will use any of the trademarks, service marks, trade names, trade dress, logos or the name of the other Party in any way including, without limitation, in any advertising or promotional materials.

9.9 **Force Majeure.** Neither Party will be liable by reason of any failure or delay in the performance of its obligations herein due to labor conditions, shortages, pandemic, fire, flood, storm, earthquake or other natural disaster, explosion, war or unrest, governmental action, terrorism or threat of terrorism, or other cause beyond such Party’s reasonable control.



9.10 Headings. Section headings are inserted only for convenience and are not to be considered a part of this Agreement or be used to define, limit, or construe the scope of any term or provision of this Agreement.

9.11 Entire Understanding. Further, the Parties agree that the Recitals contained herein are specifically incorporated into the Agreement by this reference. The Parties agree that this Agreement constitutes the exclusive and entire agreement between the Parties with respect to its subject matter and, as of its date, supersedes all prior or contemporaneous agreements, negotiations, representations, and proposals, written or oral, relating to its subject matter. Neither Party will be bound nor liable to the other Party for any representation, promise or inducement made by any agent or employee of the other Party that is not embodied in this Agreement.

9.12 Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[SIGNATURES ON NEXT PAGE]



Strived.io

IN WITNESS WHEREOF

The Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

STRIVED CO.

PEAK PREP PLEASANT VALLEY CHARTER SCHOOL

Shweta Gandhi
CEO, Strived Co.
Date: _____

Dr. Shalen Bishop
Executive Director
Date: _____

BYLAWS
OF
PEAK PREP PLEASANT VALLEY

A California Nonprofit Public Benefit Corporation

ARTICLE I
NAME

Section 1. NAME. The name of this corporation is Peak Prep Pleasant Valley (the “Corporation”).

ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of the Corporation is located at 600 Temple Ave, Camarillo, CA 93010, County of Ventura, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

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

ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Corporation Law of California ("Nonprofit Corporation Law") for public and charitable purposes. The specific purposes of the Corporation are to manage, guide, direct and promote Peak Prep Pleasant Valley, a California public charter school (the “Charter School”) authorized by the Pleasant Valley School District (the “District”). Also, in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a Corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by 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 distribution 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, rule of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. The Corporation's assets are irrevocably dedicated to public benefit purposes as set forth in the Charter School's Charter. 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 another public school that meets the requirements of Section III.A of IRS Notice 2015-07 for participation in a governmental plan under Section 414(d) of the Internal Revenue Code, or shall be distributed to the State of California, a political subdivision of the State, or an agency or instrumentality of the State or of a political subdivision of the State, for a public purpose.

ARTICLE VI CORPORATION WITHOUT MEMBERS

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

ARTICLE VII BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Non-Profit 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 (also known as the "Board"). 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:

1. Perform each of the powers and duties imposed on the Board under the Charter School's charter;
2. Perform any and all duties imposed on the Board collectively or individually by law or by these Bylaws;
3. Make and change policies, rules and regulations not inconsistent with law, or with these Bylaws, for the management and control of the Corporation and its affairs, and of its employees, and agents;
4. Lease, purchase, or otherwise acquire, in any lawful manner, any and all real and personal property, rights, or privileges deemed necessary or convenient for the conduct of the Corporation's purpose or mission;
5. Enter into agreements and contracts for any lawful purpose;
6. 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, the Charter School's charter, the Memorandum of Understanding Regarding Transition to Dependent Charter Status, and these bylaws; and fix their compensation.
7. Approve the annual budget and financial plan which shall be monitored and adjusted as necessary throughout the year;
8. Submit a final budget to the state pursuant to statute and regulation;
9. Cause to be kept a complete record of all the minutes, acts and proceedings of the Board;

10. Cause an annual inspection or audit of the accounts of the Corporation, as well as any other audits required by law, to be made by an accountant to be selected by the Board, showing in reasonable detail all of the assets, liabilities, revenues and expenses of the Corporation and its financial condition;
11. Ensure that the Corporation's money and assets are reasonably safeguarded against fraud, waste, and abuse and that Corporation's financial transactions are managed according to Generally Accepted Accounting Principles and any other applicable standards;
12. Ensure that the Corporation's financial position and performance meet all required performance framework metrics;
13. Set a proper tone at the top regarding ethical conduct in all matters concerning the Corporation;
14. Ensure ongoing evaluation of the Corporation and provide public accountability;
15. Oversee and manage the Charter School's operations consistent with the terms of its charter;
16. Uphold and enforce all laws related to charter school operations;
17. Ensure adequate funding for operation;
18. Provide appropriate assistance as to the solicitation of funds, receiving of grants, and overall fundraising needs of the Corporation;
19. Delegate the management of the activities of the Corporation to others, to the extent consistent with the Charter School's charter, so long as the affairs of the Corporation are managed, and its powers are exercised, under the Board's ultimate oversight and jurisdiction.

Section 3. DESIGNATED DIRECTORS AND TERMS.

- a. The Board will consist of five members, three of whom shall be appointed by the District, and two of whom shall be parents/guardians of current Charter School students.
 - i. The District shall adopt its own policies and procedures for filling its three Charter School Board seats. Only the District may remove its own members from the Peak Prep Board pursuant to its policies.
 - ii. The Charter School's Parent Advisory Council ("Advisory Council"), which shall be comprised of the Charter School Executive Director, Principal, a teacher, and four parents/guardians, shall adopt its own policies and procedures for the nomination and election of Charter School

parents/guardians to the two Board seats designated for Charter School parents/guardians. Parents/guardians may only be removed from Peak Prep's Board pursuant to the policies and procedures determined by the Advisory Council and the corporate bylaws. Notwithstanding the foregoing, during the 2022-23, 2023-24, and 2024-25 school years, while the Advisory Council is developed, Charter School's Executive Director shall appoint parent/guardians to the Charter School's 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; 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.

Section 5. DIRECTORS TERM. Each Director shall hold office for three (3) years, and may hold two consecutive terms.

Section 6 EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death or resignation of any Director; or (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.

Section 7. RESIGNATION OF DIRECTORS. Except as provided below, any Director may resign by giving written notice to the Chair of the Board, if any, or to the President or the Secretary of 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, a successor may be chosen to take office as of the date when the resignation becomes effective consistent with the procedures applicable to whether the resigning director is a District appointee or an Advisory Council appointee.

Section 8. REMOVAL OF DIRECTORS. A District appointee may be removed only by the District pursuant to its procedures, and an Advisory Council appointee may be removed only by the Advisory Council pursuant to its procedures.

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

Section 10. PLACE OF BOARD OF DIRECTORS MEETINGS. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Brown Act and Education Code Section 47604.1(c). All meetings shall be broadcast via a videoconferencing platform to ensure participation by the public.

Section 11. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in conference telephone, teleconference or other communication equipment meetings so long as the applicable requirements for teleconferencing in the Brown Act and Education Code Section 47604.1(c) are observed.

Section 12. ANNUAL AND REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held each month as calendared by the Board at its annual meeting, except that the Board may forgo a July meeting. The Board shall hold an annual for purposes of organization, election of officers, and transaction of other business. The Board may hold regular, special and emergency meetings. 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. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Brown Act and Education Code Section 47604.1(c).

Section 13. AUTHORITY TO CALL SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chair of the Board, if any, or a majority of the Board of Directors. If a Chair of the Board has not been elected, then the President and Chief Executive Officer is authorized to call a special meeting in place of the President of the Board.

Section 14. NOTICE OF SPECIAL OR EMERGENCY MEETINGS. In accordance with the Brown Act and Education Code Section 47604.1(c), 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. Notice of the time and place of special meetings shall be given to each Director by (a) personal delivery of written notice; (b) first-class mail, postage prepaid; (c) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate that notice promptly to the Director; (d) facsimile; (e) electronic mail; or (f) other electronic means. All such notices shall be given or sent to the Director's address, email or telephone number as shown on the Corporation's records and shall be sent with at least such notice as is required in accordance with the terms and provisions of the Brown Act.

Notice of the time and place of special meetings shall be given to all media who have provided written notice to the Charter School.

The notice shall state the time of the meeting, the place and the business to be transacted at the meeting.

All notice requirements will comply with the terms and provisions of the Brown Act.

Section 15. QUORUM. At least three out of five members present shall constitute a quorum for the transaction of any business except adjournment. Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present

shall be an act of the Board. The vote or abstention of each Board member present for each action taken shall be publicly reported.

Section 16. ADJOURNMENT. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 17. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation, for their services as Directors or officers, and only such reimbursement of expenses, as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 18. CREATION OF POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the Directors then in office, may create one or more committees, to serve at the pleasure of the Board. Committees may be structured so that they report to the Charter School Executive Director. 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) Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- (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 are not so amendable or subject to repeal; or
- (e) Create any other committees of the Board of Directors or appoint the members of committees of the Board;

The Board may also create one or more advisory committees composed of Directors and non-Directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings.

Section 19. 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 20 – CONFLICTS OF INTEREST. Directors shall not participate in Board discussions and decisions in which they are otherwise not able to discharge their fiduciary duties of loyalty and care to the Corporation and the Charter School. In addition to complying with the conflict of interest provisions applicable to nonprofit public benefit corporations as set forth in the Corporations Code, the Board shall comply with Government Code section 1090, et seq., the conflict of interest provisions of the Political Reform Act (“PRA”) as set forth in California Government Codes Section 87100 et seq. and any attendant regulations as they may be amended from time to time. The Board shall comply with any other provisions governing conflicts of interest

Section 21. NON-LIABILITY OF DIRECTORS. No Director shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 22. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Corporation and the Charter School operated by the Corporation and the Board of Directors shall comply with all applicable provisions of the Family Educational Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of the Corporation shall be a President, a Secretary, and a Chief Financial Officer. The Corporation, at the Board's direction, may also have a Chair of the Board and a Vice-Chair, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed by the Board.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President and the Chair 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. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the power of removal.

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. CHAIR OF THE BOARD. If a Chair of the Board of Directors is elected, he or she shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If there is no President, the Chair of the Board shall also be the chief executive officer and shall have the powers and duties of the president of the Corporation set forth in these bylaws. If a Chair of the Board of Directors is elected, there shall also be a Vice-Chair of the Board of Directors. In the absence of the Chair, the Vice-Chair shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the Chair of the Board, if any, and subject to the control of the Board, the President 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 contract, agreement, or job specification. The President shall preside at all members meetings and, in the absence of the chairman of the Board, or if none, at all Board of Directors meetings. The president shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. VICE-PRESIDENTS. If Vice-Presidents are appointed, and 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 11. SECRETARY. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board, and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; the names of persons 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 members, 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 by bylaws may require.

Section 12. CHIEF FINANCIAL OFFICER. The Chief Financial 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 Financial Officer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any Director at all reasonable times.

The Chief Financial Officer shall (i) 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; (ii) disburse the Corporation's funds as the Board of Directors may order; (iii) render to the President, Chair of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation; and (iv) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

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

ARTICLE IX CONTRACTS WITH DIRECTORS AND OFFICERS

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

ARTICLE X LOANS TO DIRECTORS AND OFFICERS

Section 1. LOANS TO DIRECTORS AND OFFICERS. The Corporation shall not lend any money or property to or guarantee the obligation of any Director or officer; provided, however, 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 XI INDEMNIFICATION

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

On written request to the Board of Directors by any person seeking indemnification under Corporations Code section 5238(b) or section 5238(c), the approval of such indemnification may be made by:

- (a) A majority vote of a quorum consisting of Directors who are not parties to such proceeding; or
- (b) The court in which such proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the Corporation.

ARTICLE XII INSURANCE

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

ARTICLE XIII MAINTENANCE OF CORPORATE RECORDS

Section 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 its Board and committees of the Board; and
- (b) Such reports and records as required by law.

ARTICLE XIV 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 member 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 member. 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.** The Corporation shall keep at its principal California office the original or a copy of the Article 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. If the Corporation has no business office in California, the Secretary shall, on the written request of any Director, furnish to that Director a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XV REQUIRED REPORTS

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

- (a) The assets and liabilities, including the trust funds, or the Corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- (d) The Corporation's expenses or disbursement for both general and restricted purposes;
- (e) Any information required under these bylaws; and
- (f) An independent accountant's report or, if none, the certificate of an authorized officer

of the Corporation that such statements were prepared without audit from the Corporation's books and records.

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

ARTICLE XVI EFFECTIVE DATES; AMENDMENTS

Section 1. EFFECTIVE DATE. These bylaws and any amendments shall become effective on July 1, 2022.

Section 2. 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 change any provisions of the charter governing the Charter School operated as or by the Corporation or make any provisions of these bylaws inconsistent with such charter, the Corporation's articles of incorporation, or any laws.