



Peak Prep Pleasant Valley

Board Meeting Agenda—Annual Board Meeting August 3rd, 2022 3:30pm

Teleconference Locations:

In accordance with Government Code Section 54953(e)(1)(B), if the Charter School Board of Directors determines, that meeting in person would present imminent risks to the health or safety of attendees and in pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing, the Charter school may hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Charter schools still need to comply with the timelines for posting agendas, including putting the agenda as a direct link on their website. The agenda must give notice of the means by which members of the public may observe and participate (e.g., conference call dial-in number, etc.). The agenda does not need to list the address from where each Board member will be calling in, agendas do not need to be posted at those locations, and the charter school does not need to make those locations accessible to the public or ensure that members of the public may address the body at those locations. A quorum of the Board does not need to participate from locations within the boundaries of the territory over which the charter school exercises jurisdiction. These changes only apply during the period in which state or local public health officials have imposed or recommended social distancing measures.

Virtual/Zoom meeting.

Topic: August 2022 Board Meeting

Time: Aug 3, 2022 03:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82231974690?pwd=WG12c0FpMmRYMER1OS9EVEhwS0lTUT09>

Meeting ID: 822 3197 4690

Passcode: PeakPrep

One tap mobile

+16469313860,,82231974690#,,,,*42913091# US

+19292056099,,82231974690#,,,,*42913091# US (New York)

Dial by your location

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

Meeting ID: 822 3197 4690

Passcode: 42913091

Find your local number: <https://us02web.zoom.us/j/keEb4Xl740>

Find your local number: <https://us02web.zoom.us/j/khsj9SFsa>

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 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 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.

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		
Carol Bjordahl		
Alana Miller		

C. Preliminary Action Item

Board findings pursuant to Government Code Section 54953(e)

The Charter School Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Carol Bjordahl						
Alana Miller						

D. 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						
Carol Bjordahl						
Alana Miller						

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. 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. 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 be presented through our zoom link to the meeting:
<https://us02web.zoom.us/j/82231974690?pwd=WG12c0FpMmRYMER1OS9EVEhwS0lTUT09>

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

III. Information, Discussion and Action items

- A) The Board will review, discuss and consider approving the updated Peak Bylaws.*** These updated Bylaws have been reviewed by legal and include changes to align with our partnership with Pleasant Valley School District.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Carol Bjordahl						
Alana Miller						

- B) Discussion on Appointment of Board Officers.*** The Board will discuss the officer roles provided for under the Bylaws and potential appointments thereunder.

- C) Action - Election of the President.*** The Board will nominate and elect a President of the Board.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Carol Bjordahl						
Alana Miller						

- D) Action - Election of the Secretary.*** The Board will nominate and elect a Secretary of the Board.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Carol Bjordahl						
Alana Miller						

E) Action – Election of the Chief Financial Officer. The Board will nominate and elect a Chief Financial Officer.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Carol Bjordahl						
Alana Miller						

F) Action Election of the Board Chair. The Board will nominate and elect a Board Chair.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Carol Bjordahl						
Alana Miller						

G) 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 July 1st, 2022 through July 31st, 2022 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 the July 1st, 2022 through July 31st, 2022 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 July 1st, 2022 through July 31st, 2022 Board Reports.

4. Approve Minutes from 6/27/2022 Board Meetings.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Carol Bjordahl						
Alana Miller						

H) Superintendent 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

I) The Board shall review, discuss and consider adoption of an Independent Study Policy in accordance with the requirements of Education Code Section 51747.

Our Independent Study Policy has been updated to align with the new trailer bill/independent study requirements that were passed over the summer. The policy must be board approved prior to claiming ADA.

In accordance with Section 11701 of Title 5 of the California Code of Regulations, setting policy pursuant to Education Code section 51747, the Board shall consider, in a public hearing, the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of pupils or adult education students. This policy shall reflect an awareness that excessive leniency in its terms can result in pupils falling so far behind their age peers as to increase, rather than decrease, the risk of their dropping out of school.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Carol Bjordahl						
Alana Miller						

J) The Board will Review, discuss and consider approving the Board Calendar.

These are the recommended regular scheduled board meetings for the 22-23 school year.

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

Bob Rust						
Carol Bjordahl						
Alana Miller						

K) The Board will review discuss and consider approving the PVSD Lease Agreement. Peak Prep has been leasing an office space from Pleasant Valley School District since 2020. It is Dr. Bishop's recommendation we continue leasing this space due to the value of the space, relationship, and need for an office.

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Carol Bjordahl						
Alana Miller						

IV. Board Members Remarks and Announcements

V. ADJOURNMENT

MOTION FOR ADJOURNMENT Motion to Adjourn

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Carol Bjordahl						
Alana Miller						

Adjourned at _____

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 a nonprofit fund, foundation, or association that is organized and operated exclusively for education, public, or charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3) or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said, court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VI CORPORATION WITHOUT MEMBERS

Section 1. CORPORATION WITHOUT MEMBERS. The Corporation shall have no 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.

Amended: _____

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Corporation, a California Nonprofit Public Benefit Corporation, that these Bylaws, consisting of [REDACTED] pages, are the Bylaws of the Corporation as amended by the Board of Directors on [REDACTED].

Executed on [REDACTED], at Camarillo, California.

Secretary

PEAK PREP PLEASANT VALLEY CHARTER SCHOOL

INDEPENDENT STUDY POLICY

Peak Prep Pleasant Valley Charter School (“Charter School”) offers independent study to meet the educational needs of pupils enrolled in the charter school. Independent study is an alternative education designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the Charter School Board for implementation at the Charter School:

1. For pupils in all grade levels and programs offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be 20 school days for students in grades K-12 (or the equivalent of each quarter).
2. The Executive Director or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
 - a. When any pupil fails to complete five (5) assignments during any period of twenty (20) school days for students in grades K-12.
 - b. In the event a student’s educational progress falls below satisfactory levels as determined by the Charter School’s Head of School or designee, who shall consider ALL of the following indicators:
 - i. The pupil’s achievement and engagement in the independent study program, as indicated by the pupil’s performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
 - ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - iii. Learning required concepts, as determined by the supervising teacher.
 - iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

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

3. The Charter School shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.
4. The Charter School has adopted tiered reengagement strategies for the following pupils:

- a. All pupils who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;
- b. Pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or
- c. Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

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

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

- c. For pupils in grades 9-12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows:
 - i. Virtual office hours or live instruction or intervention hour shall be provided daily by the supervising teacher
 - ii. Interventions and one-on-one tutoring shall be offered, as needed
- 6. The following plan shall be utilized to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days:
 - a. Within five instructional days of receipt of a family's written request to return their student to in-person instruction from independent study, the Charter School shall assist the family in transitioning their student to their school of residence.
- 7. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
 - a. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting his or her progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
 - b. The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work.
 - c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
 - d. A statement of the policies adopted herein, pursuant to Education Code Section 51747, subdivisions (a) and (b), regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - e. The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
 - f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.

- g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
- i. For a pupil participating in an independent study program that is scheduled for more than 14 school days, each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. Beginning in the 2022–23 school year, for a pupil participating in an independent study program that is scheduled for less than 15 school days, each written agreement shall be signed within 10 school days of the commencement of the first day of the pupil's enrollment in independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.
 - Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.
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8. The Charter School shall comply with the Education Code Sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.
9. The Executive Director may establish regulations to implement these policies in accordance with the law.



2022-2023
Regular Board Meetings

1. Wednesday, August 3rd—Annual Meeting—3:30pm
2. Wednesday, Sept 7th—4pm
3. Wednesday, Oct 5th—4pm
4. Wednesday, Nov 2nd—4pm
5. Wednesday, Dec 7th—4pm
6. Wednesday, Jan 4th—4pm
7. Wednesday, Feb 1st—4pm
8. Wednesday, March 1st—4pm
9. Wednesday, April 5th—4pm
10. Wednesday, May 3rd—4pm
11. Wednesday, June 7th—4pm
12. NO JULY MEETING
13. Wednesday, August 2nd 2023—Annual Meeting—3:30pm

Pleasant Valley School District
Real Property Lease Agreement

This Lease Agreement (the “Agreement”) is made and entered into this **July 1, 2022** by and between **Pleasant Valley School District**, a California Local Educational Agency (hereinafter referred to as “LEA”) and **Peak Prep Pleasant Valley** (hereinafter referred to as “Lessee.”) (collectively, LEA and Lessee are referred to as the Parties)

Recitals:

1. Whereas LEA owns property, located at **550 Temple Avenue, Camarillo, CA, 93010**, as more particularly described in Exhibit A (the Premises), suitable for the purposes of Lessee.
2. Whereas LEA desires to allow Lessee to use the Premises for such purposes on the terms and conditions hereinafter set forth.
3. Whereas Lessee desires to use the Premises as described herein for such purposes.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Lease of Premises.** Subject to the terms and conditions of this Lease, LEA hereby leases the Premises, as described in Exhibit A, attached hereto and incorporated herein by this reference, to Lessee. LEA shall at all times retain legal title to the Premises.
2. **Use of Premises.** Lessee will use Premises as more particularly described in Exhibit B, Use of Leased Premises, attached hereto and incorporated herein by this reference. Lessee warrants and represents that its use of the Premises will comply with applicable Federal, State and local laws, regulations, ordinances, codes and orders, including all health orders.
3. **Common Areas.** The Parties recognize that the leased Premises is located on property used by the LEA. As such, Lessee, as well as the LEA, will also have non-exclusive rights to use areas within the property designated as common space or areas, as more particularly described in Exhibit A, including, but not limited to, walkways, common restroom facilities, play areas, and parking spaces designated for the Premises (Common Area).

Lessee shall be responsible for any damage to the Common Areas caused by its officers, agents, employees, volunteers, attendees, or guests and shall reimburse the LEA for any costs incurred to repair such damage, to be determined and charged at the sole discretion of the LEA. Lessee understands that access to the Common Areas is not guaranteed as access is shared with the LEA and access may be limited periodically for repair, cleaning, or restoration, at the LEA’s discretion.

4. **Employees, Participants, and Guests.**
 - a. Lessee is authorized to allow the following persons to enter the Premises for purposes of Lessee’s operations (collectively Lessee Personnel):
 - 1) Staff employees conducting Lessee operations, cleaning the Premises, and making repairs authorized by this agreement,

- 2) Participants of lessee operations,
 - 3) Contractors and vendors as may be hired by Lessee,
 - 4) Other guests reasonably related to the operations of Lessee.
- b. Lessee shall remain solely responsible for any and all actions by Lessee Personnel and shall indemnify the LEA in accordance with section 29 for any and all claims, demands, monetary or other losses, loss of use, damages and expenses.
5. **Equipment, supplies, and Property.** Lessee may store and maintain any equipment, supplies or property related to the operations of Lessee on the Premises. Lessee shall remain solely responsible for any equipment, supplies or property and shall indemnify the LEA in accordance with section 29 for any and all claims, demands, monetary or other losses, loss of use, damages and expenses.
6. **Term of Lease.** The term of this Agreement shall commence on **September 1, 2022** and terminate on **June 30, 2023**, unless extended or earlier terminated as provided herein.
7. **Option to Renew.** Lessee may have the right to renew the Lease with a total of three (3) renewal periods with each term being one (1) year which may be exercised by giving written notice to the LEA no less than 60 days prior to the expiration of the Lease or renewal period.
8. **Rent Payment.** The annual payment is **Three Thousand Two Hundred Ninety-Seven dollars (\$3,297.)**. The monthly payment shall be **Three Hundred Thirty dollars (\$330.)** for ten (10) payments, payable monthly with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the **1st** day of each month ("Rent"). Rent payment for any period during the term herein, which is for less than 1 month shall be a pro-rata portion of the monthly rent.
9. **Termination or Amendment.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement and may be terminated by either party for any reason by giving the other party 90 days advance written notice. Rent payment for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God or other events beyond the reasonable control of the applicable party. Such events include, but are not limited to, natural disasters, power outages, acts of terrorism, acts of war, civil unrest or riots, labor disputes, government orders, epidemics, pandemics quarantines, or equipment failure. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
10. **Holding Over.** Any holding over by Lessee after the expiration of the Initial Term (if not extended) or the last Extended Term exercised will be deemed a month-to-month tenancy upon the same terms and conditions as set forth in this Lease; provided, however, that the amount of Rent owed by Lessee to LEA during any holdover month shall be equal to one

hundred fifty percent (150%) of the Rent in effect at the expiration of the Initial Term (if not extended) or the last Extended Term.

11. **Surrender.** Lessee will, after the last day of the term of any extension thereof or upon any earlier termination of such term, surrender and yield up to LEA the Premises in good order, condition and state of repair, reasonable wear and tear and damage by fire or other casualty excepted.
12. **Expenses.** It is the intention of the Parties that this Lease be considered a "Gross Lease" and as such, the Base Rent is the entirety of the monthly rent. Therefore, the Lessee is not obligated to pay any additional expenses which includes utilities, custodial expenses, real estate taxes, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The LEA shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The parking area shall be maintained by the LEA including the removal of any environmental hazards as well as the grounds and lands surrounding the Premises.

Lessee will pay for telephone or telecommunications as may be required in the operation and use of the Premises.

13. **Default And Possession:** In the event that the Lessee shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the LEA may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the LEA as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the LEA shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the LEA in violation of its security interest in said items of personal property. Furthermore, in the event of default, the LEA may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or improvements of the Lessee, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the LEA may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.
14. **Sublet or Assignment.** The Lessee may not transfer or assign this Agreement, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the LEA.

Nothing contained herein shall prevent Lessee from employing independent associates, contractors, and consultants as Lessee may deem appropriate to assist in the performance of operations of Lessee. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the LEA, in its sole discretion, to terminate the Agreement.

15. **Alterations.** Lessee will not make or allow any alterations, installations, additions, or improvements in or to the Premises without LEA's prior written consent, which may be withheld in LEA's sole discretion.

16. **Obligations of Lessee**

- a. The Lessee shall provide all materials, furnishings, and equipment necessary for the use of the Premises. Lessee is responsible for all costs associated with such materials, furnishings, and equipment.
- b. The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Lessee shall also be responsible for all minor repairs and maintenance of the Premises, particularly those items which need immediate attention and which the Lessees, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.
- c. In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their officers, agents, employees, volunteers, attendees, guests, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the LEA, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.
- d. The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Agreement, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or officers, agents, employees, volunteers, attendees, guests, or any independent contractors. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred

to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

- e. At all times during Lessee's use of the Premises, Lessee shall provide personnel responsible for monitoring the Premises to:
 - 1) Ensure no unauthorized person enter the Premises,
 - 2) Prevent any unauthorized activities or illegal actions from occurring on the Premises, and
 - 3) Protect the condition of the Premises.
- f. Lessee agrees to comply with and observe all provisions of the California Education Code, California Vehicle Code, California Code of Regulations, Federal Code of Regulations and all other applicable laws, rules, regulations, and public health orders as prescribed by the United States Government and the State Department of Public Health, County Department of Public Health, Governor or other state and local agencies related to schools, and operations of Lessee in the use of the Premises, including school reopening plans adopted by the LEA. Lessee will, at its own cost and expense, review, follow and implement safety and health measures as part of school reopening or operations planning, including, but not limited to, social distancing, masks and sanitization of the Premises.

- 17. **Compliance with Laws.** In addition to section 16.e., Lessee hereby agrees that Lessee, officers, agents, employees, and subcontractors of Lessee shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.
- 18. **Non-Discrimination and Equal Opportunity.** Lessee represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.
- 19. **Licenses and Permits.** A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the LEA and/or their agents or any local, state, or federal officials upon demand.
- 20. **Legal Restrictions.**
 - a. No drugs, alcohol, tobacco products, e-cigarettes, or vape products are allowed on the Premises at any time.
 - b. The carrying of weapons is not allowed on the Premises except by on-duty, sworn law enforcement personnel.
 - c. No device with produces flames, sparks, smoke, or explosions is allowed on the Premises without prior written permission of the LEA, which may be withheld in LEA's sole discretion, and appropriate safety measures and permits are in place.

- d. LEA reserves the right to remove any person or persons at any time from the Premises that LEA deems, in its sole discretion, to be unruly or a threat to the safety, welfare or security of the Premises or LEA personnel.

21. **Hazardous Materials.**

- a. During the term of this Agreement or extension thereof, Lessee shall not use or cause to be used any hazardous or toxic substances or materials, otherwise store, or dispose of any such substances on the Premises without prior written permission from LEA, which may be withheld in LEA's sole discretion.
- b. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of Lessee's operations such as office supplies and cleaning supplies. Such supplies shall be used in compliance with any applicable laws, regulations, and LEA policies.
 - 1) All disinfecting supplies shall be used in compliance with the Healthy Schools Act, California *Education Code* sections 17608 et seq.

22. **Quiet Enjoyment.** LEA represents and warrants that LEA has legal right to possession of the Premises and the power and the right to enter into this Lease and that Lessee, upon the faithful performance of all of the terms, conditions and obligations of Lessee contained in this Lease, will peaceably and quietly hold and enjoy the Premises upon the terms, covenants and conditions set forth in this Lease throughout the term of this Lease and any extensions thereof.

23. **Condition of Premises/Inspection by Lessee:** The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this Agreement that the Premises are in good condition and comply in all respects with the requirements of this Agreement. Furthermore, the LEA makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the LEA shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

24. **Right of Entry:** It is agreed and understood that the LEA and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the LEA under the terms of this Agreement or as may be deemed necessary with respect to the inspection, maintenance, or repair of the Premises.

25. **Notices.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:

shall the LEA's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

28. **Indemnification.** To the fullest extent permitted by law, Lessee agrees to defend, indemnify, and hold harmless LEA, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Lessee or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Lessee, whether such act or omission is authorized by this Agreement or not. Lessee also agrees to pay for any and all damage to the real and personal property of the LEA, or loss or theft of such property, or damage to the Property done or caused by such persons. LEA assumes no responsibility whatsoever for any property placed on LEA premises by Lessee, Lessee's agents, employees, participants, vendors, customers or subcontractors. Lessee further hereby waives any and all rights of subrogation that it may have against the LEA. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the LEA or any of its governing board, officers, agents, employees and/or volunteers.

29. **Insurance.** Lessee, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Lessee shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Use of Leased Premises	\$ 2,000,000.00	\$ 4,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Lessee in connection with the Facilities described in this Agreement shall maintain such insurance unless the Lessee's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Lessee shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Lessee shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Lessee shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Lessee shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Lessee's Workers' Compensation Insurance.

- d. Property Insurance. Lessee shall procure and maintain, during the term of this Agreement, Property Insurance against all risks of loss, including but not limited to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause to any Lessee personal property, fixtures, equipment, inventory and vehicles, at full replacement cost with no coinsurance penalty provision.
- e. Other Coverage as Dictated by the LEA. Lessee shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00

- f. If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the LEA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LEA.
- g. Lessee's insurance is primary and will not seek contribution from any other insurance available to the LEA.
- h. Certificates of Insurance. Lessee shall provide certificates of insurance to the LEA, with LEA as certificate holder, as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the LEA, and at any other time upon the request of the LEA. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the LEA on or before commencement of the Lease under this Agreement.
- i. Endorsements. Lessee's and any and all Lessee subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the LEA, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the LEA.
 - 1) General Liability
 - ☐ Use of Leased Premises: CG 20 11 10 01;
 - 2) Legal Liability Coverage (Property Coverage)
 - ☐ ISO Form CP 00 40 04 02
 - 3) Primary, Non-Contributory
 - ☐ CG 20 01 01 13
 - 4) Waiver of Subrogation
 - ☐ CG 24 04 05 09
 - 5) Commercial Automobile Liability

- j. Lessee's and any and all Lessee subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.
 - k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the LEA. Lessee shall be responsible to pay that deductible or self-insured retention and the LEA shall not be responsible to pay these costs. In the event that Lessee's deductibles or self-insured retentions collectively total more than \$25,000.00, LEA reserves the right to request proof of Lessee's financial solvency in relation to remittance thereof or require Lessee to post a bond guaranteeing payment of the deductible, or both.
 - l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the LEA.
 - m. Insurance written on a "claims made" basis is to be renewed by the Lessee and all Lessee subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Lessee for all claims made.
 - n. Failure to Procure Insurance. Failure on the part of Lessee, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the LEA may immediately terminate this Agreement.
30. **Governing Law and Venues.** Lessee hereby acknowledges and agrees that LEA is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of the LEA hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.
- This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California or other court as mutually agreed by both parties. Lessee hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Lessee further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.
31. **Dispute Resolution**
- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
 - b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 33, Attorneys' Fees, the cost of the mediator shall be borne equally by the parties.

- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind. The Arbitration shall be completed, and a decision rendered within ninety (90) days of the appointment of an Arbitrator.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. Any document demand and response shall conform to Code of Civil Procedure sections 2031.010 et seq. The deposition notice shall conform to Code of Civil Procedure sections 2025.020 et seq. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025.020 et seq. and 2031.010 et seq.

32. **Attorneys' Fees.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.
33. **Public Record.** Lessee acknowledges that this Lease is a public record within the meaning of the California Public Records Act, Government Code Section 6250 et seq., which the LEA must disclose upon request pursuant to such Government Code sections.
34. **Nature of Agreement.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the Lease Agreement and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with

respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

35. **Nature of Relationship.**

- a. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, employment or agent relationship, or other agreement between the LEA and Lessee. Lessee is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the LEA or to bind the LEA in any manner.
- b. Lessee shall not imply, indicate or otherwise suggest that Lessee's use of the Premises and/or related activities are connected or affiliated with, or are endorsed, favored, or supported by, or are opposed by the LEA. No signage, notices, or other material may reference the LEA, any school name, logo or mascot without the prior written permission from LEA, which may be withheld in LEA's sole discretion.

36. **Binding Effect.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

37. **Waiver.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

38. **Severability.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

39. **Paragraph Headings.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

40. **Counterpart Execution: Electronic Delivery.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

41. **Authority.** Lessee represents and warrants that Lessee has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Lessee

By:

Signature

Signature

Dr. Danielle Cortes

Name

Name

Superintendent of Schools

Title

Title

600 Temple Avenue

Street

Street

Camarillo, CA, 93010

City, State, Zip Code

City, State, Zip Code

dcortes@pleasantvalleysd.org

E-mail Address

E-mail Address

805.389.2100

Telephone

Telephone

Exhibit A
Description of Leased Premises

LEA agrees to lease to Lessee the following described Premises:

Pleasant Valley School of Engineering and Arts Early Education Center
Building(s)

Room 19 office space
Room(s)

Restroom and staff lounge
Additional Area(s)

550 Temple Avenue
Street Address

Camarillo, CA, 93010
City, State, Zip Code

Parking spaces designated to Lessee: 0

Common Areas: Listed above

Exhibit B
Use and Schedule of Leased Premises

Premises Use

Office space.

Schedule

The Premises will be used:

☐ Only on PVSD business days during the Term of the Agreement

Time during the day

7 a.m.
Start time

5 p.m.
End time

Checks Dated 07/01/2022 through 07/29/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5038800439	07/08/2022	Mojica, Evelyn	620-5200		26.43
5038800440	07/08/2022	Gravity Assist	620-5800		2,250.00
5038800441	07/08/2022	ParentSquare Inc.	620-5800		3,500.00
5038800442	07/08/2022	Specialized Therapy Services	620-5800		2,082.50
5038800443	07/13/2022	Bishop, Shalen	620-5800	3,817.15	
			620-5901	652.99	4,470.14
5038800444	07/13/2022	Accelerate Education Inc	620-4100	57,011.70	
			Unpaid Tax	936.70-	56,075.00
5038800445	07/13/2022	BUSINESS SERVICES AUTHORITY	620-5803		10,187.50
5038800446	07/13/2022	WEX Health Inc.	620-9539		135.00
5038800447	07/14/2022	BUSINESS SERVICES AUTHORITY	620-5803		144,439.34
5038800448	07/14/2022	T-Mobil USA Inc	620-5902		640.00
5038800449	07/15/2022	Anthem Blue Cross	620-9534		19,983.12
5038800450	07/15/2022	Kaiser Foundation Health Plan	620-9534		1,029.51
5038800451	07/18/2022	Pacific One Source Inc.	620-4400		148,815.87
5038800452	07/22/2022	State Compensation Insurance F und	620-9536		1,070.98
5038800453	07/22/2022	Paules, Peggy A	620-4300		215.46
5038800454	07/22/2022	Amazon Capital Services Inc ACCOUNT NUMBER A2ANLA6W681S3Q	620-4300		3,085.56
5038800455	07/22/2022	Clarion Hotel Anaheim Resort	620-5220		11,844.00
5038800456	07/22/2022	Flipswitch Marketing LLC	620-5800		4,972.96
5038800457	07/22/2022	The Lincoln National Life Insurance Company	620-9539		594.37
5038800458	07/22/2022	Power School Group	620-5800		22,638.50
5038800459	07/28/2022	Clarion Hotel Anaheim Resort	620-5220		11,843.98
Total Number of Checks			21		449,900.22

Fund Recap

Fund	Description	Check Count	Expensed Amount
620	Peak Prep	21	450,836.92
	Total Number of Checks	21	450,836.92
	Less Unpaid Tax Liability		936.70-
	Net (Check Amount)		449,900.22

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Includes Purchase Orders dated 07/01/2022 - 06/30/2023

PO Number	Vendor Name	Order Location	Object Description	Resource Description	Account Amount
B3822-00019	BUSINESS SERVICES AUTHORITY	Peak Prep	BSA	Unrestricted	10,187.50
B3823-00001	VTA CNTY OFFICE OF EDUCATION	Peak Prep	Prof/ConslServ	Unrestricted	4,557.00
B3823-00002	Amazon Capital Services Inc AC COUNT NUMBER A2ANLA6W681S3Q	Peak Prep	Mtrls&Spls	Unrestricted	8,400.00
				ESSER III Fund	1,600.00
B3823-00003	T-Mobil USA Inc	Peak Prep	IntrntSrv	Unrestricted	5,421.18
				Supp/Conc	2,258.82
B3823-00004	Hatch&Cesario Attorneys-at-Law	Peak Prep	LglSrvcsBx14	Unrestricted	10,725.00
P3822-00087	PLEASANT VALLEY SCHOOL DIST	Peak Prep	Prof/ConslServ	Unrestricted	35,519.59
P3823-00018	Teacher Synergy LLC	Peak Prep	Prof/ConslServ	Unrestricted	5,250.00
P3823-00019	PresenceLearning, Inc.	Peak Prep	StffDvlpmnt	Special Ed	6,200.00
P3823-00020	Power School Group LLC	Peak Prep	Prof/ConslServ	Unrestricted	11,688.50
P3823-00021	Comfort Inn of California	Peak Prep	StffDvlpmnt	Ed Eff 21-22	23,687.98
P3823-00022	STS Education	Peak Prep	NoCptlzdEquip	Supp/Conc	297,631.74
P3823-00023	STS Education	Peak Prep	Prof/ConslServ	Supp/Conc	4,500.00
P3823-00024	STS Education	Peak Prep	Prof/ConslServ	Supp/Conc	2,660.00
P3823-00025	STS Education	Peak Prep	Prof/ConslServ	Supp/Conc	4,970.00
P3823-00026	STS Education	Peak Prep	Prof/ConslServ	Supp/Conc	4,970.00
P3823-00027	STS Education	Peak Prep	Prof/ConslServ	Supp/Conc	4,500.00
P3823-00028	Charter Schools Development Center	Peak Prep	StffDvlpmnt	Unrestricted	1,916.00
P3823-00029	Power School Group LLC	Peak Prep	Prof/ConslServ	Unrestricted	10,950.00
P3823-00030	Power School Group LLC	Peak Prep	Prof/ConslServ	Unrestricted	2,100.00
P3823-00031	Credits Online	Peak Prep	StffDvlpmnt	Unrestricted	179.90
P3823-00032	STS Education	Peak Prep	NoCptlzdEquip	Supp/Conc	1,728.00
			Prof/ConslServ	Supp/Conc	1,532.48
P3823-00033	Studies Weekly Inc.	Peak Prep	Mtrls&Spls	Unrestricted	191.12
P3823-00034	San Joaquin County Office of Education	Peak Prep	Prof/ConslServ	Unrestricted	1,200.00
Total Number of POs			23	Total	464,524.81

Fund Recap

Fund	Description	PO Count	Amount
620	Peak Prep	2	45,707.09
	Total Fiscal Year 2022		45,707.09
620	Peak Prep	21	418,817.72
	Total Fiscal Year 2023		418,817.72
	Total		464,524.81

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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Fund 620 - Peak Prep

Fiscal Year 2022/23 Through July 2022

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
LCFF Revenue Sources						
8011	Revenue Limit State Aid Curr	2,294,418.00	2,294,418.00	135,040.00	2,159,378.00	5.89
8012	Education Protection Act	65,092.00	65,092.00		65,092.00	
8096	Trs In-Lieu from Property Tax	1,255,449.00	1,255,449.00	35,943.00-	1,291,392.00	-2.86
Total LCFF Revenue Sources		3,614,959.00	3,614,959.00	99,097.00	3,515,862.00	2.74
Federal Revenue						
8181	Special Education Entitlement	43,080.00	43,080.00		43,080.00	
8290	All Other Federal Revenue	423,319.00	423,319.00	123,177.95	300,141.05	29.10
Total Federal Revenue		466,399.00	466,399.00	123,177.95	343,221.05	26.41
Other State Revenues						
8550	Mandated Cost Reimbursements	10,182.00	10,182.00		10,182.00	
8560	State Lottery Grant	76,109.00	76,109.00		76,109.00	
8590	Other State			30,391.00	30,391.00-	NO BDGT
Total Other State Revenues		86,291.00	86,291.00	30,391.00	55,900.00	35.22
Other Local Revenue						
8660	Interest	5,000.00	5,000.00		5,000.00	
8699	All Other Local Revenue	2,000.00	2,000.00	11,781.00	9,781.00-	589.05
8792	Transfers of Apportionments Fr	223,929.00	223,929.00		223,929.00	
Total Other Local Revenue		230,929.00	230,929.00	11,781.00	219,148.00	5.10
Total Year To Date Revenues		4,398,578.00	4,398,578.00	264,446.95	4,134,131.05	6.01

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Certificated Salaries							
1100	Teacher	1,890,000.00	1,890,000.00	1,300,394.59	112,916.78	476,688.63	5.97
1130	Certificated Stipends	63,000.00	63,000.00	50,250.00		12,750.00	
1200	Certificated Pupil Support Sal	278,433.00	278,433.00	237,976.09	20,999.99	19,456.92	7.54
1230	Cert Pupil Support Stipend	12,000.00	12,000.00	10,000.00		2,000.00	
1300	Certificated Administrators	283,395.00	283,395.00	259,778.75	49,616.27	26,000.02-	17.51
1330	Administration Stipend	19,500.00	19,500.00			19,500.00	
Total Certificated Salaries		2,546,328.00	2,546,328.00	1,858,399.43	183,533.04	504,395.53	7.21
Classified Salaries							
2400	Clerical & Office Salaries	194,327.00	194,327.00	54,577.88	13,598.56	126,150.56	7.00
Total Classified Salaries		194,327.00	194,327.00	54,577.88	13,598.56	126,150.56	7.00

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 638, Starting Period = 1, Ending Account Period = 0, Stmt Option? = , Zero Amounts? = N, SACS? = N, Restricted? = Y)

ESCAPE ONLINE

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Fund 620 - Peak Prep

Fiscal Year 2022/23 Through July 2022

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits							
3301	OASDI/Medicare Certificated	188,444.00	188,444.00	135,154.42	14,040.27	39,249.31	7.45
3302	OASDI/Medicare Classified	14,778.00	14,778.00	4,086.99	1,040.29	9,650.72	7.04
3401	Health/Dental/Vision Cert	307,754.00	307,754.00	171,402.10		136,351.90	
3402	Health/Dental/Vission Class	45,972.00	45,972.00	12,754.80		33,217.20	
3501	SUI Certificated	12,457.00	12,457.00	8,962.53	917.63	2,576.84	7.37
3502	SUI Classified	966.00	966.00	267.08	67.99	630.93	7.04
3601	Workers' Comp Certificated	42,017.00	42,017.00	28,247.94	2,789.71	10,979.35	6.64
3602	Workers' Comp Classified	3,206.00	3,206.00	829.58	206.71	2,169.71	6.45
3901	403B and OtherBenCert	4,086.00	4,086.00	4,609.40		523.40-	
3902	403B and OtherBen Class	108.00	108.00	108.20		.20-	
Total Employee Benefits		619,788.00	619,788.00	366,423.04	19,062.60	234,302.36	3.08
Books and Supplies							
4100	Texbooks	234,784.00	234,784.00	142,386.80	71,764.78	20,632.42	30.57
4300	Materials and Supplies	67,465.00	67,465.00	11,301.74	3,301.02	52,862.24	4.89
4400	Non-Capitalized Equipment			150,543.87	148,815.87	299,359.74-	NO BDGT
Total Books and Supplies		302,249.00	302,249.00	304,232.41	223,881.67	225,865.08-	74.07
Services and Other Operating Expenditures							
5200	Travel and Conference	5,202.00	5,202.00			5,202.00	
5220	Staff Development	55,187.00	55,187.00	8,945.90	24,143.98	22,097.12	43.75
5300	Dues and Memberships	13,385.00	13,385.00			13,385.00	
5450	Other Insurance	25,516.00	25,516.00			25,516.00	
5600	Repair, Maintenance Building	19,096.00	19,096.00			19,096.00	
5800	Professional/Consultion Servic	204,882.00	204,882.00	50,595.48	63,624.82	90,661.70	31.05
5801	Audit Services	15,000.00	15,000.00			15,000.00	
5803	Business Services Authority	296,432.00	296,432.00			296,432.00	
5899	Legal Services Box 14	30,000.00	30,000.00	10,725.00		19,275.00	
5901	Communication Services-Phone	7,785.00	7,785.00			7,785.00	
5902	Internet Services	5,054.00	5,054.00	7,680.00		2,626.00-	
5903	Postage	5,150.00	5,150.00			5,150.00	
Total Services and Other Operating Expenditures		682,689.00	682,689.00	77,946.38	87,768.80	516,973.82	12.86
Total Year To Date Expenditures		4,345,381.00	4,345,381.00	2,661,579.14	527,844.67	1,155,957.19	12.15

Fund 620 - Peak Prep		Fiscal Year 2022/23 Through July 2022		
Object	Description	Beginning Balance	Year to Date Activity	Ending Balance
Fund Reconciliation				
Assets				
9110	Cash in County Treasury	1,782,834.13	258,635.76-	1,524,198.37
9200	Accounts Receivable		90,203.28-	90,203.28-
9290	Due From Other Governments		891,092.00-	891,092.00-
9330	Prepaid Rent		73,083.72-	73,083.72-
Total Assets		1,782,834.13	1,313,014.76-	469,819.37
Liabilities				
9510	Accounts Payable		347,484.06-	347,484.06-
9534	Health & Welfare Ins Payable		21,012.63-	21,012.63-
9535	State Unemployment Insurance		985.62	985.62
9536	Workers' Comp Ins Payable		1,070.98-	1,070.98-
9539	Miscellaneous Deductions		1,188.74-	1,188.74-
9552	Sales Tax Payable		936.70	936.70
9590	Due to Other Governments		595,485.00-	595,485.00-
9650	Deferred Revenue		85,297.95-	85,297.95-
Total Liabilities		.00	1,049,617.04-	1,049,617.04-
Calculated Fund Balance		1,782,834.13	263,397.72-	1,519,436.41
Beginning Fund Balance				
9791	Beginning Fund Balance	1,782,834.13		1,782,834.13
Beginning Fund Balance Proof		.00	263,397.72-	263,397.72-
Change in Fund Balance - Excess Revenues (Expenditures)			(263,397.72)	

Memo Only - Ending Fund Balance Accounts

	Adopted	Revised		
Reserves				
9720	Reserve for Encumbrances		2,661,579.14	2,661,579.14
Other Designations				
9790	Undesignated/Unappropriated	1,369,970.00	1,369,970.00	
9796 - 9799				
9796	Capital Assets Net of Debt	500,602.00	500,602.00	
9797	Restricted Net Assets	104,385.00	104,385.00	
Total 9796 - 9799		.00	.00	.00

Fund 620 - Peak Prep

Fiscal Year 2022/23 Through July 2022

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	4,398,578.00	4,398,578.00		264,446.95	4,134,131.05	6.01
B. Expenditures	4,345,381.00	4,345,381.00	2,661,579.14	527,844.67	1,155,957.19	12.15
C. Subtotal (Revenue LESS Expense)	53,197.00	53,197.00		263,397.72-	2,978,173.86	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	53,197.00	53,197.00		263,397.72-	2,978,173.86	
F. Fund Balance:						
Beginning Balance (9791)	1,921,760.00	1,921,760.00		1,782,834.13		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	1,921,760.00	1,921,760.00		1,782,834.13		
G. Calculated Ending Balance	1,974,957.00	1,974,957.00		1,519,436.41		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	1,369,970.00	1,369,970.00				
Other	604,987.00	604,987.00		2,661,579.14		