



## Peak Prep Pleasant Valley

### Board Meeting Agenda—Regular Board Meeting Wednesday, Dec 7th, 2022 4:00pm

#### 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: Dec 2022 Board Meeting

Time: Dec 7, 2022 04:00 PM Pacific Time (US and Canada)

<https://us02web.zoom.us/j/81548922411?pwd=Z1BXaU9VQjVEczRCajFrQXB DYnpSZz09>

**Meeting ID: 815 4892 2411**

**Passcode: PeakPrep**

One tap mobile

+13126266799,,81548922411#,,,,\*76051187# US (Chicago)

+16469313860,,81548922411#,,,,\*76051187# US

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

**Meeting ID: 815 4892 2411**

**Passcode: 76051187**

Find your local number: <https://us02web.zoom.us/j/81548922411>

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/81548922411?pwd=Z1BXaU9VQjVEczRCajFrQXBDYnpSZz09>

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

## ***III. Information, Discussion and Action items***

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

***1. Approval of Financial Statement.*** The Chief Business Official recommends that the Board of Directors approve the revenue and expenditures as listed on the Nov 1st, 2022 through Nov 30th, 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 Nov 1<sup>st</sup> Nov 30th 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 Nov 1<sup>st</sup>-Nov 30th. 2022 Board Reports.*

**4. Approve Minutes from 11/2/2022 Board Meetings.**

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

**A) 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

**B) The Board shall review, discuss, and approve the new 1<sup>st</sup> Interim Budget Report .** Each charter school shall annually prepare and submit interim reports to its chartering authority and the county superintendent of schools. The first interim financial report shall reflect changes to the budget through Oct 31<sup>st</sup>.

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

**C) The Board shall review, discuss, and consider approving the LEA Special Education Mental Health Services MOU with Ventura County SELPA.** The MOU is designed that upon LEA's request, Ventura County Special agrees to provide to LEA educationally related mental health services which may include, but are not limited to, assessments, individual therapy, group therapy, collateral services, case management, any other mental health services as defined in California Education Code section 56363; Code of Federal Regulations, title 34, section 300.34; or a student's individualized education program. This MOU is not intended to make COUNTY a "public agency" within the meaning of the IDEA or related case law, nor is it intended to make COUNTY subject to the due process mandates of the

## IDEA

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

- D) The Board shall review, discuss, and consider approving the TutorMe Now quote.** Tutor Me Now is an on-demand tutoring agency that provides 24/7 tutoring opportunities for families. As a non-classroom based school, this would expand learning opportunities for families that do work outside the school hours and need immediate tutoring support. This would align with our Local Control & Accountability Plan (LCAP) goal #2 and would use grant funds to support this expense for multiple years.

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

- E) The Board shall review, discuss, and consider approving the Sora Digital Library.** This application and digital library provides digital books for families. It would align with LCAP 2 and promote learning loss with literacy opportunities. Multiple Charters and school district utilize the same program.

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

**Checks Dated 11/01/2022 through 11/30/2022**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5038800589	11/01/2022	Tax Deferred Solutions	620-9539		3.00
5038800590	11/03/2022	Bishop, Shalen	620-5220	1,408.14	
			620-5901	24.33	1,432.47
5038800591	11/03/2022	Hsieh, Irene	620-5220		168.81
5038800592	11/03/2022	Boe, Miranda L	620-5200		115.63
5038800593	11/03/2022	Arevalo, Chelsie M	620-5200	14.22	
			620-5220	3.78	18.00
5038800594	11/03/2022	Booth, Tina E	620-5804		211.97
5038800595	11/03/2022	Imagine Learning LLC DEPT 2195	620-4100		40,665.00
5038800596	11/03/2022	Jessica Beusterien Lane	620-5800		250.00
5038800597	11/03/2022	Oxford Consulting Services Inc	620-5800		2,231.25
5038800598	11/03/2022	U.S Postal Service	620-5800		182.00
5038800599	11/03/2022	Vector Solutions	620-5220		3,350.00
5038800600	11/04/2022	T-Mobil USA Inc	620-5902		940.00
5038800601	11/07/2022	Flipswitch Marketing LLC	620-5800		21,988.13
5038800602	11/10/2022	Young Minney & Corr, LLP	620-5899		3,661.00
5038800603	11/10/2022	CliftonLarsonAllen LLP	620-9510		3,402.00
5038800604	11/18/2022	Bishop, Shalen	620-4300	609.48	
			620-5901	822.72	
			620-5903	1,813.71	3,245.91
5038800605	11/18/2022	Children's Therapy Net Inc.	620-5800		1,425.00
5038800606	11/18/2022	Pacific One Source Inc.	620-5800		215.00
5038800607	11/18/2022	WEX Health Inc.	620-9539		50.00
5038800608	11/21/2022	SELF-INSURED SCHOOLS OF CALIF	620-5800	720.60	
			620-9534	32,010.60	32,731.20
5038800609	11/22/2022	Ciolino, Sabrina N	620-5220		782.01
5038800610	11/22/2022	Cordero, Allison B	620-5220		711.62
5038800611	11/22/2022	Hanson, Darla C	620-4300	5.70	
			620-5903	120.99	126.69
5038800612	11/22/2022	Buckley, Jennifer R	620-5804		62.00
5038800613	11/23/2022	Credits Online	620-5220		179.90
5038800614	11/23/2022	Generation Genius, Inc.	620-4300		1,050.00
5038800615	11/23/2022	Liminex, Inc.	620-5800		1,944.00
5038800616	11/23/2022	IXL Learning Inc.	620-4100		4,113.00
5038800617	11/23/2022	Imagine Learning LLC DEPT 2195	620-4100		40,665.00
5038800618	11/23/2022	Oxford Consulting Services Inc	620-5800		3,452.50
5038800619	11/23/2022	Tax Deferred Services	620-9539		2,000.00
5038800620	11/23/2022	Teacher Synergy LLC	620-5800		5,250.00
5038800621	11/23/2022	VTA CNTY OFFICE OF EDUCATION	620-5800		4,557.00
<b>Total Number of Checks</b>			<b>33</b>		<b>181,180.09</b>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
620	Peak Prep	33	181,180.09

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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**Checks Dated 11/01/2022 through 11/30/2022**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
		Total Number of Checks	33	181,180.09	
		Less Unpaid Tax Liability		.00	
		<b>Net (Check Amount)</b>		<b>181,180.09</b>	

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 11/01/2022 - 11/30/2022

PO Number	Vendor Name	Order Location	Object Description	Resource Description	Account Amount
B3823-00017	Jessica Beusterien Lane	Peak Prep	Prof/ConslServ	Unrestricted	250.00
B3823-00018	Vector Solutions	Peak Prep	StffDvlpmnt	NCLBllprtA	3,350.00
B3823-00019	U.S Postal Service	Peak Prep	Prof/ConslServ	Unrestricted	182.00
B3823-00020	GoGuardian	Peak Prep	Prof/ConslServ	Unrestricted	1,944.00
B3823-00021	Children's Therapy Net Inc.	Peak Prep	Prof/ConslServ	Special Ed	5,000.00
P3823-00067	Nearpod Inc	Peak Prep	Prof/ConslServ	Unrestricted	5,038.65
P3823-00068	Nearpod Inc	Peak Prep	Prof/ConslServ	Unrestricted	2,865.16
P3823-00069	Curriculum Associates LLC	Peak Prep	Txtbk	Unrestricted	129.72
P3823-00070	Generation Genius, Inc.	Peak Prep	Mtrls&SpIs	Unrestricted	1,050.00
Total Number of POs			9	Total	19,809.53

## Fund Recap

Fund	Description	PO Count	Amount
620	Peak Prep	9	19,809.53

## PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P3823-00049	48,262.11	620-5800	Peak Prep/Prof/ConslServ	40,000.00
Total PO Changes				40,000.00

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.

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## Fund 620 - Peak Prep

Fiscal Year 2022/23 Through November 2022

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
<b>Revenue Detail</b>						
<b>LCFF Revenue Sources</b>						
8011	Revenue Limit State Aid Curr	2,294,418.00	2,294,418.00	999,296.00	1,295,122.00	43.55
8012	Education Protection Act	65,092.00	65,092.00	16,273.00	48,819.00	25.00
8096	Trs In-Lieu from Property Tax	1,255,449.00	1,255,449.00	390,910.00	864,539.00	31.14
<b>Total LCFF Revenue Sources</b>		<b>3,614,959.00</b>	<b>3,614,959.00</b>	<b>1,406,479.00</b>	<b>2,208,480.00</b>	<b>38.91</b>
<b>Federal Revenue</b>						
8181	Special Education Entitlement	43,080.00	43,080.00	6,387.30	36,692.70	14.83
8290	All Other Federal Revenue	423,319.00	423,319.00	178,412.95	244,906.05	42.15
<b>Total Federal Revenue</b>		<b>466,399.00</b>	<b>466,399.00</b>	<b>184,800.25</b>	<b>281,598.75</b>	<b>39.62</b>
<b>Other State Revenues</b>						
8550	Mandated Cost Reimbursements	10,182.00	10,182.00	10,851.00	669.00-	106.57
8560	State Lottery Grant	76,109.00	76,109.00	32,400.46-	108,509.46	-42.57
8590	Other State			314,043.00	314,043.00-	NO BDGT
<b>Total Other State Revenues</b>		<b>86,291.00</b>	<b>86,291.00</b>	<b>292,493.54</b>	<b>206,202.54-</b>	<b>338.96</b>
<b>Other Local Revenue</b>						
8660	Interest	5,000.00	5,000.00	1,798.51	3,201.49	35.97
8699	All Other Local Revenue	2,000.00	2,000.00	18,931.76	16,931.76-	946.59
8792	Transfers of Apportionments Fr	223,929.00	223,929.00	74,313.00	149,616.00	33.19
<b>Total Other Local Revenue</b>		<b>230,929.00</b>	<b>230,929.00</b>	<b>95,043.27</b>	<b>135,885.73</b>	<b>41.16</b>
<b>Total Year To Date Revenues</b>		<b>4,398,578.00</b>	<b>4,398,578.00</b>	<b>1,978,816.06</b>	<b>2,419,761.94</b>	<b>44.99</b>

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>Expenditure Detail</b>							
<b>Certificated Salaries</b>							
1100	Teacher	1,890,000.00	1,890,000.00	1,072,330.70	716,094.23	101,575.07	37.89
1130	Certificated Stipends	63,000.00	63,000.00	55,000.00	12,750.00	4,750.00-	20.24
1140	Certificated Extra Duty				575.00	575.00-	NO BDGT
1200	Certificated Pupil Support Sal	278,433.00	278,433.00	177,385.53	123,523.37	22,475.90-	44.36
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	165,313.75	144,081.27	26,000.02-	50.84
1330	Administration Stipend	19,500.00	19,500.00			19,500.00	
1940	Other Cert-Extra Duty				3,645.00	3,645.00-	NO BDGT
1999	Error Account			158.13		158.13-	NO BDGT
<b>Total Certificated Salaries</b>		<b>2,546,328.00</b>	<b>2,546,328.00</b>	<b>1,480,188.11</b>	<b>1,000,668.87</b>	<b>65,471.02</b>	<b>39.30</b>

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)

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## Fund 620 - Peak Prep

Fiscal Year 2022/23 Through November 2022

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>Expenditure Detail (continued)</b>							
<b>Classified Salaries</b>							
2100	Instructional Aides				3,900.00	3,900.00-	NO BDGT
2400	Clerical & Office Salaries	194,327.00	194,327.00	116,836.65	56,966.81	20,523.54	29.31
2450	Clerical & Office Overtime				399.00	399.00-	NO BDGT
<b>Total Classified Salaries</b>		<b>194,327.00</b>	<b>194,327.00</b>	<b>116,836.65</b>	<b>61,265.81</b>	<b>16,224.54</b>	<b>31.53</b>
<b>Employee Benefits</b>							
3301	OASDI/Medicare Certificated	188,444.00	188,444.00	110,162.69	73,327.49	4,953.82	38.91
3302	OASDI/Medicare Classified	14,778.00	14,778.00	8,737.80	4,673.46	1,366.74	31.62
3401	Health/Dental/Vision Cert	307,754.00	307,754.00	196,968.59	77,225.94	33,559.47	25.09
3402	Health/Dental/Vission Class	45,972.00	45,972.00	20,903.00	6,646.07	18,422.93	14.46
3501	SUI Certificated	12,457.00	12,457.00	7,253.36	4,941.36	262.28	39.67
3502	SUI Classified	966.00	966.00	571.20	304.70	90.10	31.54
3601	Workers' Comp Certificated	42,017.00	42,017.00	22,496.62	15,210.25	4,310.13	36.20
3602	Workers' Comp Classified	3,206.00	3,206.00	1,775.85	931.22	498.93	29.05
3901	403B and OtherBenCert	4,086.00	4,086.00	3,302.53	1,432.50	649.03-	35.06
3902	403B and OtherBen Class	108.00	108.00		10.82	97.18	10.02
<b>Total Employee Benefits</b>		<b>619,788.00</b>	<b>619,788.00</b>	<b>372,171.64</b>	<b>184,703.81</b>	<b>62,912.55</b>	<b>29.80</b>
<b>Books and Supplies</b>							
4100	Textbooks	234,784.00	234,784.00	129.72	221,322.37	13,331.91	94.27
4300	Materials and Supplies	67,465.00	67,465.00	1,695.85	27,800.92	37,968.23	41.21
4400	Non-Capitalized Equipment				299,526.12	299,526.12-	NO BDGT
<b>Total Books and Supplies</b>		<b>302,249.00</b>	<b>302,249.00</b>	<b>1,825.57</b>	<b>548,649.41</b>	<b>248,225.98-</b>	<b>181.52</b>
<b>Services and Other Operating Expenditures</b>							
5200	Travel and Conference	5,202.00	5,202.00		456.34	4,745.66	8.77
5220	Staff Development	55,187.00	55,187.00		52,681.86	2,505.14	95.46
5300	Dues and Memberships	13,385.00	13,385.00		1,235.00	12,150.00	9.23
5450	Other Insurance	25,516.00	25,516.00		26,278.00	762.00-	102.99
5600	Repair, Maintenance Building	19,096.00	19,096.00	3,297.00	720.00	15,079.00	3.77
5800	Professional/Consultion Servic	204,882.00	204,882.00	106,365.14	170,344.48	71,827.62-	83.14
5801	Audit Services	15,000.00	15,000.00		1,123.50	13,876.50	7.49
5803	Business Services Authority	296,432.00	296,432.00	296,432.00			
5804	Employment Fees				548.72	548.72-	NO BDGT
5899	Legal Services Box 14	30,000.00	30,000.00	45,565.78	9,159.22	24,725.00-	30.53
5901	Communication Services-Phone	7,785.00	7,785.00		2,550.88	5,234.12	32.77
5902	Internet Services	5,054.00	5,054.00	4,446.65	3,233.35	2,626.00-	63.98
5903	Postage	5,150.00	5,150.00		3,132.09	2,017.91	60.82

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)

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## Fund 620 - Peak Prep

Fiscal Year 2022/23 Through November 2022

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
	Total Services and Other Operating Expenditures	682,689.00	682,689.00	456,106.57	271,463.44	44,881.01-	39.76
	Total Year To Date Expenditures	4,345,381.00	4,345,381.00	2,427,128.54	2,066,751.34	148,498.88-	47.56

## Fund 620 - Peak Prep

Fiscal Year 2022/23 Through November 2022

Object	Description	Beginning Balance	Year to Date Activity	Ending Balance
<b>Fund Reconciliation</b>				
<b>Assets</b>				
9110	Cash in County Treasury	1,782,834.13	885,638.95-	897,195.18
9200	Accounts Receivable	832,720.28	556,654.28-	276,066.00
9201	Accounts Receivable-Payroll	2,751.85		2,751.85
9290	Due From Other Governments	1,111,745.23	992,487.67-	119,257.56
9330	Prepaid Rent	73,083.72	73,083.72-	
	<b>Total Assets</b>	<b>3,803,135.21</b>	<b>2,507,864.62-</b>	<b>1,295,270.59</b>
<b>Liabilities</b>				
9510	Accounts Payable	936,228.52	1,713,046.52-	776,818.00-
9511	Accounts Payable (Clear)		67,570.00-	67,570.00-
9530	Summer Pay Liability		23,915.66	23,915.66
9534	Health & Welfare Ins Payable		19,851.10	19,851.10
9535	State Unemployment Insurance	2,372.28	910.20-	1,462.08
9536	Workers' Comp Ins Payable	99.60-	1,070.98-	1,170.58-
9539	Miscellaneous Deductions	2,372.19	1,264.90-	1,107.29
9552	Sales Tax Payable	115.85	949.45	1,065.30
9590	Due to Other Governments	9,512.00	595,485.00-	585,973.00-
9650	Deferred Revenue	85,297.95	85,297.95-	
9669	Other General Long-Term Liab	850,000.00		850,000.00
	<b>Total Liabilities</b>	<b>1,885,799.19</b>	<b>2,419,929.34-</b>	<b>534,130.15-</b>
	<b>Calculated Fund Balance</b>	<b>1,917,336.02</b>	<b>87,935.28-</b>	<b>1,829,400.74</b>
<b>Beginning Fund Balance</b>				
9791	Beginning Fund Balance	1,917,336.02		1,917,336.02
	<b>Beginning Fund Balance Proof</b>	<b>.00</b>	<b>87,935.28-</b>	<b>87,935.28-</b>
<b>Change in Fund Balance - Excess Revenues ( Expenditures )</b>			<b>(87,935.28)</b>	

## Memo Only - Ending Fund Balance Accounts

	Adopted	Revised
<b>Reserves</b>		
9720 Reserve for Encumbrances		2,427,128.54
<b>Other Designations</b>		
9790 Undesignated/Unappropriated	1,369,970.00	1,369,970.00
<b>9796 - 9799</b>		
9796 Capital Assets Net of Debt	500,602.00	500,602.00
9797 Restricted Net Assets	104,385.00	104,385.00
<b>Total 9796 - 9799</b>	<b>.00</b>	<b>.00</b>

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 November 2022

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
<b>Revenues, Expenditures, and Changes in Fund Balance</b>						
A. Revenues	4,398,578.00	4,398,578.00		1,978,816.06	2,419,761.94	44.99
B. Expenditures	4,345,381.00	4,345,381.00	2,427,128.54	2,066,751.34	148,498.88-	47.56
C. Subtotal (Revenue LESS Expense)	53,197.00	53,197.00		87,935.28-	2,568,260.82	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	53,197.00	53,197.00		87,935.28-	2,568,260.82	
F. Fund Balance:						
Beginning Balance (9791)	1,921,760.00	1,921,760.00		1,917,336.02		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	1,921,760.00	1,921,760.00		1,917,336.02		
G. Calculated Ending Balance	1,974,957.00	1,974,957.00		1,829,400.74		
*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		2,427,128.54		

## **Peak Prep Pleasant Valley**

2150 Pickwick Drive, #304

Camarillo, CA 93010

Phone (855) 900-PEAK

[www.peak-prep.org](http://www.peak-prep.org)



### **2022-23 First Interim**

### **Budget Detail**

**Prepared By:**

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**Peak Prep Pleasant Valley**  
**2022-23 First Interim**  
**Budget Detail**  
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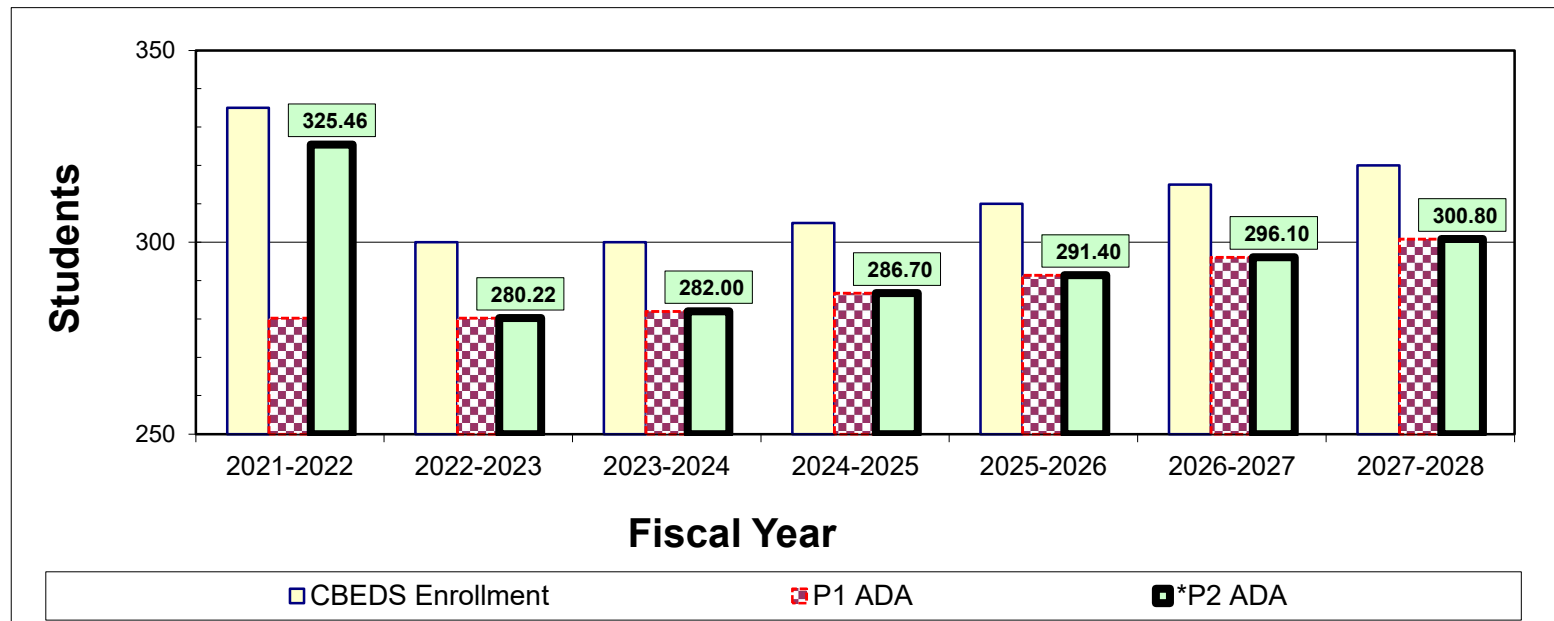


Peak Prep Pleasant Valley																					
Fiscal Year	TK	K	1st	2nd	3rd	TK-3	4th	5th	6th	4-6	7th	8th	7-8	9th	10th	11th	12th	9-12	Total	Incr/ (Decr) from PY	% Change
2021-22 CBEDS Enroll	0	17	14	19	17	67	21	16	18	55	25	30	55	34	31	52	41	158	335	-55	-14.10%
2022-23 CBEDS Enroll	5	21	17	10	13	66	14	21	14	49	20	30	50	32	33	30	40	135	300	-35	-10.45%
2022-23 Current Enroll	6	22	19	10	15	72	14	20	14	48	17	32	49	33	35	30	39	137	306	-29	-8.66%
2023-24 Est. Enroll	0	15	11	11	15	52	5	50	22	77	15	30	45	15	26	47	38	126	300	-6	-1.96%
2024-25 Est. Enroll	0	15	11	11	15	52	5	50	27	82	15	30	45	15	26	47	38	126	305	5	1.67%
2025-26 Est. Enroll	0	15	11	11	15	52	10	50	27	87	15	30	45	15	26	47	38	126	310	5	1.64%
2026-27 Est. Enroll	0	15	11	11	15	52	15	50	27	92	15	30	45	15	26	47	38	126	315	5	1.61%
2027-28 Est. Enroll	0	15	11	11	15	52	20	50	27	97	15	30	45	15	26	47	38	126	320	5	1.59%

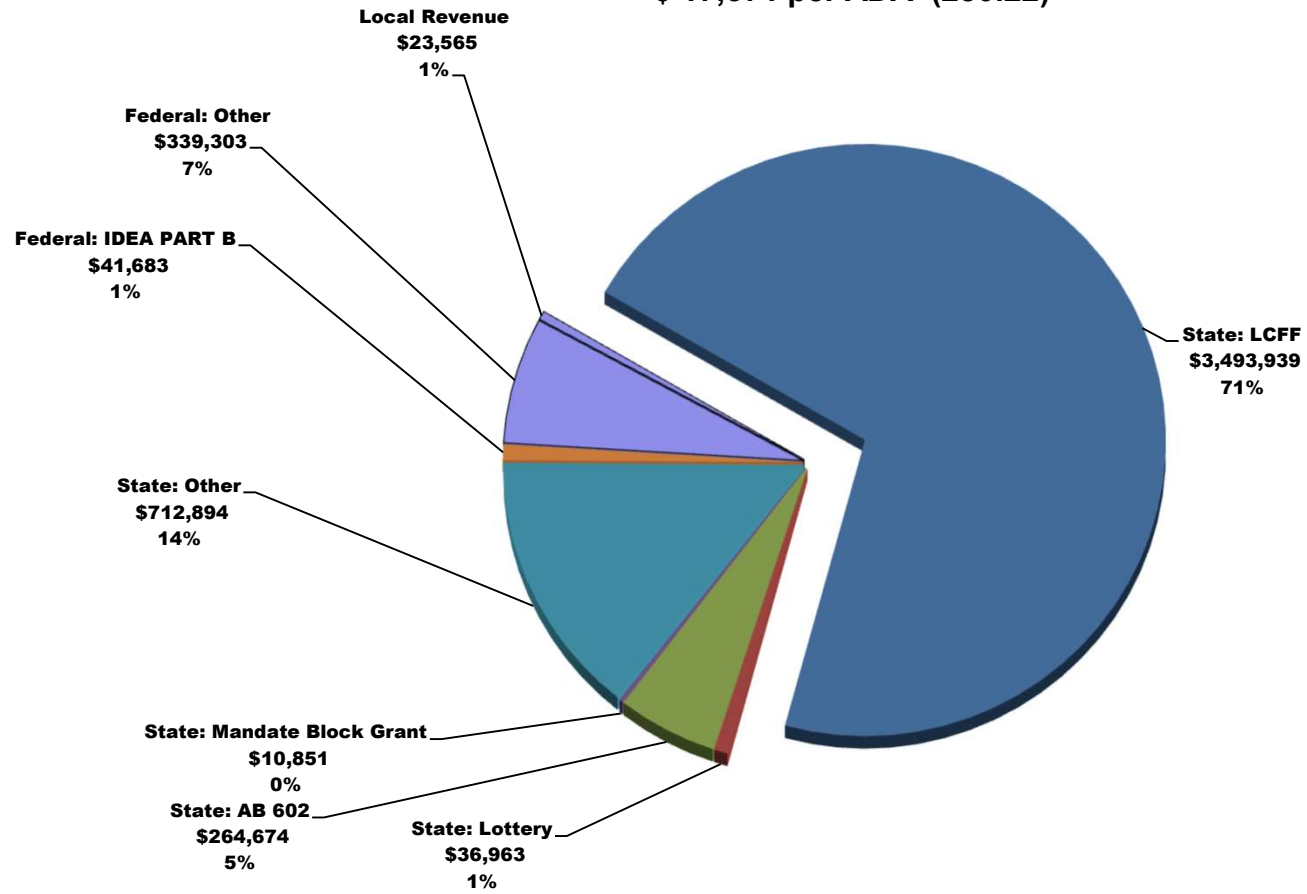
2021-22 P2 ADA	-	15.98	13.16	17.86	23.14	70.14	19.74	15.04	17.57	52.35	23.50	29.90	53.40	31.96	29.14	48.88	39.59	149.57	325.46
2022-23 Est. ADA	4.70	19.74	15.98	9.40	12.22	62.04	13.16	19.74	13.16	46.06	18.80	28.20	47.00	30.08	31.02	28.20	37.60	126.90	282.00
2022-23 Est. ADA	5.64	20.68	17.86	9.40	11.38	64.96	13.16	18.80	11.88	43.84	15.98	28.23	44.21	31.02	32.90	28.20	35.09	127.21	280.22
2023-24 Est. ADA	-	14.10	10.34	10.34	14.10	48.88	4.70	47.00	20.68	72.38	14.10	28.20	42.30	14.10	24.44	44.18	35.72	118.44	282.00
2024-25 Est. ADA	-	14.10	10.34	10.34	14.10	48.88	4.70	47.00	25.38	77.08	14.10	28.20	42.30	14.10	24.44	44.18	35.72	118.44	286.70
2025-26 Est. ADA	-	14.10	10.34	10.34	14.10	48.88	9.40	47.00	25.38	81.78	14.10	28.20	42.30	14.10	24.44	44.18	35.72	118.44	291.40
2026-27 Est. ADA	-	14.10	10.34	10.34	14.10	48.88	14.10	47.00	25.38	86.48	14.10	28.20	42.30	14.10	24.44	44.18	35.72	118.44	296.10
2027-28 Est. ADA	-	14.10	10.34	10.34	14.10	48.88	18.80	47.00	25.38	91.18	14.10	28.20	42.30	14.10	24.44	44.18	35.72	118.44	300.80

**Peak Prep Pleasant Valley  
CBEDS Enrollment/P1 Attendance/P2 Attendance (Funded ADA) Trends**

Fiscal Year	CBEDS Enrollment	P1 ADA	*P2 ADA	Incr/(Decr) from Prior Year CBEDS		Incr/(Decr) from Prior Year P2 ADA		Attendance Percentage (P2/CBEDS)
				#	%	#	%	
2021-2022	335	280.22	325.46	(55.00)	-14.10%	34.78	11.97%	97.15%
2022-2023	300	280.22	280.22	(35.00)	-10.45%	(45.24)	-13.90%	93.41%
2023-2024	300	282.00	282.00	-	0.00%	1.78	0.64%	94.00%
2024-2025	305	286.70	286.70	5.00	1.67%	4.70	1.67%	94.00%
2025-2026	310	291.40	291.40	5.00	1.64%	4.70	1.64%	94.00%
2026-2027	315	296.10	296.10	5.00	1.64%	4.70	1.61%	94.00%
2027-2028	320	300.80	300.80	5.00	1.59%	4.70	1.59%	94.00%

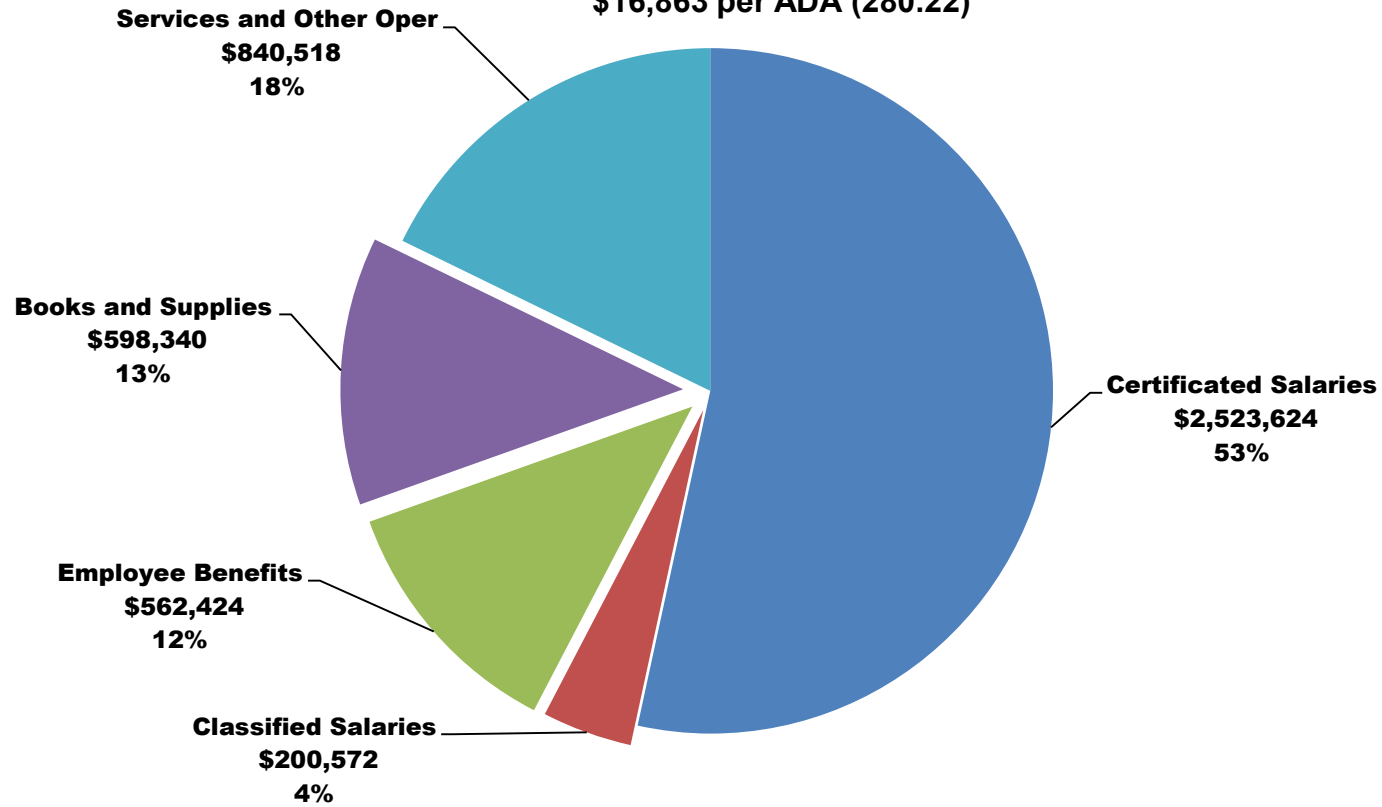


**Peak Prep Pleasant Valley  
2022-23 Revenues  
\$4,923,872  
\$ 17,571 per ADA (280.22)**



	A	B	C	E	F	G	H	I	L
1	Peak Prep Pleasant Valley								
2	Based on Governor's 2022-23 Budget Proposal								
						1st Interim vs Adopted Budget Change			
3				2022/23 Adopted Budget	2022/23 1st Interim Budget				
4									
5	Object	Description	Comments			Amount	%	2023/24 Budget	2024/25 Budget
6									
7		LCFF Sources							
8	8011	Local Control Funding Formula		\$ 2,294,418	\$ 2,173,398	\$ (121,020)	-5.27%	\$ 2,379,470	\$ 2,600,607
9	8012	Education Protection Act (Prop 30)		65,092	65,092	-	0.00%	65,092	65,092
12	8096	In Lieu Taxes		1,255,449	1,255,449	-	0.00%	1,255,449	1,255,449
14		Total LCFF Sources		\$ 3,614,959	\$ 3,493,939	\$ (121,020)	-3.35%	\$ 3,700,011	\$ 3,921,148
15		Federal Sources							
16	8181	Special Ed	IDEA Part B	\$ 43,080	\$ 41,683	\$ (1,397)	-3.24%	\$ 41,683	\$ 41,683
17	8290	Federal	ESSER II 3212	28,981	28,999	18	0.06%	-	-
18	8290	Federal	ESSER III 3213	240,690	160,972	(79,718)	-33.12%	255,279	-
19	8290	Federal	ESSER III 3214	44,814	42,992	(1,822)	-4.07%	44,466	-
20	8290	Federal	Title I, Part A 3010 (includes prior year)	85,642	85,170	(472)	-0.55%	85,170	85,170
21	8290	Federal	Title II, Part A 4035 (includes prior year)	13,192	11,170	(2,022)	-15.33%	11,170	11,170
22	8290	Federal	Title IV, Part A 4127	10,000	10,000	-	0.00%	10,000	10,000
23									
24		Total Federal Sources		\$ 466,399	\$ 380,986	\$ (85,413)	-18.31%	\$ 447,768	\$ 148,023
25		Other State Revenue							
26	8550	Mandate Block Grant		\$ 10,182	\$ 10,851	\$ 669	6.57%	\$ 9,291	\$ 9,038
27	8560	Unrestricted Lottery	280.22 ADA x 1.04446 @ \$170	54,411	49,755	(4,656)	-8.56%	50,071	50,906
28	8560	Unrestricted Lottery	Prior Year Adjustment	-	(22,404)	(22,404)	New	-	-
29	8560	Restricted Lottery	280.22 ADA x 1.04446 @ \$67	21,698	19,609	(2,089)	-9.63%	19,734	20,063
30	8560	Restricted Lottery	Prior Year Adjustment	-	(9,997)	(9,997)	New	-	-
	8590	Other State Revenue	Arts, Music & Instructional Materials	-	216,781	216,781	New	-	-
34			Discretionary 6762						
39	8590	Other State Revenue	Learning Recovery Emergency 7435	-	492,227	492,227	New	-	-
40	8590	Other State Revenue	Ethnic Studies 7810	-	3,886	3,886	New	-	-
42		Total Other State Revenue		\$ 86,291	\$ 760,708	\$ 674,417	781.56%	\$ 79,096	\$ 80,007
43		Other Local Revenue							
44	8660	Interest		\$ 5,000	\$ 5,000	\$ -	0.00%	\$ 5,000	\$ 5,000
45	8699	Other Local Revenue	Misc. 0000	-	6,784	6,784	New	-	-
46	8699	Other Local Revenue	VCSSFA Ergo Funds 9003	2,000	11,781	9,781	489.05%	-	-
47	8792	Apportionment Transfer Sped	AB 602	223,929	264,674	40,745	18.20%	264,674	264,674
49		Total Other Local Revenue		\$ 230,929	\$ 288,239	\$ 57,310	24.82%	\$ 269,674	\$ 269,674
50		TOTAL REVENUES		\$ 4,398,578	\$ 4,923,872	\$ 525,294	11.94%	\$ 4,496,549	\$ 4,418,852

**Peak Prep Pleasant Valley  
2022-23 Expenditures  
\$4,725,478  
\$16,863 per ADA (280.22)**



	A	B	C	E	F	G	H	I	L
1	Peak Prep Pleasant Valley								
2	Based on Governor's 2022-23 Budget Proposal								
3				2022/23	2022/23	1st Interim vs			
4				Adopted	1st Interim	Adopted Budget			
5	Object	Description	Comments	Budget	Budget	Amount	%	2023/24	2024/25
6		<b>Certificated Salaries</b>							
7	1100	Teachers	18.25 FTE Teachers, 3.0 FTE SpEd Teachers, 1.75 FTE Intervention Teachers	\$ 1,702,217	\$ 1,788,425	\$ 86,208	5.06%	\$ 1,733,600	\$ 1,768,880
8	1130	Teachers - Stipends	Lead Teacher, Summer School, McKinney-Vento, College/Career Readiness, Assessment & Diagnostics, CALPADS, 504 Coordinator, SEL, Induction Mentor, Admin, SpEd, CTE Coordinator, ELD/EDD	250,783	85,750	(165,033)	-65.81%	83,000	83,000
9	1140	Certificated Extra Duty	Certificated Tutor Hours R3214	-	4,000	4,000	New	4,000	4,000
10	1200	Certificated Pupil Support	2.0 FTE Counselor, 1.0 FTE Psychologist, 0.50 FTE Speech Pathologist	290,433	312,909	22,476	7.74%	298,391	309,848
11	1300	Administration	1.0 FTE Superintendent, 1.0 FTE Principal	300,395	326,395	26,000	8.66%	292,534	296,665
12	1330	Administrative Stipend	Special Education Admin Stipend	2,500	2,500	-	0.00%	2,500	2,500
13	1900	Other Certificated	Orientation Specialist Hours	-	3,645	3,645	New	7,500	7,500
14									
15		<b>Total Certificated Salaries</b>		<b>\$ 2,546,328</b>	<b>\$ 2,523,624</b>	<b>\$ (22,704)</b>	<b>-0.89%</b>	<b>\$ 2,421,525</b>	<b>\$ 2,472,393</b>
16		<b>Classified Salaries</b>							
17	2100	Instructional Aides	0.50 FTE Math Tutor	\$ -	\$ 27,700	\$ 27,700	New	\$ 52,200	\$ 52,200
18	2400	Clerical and Office	1.0 FTE Admin Assistant, 1.0 FTE Attendance/Enrollment Specialist, 1.0 FTE Accounts Payable Specialist	194,327	172,872	(21,455)	-11.04%	195,022	198,091
19									
20		<b>Total Classified Salaries</b>		<b>\$ 194,327</b>	<b>\$ 200,572</b>	<b>\$ 6,245</b>	<b>3.21%</b>	<b>\$ 247,222</b>	<b>\$ 250,291</b>
21		<b>Benefits</b>							
22	3100	STRS (Retirement)	19.100%	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
23	3200	PERS (Retirement)	25.370%	-	-	-	0.00%	-	-
24	3301	OASDI/Medicare	6.2% OASDI, 1.45% Medicare	188,444	186,773	(1,671)	-0.89%	185,247	189,138
25	3302	OASDI/Medicare	6.2% OASDI, 1.45% Medicare	14,778	15,130	352	2.38%	18,912	19,147
26	3401	Health and Welfare	\$10,010 Single, \$15,360 2-Party, \$19,500 Family for full-time employees	307,754	274,194	(33,560)	-10.90%	311,992	326,849
27	3402	Health and Welfare	\$10,010 Single, \$15,360 2-Party, \$19,500 Family for full-time employees	45,972	27,312	(18,660)	-40.59%	35,514	37,206
28	3500	State Unemployment Insurance	0.50%	13,423	13,398	(25)	-0.19%	13,344	13,613
29	3600	Workers' Compensation	1.6500%	45,223	41,408	(3,815)	-8.44%	44,034	44,924
30	3900	Miscellaneous Benefits	Life/AD&D, Disability Insurance	4,194	4,209	15	0.36%	4,205	4,205
31		<b>Total Benefits</b>		<b>\$ 619,788</b>	<b>\$ 562,424</b>	<b>\$ (57,364)</b>	<b>-9.26%</b>	<b>\$ 613,249</b>	<b>\$ 635,082</b>

	A	B	C	E	F	G	H	I	L
1	Peak Prep Pleasant Valley								
2	Based on Governor's 2022-23 Budget Proposal								
3				2022/23 Adopted Budget	2022/23 1st Interim Budget	1st Interim vs Adopted Budget Change		2023/24 Budget	2024/25 Budget
4						Amount	%		
5	<b>Object</b>	<b>Description</b>	<b>Comments</b>						
32		<b>Books and Supplies</b>							
33	4100	Textbooks Curriculum	Accelerate, Edgenuity R0000/0709/6300	\$ 229,229	\$ 229,229	\$ -	0.00%	\$ 236,106	\$ 243,189
34	4100	Textbooks Curriculum	ELO Summer School/Supplemental SpEd R7425	5,555	-	(5,555)	-100.00%	-	-
36	4300	Materials and Supplies	Office Supplies F2700	2,575	2,575	-	0.00%	2,652	2,732
37	4300	Materials and Supplies	Instructional Supplies R0000/0709/4127, F1000	64,890	64,890	-	0.00%	66,837	68,842
42	4300	Materials and Supplies	Special Ed R6537	-	392	392	New	-	-
45	4400	Non-capitalized Equipment	Laptops for New Clerical Staff F2700	-	1,928	1,928	New	-	-
46	4400	Non-capitalized Equipment	Laptops for Students and Staff R0709	-	299,326	299,326	New	-	-
47		<b>Total Books and Supplies</b>		<b>\$ 302,249</b>	<b>\$ 598,340</b>	<b>\$ 296,091</b>	<b>97.96%</b>	<b>\$ 305,595</b>	<b>\$ 314,763</b>
48		<b>Other Services and Operating</b>							
51									
52	5200	Travel and Conference	Mileage F2700	\$ 5,202	\$ 5,202	\$ -	0.00%	\$ 5,358	\$ 5,519
53	5220	Travel and Conference	Staff Development F1000 (includes R4035)	19,174	17,152	(2,022)	-10.55%	17,667	18,197
54	5220	Travel and Conference	Staff Development F2700 (includes R4035)	5,487	5,487	-	0.00%	5,652	5,821
55	5220	Travel and Conference	Staff Development R6266 (Educator Effectiveness)	26,200	18,753	(7,447)	-28.42%	-	-
56	5220	Travel and Conference	Staff Development R6500/F1120	4,326	4,326	-	0.00%	4,456	4,589
57		<b>Total Travel and Conference</b>		<b>\$ 60,389</b>	<b>\$ 50,920</b>	<b>\$ (9,469)</b>	<b>-15.68%</b>	<b>\$ 33,132</b>	<b>\$ 34,126</b>
58	5300	Dues and Memberships	A Plus, CSDC, NHS	\$ 13,385	\$ 13,385	\$ -	0.00%	\$ 13,787	\$ 14,200
59		<b>Total Dues and Memberships</b>		<b>\$ 13,385</b>	<b>\$ 13,385</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 13,787</b>	<b>\$ 14,200</b>
60									
61	5450	Insurance	Liability Insurance	\$ 25,516	\$ 26,278	\$ 762	2.99%	\$ 32,848	\$ 33,833
62		<b>Total Insurance</b>		<b>\$ 25,516</b>	<b>\$ 26,278</b>	<b>\$ 762</b>	<b>2.99%</b>	<b>\$ 32,848</b>	<b>\$ 33,833</b>
69	5600	Facilities	Facility Rent F8700	\$ 19,096	\$ 3,297	\$ (15,799)	-82.73%	\$ 3,396	\$ 3,498
70	5600	Facilities	PVSD Room Rental for SpEd Student Testing R7425	-	720	720	New	-	-
71		<b>Total Leases, Rentals and Repairs</b>		<b>\$ 19,096</b>	<b>\$ 4,017</b>	<b>\$ (15,079)</b>	<b>-78.96%</b>	<b>\$ 3,396</b>	<b>\$ 3,498</b>
72	5800	Professional Services	Other Administrative Services, Graduation, Student Info. Systems, Enrollment, Parsec, Transcripts R0000, F2700	\$ 53,951	\$ 58,000	\$ 4,049	7.50%	\$ 59,740	\$ 61,532
73	5800	Professional Services	General Administration, Marketing R0000, F2700	39,140	50,000	10,860	27.75%	51,500	53,045
74	5800	Professional Services	Oversight Fee 1% R0000, F7600	36,150	34,939	(1,211)	-3.35%	37,000	39,211
75	5800	Professional Services	ELlevation, ParentSquare, Gravity Assist, Google Suite, Doc Hub, Zoom, GoToMeeting, STS Shipping Costs R0000, F1000	9,932	63,000	53,068	534.31%	50,000	51,500
76	5800	Professional Services	Student Testing Services R0000, F3160	31,209	31,209	-	0.00%	32,145	33,110

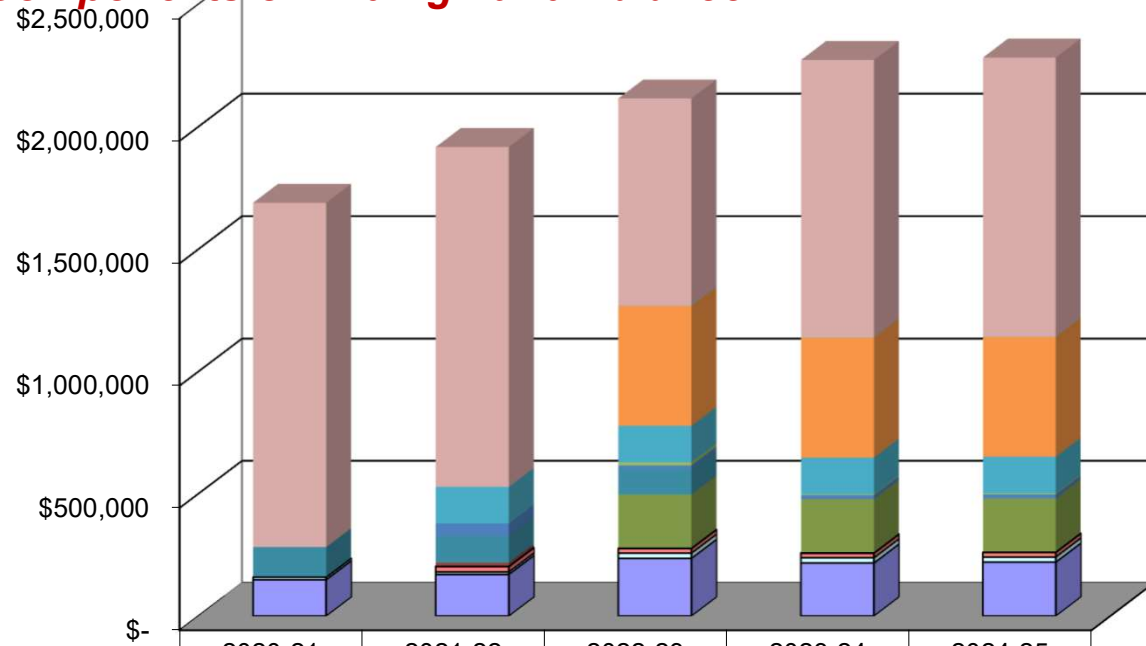


	A	B	C	E	F	G	H	I	L
1	Peak Prep Pleasant Valley								
2	Based on Governor's 2022-23 Budget Proposal								
3				2022/23 Adopted Budget	2022/23 1st Interim Budget	1st Interim vs Adopted Budget Change		2023/24 Budget	2024/25 Budget
4						Amount	%		
5	<b>Object</b>	<b>Description</b>	<b>Comments</b>						
77	5800	Professional Services	Solace Mental, Google Chrome Management Console R0709	-	33,232	33,232	New	-	-
79	5800	Professional Services	Special Ed R3310/R6500 - SpEd NPA Consultant	25,000	70,000	45,000	180.00%	70,000	70,000
80	5800	Professional Services	Educator Effectiveness R6266	9,500	9,500	-	0.00%	-	-
81	5800	Professional Services	Learning Recovery Emergency R7435 (Literary Resources)	-	267	267	New	-	-
82	5800	Professional Services	Potential Savings	-	-	-	0.00%	-	(22,156)
83	5801	Professional Services	Audit Cost R0000,F7190	15,000	15,000	-	0.00%	15,450	15,914
84	5803	Professional Services	BSA Fees R0000, F2700/F7200)	296,432	330,771	34,339	11.58%	303,180	297,935
85	5804	Professional Services	Fingerprinting	-	500	500	New	-	-
86	5899	Professional Services	Legal F7100	30,000	30,000	-	0.00%	30,000	30,000
87		<b>Total Professional Services</b>		<b>\$ 546,314</b>	<b>\$ 726,418</b>	<b>\$ 180,104</b>	<b>32.97%</b>	<b>\$ 649,015</b>	<b>\$ 630,091</b>
88	5901	Communication	Phone	\$ 7,785	\$ 9,000	\$ 1,215	15.61%	\$ 9,270	\$ 9,548
89	5902	Communication	Phone/Internet	5,054	6,500	1,446	28.61%	6,695	6,896
90	5903	Communication	Mail Merge	5,150	4,000	(1,150)	-22.33%	4,120	4,244
91		<b>Total Communication</b>		<b>\$ 17,988</b>	<b>\$ 19,500</b>	<b>\$ 1,512</b>	<b>8.41%</b>	<b>\$ 20,085</b>	<b>\$ 20,688</b>
92		<b>Total Other Services and Operating</b>		<b>\$ 682,689</b>	<b>\$ 840,518</b>	<b>\$ 157,830</b>	<b>23.12%</b>	<b>\$ 752,262</b>	<b>\$ 736,435</b>
100		<b>TOTAL EXPENDITURES</b>		<b>\$ 4,345,381</b>	<b>\$ 4,725,478</b>	<b>\$ 380,098</b>	<b>8.75%</b>	<b>\$ 4,339,853</b>	<b>\$ 4,408,965</b>

	A	B	C	E	F	G	H	I	L	P
1	Peak Prep Pleasant Valley									
2	Based on Governor's 2022-23 Budget Proposal									
3						1st Interim vs Adopted Budget Change				
4										
5	Object	Description	2022/23 Adopted Budget	2022/23 1st Interim Budget	Amount	%	2023/24 Budget	2024/25 Budget		
6		REVENUES:	Enrollment 340	Enrollment 300			Enrollment 300	Enrollment 305	Enrollment/ADA - 2022-23: 300/280.22, 2023-24: 300/282.00, 2024-25: 305/286.70, 2025-26: 310/291.40, 2026-27: 315/296.10, 2027-28: 320/300.80	
7	8010-8099	LCFF Sources	\$ 3,614,959	\$ 3,493,939	\$ (121,020)	-3.35%	\$ 3,700,011	\$ 3,921,148	Local Control Funding Formula 22/23: COLA 13.26% ADJ 0%, 23/24: COLA 5.38% ADJ 0%, 24/25: COLA 4.02% ADJ 0%, 25/26: COLA 2.00% ADJ 0%, 26/27: COLA 2.00% ADJ 0%, 27/28: COLA 2.00% ADJ 0%	
8	8100-8299	Federal Revenue	466,399	380,986	(85,413)	-18.31%	447,768	148,023		
9	8300-8599	Other State	86,291	760,708	674,417	781.56%	79,096	80,007		
10	8600-8799	Other Local	230,929	288,239	57,310	24.82%	269,674	269,674		
11		TOTAL REVENUES	\$4,398,578	\$4,923,872	\$ 525,294	11.94%	\$4,496,549	\$ 4,418,852		
12		EXPENDITURES								
13	1000-1999	Certificated Salaries	\$ 2,546,328	\$ 2,523,624	\$ (22,704)	-0.89%	\$ 2,421,525	\$ 2,472,393	Teacher FTE - 2022-23: 23.00, 2023-24: 23.00, 2024- 25: 23.00, 2025-26: 23.00, 2026-27: 23.00, 2027-28: 23.00	
14	2000-2999	Classified Salaries	194,327	200,572	6,245	3.21%	247,222	250,291	Clerical FTE - 2022-23: 3.0, 2023-24: 3.0, 2024-25: 3.0, 2025-26: 3.0, 2026-27: 3.0, 2027-28: 3.0	
15	3000-3999	Employee Benefits	619,788	562,424	(57,364)	-9.26%	613,249	635,082		
16	4000-4999	Books and Supplies	302,249	598,340	296,091	97.96%	305,595	314,763		
17	5000-5999	Services and Other Operating	682,689	840,518	157,830	23.12%	752,262	736,435		
20		TOTAL EXPENDITURES	\$4,345,381	\$4,725,478	\$ 380,098	8.75%	\$4,339,853	\$ 4,408,965		
21		NET INCREASE/(DECREASE)	\$ 53,198	\$ 198,394	\$ 145,197	272.94%	\$ 156,696	\$ 9,887		
22	9791	Beginning Balance	\$ 1,921,760	\$ 1,917,336	\$ (4,424)	-0.23%	\$ 2,115,730	\$ 2,272,426		
24		ENDING FUND BALANCE	\$1,974,958	\$2,115,730	\$ 140,773	7.13%	\$2,272,426	\$ 2,282,313		
25		COMPONENTS OF ENDING FUND BALANCE								
26	9797	R6266 Educator Effectivness	\$ 11,975	\$ 16,494	\$ 4,519	37.74%	\$ 16,494	\$ 16,494		
27	9797	R6300 Lottery Restricted	9,310	18,196	8,886	95.45%	18,196	18,196		
28	9797	R6536 State Special Education ADR	2,534	1,557	(977)	-38.56%	1,557	1,557		
29	9797	R6537 State Special Education LRS	14,253	2,894	(11,359)	-79.70%	2,894	2,894		
30	9797	R6762 Arts, Music & IM Discretionary	-	216,781	216,781	New	216,781	216,781		
31	9797	R7412 A-G Access	-	75,000	75,000	New	75,000	75,000		
32	9797	R7413 A-G Learning Loss	-	75,000	75,000	New	75,000	75,000		
33	9797	R7425 Expanded Learning Opportunity	62,313	81,702	19,389	31.12%	-	-		
34	9797	R7426 Expanded Learning Opportunity (Para)	-	21,144	21,144	New	-	-		
35	9797	R7435 Learning Recovery Emergency	-	491,960	491,960	New	491,960	491,960		
36	9797	R7810 Ethnic Studies	-	3,886	3,886	New	3,886	3,886		
37	9797	R9003 VCSSFA Ergo Funds	4,000	11,781	7,781	194.53%	4,000	4,000		
38	9796	Economic Uncert. (Greater of 5% or \$65K) 0000	217,269	236,274	19,005	8.75%	216,993	220,448		
39		Economic Uncert. %	5.00%	5.00%	0.00%	0.00%	5.00%	5.00%		
40	9790	R0060 Mandated Block Grant (includes one- time grant)	20,599	21,268	669	3.25%	21,268	21,268		
41	9796	Designated Accel Settlement Payments	283,333	-	(283,333)	-100.00%	-	-	Payment Plan for Accel Settlement	
42	9790	Undesignated 0000	1,349,372	841,793	(507,579)	-37.62%	1,128,397	1,134,829		
43		ENDING FUND BALANCE	\$1,974,958	\$2,115,730	\$ 140,773	7.13%	\$2,272,426	\$ 2,282,313		



## Components of Ending Fund Balance

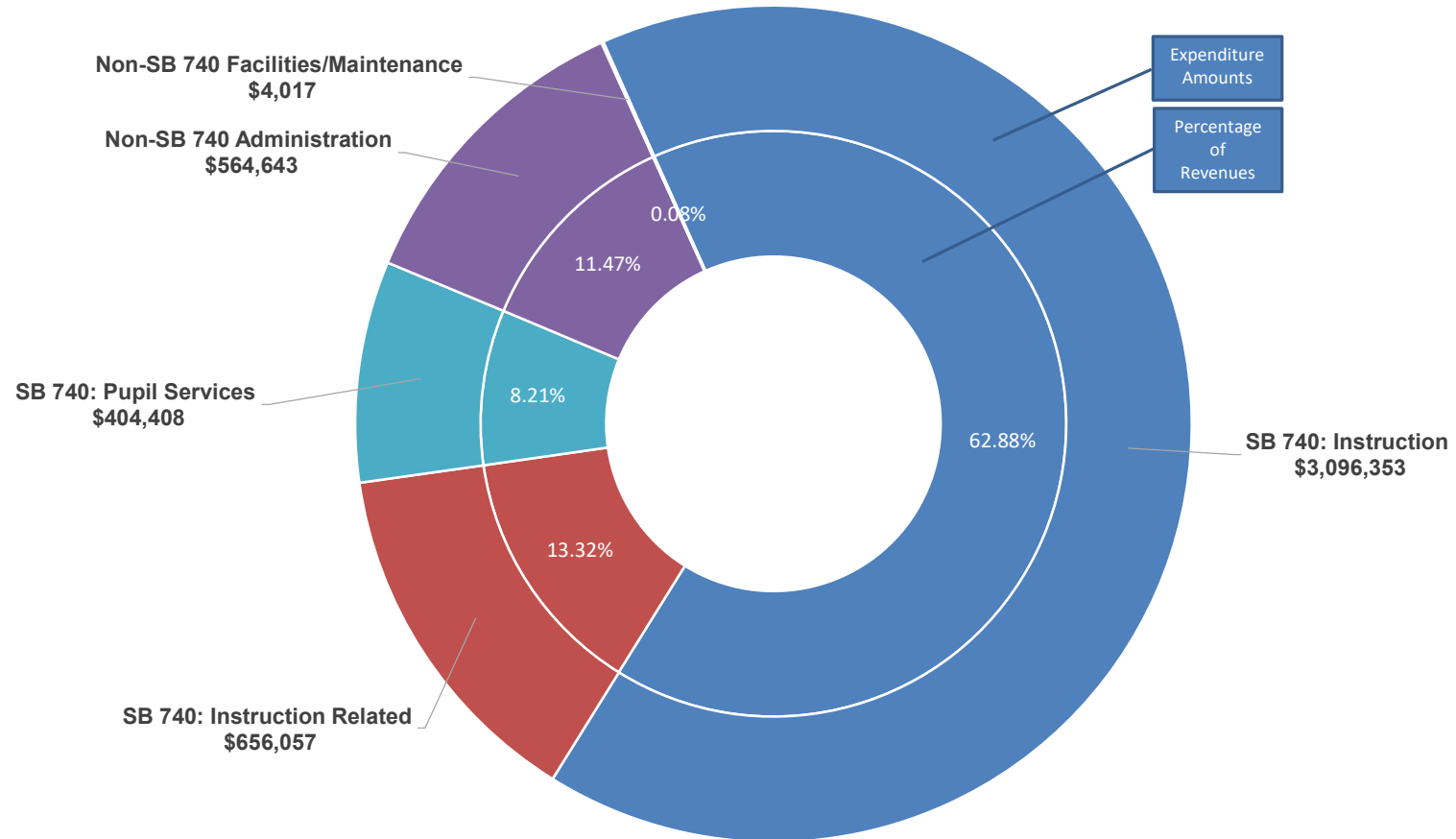


	2020-21	2021-22	2022-23	2023-24	2024-25
Undesignated	\$1,408,077	\$1,389,088	\$841,793	\$1,128,397	\$1,134,829
Ethnic Studies	\$-	\$-	\$3,886	\$3,886	\$3,886
Learning Recovery Emergency	\$-	\$-	\$491,960	\$491,960	\$491,960
A-G Grant	\$-	\$150,000	\$150,000	\$150,000	\$150,000
VCSSFA Ergo Funds	\$-	\$-	\$11,781	\$4,000	\$4,000
Educator Effectiveness	\$-	\$50,231	\$16,494	\$16,494	\$16,494
ELO Grant	\$122,956	\$110,420	\$102,846	\$-	\$-
Arts, Music & IM	\$-	\$-	\$216,781	\$216,781	\$216,781
State Special Ed: LRS	\$-	\$14,253	\$2,894	\$2,894	\$2,894
State Special Ed: ADR	\$-	\$1,557	\$1,557	\$1,557	\$1,557
Restricted Lottery	\$-	\$20,972	\$18,196	\$18,196	\$18,196
Mandate Block Grant	\$10,205	\$10,417	\$21,268	\$21,268	\$21,268
Economic Uncertainties	\$148,717	\$170,398	\$236,274	\$216,993	\$220,448

	A	B	C	D	E	F	G	H	I	J
1	Peak Prep Pleasant Valley									
2	ACTUAL EXPENDITURES TO DATE									
3			2022-23	Actual	Actual	Total	%	%	Balance Remaining	
4			1st Interim	Encumbrances	Expenditures	Enc/Exp	Enc.	Exp.		
5	Object	Description	Budget	as of 11/22/2022	as of 11/22/2022	as of 11/22/2022	To Date	To Date	Amount	%
6										
7	1000	Certificated Salaries	\$ 2,523,624	\$ 1,682,333	\$ 798,366	\$ 2,480,699	66.66%	31.64%	\$ 42,925	1.70%
8	2000	Classified Salaries	200,572	116,837	61,266	178,103	58.25%	30.55%	22,469	11.20%
9	3000	Employee Benefits	562,424	418,303	138,041	556,344	74.38%	24.54%	6,080	1.08%
10	4100	Textbooks	229,229	44,908	176,544	221,452	19.59%	77.02%	7,777	3.39%
12	4300	Materials and Supplies	67,857	3,928	25,017	28,945	5.79%	36.87%	38,912	57.34%
13	4400	Non-capitalized Equipment	301,254	-	301,254	301,254	0.00%	100.00%	-	0.00%
15	5200	Travel and Conference	50,920	180	51,465	51,645	0.35%	101.07%	(725)	-1.42%
16	5300	Memberships and Dues	13,385	-	1,235	1,235	0.00%	9.23%	12,150	90.77%
17	5400	Insurance	26,278	-	26,278	26,278	0.00%	100.00%	-	0.00%
19	5600	Rentals, Leases, and Repairs	4,017	3,297	720	4,017	82.08%	17.92%	-	0.00%
20	5800	Professional Services	726,418	463,566	165,910	629,476	63.82%	22.84%	96,942	13.35%
21	5900	Communication	19,500	4,447	8,795	13,242	22.81%	45.10%	6,258	32.09%
24		<b>TOTAL EXPENDITURES</b>	<b>\$ 4,725,478</b>	<b>\$ 2,737,799</b>	<b>\$ 1,754,891</b>	<b>\$ 4,492,690</b>	<b>57.94%</b>	<b>37.14%</b>	<b>\$ 232,788</b>	<b>4.93%</b>

	A	B	C	D	E	F	G
1	<b>Peak Prep Pleasant Valley 2022-23</b>						
2	<b>SB 740 Eligible Expenditures</b>						
3							
4		<b>2022/23 First Interim Budget</b>	<b>Encumbrances as of 11/22/2022</b>	<b>Actual Expenses as of 11/22/2022</b>	<b>2022/23 Actual Enc. And Exp.</b>	<b>Remaining Balance</b>	<b>% Remaining</b>
5							
6	<b>TOTAL REVENUES</b>	<b>\$ 4,923,872</b>			<b>\$ 4,923,872</b>	<b>N/A</b>	<b>N/A</b>
7	<b>Revenue Adjustments</b>	<b>\$ -</b>			<b>\$ -</b>	<b>N/A</b>	<b>N/A</b>
8	<b>REVENUES USED FOR 80% CALCULATION</b>	<b>\$ 4,923,872</b>			<b>\$ 4,923,872</b>	<b>N/A</b>	<b>N/A</b>
9	<b>Less Local (Interest, Fund Raising, Startup)</b>	<b>\$ (23,565)</b>			<b>\$ (13,029)</b>	<b>N/A</b>	<b>N/A</b>
10	<b>Net Revenues (Used for 40% Requirement)</b>	<b>\$ 4,900,307</b>			<b>\$ 4,910,843</b>	<b>N/A</b>	<b>N/A</b>
11	<b>SB 740 ELIGIBLE EXPENDITURES (Functions 1000-4999)</b>						
12	Certificated Salaries	\$ 2,457,224	\$ 1,648,733	\$ 765,566	\$ 2,414,299	\$ 42,925	1.75%
13	Certificated Employee Benefits	504,684	378,946	121,589	500,535	4,149	0.82%
14	Special Education Contracts	70,000	60,284	8,884	69,168	832	1.19%
15	<b>Total SB 740 Cert. Sal\Ben and Spec Ed Contracts</b>	<b>\$ 3,031,908</b>	<b>\$ 2,087,963</b>	<b>\$ 896,039</b>	<b>\$ 2,984,002</b>	<b>\$ 47,906</b>	<b>1.58%</b>
16	<b>Total SB 740 Cert. Sal\Ben and Spec Ed as % of Net Revenue (Excludes Interest, Fund Raising, Startup)</b>	<b>61.87%</b>	<b>Budget Meets 40% Minimum Requirement</b>		<b>60.76%</b>	<b>Actuals Meet 40% Minimum Requirement</b>	
17	Classified Salaries	\$ 200,572	\$ 116,837	\$ 61,266	\$ 178,103	\$ 22,469	11.20%
18	Employee Benefits	46,485	31,988	12,566	44,554	1,931	4.15%
19	Books and Supplies	598,340	48,836	502,816	551,652	46,688	7.80%
21	Services, Other Operating	279,513	39,637	181,233	220,870	58,643	20.98%
24	<b>Total Other SB 740 Expenditures</b>	<b>\$ 1,124,910</b>	<b>\$ 237,298</b>	<b>\$ 757,881</b>	<b>\$ 995,179</b>	<b>\$ 129,731</b>	<b>11.53%</b>
25	<b>Total SB 740 EXPENDITURES (Functions 1000-4000)</b>	<b>\$ 4,156,818</b>	<b>\$ 2,325,261.00</b>	<b>\$ 1,653,920.00</b>	<b>\$ 3,979,181.00</b>	<b>\$ 177,637.00</b>	<b>4.27%</b>
26	<b>Total SB 740 Expenditures as % of Total Revenue</b>	<b>84.42%</b>	<b>Budget Meets 80% Minimum</b>		<b>80.81%</b>	<b>Actuals Meets 80% Minimum</b>	
27	<b>Percentage Over/(Under)</b>	<b>4.42%</b>			<b>0.81%</b>		
28	<b>Amount Over/(Under)</b>	<b>\$ 217,720</b>			<b>\$ 40,083.40</b>		
29	<b>NON SB 740 EXPENDITURES (Functions 5000-9999)</b>						
30	Certificated Salaries	\$ 66,400	\$ 33,600	\$ 32,800	\$ 66,400	\$ -	0.00%
32	Employee Benefits	11,255	7,370	3,886	11,256	(1)	-0.01%
34	Services, Other Operating	491,005	371,569	64,286	435,855	55,150	11.23%
37	<b>Total NON SB 740 EXPENDITURES (Functions 5000-9999)</b>	<b>\$ 568,660</b>	<b>\$ 412,539</b>	<b>\$ 100,972</b>	<b>\$ 513,511</b>	<b>\$ 55,149</b>	<b>9.70%</b>
38	<b>Total NON SB 740 Expenditures as % of Total Revenue</b>	<b>11.55%</b>			<b>10.43%</b>		
39	<b>TOTAL EXPENDITURES/ENCUMBRANCES</b>	<b>\$ 4,725,478</b>	<b>\$ 2,737,800</b>	<b>\$ 1,754,892</b>	<b>\$ 4,492,692</b>	<b>\$ 232,786</b>	<b>4.93%</b>
40	<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>\$ 198,394</b>			<b>\$ 431,180</b>		
41	<b>Beginning Balance</b>	<b>\$ 1,917,336</b>			<b>\$ 1,917,336</b>		
42	<b>ENDING BALANCE</b>	<b>\$ 2,115,730</b>			<b>\$ 2,348,516</b>		

**Peak Prep Pleasant Valley**  
**2022-23 Funding Determination SB 740**  
**Expenditures by Function**



	Object	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	TOTAL
ACTUALS THRU MONTH OF	OCT														
A. BEGINNING CASH		\$ 1,782,834.13	\$ 1,517,579.33	\$ 386,932.11	\$ 507,207.25	\$ 684,930.48	\$ 954,470.65	\$ 1,073,619.70	\$ 1,015,344.26	\$ 1,186,354.55	\$ 1,275,792.46	\$ 1,565,325.18	\$ 1,685,170.40		\$ 1,782,834.13
B. RECEIPTS															
LCFF															
LCFF State Aid	8011	135,040.00	135,040.00	243,072.00	243,072.00	195,605.82	195,605.82	195,605.82	195,605.82	195,605.82	195,605.82	195,605.82	43,467.96	4,465.30	2,173,398.00
Education Protection Account (EPA)	8012	-	-	16,273.00	-	-	16,273.00	-	-	16,273.00	-	-	-	16,273.00	65,092.00
In-Lieu to Charter	8096	(35,943.00)	-	225,981.00	100,436.00	100,435.92	100,435.92	100,435.92	100,435.92	175,762.86	87,881.43	87,881.43	188,317.35	23,388.25	1,255,449.00
IDEA Part B 3310	8181	-	-	-	6,387.30	-	-	-	-	-	-	-	-	35,295.70	41,683.00
Title I, Part A 3010	8290	45,429.00	-	-	-	-	-	-	-	-	-	-	-	39,741.00	85,170.00
ESSER II Fund 3212	8290	4,828.96	15,836.00	-	(15,836.00)	-	-	-	-	14,499.50	-	7,249.75	-	2,420.79	28,999.00
ESSER II Fund 3212 PYR	8290	-	-	-	15,836.00	-	-	-	-	-	-	-	-	(15,836.00)	-
ESSER III Fund 3213	8290	53,963.99	-	886.00	28,254.00	-	-	-	-	-	-	-	-	77,868.01	160,972.00
ESSER III Fund 3213 PYR	8290	-	-	-	(14,127.00)	-	-	-	-	-	-	-	-	14,127.00	-
ESSER III Fund 3214	8290	-	-	-	-	-	-	-	-	-	-	-	-	10,748.00	42,992.00
ELOG ESSER II 3216	8290	-	-	8,115.00	(8,115.00)	-	-	-	-	21,496.00	-	10,748.00	-	-	-
ELOG GEER II 3217 PRY	8290	-	-	1,862.00	8,115.00	-	-	-	-	-	-	-	-	(9,977.00)	-
ELOG ESSER II 3218	8290	-	-	5,290.00	-	-	-	-	-	-	-	-	-	(5,290.00)	-
ELOG ESSER II 3219	8290	-	-	9,119.00	(9,119.00)	-	-	-	-	-	-	-	-	-	-
ELOG ESSER II 3219 PRY	8290	-	-	-	9,119.00	-	-	-	-	-	-	-	-	(9,119.00)	-
Title II, Part A 4035	8290	11,456.00	-	-	-	-	-	-	-	-	-	-	-	(286.00)	11,170.00
ESSA Title IV 4127	8290	7,500.00	-	-	-	-	-	-	-	-	-	-	-	2,500.00	10,000.00
Mandated Block Grant	8550	-	-	-	-	-	-	-	-	-	-	-	-	10,851.00	10,851.00
Lottery Unrestricted 1100	8560	-	-	6,372.68	-	-	-	6,837.75	-	-	6,837.75	-	-	7,302.82	27,351.00
Lottery Restricted 6300	8560	-	-	6,927.53	-	-	-	-	-	-	-	-	-	2,684.47	9,612.00
Universal Pre K 6053	8560	26,505.00	38.00	-	-	-	-	-	-	-	-	-	-	(26,543.00)	-
Educator Effectiveness 6266	8590	-	-	14,012.00	(14,012.00)	-	-	-	-	-	-	-	-	-	-
Arts, Music & IM Discretionary 6762	8590	-	-	-	-	-	108,390.50	-	-	-	-	108,390.50	-	-	216,781.00
A-G Grant 7412	8590	-	-	18,750.00	-	-	-	-	-	-	-	-	-	(18,750.00)	-
A-G Grant LL 7413	8590	-	-	18,750.00	-	-	-	-	-	-	-	-	-	(18,750.00)	-
Learning Recovery Emergency 7435	8590	-	-	-	-	246,113.50	-	-	-	-	246,113.50	-	-	-	492,227.00
Ethnic Studies 7810	8590	3,886.00	-	-	-	-	-	-	-	-	-	-	-	-	3,886.00
Interest	8660	-	-	-	1,798.51	-	1,065.50	1,065.50	-	970.00	-	-	-	100.49	5,000.00
Other Local Income	8699	11,781.00	-	-	6,783.56	-	-	-	-	-	-	-	-	0.44	18,565.00
AB602 6500	8792	-	-	31,965.00	21,174.00	23,820.66	23,820.66	23,820.66	23,820.66	23,820.66	23,820.66	23,820.66	5,293.48	39,496.90	264,674.00
TOTAL RECEIPTS		264,446.95	150,914.00	607,375.21	379,766.37	565,975.90	445,591.40	327,765.65	319,862.40	448,427.84	560,259.16	433,696.16	237,078.79	182,712.17	4,923,872.00
C. DISBURSEMENTS															
Certificated Salaries	1000-1999	183,533.04	216,072.14	200,883.53	197,877.59	208,956.07	247,062.79	214,003.32	211,984.42	215,517.49	212,741.50	207,189.53	100,944.96	106,857.63	2,523,624.00
Classified Salaries	2000-2999	13,598.56	8,742.09	7,966.52	11,480.42	18,051.48	18,051.48	18,051.48	18,051.48	18,051.48	18,051.48	18,051.48	24,068.64	8,355.41	200,572.00
Employee Benefits	3000-3999	19,062.60	21,722.40	45,135.13	48,008.69	55,061.31	57,817.19	55,904.95	55,342.52	52,867.86	52,699.13	49,324.58	22,496.96	26,980.69	562,424.00
Supplies	4000-4999	226,675.94	6,137.47	217,187.85	11,539.97	29,917.00	7,598.92	15,317.50	11,607.80	21,719.74	18,668.21	11,966.80	17,950.20	2,052.60	598,340.00
Services	5000-5999	88,675.04	38,179.96	65,225.53	22,776.60	40,260.81	2,437.50	83,799.64	35,637.96	23,114.25	34,713.39	25,972.01	168,103.60	211,621.70	840,518.00
TOTAL DISBURSEMENTS		531,545.18	290,854.06	536,398.56	291,683.27	352,246.67	332,967.88	387,076.89	332,624.18	331,270.81	336,873.71	312,504.40	333,564.36	355,868.03	4,725,478.00
INCOME LESS EXPENDITURES		(267,098.23)	(139,940.06)	70,976.65	88,083.10	213,729.23	112,623.52	(59,311.24)	(12,761.78)	117,157.03	223,385.45	121,191.76	(96,485.57)	(173,155.86)	198,394.00
D. PRIOR YEAR TRANSACTIONS															
Accounts Receivable	92XX	981,295.28	450,775.00	15,676.00	55,695.00	47,317.38	-	-	176,417.89	(68,736.77)	68,736.77	-	220,040.80	0.00	1,947,217.36
Prepaid Expenditures	9330	73,083.72	-	-	-	-	-	-	-	-	-	-	-	-	73,083.72
Accounts Payable	9510-9650	(202,535.57)	(1,441,482.16)	33,622.49	33,945.13	8,493.55	6,525.53	1,035.80	7,354.17	41,017.65	(2,589.50)	(1,346.54)	480,160.24	0.00	(1,035,799.19)
Accounts Payable (Accel Settlement)	9510-9650	(850,000.00)	-	-	-	-	-	-	-	-	-	-	-	-	(850,000.00)
TOTAL PY TRANSACTIONS		1,843.43	(990,707.16)	49,298.49	89,640.13	55,810.94	6,525.53	1,035.80	183,772.07	(27,719.12)	66,147.27	(1,346.54)	700,201.05	0.01	134,501.89
E. NET INCREASE/(DECREASE)															
(B-C+D)		(265,254.80)	(1,130,647.22)	120,275.14	177,723.23	269,540.17	119,149.06	(58,275.44)	171,010.29	89,437.90	289,532.72	119,845.22	603,715.48	(173,155.85)	332,895.89
F. ENDING CASH (A+E)		1,517,579.33	386,932.11	507,207.25	684,930.48	954,470.65	1,073,619.70	1,015,344.26	1,186,354.55	1,275,792.46	1,565,325.18	1,685,170.40	2,288,885.87		
G. ENDING FUND BALANCE															
ACTUAL CASH BALANCE		\$ 1,517,579.33	\$ 386,932.11	\$ 507,207.25	\$ 684,930.48										
DIFFERENCE		\$ -	\$ -	\$ (0.00)	\$ -	\$ 954,470.65	\$ 1,073,619.70	\$ 1,015,344.26	\$ 1,186,354.55	\$ 1,275,792.46	\$ 1,565,325.18	\$ 1,685,170.40	\$ 2,288,885.87		

# First Interim Certification



Charter Number: 2062

To the chartering authority and the county superintendent of schools (or only to the county superintendent of schools if the county board of education is the chartering authority):

2022-23 CHARTER SCHOOL INTERIM REPORT: This report is hereby filed by the charter school pursuant to Education Code Section 47604.33(a).

Signed:

Date:

Charter School Official  
(Original signature required)

Printed Name: Shalen Bishop

Title: Executive Director

For additional information on the interim report, please contact:

Charter School Contact:

Tami Peterson

Name

Chief Business Official

Title

805-383-1972

Telephone

tpeterson@vcoe.org

E-mail Address

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G = General  
Ledger Data; S =  
Supplemental  
Data

		Data Supplied For:			
Form	Description	2022-23 Original Budget	2022-23 Board Approved Operating Budget	2022-23 Actuals to Date	2022-23 Projected Totals
01I	General Fund/County School Service Fund				
08I	Student Activity Special Revenue Fund				
11I	Adult Education Fund				
12I	Child Development Fund				
13I	Cafeteria Special Revenue Fund				
14I	Deferred Maintenance Fund				
15I	Pupil Transportation Equipment Fund				
17I	Special Reserve Fund for Other Than Capital Outlay Projects				
18I	School Bus Emissions Reduction Fund				
19I	Foundation Special Revenue Fund				
20I	Special Reserve Fund for Postemployment Benefits				
21I	Building Fund				
25I	Capital Facilities Fund				
30I	State School Building Lease- Purchase Fund				
35I	County School Facilities Fund				
40I	Special Reserve Fund for Capital Outlay Projects				
49I	Capital Project Fund for Blended Component Units				

51I	Bond Interest and Redemption Fund				
52I	Debt Service Fund for Blended Component Units				
53I	Tax Override Fund				
56I	Debt Service Fund				
57I	Foundation Permanent Fund				
61I	Cafeteria Enterprise Fund				
62I	Charter Schools Enterprise Fund	G	G	G	G
63I	Other Enterprise Fund				
66I	Warehouse Revolving Fund				
67I	Self-Insurance Fund				
71I	Retiree Benefit Fund				
73I	Foundation Private-Purpose Trust Fund				
76I	Warrant/Pass-Through Fund				
95I	Student Body Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				
CHG	Change Order Form				
CI	Interim Certification				S
ESMOE	Every Student Succeeds Act Maintenance of Effort				GS
ICR	Indirect Cost Rate Worksheet				
SIAI	Summary of Interfund Activities - Projected Year Totals				

Fund 620  
Charter Schools  
Enterprise Fund

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	3,614,959.00	3,614,959.00	1,062,971.00	3,493,939.00	(121,020.00)	-3.3%
2) Federal Revenue		8100-8299	466,399.00	466,399.00	184,800.25	380,986.00	(85,413.00)	-18.3%
3) Other State Revenue		8300-8599	86,291.00	86,291.00	81,229.21	760,708.00	674,417.00	781.6%
4) Other Local Revenue		8600-8799	230,929.00	230,929.00	73,502.07	288,239.00	57,310.00	24.8%
5) TOTAL, REVENUES			4,398,578.00	4,398,578.00	1,402,502.53	4,923,872.00		
<b>B. EXPENSES</b>								
1) Certificated Salaries		1000-1999	2,546,328.00	2,546,328.00	798,366.30	2,523,624.00	22,704.00	0.9%
2) Classified Salaries		2000-2999	194,327.00	194,327.00	41,787.59	200,572.00	(6,245.00)	-3.2%
3) Employee Benefits		3000-3999	619,788.00	619,788.00	133,928.82	562,424.00	57,364.00	9.3%
4) Books and Supplies		4000-4999	302,249.00	302,249.00	461,541.23	598,340.00	(296,091.00)	-98.0%
5) Services and Other Operating Expenses		5000-5999	682,689.00	682,689.00	214,857.13	840,518.00	(157,829.00)	-23.1%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499		0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			4,345,381.00	4,345,381.00	1,650,481.07	4,725,478.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			53,197.00	53,197.00	(247,978.54)	198,394.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			53,197.00	53,197.00	(247,978.54)	198,394.00		
<b>F. NET POSITION</b>								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	1,921,760.00	1,921,760.00		1,917,336.00	(4,424.00)	-0.2%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,921,760.00	1,921,760.00		1,917,336.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			1,921,760.00	1,921,760.00		1,917,336.00		
2) Ending Net Position, June 30 (E + F1e)			1,974,957.00	1,974,957.00		2,115,730.00		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	500,602.00	500,602.00		236,274.00		
b) Restricted Net Position		9797	104,385.00	104,385.00		1,016,395.00		
c) Unrestricted Net Position		9790	1,369,970.00	1,369,970.00		863,061.00		
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	2,294,418.00	2,294,418.00	756,224.00	2,173,398.00	(121,020.00)	-5.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Education Protection Account State Aid - Current Year		8012	65,092.00	65,092.00	16,273.00	65,092.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	1,255,449.00	1,255,449.00	290,474.00	1,255,449.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			3,614,959.00	3,614,959.00	1,062,971.00	3,493,939.00	(121,020.00)	-3.3%
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	43,080.00	43,080.00	6,387.30	41,683.00	(1,397.00)	-3.2%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	85,642.00	85,642.00	45,429.00	85,170.00	(472.00)	-0.6%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	13,192.00	13,192.00	11,456.00	11,170.00	(2,022.00)	-15.3%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3150, 3155, 3180, 3182, 4037, 4124, 4126, 4127, 4128, 5630	8290	10,000.00	10,000.00	7,500.00	10,000.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	314,485.00	314,485.00	114,027.95	232,963.00	(81,522.00)	-25.9%
TOTAL, FEDERAL REVENUE			466,399.00	466,399.00	184,800.25	380,986.00	(85,413.00)	-18.3%
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	10,182.00	10,182.00	0.00	10,851.00	669.00	6.6%
Lottery - Unrestricted and Instructional Materials		8560	76,109.00	76,109.00	13,300.21	36,963.00	(39,146.00)	-51.4%
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	67,929.00	712,894.00	712,894.00	New
TOTAL, OTHER STATE REVENUE			86,291.00	86,291.00	81,229.21	760,708.00	674,417.00	781.6%
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	5,000.00	5,000.00	1,798.51	5,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	2,000.00	2,000.00	18,564.56	18,565.00	16,565.00	828.3%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	223,929.00	223,929.00	53,139.00	264,674.00	40,745.00	18.2%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			230,929.00	230,929.00	73,502.07	288,239.00	57,310.00	24.8%
TOTAL, REVENUES			4,398,578.00	4,398,578.00	1,402,502.53	4,923,872.00		
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	1,953,000.00	1,953,000.00	576,073.70	1,878,175.00	74,825.00	3.8%
Certificated Pupil Support Salaries		1200	290,433.00	290,433.00	98,182.58	312,909.00	(22,476.00)	-7.7%
Certificated Supervisors' and Administrators' Salaries		1300	302,895.00	302,895.00	120,465.02	328,895.00	(26,000.00)	-8.6%
Other Certificated Salaries		1900	0.00	0.00	3,645.00	3,645.00	(3,645.00)	New
TOTAL, CERTIFICATED SALARIES			2,546,328.00	2,546,328.00	798,366.30	2,523,624.00	22,704.00	0.9%



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	0.00	0.00	0.00	27,700.00	(27,700.00)	New
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	194,327.00	194,327.00	41,787.59	172,872.00	21,455.00	11.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			194,327.00	194,327.00	41,787.59	200,572.00	(6,245.00)	-3.2%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	203,222.00	203,222.00	62,188.03	201,903.00	1,319.00	0.6%
Health and Welfare Benefits		3401-3402	353,726.00	353,726.00	53,964.04	301,506.00	52,220.00	14.8%
Unemployment Insurance		3501-3502	13,423.00	13,423.00	4,159.24	13,398.00	25.00	0.2%
Workers' Compensation		3601-3602	45,223.00	45,223.00	12,770.39	41,408.00	3,815.00	8.4%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	4,194.00	4,194.00	847.12	4,209.00	(15.00)	-0.4%
TOTAL, EMPLOYEE BENEFITS			619,788.00	619,788.00	133,928.82	562,424.00	57,364.00	9.3%
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	234,784.00	234,784.00	135,879.37	229,229.00	5,555.00	2.4%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	67,465.00	67,465.00	24,407.74	67,857.00	(392.00)	-0.6%
Noncapitalized Equipment		4400	0.00	0.00	301,254.12	301,254.00	(301,254.00)	New
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			302,249.00	302,249.00	461,541.23	598,340.00	(296,091.00)	-98.0%
<b>SERVICES AND OTHER OPERATING EXPENSES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	60,389.00	60,389.00	46,404.09	50,920.00	9,469.00	15.7%
Dues and Memberships		5300	13,385.00	13,385.00	1,235.00	13,385.00	0.00	0.0%
Insurance		5400-5450	25,516.00	25,516.00	26,278.00	26,278.00	(762.00)	-3.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	19,096.00	19,096.00	720.00	4,017.00	15,079.00	79.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and								
Operating Expenditures		5800	546,314.00	546,314.00	135,025.47	726,418.00	(180,104.00)	-33.0%
Communications		5900	17,989.00	17,989.00	5,194.57	19,500.00	(1,511.00)	-8.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			682,689.00	682,689.00	214,857.13	840,518.00	(157,829.00)	-23.1%
<b>DEPRECIATION AND AMORTIZATION</b>								
Depreciation Expense		6900	0.00	0.00	0.00	0.00	0.00	0.0%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers Out								
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENSES			4,345,381.00	4,345,381.00	1,650,481.07	4,725,478.00		
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
6266	Educator Effectiveness, FY 2021-22	16,494.00
6300	Lottery: Instructional Materials	18,196.00
6536	Special Ed: Dispute Prevention and Dispute Resolution	1,557.00
6537	Special Ed: Learning Recovery Support	2,894.00
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	216,781.00
7412	A-G Access/Success Grant	75,000.00
7413	A-G Learning Loss Mitigation Grant	75,000.00
7425	Expanded Learning Opportunities (ELO) Grant	81,702.00
7426	Expanded Learning Opportunities (ELO) Grant: Paraprofessional Staff	21,144.00
7435	Learning Recovery Emergency Block Grant	491,960.00
7810	Other Restricted State	3,886.00
9010	Other Restricted Local	11,781.00
Total, Restricted Net Position		1,016,395.00

# Average Daily Attendance

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>C. CHARTER SCHOOL ADA</b>						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools.						
Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
<b>FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.</b>						
<b>1. Total Charter School Regular ADA</b>	0.00	0.00	0.00	0.00	0.00	0.0%
<b>2. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0.0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0.0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0.0%
<b>d. Total, Charter School County Program Alternative Education ADA</b> (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.0%
<b>3. Charter School Funded County Program ADA</b>						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0.0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0.0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.0%
<b>f. Total, Charter School Funded County Program ADA</b> (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.0%
<b>4. TOTAL CHARTER SCHOOL ADA</b> (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.0%
<b>FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.</b>						
<b>5. Total Charter School Regular ADA</b>	319.60	319.60	280.22	280.22	(39.38)	-12.0%
<b>6. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0.0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0.0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0.0%
<b>d. Total, Charter School County Program Alternative Education ADA</b> (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.0%
<b>7. Charter School Funded County Program ADA</b>						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0.0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0.0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.0%
<b>f. Total, Charter School Funded County Program ADA</b>						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.0%
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	319.60	319.60	280.22	280.22	(39.38)	-12.0%
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	319.60	319.60	280.22	280.22	(39.38)	-12.0%

# Form ESMOE

Section I - Expenditures	Funds 01, 09, and 62			2022-23 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	4,725,478.00
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	380,986.00
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	0.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	0.00
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	0.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	0.00
6. All Other Financing Uses	All	9100, 9200	7699, 7651	0.00
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				0.00
D. Plus additional MOE expenditures:			1000-7143, 7300-7439 minus 8000-8699	
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All		0.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				4,344,492.00
Section II - Expenditures Per ADA				2022-23 Annual ADA/Exps. Per ADA
A. Average Daily Attendance (Form AI, Column C, Line C9)*				280.22
B. Expenditures per ADA (Line I.E divided by Line II.A)				15,503.86
Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)		Total	Per ADA	
A. Base expenditures (Preloaded expenditures extracted from prior year Unaudited Actuals MOE Calculation) (Note: If the prior year MOE was not met, in its final determination, CDE will adjust the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)		3,104,375.74	9,538.42	
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)		0.00	0.00	
2. Total adjusted base expenditure amounts (Line A plus Line A.1)		3,104,375.74	9,538.42	
B. Required effort (Line A.2 times 90%)		2,793,938.17	8,584.58	



C. Current year expenditures (Line I.E and Line II.B)	4,344,492.00	15,503.86
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2024-25 may be reduced by the lower of the two percentages)	0.00%	0.00%
*Interim Periods - Annual ADA not available from Form AI. For your convenience, Projected Year Totals Estimated Funded ADA has been preloaded. Manual adjustment may be required to reflect estimated Annual ADA.		
SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)		
Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

# Technical Review Checks

First Interim  
Projected Totals 2022-23  
**Technical Review Checks**  
Phase - All  
Display - Exceptions Only

**Peak Prep Pleasant Valley****Ventura County**

Following is a chart of the various types of technical review checks and related requirements:

**F** - Fatal (Data must be corrected; an explanation is not allowed)

**W/WC** - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)

**O** - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

**IMPORT CHECKS****GENERAL LEDGER CHECKS**

**EXP-POSITIVE - (Warning)** - The following expenditure functions have a negative balance by resource, by fund.  
(NOTE: Functions, including CDE-defined optional functions, are checked individually, except functions 7200-7600 are combined.)

**Exception**

FUND	RESOURCE	FUNCTION	VALUE
62	3010	1000	(\$58,589.00)

Explanation: In the 2022-23 budget, resource 3010 is balanced using object 5710. However, when the books are closed, expenses will be correctly allocated by function, which will eliminate this error.

**SUPPLEMENTAL CHECKS****EXPORT VALIDATION CHECKS**

**CASHFLOW-PROVIDE - (Warning)** - A Cashflow Worksheet (Form CASH) must be provided with your Interim reports. (Note: LEAs may use a cashflow worksheet other than Form CASH, as long as it provides a monthly cashflow projected through the end of the fiscal year.)

**Exception**

Explanation: Cashflow is included in the custom budget report.

First Interim  
Board Approved Operating Budget 2022-23  
**Technical Review Checks**  
Phase - All  
Display - Exceptions Only

Peak Prep Pleasant Valley

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

**F** - Fatal (Data must be corrected; an explanation is not allowed)

**W/WC** - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)

**O** - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

## IMPORT CHECKS

## GENERAL LEDGER CHECKS

**EXP-POSITIVE** - (**Warning**) - The following expenditure functions have a negative balance by resource, by fund.  
(NOTE: Functions, including CDE-defined optional functions, are checked individually, except functions 7200-7600 are combined.)

Exception

FUND	RESOURCE	FUNCTION	VALUE
62	3010	1000	(\$51,781.00)

Explanation: In the 2022-23 budget, resource 3010 is balanced using object 5710. However, when the books are closed, expenses will be correctly allocated by function, which will eliminate this error.

## SUPPLEMENTAL CHECKS

## EXPORT VALIDATION CHECKS

First Interim  
Original Budget 2022-23  
**Technical Review Checks**  
Phase - All  
Display - Exceptions Only

**Peak Prep Pleasant Valley****Ventura County**

Following is a chart of the various types of technical review checks and related requirements:

**F** - Fatal (Data must be corrected; an explanation is not allowed)

**W/WC** - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)

**O** - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

**IMPORT CHECKS****GENERAL LEDGER CHECKS**

**EXP-POSITIVE** - (**Warning**) - The following expenditure functions have a negative balance by resource, by fund.  
(NOTE: Functions, including CDE-defined optional functions, are checked individually, except functions 7200-7600 are combined.)

**Exception**

FUND	RESOURCE	FUNCTION	VALUE
62	3010	1000	(\$51,781.00)

Explanation: In the 2022-23 budget, resource 3010 is balanced using object 5710. However, when the books are closed, expenses will be correctly allocated by function, which will eliminate this error.

**SUPPLEMENTAL CHECKS****EXPORT VALIDATION CHECKS**

First Interim  
Actuals to Date 2022-23  
**Technical Review Checks**  
Phase - All  
Display - Exceptions Only

**Peak Prep Pleasant Valley**

**Ventura County**

Following is a chart of the various types of technical review checks and related requirements:

**F** - Fatal (Data must be corrected; an explanation is not allowed)

**W/WC** - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)

**O** - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

## **IMPORT CHECKS**

## **GENERAL LEDGER CHECKS**

## **SUPPLEMENTAL CHECKS**

## **EXPORT VALIDATION CHECKS**

## **MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF SPECIAL EDUCATION MENTAL HEALTH SERVICES**

This MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF SPECIAL EDUCATION MENTAL HEALTH SERVICES ("MOU") is made and entered into as of 7/1/2022 by and among Peak Prep Pleasant Valley ("LEA") and the County of Ventura, acting through its Behavioral Health Department ("COUNTY"). Hereinafter, LEA and COUNTY may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Ventura County Special Education Local Plan Area ("SELPA") is part of the Ventura County Office of Education ("VCOE"), which is the local agency responsible for performing functions such as the receipt and distribution of funds, providing administrative support to local education agencies, and coordinating SELPA implementation pursuant to California Education Code section 56195.1(c)(2).

WHEREAS, VCOE SELPA and LEA are responsible for ensuring that students with disabilities receive the special education and related services needed to address their social, emotional and behavioral needs and receive a free appropriate public education in accordance with the federal Individuals with Disabilities Education Act ("IDEA") and California Education Code sections 56195 et seq. and 56205.

WHEREAS, VCOE SELPA previously contracted with COUNTY for the provision of educationally related mental health services, also referred to as Educationally Related Social Emotional Services ("ERSES"), to students pursuant to individualized education programs on behalf of local education agencies in Ventura County; however, due to a change in law, local education agencies will receive funding directly, rather than through VCOE SELPA, for the provision of educationally related mental health services and therefore now needs to contract directly with COUNTY for the provision of educationally related mental health services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, and with regard to the above recitals, the Parties agree as follows:

- 1. Array of Services:** Upon LEA's request, COUNTY agrees to provide to LEA educationally related mental health services which may include, but are not limited to, assessments, individual therapy, group therapy, collateral services, case management, any other mental health services as defined in California Education Code section 56363; Code of Federal Regulations, title 34, section 300.34; or a student's individualized education program. This MOU is not intended to make COUNTY a "public agency" within the meaning of the IDEA or related case law, nor is it intended to make COUNTY subject to the due process mandates of the IDEA.

## **2. Funding of Services:**

- a. Notwithstanding anything in this MOU to the contrary, LEA agrees to reimburse COUNTY for the provision of all educationally related mental health services which it provides pursuant to a student's individualized education program according to the rates set forth in Exhibit "A" (Schedule of Fees), attached hereto and incorporated herein by this reference. The rates set forth in Exhibit "A" (Schedule of Fees) are not set by law but have been negotiated between VCOE and LEA.
- b. COUNTY will bill LEA for indirect costs using the flat rate of 15% after the total for services has been determined.
- c. COUNTY will pass through to the LEA the costs, net of other revenue, for Collaborative Educational Services (COEDS) paid by VCBH to Aspiranet for Medi-Cal eligible clients.
- d. Subject to all applicable laws, COUNTY agrees to use its reasonable best efforts to maximize to the extent possible other sources of county, state, or federal funding, including, but not limited to, funding from Medi-Cal. Such funding and/or reimbursements received by COUNTY for provision of educationally related mental health services shall offset any amount LEA is required to pay under this MOU. COUNTY shall provide LEA a basic accounting of the funding or reimbursements it receives when submitting any invoices to LEA.
- e. Billing and Payment. COUNTY will invoice LEA on a quarterly basis for all educationally related mental health services performed by COUNTY pursuant to this MOU. COUNTY will send via U.S. Mail the quarterly invoice to LEA within 45 days of the end of each quarter during the term of this MOU. Upon finding that COUNTY has satisfactorily performed the services, LEA shall make payment to COUNTY within 30 days of its receipt of each quarterly invoice.

**3. Privacy:** The Parties acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub. Law. No. 104-191), the California Confidentiality of Medical Information Act (Cal. Civ. Code, § 56 et seq.), student records under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g), and under provisions of state law relating to privacy. The Parties shall ensure that all activities undertaken under this MOU will conform to the requirements of these laws and all other applicable confidentiality and privacy laws.

**4. Student Data Privacy:** The Parties acknowledge the protections to student data privacy and the nature of duties and responsibilities outlined and agreed to in the California Student Data Privacy Agreement which includes student data transmitted to the COUNTY from the LEA pursuant to compliance with all applicable statutes, including the FERPA (20 U.S.C. § 1232g), Protection of Pupil Rights Amendment



("PPRA") (20 U.S.C. 1232h), Children's Online Privacy Protection Act ("COPPA") (15 U.S.C. §§ 6501-6506), Student Online Personal Information Protection Act ("SOPIPA") (Cal. Bus. & Prof. Code, § 22584), California Education Code Section 49073.1, and other applicable California State laws which may be amended from time to time.

## **5. Indemnification:**

- a. COUNTY's Indemnity Obligation. To the fullest extent permitted by California law, COUNTY shall at its sole expense indemnify, protect, defend and hold harmless LEA its officers, agents, employees, elected board members, and volunteers from and against any third-party liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the negligence, recklessness, or willful misconduct by COUNTY, its officers, agents, employees or subcontractors. This obligation to indemnify and defend LEA and its members' as set forth herein is binding on the successors and assigns of COUNTY and shall survive the termination of this MOU.
- b. LEA's Indemnity Obligation. To the fullest extent permitted by California law, LEA shall at its sole expense indemnify, protect, defend and hold harmless COUNTY, its officers directors, board of supervisors, employees, agents and volunteers from and against any third-party liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the negligence, recklessness, or willful misconduct by LEA or by any individual or entity for which LEA is legally liable, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on LEA real property while services under this MOU are being rendered at any VCOE site. This obligation to indemnify and defend COUNTY, its providers, employees, and agents as set forth here is binding on the successors and assigns of VCOE and shall survive the termination of this MOU.

## **6. Required Insurance**

- a. General Liability Insurance: COUNTY represents to LEA that COUNTY is legally self-insured for its general liability, property damage, and abuse and molestation risk for two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) aggregate. COUNTY's self-insurance program shall protect against loss from liability imposed by law for damages to property or on account of bodily

injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the COUNTY or under the COUNTY'S control or direction. Such general liability, property damage, and abuse and molestation insurance shall be maintained in full force and effect during the entire term of this MOU.

- b. Workers Compensation Insurance. COUNTY is permissively self-insured for workers' compensation for its employees.
- c. Errors and Omissions Insurance. COUNTY shall procure and maintain, during the term of this MOU, professional liability/errors and omissions insurance covering its Providers in the following amounts:
  - \$1,000,000.00 each occurrence/ \$2,000,000.00 aggregate.
- d. Automobile Insurance. COUNTY shall procure and maintain, during the term of this MOU, commercial automobile liability coverage in the minimum amount of \$1,000,000.00 CSL bodily injury and property damage, including owned, non-owned, and hired automobiles.
- e. Cyber Liability Insurance. COUNTY shall procure and maintain, during the term of this MOU, Cyber Liability Insurance in the minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by COUNTY in this MOU and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fine and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- f. Certificates of Insurance. COUNTY will provide to LEA annually a certificate of general liability insurance and professional liability insurance for its Providers. Certificates of such insurance shall be filed with LEA on or before commencement of Services under this MOU.
- g. LEA Named as Additional Insured. COUNTY'S commercial general liability insurance shall name LEA, its school district and charter school members, and employees, officers, directors and superintendents as additional insureds, evidenced by an endorsement, or substantially equivalent document, to the policy.
- h. Claims Made Insurance Policies. Insurance written on a "claims made" basis is to be renewed by COUNTY for a period of five (5) years following termination of this MOU. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this MOU and will cover COUNTY for all claims made.

- i. Failure to Procure Insurance. Failure on the part of COUNTY to procure or maintain required insurance shall constitute a material breach of contract under which LEA may immediately terminate this MOU.

**7. Legal Fees.** In the event COUNTY and/or its Behavioral Health Department is named as a party to an IDEA due process hearing, LEA will pay for the legal fees incurred by COUNTY and/or its Behavioral Health Department.

**8. Non-Exclusivity.** During this term of this MOU, LEA may, independent of its relationship with COUNTY, and without breaching this MOU or any duty owed to COUNTY, contract with other individuals and entities to obtain the same or similar services as COUNTY are rendering for LEA.

During this the term of this MOU, COUNTY may, independent of its relationship with LEA, and without breaching this MOU or any duty owed to LEA, contract with other individuals and entities to render the same or similar services that COUNTY renders for LEA.

**9. Integration.** This MOU represents the entire understanding of LEA and COUNTY as to those matters contained herein, and supersedes and cancels any other prior oral or written understanding, promises or representations with respect to those matters covered hereunder, including that certain memorandum of understanding between COUNTY, LEA and VCOE SELPA for the provision of children's special education mental health services executed on or about July 27, 2020. This MOU may not be amended, modified, or altered except as provided in Section 17.

**10. Laws and Venue.** This MOU 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 MOU, the action shall be brought in a state or federal court situated in the County of Ventura, State of California, unless otherwise specifically provided for under California law.

**11. Implementation Responsibility; Force Majeure.**

- a. The signatories of this MOU or their designees shall be responsible for assuring the agreements included in this MOU are implemented.
- b. Neither party shall be deemed to be in default of the terms of this MOU if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: act(s) of God; any laws and/or regulations of State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force

majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this MOU.

- c. Neither party shall be liable for any excess costs if the failure to perform the MOU arises from any force majeure or any condition or contingency listed above.

**12. Third Party Rights.** Nothing in this MOU shall be construed to give any rights or benefits to anyone other than LEA and COUNTY.

**13. Severability.** The unenforceability, invalidity, or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal.

**14. Term.** This MOU shall be in effect from July 1<sup>st</sup>, 2022 through June 30<sup>th</sup>, 2023. This MOU shall terminate as of the close of business on June 30<sup>th</sup>, 2023. However, this MOU may be extended by mutual written agreement of the parties executed pursuant to Section 17 for two additional one-year periods.

**15. Dispute Resolution.** The Parties agree that the following process will be used to address disputes regarding the implementation of the MOU only after collaborative efforts have been attempted at the lowest possible level.

By July 1, 2022, and for any extension of this MOU beyond June 30, 2023, the Parties will name a mutually agreed upon mediator of a county department or agency to assist to resolve disputes using a process of facilitated communication through non-binding mediation. The Parties will use the following process:

- a. A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the Party initiating the dispute ("Initiating Party") to the "Non-Initiating Party" and the mediator.
- b. If the issue is not resolved within 5 business days, then the Initiating Party shall request that the mediator be contacted to schedule a mediation between the Parties.
- c. No later than 30 calendar days after mediation (or such other time agreed to by the Parties), a resolution plan between the Parties will be developed.
- d. The responsible COUNTY and LEA personnel services shall be responsible for assuring the agreements included in the resolution plan are implemented.
- e. The costs for this service shall be shared equally between the Parties.

**16. Termination.** Either Party may terminate this MOU without cause by giving to the other Party 30 days written notice of such intent to terminate.

**17. Amendment.** This MOU may be amended only by the mutual consent of each Party if such amendment is in written form, is executed with the same formalities as this MOU or in accordance with delegated authority therefor, and is attached to the original MOU to maintain continuity.

**18. Notice.** Any notice, communication, amendments, additions or deletions to this MOU, including change of address of either Party during the term of this MOU, which any Party shall be required or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective Party as follows:

<b>If to LEA:</b> Peak Prep Pleasant Valley 2150 Pickwick Dr #304 Camarillo, CA 93010 PHONE: 805-222-0025 EMAIL: Shalen.Bishop@peak- prep.org	<b>If to COUNTY:</b> VENTURA COUNTY BEHAVIORAL HEALTH ATTN: 1911 Williams Drive, No. 200 Oxnard, CA 93036 PHONE: EMAIL:
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**19. Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

**20. Digital Signatures.** The Parties agree that this MOU may be transmitted and signed by electronic or digital means by either or both Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and California Civil Code section 1633.7.

**21. Authority to Execute.** Each Party represents and warrants that it has the authority to contract or otherwise commit to perform the obligations set forth in this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives in the County of Ventura, California.

**Peak Prep Pleasant Valley**

By: \_\_\_\_\_

Name: Dr. Shalen Bishop\_\_\_\_\_

**COUNTY OF VENTURA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Executive Director

Date: 10/21/2022

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit “A” Schedule of Fees

### Typical Services Delivered

Service Description <sup>1</sup>	<sup>2</sup> Typical service level (includes both direct and non-direct time)	Typical Annual Cost
Individual Counseling	90 minutes a month	\$ 4,536.00
Counseling and Guidance Services	30 minutes a month	\$ 1,512.00
Social Work Services	45 minutes a month	\$ 2,268.00
Parent Counseling and Training	15 minutes a month	\$ 756.00
Aspiranet COEDs Services <sup>3</sup>		
	SUBTOTAL	\$ 9,072.00
15% indirect cost <sup>4</sup>		\$ 1,360.80
Typical Annual Cost per Student		<u>\$ 10,432.80</u>

<sup>1</sup>Actual Services may vary based on individual need. LEA will be responsible for only actual services provided and will be billed for actuals by the minute at the rate specified in the rate table attached. Medi-Cal (FFP) Funding will be calculated and applied to each quarterly invoice, net will be due to County .

<sup>2</sup>Typical service level includes face to face and other time.

<sup>3</sup>Costs for Aspiranet COEDS services for Medi-Cal eligible students will be passed through at actual cost, net of other revenue.

<sup>4</sup>Indirect costs of 15% will be added to each invoice total.

## RATE SCHEDULE

Services provided by VCBH	Cost per minute
Individual Counseling	\$ 4.20
Counseling and Guidance Services	\$ 4.20
Social Work Services - Case Management / ICC	\$ 3.10
All other Social Work Services	\$ 4.20
Parent Counseling and Training	\$ 4.20
Aspiranet COEDs Services <sup>3</sup>	\$-

<sup>4</sup>Indirect costs of 15% will be added to each invoice

<sup>3</sup>Costs for Aspiranet COEDS services for Medi-Cal eligible students will be passed through at actual cost, net of other revenue.

<sup>5</sup>County may adjust rates with 30 days' notice to LEA.

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**Bill To**

Peak Prep Pleasant Valley (CA)  
2150 Pickwick Dr # 304  
Camarillo, California 93010  
United States

**Ship To**

Shalen Bishop Bishop  
Peak Prep Pleasant Valley (CA)  
2150 Pickwick Dr # 304  
Camarillo, California 93010-9998  
United States  
(805) 222-0025  
shalen.bishop@peak-prep.org

**TutorMe**

Liminex, Inc. dba GoGuardian  
2030 E Maple Avenue  
El Segundo, California 90245  
United States

Thank you for your interest in our services! This order form ("**Order Form**") identifies the services you have selected for subscription ("**Services**"), the start date and end date of your initial subscription(s) to the Services ("**Initial Term**"), the number of licenses and/or hours (applicable as designated below) included in your base subscription(s) ("**Licenses**" and "**Hours**", respectively), as well as the fees associated with your base subscription(s), any Licenses or Hours you add to your subscription(s) during the Initial Term, and support and professional services related to the Services.

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian acting on behalf of itself and its affiliate Zorro Holdco, LLC dba TutorMe, ("**TutorMe**") and the organization listed below ("**Organization**," "**you**" or "**your**"), and together with the Online Tutoring Agreement attached hereto as Exhibit A, (the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them elsewhere in the Agreement. In the event of any conflict between this Order Form and Exhibit A, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your Organization's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
1	GG-SUF1Y-000001	TutorMe Set-Up Fee			\$2,500.00	\$2,500.00
330	GG-TMS1Y-000001	Tutoring licenses granted per student	12/1/2022	5/31/2023	\$23.00	\$7,590.00
<b>TOTAL (USD):</b>						<b>\$10,090.00</b>

IN WITNESS WHEREOF, by signing below, the parties agree to the terms and conditions herein and cause this Agreement to be duly executed by their authorized representatives.

**TutorMe:**

Signature

Date

Printed Name

Title

**Organization:**

Signature

Date

Printed Name

Title



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### EXHIBIT A ONLINE TUTORING AGREEMENT - EQUITY

This ONLINE TUTORING AGREEMENT, is made and entered into by and between Liminex, Inc. dba GoGuardian acting on behalf of itself and its Affiliate Zorro Holdco, LLC dba TutorMe, ("TutorMe", "we", "us", or "our") and the undersigned entity ("**Organization**", "**you**", or "**your**") as of the last signature date set forth below ("**Effective Date**"). "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. "**Control**" for purposes of this definition means the power to direct or cause the direction of the management and policies of the subject entity, whether through equity ownership, a credit arrangement, franchise agreement or other contractual arrangement.

**1. SERVICES.** TutorMe provides an online education platform that offers on-demand tutoring, writing lab, and virtual courses to Users. TutorMe will make available, and Organization will have access to, certain services and products as specified herein in accordance with this Agreement and subject to TutorMe's [Terms of Service](#) and [Privacy Policy](#) during the Term. Services are available to individuals who are authorized by the Organization to use the Services, for whom the Organization has purchased or provisioned access to the Services, and to whom the Organization (or, when applicable, TutorMe or one of its Affiliates, at Organization's request) has supplied access credentials (each a "**User**" and collectively, "**Users**"). Users may include, for example, school personnel and agents and third parties such as students and parents/guardians.

The "**Services**" are as follows:

#### For Users

- Live, on-demand tutoring and 12-hour paper review by TutorMe's Writing Lab available 24/7 through TutorMe's online education platform and advanced digital classroom and lesson space ("**Tutoring**")
- Access to ALA-accredited virtual librarians
- Access to TutorMe's GRE and ACT courses
- Premium technical support via online chat

#### For Organization

- Integration with Organization's current learning management system and/or provide a customized User access method as agreed to by the parties
- Access to TutorMe's Client Dashboard, a web-based interface which designated Organization representatives can access and manage account information, activity, and reports
- All standard Services upgrades

**2. PRICING AND RENEWAL.** Following the Initial Term (as defined in the Order Form above), the Services will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at our then-current fees (including an Innovation Increase as defined below) for such Services, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Services for the remainder of that Term.

TutorMe is dedicated to improving the Services on an ongoing basis through continued innovation in research and product development. For this reason, following the Initial Term, the Price Per License for the Services will be subject to an automatic fee increase equal to 5% above the Price Per License you paid for the Services in the previous term ("**Innovation Increase**"). Order forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal fees will be calculated using the increased fees for the number of Licenses required for your Organization. You agree to pay the renewal fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Services with us in accordance with this Agreement.

**3. BILLING AND PAYMENT.** Organization shall pay TutorMe the amount of each invoice (collectively "**Tutoring Fee**") in full and in accordance with any additional payment terms specified herein. Organization shall pay and be responsible for any and all taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Organization hereunder; provided, that, in no event shall Organization pay or be responsible for taxes, duties, or charges owed by TutorMe subject to applicable federal, state, and local laws and regulations. TutorMe accepts payments by check, bank wire or transfer, or credit card and Tutoring Fee payments are non-refundable, non-cancelable, and non-contingent. If the Organization elects to pay by credit card, a 3% convenience fee will be applied. Organization must contact TutorMe within 30 business days of the invoice date regarding any invoice disputes or said dispute shall be waived. Unless otherwise expressly provided herein, Tutoring Fee shall be non-refundable and non-transferable, as applicable. If any Tutoring Fee payment is past due after 30 days from the invoice date, TutorMe may, at its sole discretion, may apply a late fee equal to 1% per month, or the highest rate permitted by applicable law, on the unpaid balance until paid in full. Payments will be applied first to any accrued interest and then to the unpaid principal balance in chronological order. Organization shall be solely responsible for any and all fees and costs associated with nonpayment of Tutoring Fee, including collection and legal fees. Additionally, TutorMe reserves the right to suspend and/or terminate Services at any time, in its sole discretion, until Organization's account is current.

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**4. TUTORING LICENSES.** Organization shall provide TutorMe an accurate count of its total User population and purchase a Tutoring license for each individual in such population that will access the Services during the Term. TutorMe hereby grants Organization a limited, non-exclusive, non-transferable, non-sublicensable, revocable license and right to use the specific Services set forth in an Order Form and related TutorMe-provided user guides, documentation, and help and training materials (collectively, "**User Documentation**"), during the Term and solely for Organization's internal business purposes. The number of Tutoring licenses issued to Organization and the pricing for such licenses is calculated based on the size of Organization's total User population as expressly provided by Organization. If Organization needs to increase its total User population, Organization shall promptly notify TutorMe of such increase in writing and shall purchase additional Tutoring licenses for these additional Users at a prorated rate for the remainder of the Initial Term or any Renewal Term. Any and all unused Tutoring licenses, including any unused Tutoring hours available under each license, remaining upon the end date shown on the Order Form ("End Date"), or in the event this Agreement is terminated by Organization for any reason prior to the end of Term or any Renewal Term, are non-refundable, non-transferable, and shall be forfeited. If Organization accesses the Services or uses Tutoring hours in excess of the quantities identified in this Order Form, then TutorMe may submit an amended invoice for the amount of such excess usage, and Organization will pay the fees applicable to such increase in accordance with the terms of the applicable invoice and Section 3 above.

**5. LICENSE RESTRICTIONS.** The rights granted to Organization in this Agreement are subject to the following restrictions: Organization shall not (a) license, sell, rent, lease, transfer, reproduce, distribute, host or otherwise commercially exploit any portion of any Services or User Documentation, or otherwise provide access to any portion of the Services or User Documentation to any third party (other than Users, when and as permitted herein); (b) frame or utilize framing techniques to enclose any trademark, logo, or other portion of any of the Services (including images, text, page layout or form); (c) use any metatags or other "hidden text" using the names or trademarks of TutorMe or any of its Affiliates; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of any of the Services or User Documentation; (e) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in any of the Services or User Documentation; (f) access any of the Services or User Documentation in order to build a similar or competitive website, product or service; (g) access any of the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without our prior written permission; and (h) remove any copyright notices or other proprietary markings contained on or in any of the Services or User Documentation. Any future release, update or other addition to any of the Services shall be subject to this Agreement. We and our suppliers reserve all rights not granted in this Agreement. Any use of the Services in breach of the foregoing by Organization or any User in violation of this Section may result in immediate suspension of access to any or all of the Services.

**6. ORGANIZATION RESPONSIBILITIES.** Organization will (a) be responsible for Users' compliance with this Agreement (including any applicable Order Form) and the User Documentation, (b) be responsible for the accuracy, quality and legality of Organization account Information, and the means by which Organization acquires Organization account information, personal student information, parent/guardian information, teacher and administrator information, and log and cookie information and Organization's use of any such information, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify TutorMe promptly of any such unauthorized access or use, and (d) use the Services only in accordance with this Agreement and User Documentation, and all applicable law. Any use of the Services in breach of the foregoing by Organization or any User that in our judgment threatens the security, integrity, or availability of any of the Services may result in immediate suspension of access to any or all of the Services.

**7. INTELLECTUAL PROPERTY.** TutorMe owns all right, title and interest in and to the Services (including, but not limited to, all photographs, animations, statistics, graphics, text, and any other materials contained therein), the TutorMe Information, including, without limitation, all intellectual property rights therein. "**TutorMe Information**" means any information collected by TutorMe or its Affiliates independently and without access to, reference to or use of any Organization account information, personal student information, parent/guardian information, school log and cookie information, or activity information. Subject to the limited rights expressly granted to you under this Agreement, TutorMe reserves all rights, title and interest in and to the Services and the TutorMe Information, including, without limitation, all related intellectual property rights. The service marks, logos and product and service names of TutorMe and its Affiliates (the "**TutorMe Marks**") are owned by TutorMe and our Affiliates. You agree not to display or use any TutorMe Marks in any manner without our prior written permission. Any trademarks, service marks and logos associated with any third party software or offering ("**Integration Offering**") may be the property of the third party provider, and you should consult with their trademark guidelines before using any of their marks.

**7.2 FEEDBACK.** Any and all of your feedback about us or the Services, such as suggestions, whether made by you or any of your Users, for corrections, updates, alterations, changes, or modifications to the Services ("Feedback") will be our property and you hereby assign any rights in such Feedback to us, without payment to you.

**7.3 PROTECTION OF OUR RIGHTS.** You agree to protect our intellectual property and proprietary rights and any provider of an Integration Offering you access in connection with an account, and notify us of any unauthorized access or use of the Services or Integration Offerings of which you become aware.

**8. TERM AND TERMINATION.** This Agreement shall commence on Start Date shown on the Order Form ("Start Date") and continue until End Date, if any, or Services are completed in accordance with this Agreement. Either party may sooner terminate this Agreement upon written notice to the other party: (a) 30 days after receipt of written notice if the defaulting party materially breaches this Agreement and the defaulting party fails to cure within such 30 day period; (b) immediately if the defaulting party becomes insolvent, makes a general assignment for the benefit of creditors, or is dissolved or liquidated or takes any corporate action for such purpose; (c) immediately if the defaulting party is subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed, dismissed, or vacated; or (d) for any or no reason

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with at least 30 days' written notice to the other party, effective only at the end of the then current annual term. Certain rights or obligations may survive expiration or termination of this Agreement, whether by its nature or express intention of the parties herein.

**9. REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants to the other party that: (a) they have full power and authority to execute, deliver, and perform this Agreement and no further consent is required by any other individual or entity in order to do so; (b) the execution, delivery, and performance of this Agreement will not violate, conflict with, or result in a breach of any agreement between the party and any third party; (c) they are in compliance with all applicable laws and regulations as it relates to this Agreement; and (d) all the information contained herein and provided to the other party is accurate, true, and complete and that they will continue to update the other party of any new or changing information as it is relevant to this Agreement. This section shall survive any expiration or termination of this Agreement by either party for any reason.

**10. DISCLAIMER OF WARRANTIES.** We provide the Services using a commercially reasonable level of skill and care, but TutorMe cannot make guarantees about the operation, use or results achieved through the use of the Services. **ACCORDINGLY, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, AND ORGANIZATION'S USE IS AT ITS SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH THE ORGANIZATION. TUTORME MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. TUTORME MAKES NO WARRANTY THAT THE SERVICES WILL MEET ORGANIZATION'S REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. ORGANIZATION IS SOLELY RESPONSIBLE FOR THE ORGANIZATION ACCOUNT INFORMATION, THE MEANS BY WHICH ORGANIZATION ACQUIRES ORGANIZATION ACCOUNT INFORMATION, ACTIVITY INFORMATION, PERSONAL STUDENT INFORMATION, PARENT/GUARDIAN INFORMATION, AND ORGANIZATION LOG AND COOKIE INFORMATION, AND ALL COMMUNICATIONS AND INTERACTIONS BASED ON THE SERVICES. ORGANIZATION UNDERSTANDS AND AGREES THAT TUTORME IS UNDER NO OBLIGATION OTHER THAN TO PROVIDE THE SERVICES TO THE ORGANIZATION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. ORGANIZATION HEREBY RELEASES TUTORME AND THEIR RESPECTIVE SUCCESSORS IN RIGHTS FROM ANY CLAIMS, DAMAGES, AND DEMANDS OF EVERY KIND ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIMS MADE BY ORGANIZATION, ANY USER, OR THEIR FAMILIES. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO ANY OF THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION AND/OR LIMITATION MAY NOT APPLY TO ORGANIZATION. NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY GUARANTEE, WARRANTY, TERM OR CONDITION, RIGHT OR REMEDY IMPLIED OR IMPOSED BY ANY APPLICABLE LAW WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED.**

**11. CONFIDENTIALITY.** Each party acknowledges that they may have access to and/or be acquainted with certain confidential and proprietary information belonging to or regarding the other party ("**Confidential Information**"). "Confidential Information" shall mean all non-public information, documentation, and knowledge, in any manner or form, that is maintained as confidential, has or could have commercial value or other utility in the business the disclosing party is engaged or contemplates engaging in, and/or the receiving party should reasonably know is confidential or proprietary, whether or not such information is identified by the disclosing party, including, but not limited to: the disclosing party's business strategy and processes, intellectual property, trade secrets, services, software, technologies, pricing and costs, and work product. The receiving party agrees to hold Confidential Information in strict confidence and safeguard Confidential Information with at least the same degree of care as the receiving party would use to manage and protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, and subject to applicable law and regulations. Confidential Information shall not include any information, established by competent evidence, that: (a) is or becomes publicly known through lawful means; (b) is possessed by, rightfully known to, or independently developed by the receiving party prior to the time of its disclosure; (c) is disclosed to receiving party by a third party not under an obligation of confidentiality to the disclosing party; (d) is disclosed to authorized individuals in confidence and used only as is necessary to carry out their obligations under this Agreement; (e) the receiving party receives prior written approval by the disclosing party; or (f) is required by law or regulation or to comply with a subpoena or court order, but only after immediately notifying the disclosing party of any such requirement and providing them a reasonable opportunity to take legal action to prevent disclosure or use. The receiving party shall fully cooperate with the disclosing party in any remedy to limit disclosure or use. In addition to any other remedies that may be available in law, equity, or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened or actual disclosure or misappropriation of Confidential Information without the necessity of proving actual damages or the inadequacy of any of the other available remedies available to it. Upon expiration or termination of this Agreement, the receiving party shall cease using, and use all reasonable efforts to promptly return or destroy, all Confidential Information in any form, including anything that contains or refers to Confidential Information, and any and all duplicates thereof, subject to applicable law and regulation. This section shall survive any expiration or termination of this Agreement by either party for any reason.

**12. FERPA.** Where Organization is located in the United States and to the extent TutorMe collects, through the provision or maintenance of any Services, any information that constitutes an education record (as defined under the FERPA regulation 34 CFR § 99.3) ("Education Record"), the parties agree that we are acting as a "school official" with "legitimate educational interests" in Organization's students' Education Records under the Family Educational Rights and Privacy Act ("FERPA"), or if applicable, is acting under another applicable FERPA exception listed in under FERPA regulation 34 C.F.R. § 99.31(a)(1), such as the "directory information" exception. Organization acknowledges and agrees that TutorMe may process Confidential Information for the purpose of providing the Services and related functions. Organization represents and warrants that it is authorized to process such information, including any Education Records contained therein, and make such information available to TutorMe as set out in this Agreement. This section shall survive any expiration or termination of this Agreement by either party for any reason.

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**13. CO-BRANDING.** The parties agree to co-brand and promote Services and their business relationship in good faith to ensure its success. Specifically, each party grants the other party, and their authorized representatives, a limited, revocable, nonexclusive, nontransferable, and royalty-free license to use and communicate their name and logo ("Logo") on the using party's websites and partner lists, marketing materials and communications for Services as requested by Organization, testimonials, success stories, case studies, and other reasonable uses as is needed to perform any agreements made by and between the parties without further notice to or consent from the granting party, so long as such use does not negatively affect or disparage the granting party or knowingly violate the granting party's ownership and rights in Logo. The granting party shall provide the using party with its current Logo and use guidelines, and any updates thereto, and the using party shall comply with such guidelines. Nothing herein shall be intended or interpreted as granting any ownership or rights in Logo to the using party. The granting party may revoke this license at any time in its sole discretion with 10 business days' written notice to the using party.

**14. PRESS RELEASE.** Following the execution of this Agreement, the parties may, jointly or otherwise, issue a mutually agreeable press release announcing their business relationship and Organization's purchase and use of Services. The parties shall work with each other reasonably and in good faith with respect to the content and timing of the press release prior to the issuance thereof, provided that a party may not unreasonably withhold its consent to such release. The parties may agree to issue subsequent press releases relating to their business relationship and Services as needed or is beneficial to the parties.

**15. LIMITATIONS AND EXCLUSIONS OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TUTORME OR ANY OTHER TUTORME PARTY (TUTORME PARTY MEANS TUTORME, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES) BE LIABLE TO ORGANIZATION OR ANY THIRD PARTY FOR PERSONAL INJURY, PROPERTY DAMAGE, ANY LOST PROFITS, LOST DATA OR INFORMATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER OR DEVICE FAILURE OR MALFUNCTION, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR ORGANIZATION'S USE OF, OR INABILITY TO USE, ANY OFFERING, EVEN IF TUTORME OR THE OTHER TUTORME PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES IS AT ORGANIZATION'S OWN DISCRETION AND RISK, AND ORGANIZATION WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DEVICES OR COMPUTER SYSTEMS USED TO ACCESS OR USE ANY SERVICE, OR LOSS OF DATA OR INFORMATION RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE AGGREGATE LIABILITY OF TUTORME AND ANY OTHER TUTORME PARTIES FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR ORGANIZATION'S USE OR INABILITY TO USE THE SERVICES (WHETHER ORDERED DIRECTLY FROM A TUTORME PARTY OR THROUGH AN AUTHORIZED RESELLER) FOR ANY CAUSE WHATSOEVER, AND UNDER ANY LEGAL THEORY, INCLUDING NEGLIGENCE, TORT OR STRICT LIABILITY, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE FEES ACTUALLY PAID BY ORGANIZATION (WHETHER TO A TUTORME PARTY OR AN AUTHORIZED RESELLER) FOR THE SERVICES GIVING RISE TO SUCH CLAIM FOR CALENDAR YEAR IN WHICH SUCH CLAIM AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. ORGANIZATION AGREES THAT TUTORME'S, AND ANY OTHER TUTORME PARTY'S LICENSORS AND SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITY FOR DEATH OR PERSONAL INJURY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ORGANIZATION. This section shall survive any expiration or termination of this Agreement by either party for any reason.

**16. INDEMNIFICATION.** Organization agrees, to the extent permitted by applicable law (and in the United States, the Organization's state laws), to indemnify, defend and hold TutorMe and the other TutorMe Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising from (a) Organization's failure to receive any consents or provide any notices required to be received or provided under applicable law in respect of all Users of the Services; (b) errors in the Organization account information, and Organization's selection of settings in the Services and maintenance of User accounts and their permission levels; (c) Organization's failure to comply with applicable laws; (d) Organization's violation of any rights of another party, (e) any content that you or your Users submit, share, upload, post or display on or to the Services ("Your Content"); and (f) any claim that any of Your Content violates any applicable laws or that it violates or infringes the rights of any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any third party claims for which we are entitled indemnification under this Section 16, and in any event, Organization agrees to cooperate with us in asserting any and available defenses.

**17. FORCE MAJEURE.** TutorMe shall not be liable or responsible to Organization, and not be deemed to have defaulted or breached this Agreement, for any failure or delay in the performance of its obligations under this Agreement when and to the extent such failure or delay is caused by or results from acts, events, or circumstances beyond its reasonable control, which by its nature could not have been foreseen, or if it could have been foreseen, was unavoidable and without any fault or negligence, such as acts of God, natural or nuclear events and catastrophes, national emergencies, government or military actions, acts of war or terrorism, civil disturbances and unrest, labor disputes including strikes and work stoppages, accidents, restraints or delays affecting supplies and materials, and any interruptions, malfunctions, or loss of utilities, communications, or computer or technical services. TutorMe shall use reasonable diligence to avoid any such failure or delay and to resume its performance as promptly as possible.

**18. REMEDIES.** No right, remedy, or election given by any provision in this Agreement shall be deemed exclusive, but each shall be cumulative with all other rights, remedies, and elections available at law or in equity.



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**19. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles. If Organization is a United States public and accredited educational institution, domiciled in a state within the United States that expressly requires a different choice of law other than California law, then Organization's state's law will apply. If Organization is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires venue or jurisdiction of a different state, then Organization's state's required venue and jurisdiction will apply.

**20. WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY EXPRESSLY, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**21. LEGAL FEES.** In any action or suit to enforce any right or remedy under, or to interpret any provision of, this Agreement, the prevailing party is entitled to recover its reasonable attorney's fees, costs, and other expenses, unless otherwise provided herein.

**22. ASSIGNMENT.** Organization shall not assign, transfer, or otherwise delegate, in whole or in part, this Agreement without the prior written consent of TutorMe, which consent shall not be unreasonably withheld. Any purported assignment or delegation in violation of this section shall be null and void. No assignment, transfer, or delegation shall relieve Organization of any of its obligations herein.

**23. SUCCESSORS AND ASSIGNS.** This Agreement binds and inures to the benefit of the parties and their respective permitted successors and assigns. Nothing in this Agreement, express or implied, confers on any other third-party person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever or by reason of this Agreement.

**24. RELATIONSHIP.** The relationship between the parties is that of independent contractors. This Agreement is not intended to imply or create, and does not imply or create, any legal association or affiliation, such as agency, partnership, joint venture, employment, or fiduciary relationship, between the parties for any reason whatsoever, does not confer any power to a party to obligate or bind the other party in any manner, and is not an endorsement or sponsorship by either party of the other party.

**25. GENERAL.** (a) Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior and contemporaneous understandings and agreements, express or implied, oral or written, of any nature whatsoever, with respect to its subject matter. (b) Modifications. This Agreement may only be modified in writing by the parties. (c) Signatures. This Agreement may be executed electronically, and an electronic or scanned signature shall have the same legally binding effect for all purposes hereunder to the same extent as an original signature. (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same document. (e) Waivers. Failure or delay to enforce any provision of, or to exercise any right or remedy under, this Agreement shall not be construed to be a waiver of, or the right of the party thereafter, to enforce such provision, right, or remedy. The waiver of a specific breach may be valid and effectuated only by a written agreement duly executed by the waiving party. Such a written waiver shall not constitute a waiver of any other provision, right, or remedy. (f) Validity. If any provision or part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such provision or part shall be omitted and the remaining provisions herein shall continue in full force and effect. (g) This Agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns. (h) Form. Section headings are strictly for the convenience of the parties and shall not be used in any way to restrict the meaning or interpretation of the substantive language of the provisions herein. The content contained in this Agreement is applicable to the singular and the plural forms, and to the masculine, feminine, and neuter usage of gender, of such terms, as applicable. The use of the terms "include" and "including" shall in all cases mean "include without limitation" and "including without limitation," respectively. Any reference to the terms "day(s)" shall mean calendar day(s) unless otherwise expressly provided. If any date provided for in this Agreement falls on a day which is not a business day, the date shall be deemed to refer to the next business day.

**26. NOTICE.** Any notice, request, or other communication required or permitted to be given in writing with respect to this Agreement, when addressed to the party as shown on the Order Form, or as subsequently modified by the party by written notice in accordance with this section, shall be deemed given and effective: (a) on the day it is delivered by personal service or air courier with receipt of delivery; (b) 3 business days after it is mailed by certified U.S. mail with return receipt requested and postage prepaid; or (c) on the day it is emailed, provided that the sender receives confirmation that the recipient has received such notice by way of express acknowledgment of receipt by the recipient, a "read receipt," or similar.