



Peak Prep Pleasant Valley

Board Meeting Agenda—Regular Board Meeting
Wednesday, May 3rd, 2023
4:00pm

Meeting Location:

30721 Russell Ranch Rd
Suite 140
Westlake Village, CA 91362

Teleconference Locations:

PVSD
600 Temple Ave
Camarillo, CA 93010
&
4141 Schuykill Dr.
Calabasas, CA 91302

Remote Meeting Access:

Join Zoom Meeting
<https://us02web.zoom.us/j/81864532806?pwd=TnBJQ29rb0EwNEtDTTdnT1V5aDgxdz09>

Meeting ID: 818 6453 2806

Passcode: PeakPrep

One tap mobile

+13017158592,,81864532806#,,,,*39037289# US (Washington DC)
+13052241968,,81864532806#,,,,*39037289# US

Dial by your location

+1 301 715 8592 US (Washington DC)
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+1 309 205 3325 US
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+1 929 205 6099 US (New York)
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+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
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+1 669 900 6833 US (San Jose)
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Meeting ID: 818 6453 2806
Passcode: 39037289

Find your local number: <https://us02web.zoom.us/j/81864532806>

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 at www.peak-prep.org or 600 Temple Ave, Camarillo, CA 93010

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

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

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

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

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

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

FOR MORE INFORMATION

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

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

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

<https://us02web.zoom.us/j/81864532806?pwd=TnBJQ29rb0EwNEtDTTdnT1V5aDgxdz09>

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

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

III. Public Hearing—Local Control and Accountability Plan (LCAP)

A. The board will conduct a public hearing to allow members of the public to make comments on the Local Control and Accountability Plan (LCAP) and local indicators.

The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs (CDE, 2021).

IV. 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 March 1st 2023 through April 30th, 2023 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 March 1st 2023 through April 30th, 2023 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 March 1st 2023 through April 30th Board Reports.

4. Approve Minutes from 3/14/2023 Board Meetings.

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

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

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

C) The Board will review, discuss and consider the approval of the renewal of CLA Auditors. Peak Prep continues to use the auditors, CliftonLarsen Auditors, that also serve the school district. Annually, Peak must renew it's agreement with CLA. CLA will conduct the audit and Form 990.

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

D) The Board will review, discuss and consider approving the Executive Director over contract days payout. Similar to vacation days, the board will consider paying out any over contract days (unused vacation days) within the Executive Director's agreement up to 10 days.

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

E) The Board will review, discuss and consider approving the Flex Spending move to the same provider as our health insurance. This resolution and service agreement doesn't cost the school additional funding rather it streamlines our benefits to one provider.

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

F) The Board will review, discuss and consider approving the Classified Holiday Schedule for the 2023-2024 school year. This holiday calendar is for our 11 & 12 month classified employee

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

G) The Board will review, discuss and consider approving the APlus Membership Fees. APLUS+ is a statewide network association that is exclusively dedicated to advancing the Personalized Learning model, and to uniting and supporting schools and programs that are committed both to the Personalized Learning educational model for their students and to high standards of education excellence and accountability in their operations.

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

H) The Board will review, discuss and consider approving the Graduation Policy to update for AB 181. Peak Prep Pleasant Valley Charter School desires to prepare all students to successfully complete the high school course of study, and obtain a high school diploma, that represents their educational achievement and increases their opportunities for post-secondary education and employment. Peak Prep students shall complete graduation course requirements adopted by Peak Prep, except for students who are exempted, as provided in the “Exemptions from Adopted Graduation Requirements” section. Students who are exempted from the adopted graduation requirements shall be eligible to participate in any graduation ceremony and Charter School activity related to graduation in which other graduating students are eligible to participate.

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

I) The Board shall review, discuss and consider adoption of an Independent Study Policy in accordance with the requirements of Education Code Section 51747. Our Independent Study Policy has been updated to align with the new trailer bill/independent study requirements that have been passed. The policy must be board approved prior to claiming ADA.

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

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

J) The Board will discuss Peak Prep’s Funding Determination.

Executive Director will provide an update on the funding determination that has been submitted to the California Department of Education and the next steps.

V. Board Members Remarks and Announcements

VI. ADJOURNMENT

MOTION FOR ADJOURNMENT Motion to Adjourn Roll Call Vote:

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

Adjourned at _____

Checks Dated 04/01/2023 through 04/30/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5038800736	04/06/2023	CA DEPT OF TAX AND FEE ADMIN	620-5800	73.70	
			620-9552	1,065.30	1,139.00
5038800737	04/11/2023	Hanson, Darla C	620-5220		43.89
5038800738	04/11/2023	Nuckles, Rebecca K	620-5220		1,271.35
5038800739	04/11/2023	BREATHE FOR CHANGE, INC.	620-9330		1,990.00
5038800740	04/11/2023	Procurify Technologies, Inc.	620-5800	4,000.00	
			620-9330	8,000.00	12,000.00
5038800741	04/13/2023	Hartley, Taylor S	620-5220		2,600.00
5038800742	04/13/2023	AMERICAN LANGUAGE SERVICES	620-5800		125.00
5038800743	04/13/2023	Gravity Assist	620-5800		7,267.50
5038800744	04/13/2023	WEX Health Inc.	620-9539		50.00
5038800745	04/13/2023	Young Minney & Corr, LLP	620-5899		3,032.50
5038800746	04/13/2023	T-Mobil USA Inc	620-5902		114.00
5038800747	04/19/2023	Amazon Capital Services Inc ACCOUNT NUMBER A2ANLA6W681S3Q	620-4400		1,024.60
5038800748	04/19/2023	Arizona State University Learning Enterprise	620-5800		5,575.00
5038800749	04/19/2023	Children's Therapy Net Inc.	620-5800		1,822.50
5038800750	04/19/2023	The Lincoln National Life Insurance Company	620-9539		1,216.34
5038800751	04/20/2023	American Express	620-5220	7,789.30	
			620-5901	871.40	
			620-5903	225.25	8,885.95
5038800752	04/21/2023	SELF-INSURED SCHOOLS OF CALIF	620-9534		29,026.60
5038800753	04/26/2023	Tax Deferred Services	620-9539		2,500.00
Total Number of Checks			18		79,684.23

Fund Recap

Fund	Description	Check Count	Expensed Amount
620	Peak Prep	18	79,684.23
	Total Number of Checks	18	79,684.23
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		79,684.23

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.

ESCAPE ONLINE

Includes Purchase Orders dated 04/01/2023 - 04/30/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount	
B3823-00040	FUEL EDUCATION LLC	PEAK	Online Educational Products 5/1/23 - 6/30/2024	620-4100	15,758.98	
B3823-00041	GoGuardian	PEAK	Teacher Video Conferencing 2022/23 - 2023/24	620-5800 620-9330	785.16 2,355.48	
B3823-00042	School Pathways, LLC	PEAK	K12 Bridge Subscription 2022/23 - 2023/24	620-5800	1,500.00	
B3823-00043	School Pathways, LLC	PEAK	Buzz Subscription 2022/23 - 2023/24	620-5800 620-9330	875.00 625.00	
P3823-00096	Amazon Capital Services Inc AC COUNT NUMBER A2ANLA6W681S3Q	PEAK	April 2022/23 1-Laptop	620-4400	1,024.60	
P3823-00097	American Express	PEAK	Credit Card April 2023	620-5220 620-5901 620-5903	7,789.30 871.40 225.25	
Total Number of POs				6	Total	31,810.17

Fund Recap

Fund	Description	PO Count	Amount
620	Peak Prep	6	31,810.17

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

ESCAPE ONLINE

Includes Purchase Orders dated 04/01/2023 - 04/30/2023

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
B3823-00023	43,010.00	620-5800	Peak Prep/Professional/Consultion Servic	7,267.50
B3823-00028	11,800.00	620-5800	Peak Prep/Professional/Consultion Servic	.00
Total PO Changes				7,267.50

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

ESCAPE ONLINE

Fund 620 - Peak Prep **Fiscal Year 2022/23 Through April 2023**

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
LCFF Revenue Sources						
8011	Revenue Limit State Aid Curr	2,294,418.00	2,154,651.00	1,995,080.00	159,571.00	92.59
8012	Education Protection Act	65,092.00	65,092.00	41,260.00	23,832.00	63.39
8019	Revenue Limit State Aid Prior			356,469.00-	356,469.00	NO BDGT
8096	Trs In-Lieu from Property Tax	1,255,449.00	1,255,449.00	1,315,537.00	60,088.00-	104.79
Total LCFF Revenue Sources		3,614,959.00	3,475,192.00	2,995,408.00	479,784.00	86.19
Federal Revenue						
8181	Special Education Entitlement	43,080.00	41,683.00	6,387.30	35,295.70	15.32
8290	All Other Federal Revenue	423,319.00	478,651.00	369,513.95	109,137.05	77.20
Total Federal Revenue		466,399.00	520,334.00	375,901.25	144,432.75	72.24
Other State Revenues						
8550	Mandated Cost Reimbursements	10,182.00	10,851.00	10,851.00		100.00
8560	State Lottery Grant	76,109.00	100,949.00	87,040.65	13,908.35	86.22
8590	Other State		640,634.00	631,359.00	9,275.00	98.55
Total Other State Revenues		86,291.00	752,434.00	729,250.65	23,183.35	96.92
Other Local Revenue						
8660	Interest	5,000.00	7,500.00	8,895.18	1,395.18-	118.60
8699	All Other Local Revenue	2,000.00	18,565.00	18,573.65	8.65-	100.05
8792	Transfers of Apportionments Fr	223,929.00	264,674.00	193,891.00	70,783.00	73.26
Total Other Local Revenue		230,929.00	290,739.00	221,359.83	69,379.17	76.14
Total Year To Date Revenues		4,398,578.00	5,038,699.00	4,321,919.73	716,779.27	85.77

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Certificated Salaries							
1100	Teacher	1,890,000.00	1,768,469.00	297,137.92	1,472,896.17	1,565.09-	83.29
1130	Certificated Stipends	63,000.00	110,750.00	45,750.00	62,250.00	2,750.00	56.21
1140	Certificated Extra Duty		4,000.00		2,650.00	1,350.00	66.25
1200	Certificated Pupil Support Sal	278,433.00	300,909.00	50,681.58	250,227.32	.10	83.16
1230	Cert Pupil Support Stipend	12,000.00	13,500.00	7,000.00	7,000.00	500.00-	51.85
1300	Certificated Administrators	283,395.00	309,395.00	47,232.50	262,162.52	.02-	84.73
1330	Administration Stipend	19,500.00	32,000.00	1,250.00	11,250.00	19,500.00	35.16
1940	Other Cert-Extra Duty		3,645.00		3,645.00		100.00
Total Certificated Salaries		2,546,328.00	2,542,668.00	449,052.00	2,072,081.01	21,534.99	81.49

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)

Fund 620 - Peak Prep

Fiscal Year 2022/23 Through April 2023

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Classified Salaries							
2100	Instructional Aides		27,575.00		20,825.00	6,750.00	75.52
2400	Clerical & Office Salaries	194,327.00	172,872.00	38,945.55	134,857.91	931.46-	78.01
2450	Clerical & Office Overtime				399.00	399.00-	NO BDGT
Total Classified Salaries		194,327.00	200,447.00	38,945.55	156,081.91	5,419.54	77.87
Employee Benefits							
3301	OASDI/Medicare Certificated	188,444.00	188,128.00	33,705.74	152,775.12	1,647.14	81.21
3302	OASDI/Medicare Classified	14,778.00	15,120.00	2,960.40	11,822.12	337.48	78.19
3401	Health/Dental/Vision Cert	307,754.00	266,069.00	52,376.74	213,692.79	.53-	80.31
3402	Health/Dental/Vision Class	45,972.00	27,549.00	6,810.00	20,739.07	.07-	75.28
3501	SUI Certificated	12,457.00	12,499.00	2,202.96	10,187.26	108.78	81.50
3502	SUI Classified	966.00	988.00	158.68	772.00	57.32	78.14
3601	Workers' Comp Certificated	42,017.00	38,648.00	6,825.64	31,495.83	326.53	81.49
3602	Workers' Comp Classified	3,206.00	3,047.00	591.95	2,372.38	82.67	77.86
3901	403B and OtherBenCert	4,086.00	4,975.00	1,001.40	3,972.64	.96	79.85
3902	403B and OtherBen Class	108.00	229.00	77.50	156.98	5.48-	68.55
Total Employee Benefits		619,788.00	557,252.00	106,711.01	447,986.19	2,554.80	80.39
Books and Supplies							
4100	Textbooks	234,784.00	290,586.00	15,758.98	228,169.05	46,657.97	78.52
4300	Materials and Supplies	67,465.00	67,898.00		33,177.40	34,720.60	48.86
4400	Non-Capitalized Equipment		299,526.00	12,398.10	300,550.72	13,422.82-	100.34
Total Books and Supplies		302,249.00	658,010.00	28,157.08	561,897.17	67,955.75	85.39
Services and Other Operating Expenditures							
5200	Travel and Conference	5,202.00	5,202.00		645.62	4,556.38	12.41
5220	Staff Development	55,187.00	63,118.00		78,435.92	15,317.92-	124.27
5300	Dues and Memberships	13,385.00	13,385.00		2,365.00	11,020.00	17.67
5450	Other Insurance	25,516.00	26,278.00		26,278.00		100.00
5600	Repair, Maintenance Building	19,096.00	4,017.00		4,017.00		100.00
5800	Professional/Consultion Servic	204,882.00	397,765.00	102,980.37	309,470.04	14,685.41-	77.80
5801	Audit Services	15,000.00	15,000.00		2,210.25	12,789.75	14.74
5803	Business Services Authority	296,432.00	338,353.00	98,810.66	197,621.34	41,921.00	58.41
5804	Employment Fees		1,103.00		1,102.94	.06	99.99
5899	Legal Services Box 14	30,000.00	30,000.00	30,682.28	24,042.72	24,725.00-	80.14
5901	Communication Services-Phone	7,785.00	9,000.00		7,722.72	1,277.28	85.81
5902	Internet Services	5,054.00	8,759.00	35.20	8,098.15	625.65	92.46
5903	Postage	5,150.00	4,000.00		4,274.36	274.36-	106.86

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

Fund 620 - Peak Prep		Fiscal Year 2022/23 Through April 2023					
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
	Total Services and Other Operating Expenditures	682,689.00	915,980.00	232,508.51	666,284.06	17,187.43	72.74
	Total Year To Date Expenditures	4,345,381.00	4,874,357.00	855,374.15	3,904,330.34	114,652.51	80.10

Fund 620 - Peak Prep		Fiscal Year 2022/23 Through April 2023		
Object	Description	Beginning Balance	Year to Date Activity	Ending Balance
Fund Reconciliation				
Assets				
9110	Cash in County Treasury	1,782,834.13	4,992.47-	1,777,841.66
9200	Accounts Receivable	832,720.28	832,720.28-	
9201	Accounts Receivable-Payroll	2,751.85		2,751.85
9211	Accounts Receivable (Clear)		378,818.00	378,818.00
9290	Due From Other Governments	1,111,745.23	871,648.67-	240,096.56
9330	Prepaid Rent	73,083.72	63,093.72-	9,990.00
	Total Assets	3,803,135.21	1,393,637.14-	2,409,498.07
Liabilities				
9510	Accounts Payable	936,228.52	865,314.52-	70,914.00
9511	Accounts Payable (Clear)		67,570.00-	67,570.00-
9530	Summer Pay Liability		54,243.53	54,243.53
9534	Health & Welfare Ins Payable		14,175.16	14,175.16
9535	State Unemployment Insurance	2,372.28	1,373.49	3,745.77
9536	Workers' Comp Ins Payable	99.60-	1,070.98-	1,170.58-
9539	Miscellaneous Deductions	2,372.19	2,137.41-	234.78
9552	Sales Tax Payable	115.85	115.85-	
9590	Due to Other Governments	9,512.00	9,512.00-	
9650	Deferred Revenue	85,297.95	85,297.95-	
9669	Other General Long-Term Liab	850,000.00	850,000.00-	
	Total Liabilities	1,885,799.19	1,811,226.53-	74,572.66
	Calculated Fund Balance	1,917,336.02	417,589.39	2,334,925.41
Beginning Fund Balance				
9791	Beginning Fund Balance	1,917,336.02		1,917,336.02
	Beginning Fund Balance Proof	.00	417,589.39	417,589.39
Change in Fund Balance - Excess Revenues (Expenditures)			417,589.39	

Memo Only - Ending Fund Balance Accounts

	Adopted	Revised
Reserves		
9720 Reserve for Encumbrances		855,374.15
Other Designations		
9790 Undesignated/Unappropriate	1,369,970.00	967,096.00
9796 - 9799		
9796 Capital Assets Net of Debt	500,602.00	243,718.00
9797 Restricted Net Assets	104,385.00	870,864.00

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

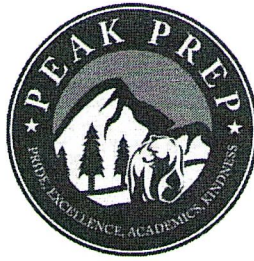
Fund 620 - Peak Prep

Fiscal Year 2022/23 Through April 2023

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Memo Only - Ending Fund Balance Accounts (continued)						
	Adopted Total 9796 - 9799	.00		.00		
			Revised			

Fund 620 - Peak Prep		Fiscal Year 2022/23 Through April 2023				
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	4,398,578.00	5,038,699.00		4,321,919.73	716,779.27	85.77
B. Expenditures	4,345,381.00	4,874,357.00	855,374.15	3,904,330.34	114,652.51	80.10
C. Subtotal (Revenue LESS Expense)	53,197.00	164,342.00		417,589.39	602,126.76	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	53,197.00	164,342.00		417,589.39	602,126.76	
F. Fund Balance:						
Beginning Balance (9791)	1,921,760.00	1,917,336.00		1,917,336.02		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	1,921,760.00	1,917,336.00		1,917,336.02		
G. Calculated Ending Balance	1,974,957.00	2,081,678.00		2,334,925.41		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	1,369,970.00	967,096.00				
Other	604,987.00	1,114,582.00		855,374.15		

Chelsie Arrevalo



Peak Prep Pleasant Valley

Board Meeting Agenda—Special Board Meeting
Tuesday, March 14th, 2023
12:30pm

Meeting Location:

LA County Library: Westlake Village Library
31220 Oakcrest Dr
Westlake Village, CA 91361

Teleconference Locations:

PVSD
600 Temple Ave
Camarillo, CA 93010
&
4141 Schuykill Dr.
Calabasas, CA 91302

Remote Meeting Access:

Time: Mar 14, 2023 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/88172544243?pwd=Wm1Ham1NSFRsRDh2NE5sR2xjdkdaZz09>

Meeting ID: 881 7254 4243
Passcode: PeakPrep

One tap mobile
+13126266799,,88172544243#,,,,*40911301# US (Chicago)
+16469313860,,88172544243#,,,,*40911301# US

Dial by your location
+1 312 626 6799 US (Chicago)

①

+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
+1 669 900 6833 US (San Jose)
+1 689 278 1000 US
+1 719 359 4580 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

Meeting ID: 881 7254 4243
Passcode: 40911301

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

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 at www.peak-prep.org or 600 Temple Ave, Camarillo, CA 93010

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

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

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

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

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

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

FOR MORE INFORMATION

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

I. PRELIMINARY MATTERS

A. Call to Order:

Meeting was called to order by Board Director at: 12:32 PM

B. Roll Call

Board Member	Present	Absent
Patty Lerner	X	
Bob Rust	X	
Carol Bjordahl	X	
Alana Miller	X	

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

Roll Call Vote:

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

II. PUBLIC COMMENT

The public may comment on any item that is on the agenda or any other item that is in the Board's jurisdiction through written comments submitted before the meeting or live at the meeting. No presentation shall be more than two (2) minutes.

Individuals desiring to address the Board are requested to email Dr. Bishop (Shalen.Bishop@peak-prep.org) prior to the start of the meeting, or otherwise by lining up at the designated spot for public comment designated by the Board at the time public comment is opened. Board members are prohibited from responding to or commenting on matters raised by the public that are not on the agenda. (Gov. Code § 54954.2(a))

Public comments may also be presented live through our Zoom link to the meeting: <https://us02web.zoom.us/j/88172544243?pwd=Wm1Ham1NSFRsRDh2NE5sR2xiZkdkaZz09>

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

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

III. Information, Discussion and Action items

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

1. Approval of Financial Statement. The Chief Business Official recommends that the Board of Directors approve the revenue and expenditures as listed on the Feb 1st 2023 through Feb 28th, 2023 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 Feb 1st 2023 through Feb 28th, 2023 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 Feb 1st 2023 through Feb 28th, 2023 Board Reports.

4. Approve Minutes from 2/1/2023 Board Meetings.

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

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

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

C) The Board shall review, discuss and approve the Second Interim Report.

Local educational agencies (LEAs) are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health. The first interim report is due December 15 for the period ending October 31. The second interim

report is due March 17 for the period ending January 31.

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

D) The Board shall review, discuss and approve the 2021-2022 school audit. Completed by the district approved auditor the completed 2021-2022 school year audit is a yearly requirement for examining fiscal and state compliances regarding Peak's independent study and non-classroom state requirements.

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

E) The Board shall review, discuss and consider approving the Memorandum of Understanding (MOU) between Ventura Unified School District and Peak for the Indian Education. The purpose of this MOU is to create and confirm an effective working relationship between the Partner District, PEAK-Prep, and the Ventura Unified School District (VUSD). This MOU also provides the means by which VUSD and the Partner District will maintain a collaborative relationship to ensure inter-agency services to Partner District students and families

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

F) The Board shall review, discuss and consider approving the Memorandum of Understanding (MOU) between Ventura County of Education and Peak Prep for Data sharing. This Agreement aims to facilitate the collection, analysis, and sharing of student data for those pupils who will likely be attending a school within the jurisdiction of an LEA. The purpose of this data sharing is to assist the transition of students of the LEA to their next enrollment, enrollment projections, and pupil high school completion data.

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

G) The Board shall review, discuss and consider approving the Material Revision of Peak Prep Pleasant Valley Charter and submit to Pleasant Valley School District. This Agreement aims to solidify the homeschool program along with having multi track calendars that allows for two school start dates.

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

H) The Board shall review, discuss and consider approving Track A and Track B 2023-2024 School Calendars. These are the proposed school year calendars for the 2023-2024 school year. We will begin with Track A, July 3rd, 2023.

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

I) The Board Shall review, discuss and consider approving Spending Grant Plan. The Grant Spending Plan is geared towards using one-time funds to enhance the school program (i.e. intervention, curriculum & staffing). These grants include Expanded Learning Opportunity, Transitional Kindergarten, Learning Loss, and Arts, Music, & Discretionary Block.

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

J) **The Board shall review, discuss and consider approving the job description and salary schedule Fiscal Operation Coordinator.** The Fiscal Operations Coordinator will work collaboratively to support fiscal and budget continuity across programs for both students and staff. In addition, this position will provide support with streamlining fiscal processes and procedures including grant, audit, and attendance compliances.

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

K) **The Board shall review, discuss and consider approving the job description and salary schedule for Director of Operations.** This position is designed to shift the role & salary schedule of the Principal to Director of Operations to focus more on operational and streamline systems and procedures as Peak grows.

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

L) **The Board shall review, discuss and consider approving the new student information system (SIS), Pathways.** Pathways student information system is a commonly used California SIS that integrates really well with an independent study school model.

speaks to Calpads

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

M) **The Board shall review, discuss and consider approve the Stride Curriculum quote.** Stride is a robust curriculum aligned with California State Standards, after demos and teacher exploration, Peak's staff is recommending Stride Curriculum & services to enhance our offerings at Peak Prep!

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

N) **The board shall review, discuss and approve the FlipSwitch Community Engagement Plan.** Last year, Peak looked into multiple community engagement options. FlipSwitch provided community engagement for the 2021-2022 & 2022-2023 school year and is recommending renewing the agreement for the 2023-2024 school year.

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

O) **The board shall review, discuss and consider approve the Subjects.com Curriculum.** With various programs approaching, Subjects.com is a A-G, California-based curriculum that is designed to make courses more engaging and student-centered. This site-license would support our 9th-12th students especially our credit deficient students.

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

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			X			
Bob Rust	X		X			
Carol Bjordahl			X			
Alana Miller		X	X			

Adjourned at 1:42 PM



Master Services Agreement

Peak Prep Pleasant Valley
2150 Pickwick Drive #304
Camarillo, CA 93010
MSA Date: March 23, 2023

1. **Scope of Professional Services**

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA's performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

2. **Management responsibilities**

You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services.

3. **Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

4. Other Fees

You agree to compensate us for reasonable time and expenses, including time and expenses of outside legal counsel, we may incur in responding to a subpoena, a formal third-party request for records or information, or participating in a deposition or any other legal, regulatory, or other proceeding relating to services we provide pursuant to a SOW.

5. Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

6. Dispute Resolution

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

7. Limitation of remedies

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

8. Governing Laws, Jurisdiction, and Venue

The MSA is made under and shall be governed by the laws of the state of Minnesota, without giving effect to choice of law principles. This includes dispute resolution and limitation of remedies.

9. Governing Laws, Jurisdiction, and Venue

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within these periods (“Limitation Period”), which vary based on the services provided, and may be modified as described in the following paragraph:

Service	Time after the date we deliver the services or work product*
Tax Consulting Services	36 months
Tax Return Preparation	36 months
Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information	24 months
All Other Services	12 months

* pursuant to the SOW on which the dispute is based

If the MSA is terminated or your ongoing relationship with CLA is terminated, then the applicable Limitation Period is the lesser of the above periods or 12 months after termination of MSA or your ongoing relationship with CLA. The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute

10. Confidentiality

Except as permitted by the “Consent” section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation or professional standard. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us. You also consent to our disclosure of information regarding the nature of services we provide to you to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

The workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Pursuant to authority given by law, regulation or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

11. Other provisions

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

CLA and certain owners of CLA are licensed by the California State Board of Accountancy. However, CLA has owners not licensed by the California State Board of Accountancy who may provide services under this MSA. If you have any questions regarding licensure of the personnel performing services under this MSA, please do not hesitate to contact us.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

12. Consent to use financial information

We regularly aggregate anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, we are always careful to preserve the confidentiality of the separate information that we obtain from each client, as required by the AICPA Code of Professional Conduct and various laws. Your acceptance of this MSA will serve as your consent to our use of Peak Prep Pleasant Valley anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

Unless authorized by law or the client consents, we cannot use a client's tax return information for purposes other than the preparation and filing of the client's tax return. By signing and dating this MSA, you authorize CLA to use any and all information furnished to CLA for or in connection with the preparation of the tax returns under this MSA, for a period of up to six (6) years from the date of this MSA, in connection with CLA's preparation of the types of reports described in the foregoing paragraph.

13. Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this MSA, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice.

14. Subcontractors

CLA may, at times, use subcontractors to perform services under this MSA, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this MSA.

15. Technology

CLA may, at times, use third-party software applications to perform services under this MSA. You acknowledge the software vendor may have access to your data.

16. Termination of MSA

This MSA shall continue for five years from March 23, 2023, unless terminated earlier by giving appropriate notice. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

17. Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

CliftonLarsonAllen LLP

Taylor Ulrich
Signing Director
626-387-8261
taylor.ulrich@claconnect.com

Response:

This MSA correctly sets forth the understanding of Peak Prep Pleasant Valley.

CLA

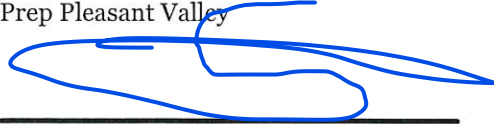
CLA



Taylor Ulrich, Signing Director

Client

Peak Prep Pleasant Valley



Dr. Shalen Bishop, Executive Director



Statement of Work - Audit Services

March 23, 2023

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated March 23, 2023, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Peak Prep Pleasant Valley ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended June 30, 2023.

Taylor Ulrich is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of Peak Prep Pleasant Valley, which comprise the financial statements identified below, and the related notes to the financial statements (collectively, the "financial statements").

The statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

Schedule of average daily attendance

Schedule of instructional time

Reconciliation of the annual financial and budget report with the audited financial statements

The following supplementary information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

LEA organization structure

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the supplementary information.
- Preparation of adjusting journal entries, as needed.
- Preparation of the informational tax returns

Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion.

We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

-Opinion (or disclaimer of opinion) on compliance with requirements described in the 2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The State Compliance report will include a paragraph that states that the purpose of the report over compliance is to express an opinion on compliance with the types of requirements described in the 2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting; however, that the audit does not provide a legal determination of the entity's compliance. All reports will state that the report is not suitable for any other purpose.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the

underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management Override of Controls - Management override refers to the ability of management and/or those charged with governance to manipulate accounting records and prepare fraudulent financial statements by overriding these controls, even where the controls might otherwise appear to be operating effectively. Although the level of risk of management override of controls will vary from entity to entity the risk is nevertheless present in all entities. Due to the unpredictable way in which such override could occur, it is a risk of material misstatement due to fraud and thus a significant risk.
- Revenue Recognition - Revenue recognition is dependent on the particular facts and circumstances of revenue streams within an organization. Because of the potential for manipulation of revenue recognition, audit standards require the presumption the risk of fraud exists in revenue recognition.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, Government Auditing Standards do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to

identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under Government Auditing Standards.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

You are responsible for the design, implementation, and maintenance of effective internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all

known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers); (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP or in accordance with the requirements of the 2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's operations, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to California Department of Education, California State Controller's Office, or the County Office of Education, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the California Department of Education, California State Controller's Office, or the County Office of Education. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Fees

Our professional fees are detailed in the table below. We will also bill for expenses (including travel, internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation.

	<u>June 30, 2023</u>	<u>June 30, 2024</u>	<u>June 30, 2025</u>
Audit services (including, preparation of financial statements and footnote disclosures)	\$ 9,600	\$ 9,900	\$ 10,200
Preparation of the 990 tax return	2,200	2,300	2,400
5% Technology and Client Support Fee	590	610	630
	<u>\$ 12,390</u>	<u>\$ 12,810</u>	<u>\$ 13,230</u>

Unexpected circumstances

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Response:

This letter correctly sets forth the understanding of Peak Prep Pleasant Valley.

CLA

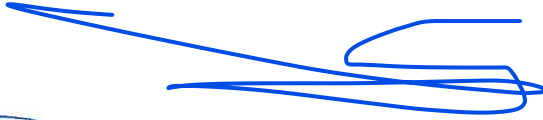
CLA



Taylor Ulrich, Signing Director

Client

Peak Prep Pleasant Valley



Dr. Shalen Bishop, Executive Director

BEFORE THE BOARD OF EDUCATION

**OF THE _____ DISTRICT
COUNTY OF _____, STATE OF CALIFORNIA**

A resolution to authorize participation
in the **SISC FLEX Plan**

RESOLUTION NO. _____

WHEREAS it is determined to be in the best interest of the _____ District (hereinafter referred to as the “Qualified Employer”) to participate in the SISC Flex Plan (the “Plan”) and provide Eligible Employees with a program that allows for certain medical and dependent care expenses to be paid with pre-tax dollars; and

WHEREAS, the Self-Insured Schools of California (“SISC”), a Public Agency, has made such a plan available to the Qualified Employer and its Eligible Employees, and is intended to qualify as a “cafeteria Plan” within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended and shall be construed in a manner consistent with that Section. The tax implications of the Plan are subject to rulings, regulations and the application of the tax laws of the state and federal government; and

WHEREAS the Plan, consists of a Benefit Cost Plan (commonly referred to as the “premium only portion” of a cafeteria plan or “POP”), a Qualified Health Care Expense Account, and a Qualified Dependent Care Expense Account; and

WHEREAS, the Plan provides that a Qualified Employer may, with the consent of SISC, adopt the Plan and participate therein by a properly executed document evidencing said intent of said Qualified Employer.

NOW, THEREFORE, BE IT RESOLVED:

1. The Governing Board of the Qualified Employer does hereby adopt the SISC Flex Plan effective the first day of _____, 20____, and the Qualified Employer hereby consents to such adoption and participation upon the following terms:

a. The categories of employees that are eligible to participate in the Benefit Cost Plan, Qualified Health Care Expense Account, and/or Qualified Dependent Care Expense Account shall be designated by a Qualified Employer on the appendix attached to this Resolution

b. When an organization ceases to be a member of the SISC III Health Benefits program, that organization’s coverage under the SISC Flex Plan terminates. Should this termination occur in the middle of the SISC Flex Plan Year, the terminating organization is required to pay monthly administration fees for each of the SISC Flex Health Care and Dependent Care Participants until the end of the plan year. These administrative fees are specified in the SISC Flex Plan Document, Appendix A, Service Agreement.

c. It is the intention of the parties that the Qualified Employer shall be a party to the Plan and treated in all respects as the Qualified Employer thereunder, with its Eligible Employees to be considered as the Employees and Participants, as the case may be, thereunder.

d. However, the participation of the Qualified Employer in the Plan shall in no way diminish, augment, modify, or in any way affect the rights and duties of the Qualified Employer, its Employees, or Participants, under the Plan.

e. The execution of this Agreement by this Qualified Employer shall be construed as the adoption of the Plan in every respect, or any part thereof as specified in SISC Flex Plan Document, as if said Plan had this date been executed by the Qualified Employer, except as otherwise expressly provided herein or in any amendment that may subsequently be adopted hereto.

f. All actions required by the Plan to be taken by SISC shall be effective with respect to the Qualified Employer if taken by SISC, and the Qualified Employer hereby designates SISC as its agent for such purposes. To the extent SISC designates a person or entity to perform specific administrative functions under the Plan, actions taken by such designee shall be treated as actions taken by SISC.

g. By participating in the Plan, each Qualified Employer understands and agrees that in the event the Internal Revenue Service or any state or political subdivision thereof should ever assess or impose any taxes, charges and/or penalties upon any benefits received under the Plan, the recipient of the benefit will be responsible for those amounts, without contribution from SISC.

h. The periods for filing of Salary Reduction Agreement election forms shall be as established by the Qualified Employer as long as they are in accordance with SISC requirements and the Internal Revenue Code.

i. If a Participant fails to claim any amounts in the Qualified Health Care or Dependent Care Expense account by the time allowed in the SISC Flex Plan, such amounts shall not be carried over to reimburse the Participant for expenses incurred during a subsequent Plan Year and rights to such amounts shall be forfeited by the Participant.

j. If a Qualified Employer maintains any Flex plans in addition to the SISC Flex Plan, the Qualified Employer is responsible for ensuring that the contribution amounts, when aggregated between the existing Flex plans, are in compliance with maximums specified under IRS Code Sections 125 and 129.

k. All forfeitures under this Plan shall be used first to offset any losses experienced by the Plan during the Plan Year as a result of making reimbursements with respect to any Participant in excess of the contributions made by such Participant via salary reductions. Second, forfeitures shall be used to reduce the cost of administering this Plan.

The following resolution, on motion of Trustee _____, seconded by Trustee _____, was duly passed and adopted this _____ day of _____, 20_____ by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

GOVERNING BOARD OF THE
_____ SCHOOL DISTRICT

By: _____

Title: _____

Qualified Employer Federal I.D. Number: _____

Appendix to Board Resolution No. _____;

Qualified Employer: _____

DESIGNATION OF EMPLOYEES ELIGIBLE TO PARTICIPATE IN THE SISC FLEX PLAN

The employees that are eligible to participate in the SISC Flex Plan are (check all that apply):

_____ Certificated employees (including management)

_____ Classified employees (including management)

_____ Part time employees. For this purpose, a part time employee shall mean an employee that works less than 20 hours per week (not considered a 50% employee).

APPENDIX A
SISC FLEX SERVICE AGREEMENT

RECITALS

_____ School District ("Qualified Employer") has established certain employee benefit programs, including one or more of the following: a Health Benefit Plan under Code Section 105; a Qualified Health Care Expense account under Code Section 105; a Qualified Dependent Care Expense account under Code Section 129; each offered under a Code Section 125 cafeteria plan. Qualified Employer has requested SISC ("SISC FLEX") to act as its agent for the payment of certain benefits and to furnish certain administrative services for one or more of the Benefit Costs for a Health Benefit Plan, a Qualified Health Care Expense account and/or a Qualified Dependent Care Expense account as described in this Service Agreement ("Agreement"). In consideration of the mutual promises contained in this Agreement, Qualified Employer and SISC FLEX agree as follows:

ARTICLE I. INTRODUCTION

1.1 Effective Date and Term

The effective date of this Agreement is _____ ("Effective Date"). If this Service Agreement commences on a date other than January 1, the initial term shall be a period shorter than a full twelve month Plan Year commencing on the Effective Date and ending December 31 of the same calendar year; thereafter, this Agreement will renew automatically for successive periods of twelve (12) months unless this Agreement is terminated in accordance with the provisions of Section 6.6. If the Qualified Employer's plan of benefits commences on a date other than January 1 of a calendar year, the contributions to this Plan will be appropriately prorated. In addition, the maximum contribution to this Plan for the short Plan Year will be prorated according to the remaining number of months in the Plan Year. The Effective Date of this Agreement must be on the first day of a calendar month.

1.2 Scope of Undertaking

SISC FLEX is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of Qualified Employer. Nor shall SISC FLEX and Qualified Employer be deemed partners, or engaged in a joint venture. SISC FLEX does not assume any responsibility for any act or omission or breach of duty by Qualified Employer. Nor is SISC FLEX in any way to be deemed an insurer, underwriter or guarantor with respect to any benefits payable under the Plan. Nothing in this Agreement shall be deemed to impose upon SISC FLEX any obligation to any employee of Qualified Employer or any Participant.

1.3 Definitions

The capitalized terms used in this Agreement shall have the meaning as set forth in the Plan document, unless specifically defined within the text of this Agreement.

ARTICLE II. EMPLOYER RESPONSIBILITIES

2.1 Sole Responsibilities

Qualified Employer gives SISC FLEX the authority to act on behalf of Qualified Employer in connection with the Plan but only as expressly stated in this Agreement, the Plan document or as mutually agreed in writing by Qualified Employer and SISC FLEX. All final determinations as to a Participant's entitlement to Plan benefits are to be made by SISC FLEX, including any determination upon appeal of a denied claim for Plan benefits. Qualified Employer is responsible for all legal requirements and administrative obligations of the Plan, except as specifically described in Article III.

2.2 Service Changes; Funding

Qualified Employer shall promptly fund an account maintained for the payment of Plan benefits as described in Article IV.

2.3 Information to SISC FLEX

Qualified Employer shall furnish the information requested by SISC FLEX as determined necessary to perform SISC FLEX's functions hereunder, including information concerning the Plan and the eligibility of individuals to participate in and receive Plan benefits ("Contribution Billing Reports "). In addition, in order for a Qualified Employer to provide automatic, pre-tax salary reductions for the Health Benefits Costs of Eligible Employees who enroll in a Health Benefit Plan or Plans, the Qualified Employer shall provide a written copy of a current collective bargaining agreement that specifically authorizes such automatic, pre-tax salary reductions for Health Benefits Costs and shall provide the required notice of such automatic election to employees that includes a description of the employees' rights to waive such automatic salary reductions on a pre-tax basis. Such information shall be provided to SISC FLEX in the time and in the manner agreed to by Qualified Employer and SISC FLEX. SISC FLEX shall have no responsibility with regard to benefits paid in error due to Qualified Employer's failure to timely update such information. On a monthly basis, SISC FLEX shall provide Qualified Employer with updated Contribution Billing Reports by electronic medium unless otherwise agreed by the parties. Any changes made to the Contribution Billing Reports by the Qualified Employer shall specify the effective date for each Participant who is added to or terminated from participation in the Plan. All changes must be supported with appropriate enrollment or change of status forms. Qualified Employer shall be responsible for ensuring the accuracy of its Contribution Billing Reports, and bears the burden of proof in any dispute with SISC FLEX relating to the accuracy of its Contribution Billing Reports. SISC FLEX shall have no liability to Qualified Employer or any Participant as a consequence of an inaccurate Contribution Billing Reports, and SISC FLEX shall not have any obligation to credit Qualified Employer for any claims expenses or administrative fees incurred or paid to SISC FLEX as a consequence of Qualified Employer failing to review Contribution Billing Reports for accuracy. SISC FLEX shall assume that all such information is complete and accurate and is under no duty to question the completeness or accuracy of such information.

2.4 Plan Changes

Qualified Employer is responsible for the Plan's compliance with all applicable federal and state laws and regulations. SISC FLEX shall provide Qualified Employer with the Plan document and any amendments thereto. SISC FLEX will notify Qualified Employer of any changes to the Plan at least thirty (30) days before the effective date of such changes, or as soon as administratively practicable. Qualified Employer acknowledges that SISC FLEX is not providing tax or legal advice and that Qualified Employer shall be solely responsible for determining the legal and tax status of the Plan.

2.5 Liability for Claims

SISC FLEX is responsible for payment of claims made pursuant to, and the benefits to be provided by, the Plan. Except for expenses specifically assumed by SISC FLEX in this Agreement, Qualified Employer is responsible for all expenses incident to the Plan.

2.6 Indemnification

Qualified Employer shall indemnify SISC FLEX and hold it harmless from and against all loss, liability, damage, expense, attorneys' fees or other obligations, resulting from, or arising out of, any act or omission of Qualified Employer in connection with the Plan or claim, demand, or lawsuit by Participants and beneficiaries against SISC FLEX in connection with benefit payments or services performed hereunder. In addition, Qualified Employer shall indemnify SISC FLEX and hold it harmless from and against any liability, expense, demand, or other obligation resulting from, or out of any premium charge, tax or similar assessment (federal or state), for which the Plan or Qualified Employer is liable. Qualified Employer shall also have the indemnification obligation described in Section 3.3.

ARTICLE III. SISC FLEX RESPONSIBILITIES

3.1 Sole Responsibilities

SISC FLEX's sole responsibilities shall be as described in this Agreement. SISC FLEX generally provides the following administrative, reimbursement and recordkeeping services:

- (a) SISC FLEX shall make available (by electronic medium and paper copy) enrollment and reimbursement forms and instruction for filing Participant claims.
- (b) Upon receiving instructions from Qualified Employer with regard to a Participant's change in status or other event that permits an allowable change under IRS regulations and the SISC FLEX Plan document, SISC FLEX shall make the requested change in the Participant's election in accordance with the Plan document.
- (c) SISC FLEX shall prepare nondiscrimination tests for the Plan as necessary or appropriate under IRS rules.
- (d) SISC FLEX shall make initial decisions with regard to Participant claims and typically disburse any benefit payments that it determines to be due within ten (10) business days of the day on which the SISC FLEX receives the claim. Benefit payments shall be made directly to the Participant.
- (e) SISC FLEX shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim.

SISC FLEX is not responsible for the Qualified Employer's compliance with COBRA and HIPAA.

3.2 Service Delivery

SISC FLEX shall provide customer service personnel during normal business hours as determined by SISC FLEX by telephone. SISC FLEX shall not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of public markets, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

3.3 Benefit Payment

SISC FLEX shall, as agent of Qualified Employer, operate under the express terms of this Agreement and the Plan. SISC FLEX shall initially determine if persons covered by the Plan (as described in the Contribution Billing Reports) are entitled to benefits under the Plan and shall pay Plan benefits in its usual and customary manner, to Participants as set forth in this Article III and Article IV. SISC FLEX shall have no duty or obligation with respect to claims incurred prior to the Effective Date ("Prior Reimbursement Requests"), if any, and/or Plan administration (or other) services arising prior to the Effective Date ("Prior Administration"), if any, regardless of whether such services were/are to be performed prior to or after the Effective Date. Qualified Employer agrees that: (a) SISC FLEX has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration; (b) Qualified Employer will be responsible for processing Prior Reimbursement Requests (including any run-off claims submitted after the Effective Date and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g. IRS substantiation) requirements; and (c) Qualified Employer shall indemnify and hold SISC FLEX harmless for any liability relating to Prior Reimbursement Requests and/or Prior Administration.

3.4 Coverage for Employee Dishonesty

Self-Insured Schools of California (SISC) maintains a crime insurance policy for officers of the company and all SISC employees involved in collecting money or making claim payments. This policy covers the loss of money resulting directly from the fraudulent or dishonest acts committed by an employee acting alone or in collusion with others.

3.5 Reporting

SISC FLEX shall make available to Qualified Employer each month via electronic medium (unless otherwise agreed by the parties) a master report showing the payment history and status of Participant claims and the amounts and transactions of Participant accounts during the preceding month. SISC FLEX shall also make available to Participants each month via electronic medium a report showing their individual payment history and status of claims and the amounts and transactions in their individual accounts during the preceding month.

3.6 Claims Appeals

SISC FLEX shall make final determination regarding any claim for benefits on coverage that is appealed after initial rejection including: (a) any question of eligibility or entitlement of the claimant for coverage under the Plan; (b) any question with respect to the amount due; or (c) any other appeal.

3.7 Recordkeeping

SISC FLEX shall maintain, for the duration of this Agreement, the usual and customary books, records and documents, including electronic records, that relate to the Plan and its Participants that SISC FLEX has prepared or that has otherwise come within its possession. These books, records and documents, including electronic records are the property of SISC FLEX.

3.8 Standard of Care; Erroneous Payments

SISC FLEX shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement. If SISC FLEX makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, SISC FLEX shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment. However, SISC FLEX will not be liable for such payment, unless SISC FLEX would otherwise be liable under another provision of this Agreement.

3.9 Non-Discretionary Duties; Additional Duties

SISC FLEX and Qualified Employer agree that the duties to be performed hereunder by SISC FLEX are non-discretionary duties. SISC FLEX and Qualified Employer may agree to additional duties in writing as may be specified in this Agreement from time to time.

ARTICLE IV BENEFIT PAYMENTS; EMPLOYER'S FUNDING RESPONSIBILITY

4.1 Funding and Payment of Benefits

For each applicable pay period, the Qualified Employer shall promptly forward all SISC FLEX Participant contributions to SISC. Qualified Employer authorizes SISC FLEX to pay Plan benefits by checks written (or other draft payment or debit) on a bank account established and maintained in the name of SISC FLEX for the payment of Plan benefits. SISC FLEX shall have sole authority to provide whatever notifications, instructions or directions as may be necessary to accomplish the disbursement of such Plan funds to or on behalf of Participants in payment of approved claims. If a Participant fails to claim any amounts in the Qualified Health Care Expense account or Qualified Dependent Care Expense account by the time allowed, such amounts shall not be carried over to reimburse the Participant for expenses incurred during a subsequent Plan Year and rights to such amounts shall be forfeited by the Participant. All forfeitures under this Plan shall be used first to offset any losses experienced by SISC during the Plan Year as a result of making reimbursements with respect to any Participant in excess of the contributions made by such Participant via salary reductions. Second, forfeitures shall be used to reduce SISC's cost of administering this Plan.

4.2 Penalties for Non-Payment of Contributions

In the case that a participating Qualified Employer does not forward the Participant contributions to SISC in a timely manner, SISC reserves the right to take appropriate action including revocation of the right to participate in the SISC FLEX Plan. In any event, the Qualified Employer will be required to pay SISC all monies owed.

ARTICLE V. SISC FLEX COMPENSATION

5.1 Service Charges

There will be no service charge to active and Qualified Employers (or their bargaining units) participating in the SISC Flex Plan. When a Qualified Employer or bargaining unit becomes ineligible for the SISC Flex Plan, the Qualified Employer will be responsible to pay \$10 per month for each Participant at the time of ineligibility for the Qualified Health Care Expense account and \$10 per month for each Participant at the time of ineligibility for the Qualified Dependent Care Expense account. These monthly payments will be required until the end of the Plan Year in which the ineligibility occurred. In the event of an employer's ineligibility during a Plan Year, the employer will continue participating in the Plan until the end of the Plan Year at which time the employer will no longer be permitted to participate, unless eligibility for the Plan is reestablished.

ARTICLE VI GENERAL PROVISIONS

6.1 Severability; Headings

If any term of this Agreement is declared invalid by a court, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of Sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.2 Compliance; Non-Waiver

Failure by Qualified Employer or SISC FLEX to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section 6.3.

6.3 Assignment; Amendment

Neither Qualified Employer nor SISC FLEX can assign this Agreement without the other party's written consent. This Agreement may be amended only by written agreement of duly authorized officers of Qualified Employer and SISC FLEX.

6.4 Non-Disclosure of Proprietary Information

(a) General. Qualified Employer and SISC FLEX each acknowledge that in contemplation of

entering into this Agreement (and as a result of the contractual relationship created hereby), each party has revealed and disclosed, and shall continue to reveal and disclose to the other, information which is proprietary and/or confidential information of such party. Qualified Employer and SISC FLEX agree that each party shall: (a) keep such proprietary and/or confidential information of the other party in strict confidence; (b) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (c) shall not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure.)

(b) Confidential Information Defined. Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof; (a) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or (b) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party. For purposes of this Section, confidential information is any information in written, human-readable, machine-readable, or electronically recorded form and information disclosed orally in connection with this Agreement and identified as confidential and/or proprietary (or words of similar import); and programs, policies, practices, procedures, files, records and correspondence concerning the parties respective businesses or finances. The terms and conditions of this Section shall survive the termination of this agreement.

6.5 Notices and Communications

(a) Notices. All notices provided for herein shall be sent by confirmed facsimile, or guaranteed overnight mail with tracing capability or by first class United States mail, with postage prepaid, addressed to the other party at their respective addresses set forth below or such other addresses as either party may designate in writing to the other from time to time for such purposes. All notices provided for herein shall be deemed given or made when received.

(b) Addresses. The SISC FLEX address for notices as described above is: SISC FLEX, P.O. Box 1808, Bakersfield, CA 93303-1808.

(c) Communications. Qualified Employer agrees that SISC FLEX may communicate confidential, protected, privileged or otherwise sensitive information to Qualified Employer through a named contact designated by Qualified Employer ("Named Contact") and specifically agrees to indemnify SISC FLEX and hold it harmless; (a) for any such communication directed to Qualified Employer through the Named Contact attempted via fax, mail, telephone, e-mail or any other media, acknowledging the possibility that such communication may be inadvertently misrouted or intercepted; and (b) from any claim for the improper use or disclosure of any health information by SISC FLEX where such information is used or disclosed in a manner consistent with its duties and responsibilities hereunder.

6.6 Termination of Agreement

(a) Automatic. This Agreement shall automatically terminate as of the earliest of the following:

(I) the effective date of any legislation which makes the Plan and/or this Agreement illegal; (ii) the date Qualified Employer becomes insolvent, or bankrupt or subject to liquidation, receivership or conservatorship; or (iii) the termination date of the Plan, subject to any agreement between Qualified Employer and SISC FLEX regarding payment of benefits after the Plan is terminated.

(b) Optional. This Agreement may be terminated as of the earliest of the following: (I) by SISC FLEX upon the failure of Qualified Employer to submit required payments; (ii) by SISC FLEX upon the failure of Qualified Employer to perform its obligations in accordance with this Agreement (iii) by Qualified Employer upon the failure of SISC FLEX to perform its obligations in accordance with this Agreement; or (iv) by either Qualified Employer or SISC FLEX as of the end of the term of this Agreement by giving the other party sixty (60) days written notice.

(c) Limited Continuation After Termination. If the Plan is terminated, Qualified Employer and SISC FLEX may mutually agree in writing that this Agreement shall continue for the purpose of payment of any Plan benefit, expense or claims incurred prior to the date of Plan termination. In addition, if this Agreement is terminated while the Plan continues in effect, this Agreement shall continue for the purpose of payment of any claims for which request for reimbursements have been received by SISC FLEX before the date of such termination. If this Agreement is continued in accordance with this subsection, employer shall pay the required monthly post termination service charges.

(d) Survival of Certain Provisions. Termination of this Agreement shall not terminate the rights or obligations of either party arising out of a period prior to such termination. The indemnity confidentiality and privacy provisions of this Agreement shall survive its termination.

6.7 Complete Agreement; Governing Law

This Agreement is the full agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and representations between the parties. This Agreement shall be construed, enforced, and governed by the laws of the State of California.

IN WITNESS WHEREOF, Qualified Employer and SISC FLEX have caused this Agreement to be executed in their names by their undersigned officers, the same being duly authorize to do so.

**Qualified
Employer**

By: _____

Title _____

SISC

By: _____

Title: _____

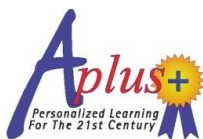


2023-2024
Classified Holidays

1. Tuesday, July 4th—Fourth of July
2. Monday, Sept 4th—Labor Day
3. Friday, Nov 10th—Veteran’s Day (Observed)
4. Thursday and Friday, Nov 23rd-24th, Thanksgiving Break
5. Monday & Tuesday, Dec 25th-26th, Winter Break
6. Monday & Tuesday, Jan 1st & Jan 2nd—New Year’s Day Observation
7. Monday, Jan 15th—MLK Jr. Day
8. Monday, Feb 19th—President’s Day
9. Friday & Monday, March 29th & April 1st—Spring Break
10. Monday, May 27th—Memorial Day
11. Wednesday, June 19th—Juneteenth

12 Month Classified—15 Days

11 Month Classified—14 Days



the Association of Personalized Learning Schools & Services

Every Child's Learning is Personal

Jeff Rice, Founder/Director

Voice: 530-432-3609; Cell: 530-913-7693; Email: jeffrice@jps.net; Web: www.theaplus.org

APLUS+ Standard School Membership Overview Services Overview for 2023-2024 (Exhibit A: last updated March 2023)

ABOUT APLUS+

APLUS+ is a statewide network association that is exclusively dedicated to advancing the value and benefits of flex-based instruction and the Personalized Learning model, and to uniting and supporting schools and programs that are committed both to the Personalized Learning educational model for their students and to high standards of education excellence and accountability in their operations. The APLUS+ Network currently has approximately 93 Personalized Learning public charter school members throughout California, comprising more than 90,000 K-12 students, several thousand parents, several hundred certificated public school teachers, and several hundred administrators and staff.

APLUS+ MISSION

- To be the representative voice to advance Personalized Learning flex-based instruction as a distinct and valuable educational model.
- To be the vehicle and facilitator for uniting and networking programs that are dedicated to the Personalized Learning model, and to high standards of fiscal and operational accountability and academic excellence, and to sharing best practices and expertise between them.
- To advocate, support, and promote the growing benefits and successes of flex-based instruction and the Personalized Learning model and the many schools that embrace it.

APLUS+ SCHOOL MEMBERSHIP REQUIREMENTS SUMMARY

1. **Commitment to Personalized Learning.** APLUS+ member schools shall be committed to providing their enrolled students with a personalized education delivery model as defined by our movement. Generally, APLUS+ defines Personalized Learning as providing students with choice and flexibility in how, what, when, where and with whom each student learns.
2. **Commitment to Integrity, Accountability, and Academic Excellence.** APLUS+ member schools shall pledge and demonstrate their unwavering commitment to high standards of integrity, transparency, accountability and academic excellence in all of their operations and educational delivery.
3. **Commitment to Active Network Participation.** APLUS+ member schools shall be committed to active participation in APLUS+ network goals, action steps, meetings/conferences, collaboration, and sharing of best practices.

APLUS+ SCHOOL MEMBERSHIP STANDARD SERVICES SUMMARY

1. **Advocacy** (Partnering with KP Public Affairs for guidance and assistance in building relationships and communications strategies with legislators, media, other state and local officials, education task committees, and other education advocacy groups to support and defend issues most important to Personalized Learning schools)
2. **Data Research and Reporting** (Partnering with Parsec Education to provide APLUS+ member statewide student demographic and achievement data analysis and reports to demonstrate the value and successes of our Personalized Learning model and movement.)
3. **Networking** (Coordinating and facilitating networking regional and statewide meetings and our annual network conference, working with Preferred Partners, facilitating outside expertise, sharing best practices and resources, coordinating cooperative programs.)
4. **Information and Communication** (Providing ongoing email updates, media articles, legislative bill interpretations and calls to action)
5. **Consulting** (Facilitating non-legal opinions and interpretations of critical issues pertaining to Personalized Learning programs)
6. **Research Reports** (Sourcing and distributing research-based information critical to supporting key components of the Personalized Learning model)
7. **Promotion and Community Relations** (Working in partnership with KP Public Affairs to provide guidance and assistance to support your school outreach strategies, including your school website profile, compiling testimonials, facilitating network-wide communications strategies, newsletter articles, photos, working with the media to develop op-eds, etc.)
8. **Preferred Partners Discounts and Services** (APLUS+ partners and networks with several Preferred Partner companies offering a variety of expertise, products, and services to help support and enhance our member schools' programs)
9. **Regional Training Workshops** (Coordinating professional training workshops on an as need basis that may be shared by member schools on a region by region basis covering a wide variety of critical issues)
10. **Member Schools Job Listing Service (NEW)** (Member schools may list up to five job opportunities at a time on the APLUS+ website free of charge).
11. **Social & Digital Media Messaging Support (NEW)** (Member schools may adapt and personalize any social media messaging tools and products that are developed through our APLUS+ Social and Digital media partnership services.)

APLUS+ Network Ongoing Strategic Partnerships

1. **KP Public Affairs:** Lobbying, advocacy, networking, marketing & messaging strategies and development, storytelling strategies, consulting on controlling the narrative, and media positioning.
2. **Parsec Education:** APLUS+ statewide data research, analysis, & reporting, supporting us in controlling the narrative through quantitative evidence and compelling visual reports.
3. **Social Media Expertise:** (Company TBD). Will provide ongoing Social & Digital Media graphic design and messaging to support our controlling the narrative and storytelling strategies. Designs and messaging will be crafted to be able to be adapted by all member school organizations.

APLUS+ Member Benefits Include:

- Sharing best practices on proven policies and effective administrative, instructional, and testing strategies.
- Ongoing networking with other Personalized Learning schools regionally and statewide either in person or through zoom meetings.
- Regular ongoing email updates and key information dissemination.
- Statewide advocacy and communications strategies to support the issues that are most important to you.
- School-level tips and best practices on advocacy and communications strategies.
- Marketing and Promotional tools and tips.
- School level consultation services on a wide variety of critical topic areas for Personalized Learning schools
- On location staff professional development presentations on our Personalized Learning Public Charter School Branding, Community Relations, and Four Pillars of Sustainability Plan.
- Discounts on attendance at the annual APLUS+ Conference and other APLUS+ Sponsored Events.
- Discounted products and services from APLUS+ Preferred Partners when available.
- Referrals from interested parents and students.

*** Standard School/Organization Membership Annual Pricing (July 1 through June 30 of each fiscal year)**

<u>Member Category and Description</u>	<u>Membership Fee</u>
Ruby: School/Organization with fewer than 250 total enrolled students	\$5,000
Topaz: School/Organization with 251-500 total enrolled students	\$8,000
Emerald: School/Organization with 501-1,000 total enrolled students	\$10,000
Azure: School/Organization with 1,001-2,500 total enrolled students	\$15,000
Sapphire: School/Organization with 2501-4,000 total enrolled students	\$20,000
Amethyst: School/Organization with 4,001-8,000 total enrolled students	\$30,000
Magenta: School/Organization with 8,001+ total enrolled students	\$40,000

Annual school organization membership payments are due at the beginning of each school fiscal year (July 1st), unless organizations choose to take advantage of the early payment discount program (see below). Annual membership categories and fees are now structured solely based on the total number of independent study students enrolled in each organization, rather than on a per school basis where larger organizations may operate multiple Personalized Learning schools within a single organizational structure.

APLUS+ member organizations may choose to contribute annually to the APLUS+ network at any membership level that is equivalent to or greater than the total number of enrolled independent study students within their organization to help support our Personalized Learning network and movement vision and goals. For example, an organization with a total number of 2,000 enrolled students would contribute a minimum annual amount that corresponds with the "Azure" membership category listed above, or \$15,000 annually. However, the organization may choose to contribute at a higher level to help support our network's growth and expansion to further our strategic partnerships.

EARLY PAYMENT DISCOUNT PROGRAM

APLUS+ will continue to offer its very popular early payment discount option of a flat \$250 per school/organization for membership payments that are received in full no later than the end of May prior to the beginning of the next fiscal school year.

STANDARD MEMBERSHIP PAYMENT TERMS

Unless other arrangements are approved by APLUS+ in advance, payment for APLUS+ membership is due in full on or around July 1st of each school fiscal year, which runs from July 1st through June 30th. Should payment not be received by August 31st of the current year (60 days past due), a 5% late fee will be assessed to the member school. Should payment still not be received by September 30th of the current year (90 days past due), the school will be assessed an additional 5% late fee and dropped from active member status in the APLUS+ network. Beyond October 1st, should a member school wish to be readmitted to the APLUS+ network, the school shall pay a 10% reinstatement fee, plus the 10% late fee, plus the full membership fee.

Board Policy #: [23-01]
 Adopted/Ratified: [4/25/2019]
 Revision Date: [5/3/2023]



HIGH SCHOOL GRADUATION REQUIREMENTS

Peak Prep Pleasant Valley Charter School (“Peak Prep” or the “Charter School”) desires to prepare all students to successfully complete the high school course of study, and obtain a high school diploma, that represents their educational achievement and increases their opportunities for post-secondary education and employment. Peak Prep students shall complete graduation course requirements adopted by Peak Prep, except for students who are exempted, as provided in the “Exemptions from Adopted Graduation Requirements” section, below. Students who are exempted from the adopted graduation requirements shall be eligible to participate in any graduation ceremony and Charter School activity related to graduation in which other graduating students are eligible to participate.

The current adopted graduation requirements are as follow:

Subject	Number of Courses
English	3 Year-Long Courses
Math	2 Year-Long Courses (through Algebra I)
Science	2 Year-Long Courses
Social Studies	3 Year-Long Courses
Visual and Performing Arts or Foreign Language or Career Technical Education	1 Year-Long Course
Physical Education	2 Year-Long Courses
Electives*	9 Year-Long Courses (must meet the CCR requirements—CTE, Dual Enrollment, etc) within your elective choices.
TOTAL	22 Year-Long Courses (220 Credits)

Exemptions from Adopted Graduation Requirements

Prior to the beginning of grade 10, the individualized education program (“IEP”) team for each student with disabilities shall determine whether the student is eligible for exemption from additional coursework and other requirements adopted by Peak Prep that exceeds the statewide high school graduation requirements, and if so, shall notify the student's parent/guardian of the exemption. A student with a significant cognitive disability shall be eligible for the exemption, if

Board Policy #: [23-01]
Adopted/Ratified: [4/25/2019]
Revision Date: [5/3/2023]

the student's IEP provides for both of the following requirements:

1. That the student take the alternate assessment aligned to alternate achievement standards in grade 11 as described in Education Code Section 60640(k)
2. That the student complete state standards aligned coursework to meet the statewide high school graduation requirements specified in Education Code Section 51225.3

In addition, a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student or student with high school credit deficiency who transfers into Peak Prep any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by Peak Prep that are in addition to statewide high school graduation requirements. This exemption shall not apply if the Executive Director or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer into a school by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, high school credit deficient student, or a newly arrived immigrant student, or of the commencement of participation in a newcomer program, as applicable, the Executive Director or designee shall notify any eligible student, and others as required by law, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. (Education Code Section 51225.1)

PEAK PREP PLEASANT VALLEY CHARTER SCHOOL

INDEPENDENT STUDY POLICY

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

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

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

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

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

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

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

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

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

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8. The Charter School shall comply with Education Code Sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.
9. The Executive Director may establish regulations to implement these policies in accordance with the law.